CITY OF ROSEVILLE CALIFORNIA

AGENDA

May 11, 2022

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

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

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

Security procedures are in place to attend Roseville City Council meetings. All attendees must successfully pass through a security metal detector. Any person with a prohibited item will not be

allowed entry. Prohibited items include, but are not limited to: firearms (even with valid CCW), knives, pepper spray/mace, explosives of any kind/ any weapons and/or dangerous devices of any kind, illegal drugs and alcohol.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

5. PRESENTATIONS

5.1. Proclamation - Public Service Recognition Week May 1-7, 2022

Proclaim May 1-7, 2022, as Public Service Recognition Week and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

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

5.2. Proclamation - National Public Works Week May 15-21, 2022

Proclaim May 15-21, 2022 as National Public Works Week and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions Public Works staff make toward health, safety, comfort, and quality of life.

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

6. PUBLIC COMMENTS

7. CONSENT CALENDAR

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Painting Services - Contract Purchase Agreements

Memo from Project Coordinator Lori Hogan and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-149 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RIVER CITY PAINTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-150 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND D&H PAINTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 22-151 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY PAINTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests

approval of three contract purchase agreements to provide painting services. The Public Works Department, Building Maintenance Division, has an ongoing need for painting repairs and services, and staff recommends approval of contract purchase agreements for $300,000 each be awarded to River City Painting, Inc., D&H Painting and Sierra Valley Painting. Staff also requests authorization to utilize four optional renewal years of the agreements without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Projected spending for these on-call agreements for the remainder of FY2021-22 is $400,000. Funding for these agreements is included in the Facility Services Fund and Facility Rehabilitation Fund approved budgets. Additional projects may be paid for with funds from approved budgets from other City departments.

CC #: 2060

File #: 0203-04

CONTACT: Lori Hogan 916-774-5707 lhogan@roseville.ca.us

7.2. Hydrofluosilicic Acid (BACC 08-2022) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-141 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PENCCO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002194). Staff requests Council approval of a contract purchase agreement with Pencco, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium Bid No. 08-2022 for the supply and delivery of Hydrofluosilicic Acid for the Environmental Utilities Water Treatment Plant. The annual cost is $107,550 and funding is included in the Environmental Utilities Water Treatment Plant proposed FY2022-23 budget. The bid allowed for three optional renewal years at one-year intervals.

CC #: 2051

File #: 0203-03

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

7.3. Oracle Cloud Subscription Services - Public Sector Agreement

Memo from Enterprise Resource Planning Business Analyst Lisa Green and Chief Financial Officer/Assistant City Manager Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 22-139 APPROVING A PUBLIC SECTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ORACLE AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an agreement for $522,388.80 with Oracle America, Inc. for cloud subscription services for the City's Enterprise Resource Planning system. This subscription is required to access and use Oracle Planning and Budgeting Cloud services and Oracle Fusion Cloud, also referred as Oracle Enterprise Resource Planning. There are adequate resources available in the Information Technology Operations Internal Service Fund to fund this recommended subscription with a contingency of $15,000. The initial agreement

includes optional renewals for 5 years with a 4% increase for years 1 to 3; and 5% increase for years 4 to 5.

CC #: 2048

File #: 0203-06

CONTACT: Lisa Green 916-774-5154 greenlisa@roseville.ca.us

Resolutions

7.4. Resolution Declaring Weeds and Rubbish a Public Nuisance - Setting a Public Hearing Date

Memo from Fire Division Chief Jason Rizzi and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 22-144 DECLARING ALL WEEDS, DIRT, RUBBISH OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A PUBLIC NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS. To initiate the 2022 Weed Abatement Program, staff requests approval of a resolution declaring weeds, rubbish, dirt, and/or rank growth within the City to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing. The public hearing will be scheduled for the City Council meeting on Wednesday, June 15, 2022. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. This item has no fiscal impact on the General Fund.

CC #: 2056

File #: 0320-01

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

7.5. Adventure Club Community Care Licensing Division Administrative Organization Update

Memo from Parks, Recreation & Libraries Superintendent Kate Rebello and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 22-140 APPROVING CONTACT PERSONS FOR THE DEPARTMENT OF SOCIAL SERVICES, COMMUNITY CARE LICENSING DIVISION ADMINISTRATIVE ORGANIZATION UPDATE. Staff is requesting Council authorize the update of the Department of Social Services (Community Care Licensing Division) Administrative Organization Form that names Recreation & Libraries Supervisor Melanie Nett and Parks, Recreation & Libraries Superintendent Kate Rebello as the contact persons who meet the administrator's qualifications as outlined in section 101215 of the Child Care Center General Licensing Requirements. There is no fiscal impact to this administrative process.

CC #: 2050

File #: 0704

CONTACT: Kate Rebello 916-774-5945 krebello@roseville.ca.us

7.6. Galleria Mall Property Re-Conveyance - Quitclaim Deeds

Memo from Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-142 APPROVING QUITCLAIM DEEDS RE-CONVEYING PORTIONS OF THE GALLERIA MALL COMPLEX TO ROSEVILLE SHOPPINGTOWN, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council authorization for the City Manager to execute two quitclaim deeds to re-convey city-owned property in the Galleria Mall complex back to the Mall ownership entity, Roseville Shoppingtown LLC. The obligation to re-convey the property back to private ownership is outlined in a 1997 Lease and Sublease Agreement that provided financing for public infrastructure and incentivized development of the original Galleria Mall. Westfield will assume all costs associated with transfer taxes and recording fees. The is no impact to the General Fund as a result of this action.

CC #: 2054

File #: 1004-02

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

7.7. State Funded Transit Projects - Master Agreement

Memo from Transportation Analyst Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 22-146 APPROVING A MASTER AGREEMENT, BY AND BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Master Agreement with the California Department of Transportation ("Caltrans") for State Funded Transit Projects. This agreement will allow the City to receive transit-related state grant funding. There is no impact to the City's General Fund. The Master Agreement will allow Roseville to be reimbursed with state funds for future transit projects.

CC #: 2058

File #: 0721

CONTACT: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

7.8. Roseville Advanced Homes Program - Professional Services Agreement

Memo from Energy Services Account Representative Susan Hernandez and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 22-145 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a three-year professional services agreement with TRC Solutions, Inc. to implement and administer the Roseville Advanced Homes Program. The total cost of services will not exceed $1,057,851 over a three-year period. Funding for the agreement is included in the proposed Electric Fund FY2022-23 budget. The term of the agreement begins in FY2022-23 and extends through FY2024-25.

CC #: 2057

File #: 0800-03

CONTACT: Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

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

7.9. Sierra Vista Neighborhood Park Sites JM-51 and JM-52 – Budget Adjustment

Memo from the Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt ORDINANCE NO. 6487 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. According to the Development Agreement, the construction costs for certain park frontage improvements are entitled to reimbursements from the Neighborhood Park Fund. JMC Homes has completed frontage improvements and seeks reimbursement in the amounts of $150,270.93 for Park Site JM-51 and $118,054.55 for Park Site JM-52. After reviewing the requested amounts with actual work performed, staff recommends approval of the budget adjustment. The budget adjustment requests allocations from the Sierra Vista Neighborhood Park Fund. There is no impact to the General Fund from this request.

CC #: 2049

File #: 0704-01 & 0201-01

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

Ordinances (for second reading and adoption)

7.10. Second Reading - Amoruso Ranch Specific Plan Rezone and Development Agreement Amendments

ORDINANCE NO. 6482 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6483 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (525.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6484 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (148.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF

ROSEVILLE, for second reading and adoption.

CC #: 2045

File #: 0400-04-15 & 0400-04-15-02 & 0400-02

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

7.11. Second Reading - Sierra Vista Specific Plan Parcels KT-40A & KT-40B - Development Agreement Amendments

ORDINANCE NO. 6485 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BAYBROOK") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6486 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BASELINE P&R") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2046

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

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

7.12. Second Reading - 649 Riverside Avenue – Infill Parcel 179 - Rezone

ORDINANCE NO. 6489 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2062

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

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. 505 Royer Street and 300 Taylor Street - Purchase and Sale Agreement

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 22-138 APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRIDGE HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests

Council approve a Purchase and Sale Agreement with Bridge Housing Corporation and authorize the City Manager (or his designee) to execute all necessary escrow documents and agreements associated with the sale of 505 Royer Street and 300 Taylor Street in the amount of $650,000. The proceeds from the property sale will be deposited into the City's Strategic Improvement Fund during FY2023-23 based on the anticipated close of escrow date. No General Fund resources will be used as part of this project.

CC #: 2047

File #: 0209

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

9. ORDINANCES

9.1. International Brotherhood of Electrical Workers, Local 1245 - Master Memorandum of Understanding and Salary Schedule Updates

Memo from Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 22-143 APPROVING A MASTER MEMORANDUM OF UNDERSTANDING FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6488 AMENDING ORDINANCE 6457, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE MAY 7, 2022, AS AN URGENCY MEASURE. Staff requests Council approval of a Master Memorandum of Understanding with the International Brotherhood of Electrical Workers, Local 1245, for a four (4) year term beginning May 1, 2022, to April 30, 2026. There is no cost to the General Fund; however, the successor International Brotherhood of Electrical Workers, Local 1245 salary and benefit adjustments will cost $199,356, which will be covered by existing appropriations in the utility enterprise funds for FY2021-22. The overall ongoing projected costs of salary and benefit increases in the four (4) year MOU is $4,474,785 not accounting for the cost of labor market adjustments, above the 2% minimum general wage increase, in year 2, 3 and 4 to maintain salaries at the 75th percentile of the market for the Electric Department positions and the 55th percentile for Environmental Utilities and Public Works positions. Labor market adjustments will be presented to the City Council in April 2023, 2024, and 2025 for approval of salary schedule updates prior to implementation.

CC #: 2055

File #: 0600-01

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

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. Capital Improvement Projects Preview for Fiscal Year 2022-23

Memo from Public Works Director Jason Shykowski recommending the City Council receive a presentation of the capital improvement projects (CIP's)

planned for the upcoming fiscal year. This presentation will include a preview of CIP's for all City departments. There is no fiscal impact from this presentation.

CC #: 2006

File #: 0801

CONTACT: Jason Shykowski 916-774-5331 jshykowski@roseville.ca.us

11. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

11.1. Infill Parcel 187 (106 Bonny Knoll Road) Auto Repair and Car Wash - Conditional Use Permit Modification and Design Review Permit Modification Appeal

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 22-147 DENYING THE APPEAL FROM THE AUGUST 26, 2021 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT MODIFICATION SUBJECT TO SIX (6) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT MODIFICATION SUBJECT TO FIFTY-ONE (51) CONDITIONS OF APPROVAL; or adopt RESOLUTION NO. 22-148 GRANTING THE APPEAL FROM THE AUGUST 26, 2021 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT MODIFICATION SUBJECT TO SIX (6) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT MODIFICATION SUBJECT TO FIFTY-ONE (51) REVISED CONDITIONS OF APPROVAL. These actions will uphold the Planning Commission's August

26, 2021 approval of the Infill Parcel 187 (106 Bonny Knoll Road) Auto Repair & Car Wash project (File #PL21-0081). The project is a request for a Conditional Use Permit Modification and Design Review Permit Modification to convert two of the three existing car wash bays into auto repair uses, add one bay for auto repair, and modify the building exterior at 106 Bonny Knoll Road. The applicant has appealed the Planning Commission's decision and is asking for an alternative design to be approved by the City Council.

CC #: 2059

File #: 0400-08

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

12. COUNCIL REPORTS / PUBLIC COMMENTS

13. ADJOURNMENT

COUNCIL COMMUNICATION

CC #: 2053
File #: 0102-06

Title:	Proclamation - Public Service Recognition Week May 1-7, 2022
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim May 1-7, 2022, as Public Service Recognition Week and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

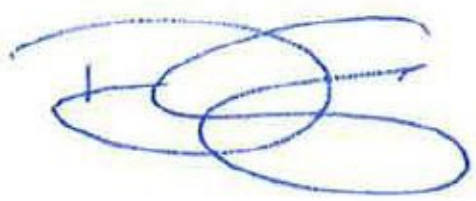
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Public Service Recognition Week May 1-7, 2022

Proclamation

PUBLIC SERVICE RECOGNITION WEEK

May 1-7, 2022

In honor of the millions of public employees at federal, state, county, and city levels:

WHEREAS, Americans are served every day by public servants at the federal, state, county, and city levels, and these unsung heroes do the work that keeps our nation functioning, and their tireless efforts are especially critical today during the COVID-19 pandemic; and

WHEREAS, public employees take oaths to perform their jobs; and

WHEREAS, many public servants, including police officers, firefighters, military personnel, border patrol officers, embassy employees, and health care professionals, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include: utility workers, inspectors, engineers, teachers, scientists, social workers, safety inspectors, dispatchers, laborers, parks, recreation and library workers, computer technicians, and countless other occupations, and day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **May 1-7, 2022, as PUBLIC SERVICE RECOGNITION WEEK** and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

SIGNED this 11th day of May 2022.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 2052
File #: 0102-06

Title:	Proclamation - National Public Works Week May 15-21, 2022
Contact:	Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim May 15-21, 2022 as national public works week and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

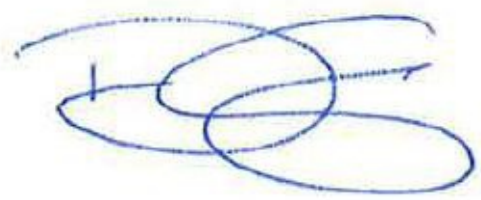
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - National Public Works Week

Proclamation

NATIONAL PUBLIC WORKS WEEK
MAY 15-21, 2022

WHEREAS, the American Public Works Association has designated the week of May 15th 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 government vehicles and equipment, roads, bridges, bikeways, traffic systems, public buildings, flood control facilities, street maintenance, and Roseville Transit; and

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

WHEREAS, the health, safety and comfort of our community greatly depends on these facilities and services as well as their planning, design and construction, which is vitally dependent upon the efforts and skill of public works employees; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week.

NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **May 15-21, 2022** as **NATIONAL PUBLIC WORKS WEEK** and urge citizens and civic organizations to acquaint themselves with issues involved in providing public works and recognize the contributions public works staff make toward health, safety, comfort, and quality of life.

SIGNED this 11th day of May 2022.

CITY OF ROSEVILLE
INCORPORATED APRIL 10, 1909

KRISTA BERNASCONI, MAYOR

COUNCIL COMMUNICATION

CC #: 2060
File #: 0203-04

Title:	Painting Services - Contract Purchase Agreements
Contact:	Lori Hogan 916-774-5707 lhogan@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt three resolutions authorizing the City Manager to execute three contract purchase agreements for painting services with River City Painting, Inc., D&H Painting and Sierra Valley Painting, Inc.
The Request for Proposals (RFP) allowed for four optional renewal years at one-year intervals, so staff requests authorization to utilize the optional renewal years of the agreements without further Council approvals, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Public Works Department released RFP 01-046 in February of 2022 to solicit bids for as-needed painting services. The Public Works Department, Building Maintenance Division has an ongoing need for painting repairs and services. These services are scheduled on an as-needed basis at various locations throughout the City. Projects range in size from small painting projects to large facility paint projects. Five companies submitted proposals and all proposals were evaluated on overall proposal, project understanding, cost, qualifications, and experience. River City Painting, Inc., D&H Painting, and Sierra Valley Painting, Inc. were selected to be awarded contract purchase agreements.

FISCAL IMPACT

Projected spending for these on-call agreements for the remainder of FY2021-22 is $400,000. Funding for these agreements is included in the Facility Services Fund and Facility Rehabilitation Fund approved budgets. Additional projects may be paid for with funds from approved budgets from other City departments.

The combined annual value of these contracts is $900,000. Funds will be encumbered one year at a time pending Council approval of the budget for each year. Combined projected spending and contract value for the optional renewal years is as follows: FY2022-23 $975,000; FY2023-24

$1,050,000; FY2024-25 $1,125,000; FY2025-26 $1,200,000; and FY2026-27 $1,275,000.

ENVIRONMENTAL REVIEW

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

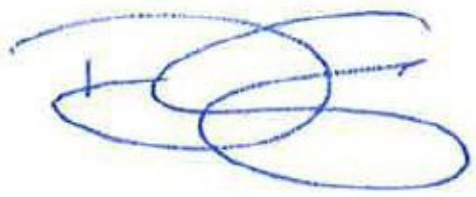
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Lori Hogan, Project Coordinator

Jason Shykowski, Public Works Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-149

River City CPA

Resolution 22-150

D&H Painting CPA

Resolution 22-151

Sierra Valley CPA

RESOLUTION NO. 22-149

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND RIVER CITY PAINTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001916) for as-needed painting services, between the City of Roseville and River City Painting, 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 the City Manager is authorized to execute it and all other related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001916

Supplier Details:

Company	River City Painting Inc
Contact	Glenn Brown
Address	4619 Auburn Blvd
	Sacramento, CA 95841

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE
CALIFORNIA

Contract Purchase Agreement 3001916

Agreement	**3001916**
Agreement Date	**14-MAR-2022**
Revision	**0**
Agreement Amount	**300,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
River City Painting Inc
4619 Auburn Blvd

Sacramento, CA 95841
Phone: ()
Fax: ()
Email: rcp4619@juno.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL THERETO TITLED PAINTING SERVICES #01-046 DATED 2/1/22 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR BY EMAIL AT LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10449	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
20-Apr-2022	**19-Apr-2023**	**Tiffany Valdez** Phone **1-916-774-5708**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

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

Roseville Business License No. 00835019

Contractor License No. 485974

DIR Registration No. 1000003097

Check mark the applicable company type below:

X **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	Glenn Brown Glenn Brown - President
COMPANY NAME	River City Painting, Inc
DATE	3/24/22

Asbestos
Rev 01/16/19

Supplier	
Signature:	Glenn Brown
Print Name:	Glenn Brown
Title:	President

Supplier	
Signature:	
Print Name:	
Title:	

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

RESOLUTION NO. 22-150

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND D&H PAINTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001918) for as-needed painting services, between the City of Roseville and D&H Painting, 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 the City Manager is authorized to execute it and all other related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

CITY OF ROSEVILLE
CALIFORNIA

Contract Purchase Agreement 3001918

Supplier Details:

Company	D&H Painting
Contact	Mike Karapetyan
Address	11128 Portage River Court
	Rancho Cordova, CA 95670

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001918

Agreement	**3001918**
Agreement Date	**14-MAR-2022**
Revision	**0**
Agreement Amount	**300,000.00 USD**

Invoice To
City of Roseville
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678
Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier
D&H Painting
11128 Portage River Court

Rancho Cordova, CA 95670
Phone: ()
Fax: ()
Email: mike_dhpainting@aol.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL THERETO TITLED PROPOSAL FOR RFP 01-046 PAINTING SERVICES (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR BY EMAIL AT LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15219	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

Start Date	End Date	Confirm To
20-Apr-2022	**19-Apr-2023**	**Tiffany Valdez** Phone **1-916-774-5708**

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

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

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

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

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

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

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

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

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

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

Roseville Business License No. _____

Contractor License No. 913050

DIR Registration No. 1000434903

Check mark the applicable company type below:

_____ **Corporation**

_____ **Limited Liability Company**

__X__ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors**.

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Cirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	D&H Painting
DATE	3/21/22

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Hasmik Simonyan
Title:	Partner

Supplier	
Signature:	
Print Name:	David Karapetyan
Title:	Partner

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

RESOLUTION NO. 22-151

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY PAINTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3001917) for as-needed painting services, between the City of Roseville and Sierra Valley Painting, 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 the City Manager is authorized to execute it and all other related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute four (4) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3001917

Supplier Details:

Company	Sierra Valley Painting Inc
Contact	Marcy McCulloch
Address	6049 Douglas Blvd
	Ste 13
	Granite Bay, CA 95746

Submit your response to:

Company	City of Roseville
Contact	Tiffany Valdez
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5708
Fax	(916) 774-5736
E-mail	TValdez@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return two (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3001917

Agreement	3001917
Agreement Date	14-MAR-2022
Revision	0
Agreement Amount	300,000.00 USD

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**
Phone:	(916) 774-5488
Fax:	(916) 784-3796
Email:	accountspayable@roseville.ca.us

Supplier	**Sierra Valley Painting Inc** 6049 Douglas Blvd Ste 13 Granite Bay, CA 95746
Phone:	(916) 788-1044
Fax:	(916) 788-1075
Email:	marcy@sierravalleypainting.com

Description of Labor, equipment and/or materials

THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL THERETO TITLED RFP 01-046 - PAINTING SERVICES & ADDENDUM ONE DATED 1/27/22 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #01-046 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS CONTRACT PURCHASE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT LORI HOGAN AT 916-774-5707 OR BY EMAIL AT LHOGAN@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service is an approximate value only. The City cannot guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14941	Net 30	Freight on Board at the destination	Destination	Best Method

Start Date	End Date	Confirm To
20-Apr-2022	19-Apr-2023	Tiffany Valdez Phone 1-916-774-5708

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.
10. Contractor agrees to the below insurance requirements:
    a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
    b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
    c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

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

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

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

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

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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.

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14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
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21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
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    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

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

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

Roseville Business License No. 00843314

Contractor License No. 921153

DIR Registration No. PW-LR-1000460138

Check mark the applicable company type below:

✓ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
Construction T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Girby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg. - 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	
COMPANY NAME	Sierra Valley Painting, Inc.
DATE	03/14/2022

Asbestos
Rev 01/16/19

Supplier	
Signature:	
Print Name:	Jake McCulloch
Title:	President

Supplier	
Signature:	
Print Name:	Marcy McCulloch
Title:	Chief Financial Officer

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

COUNCIL COMMUNICATION

CC #: 2051
File #: 0203-03

Title: Hydrofluosilicic Acid (BACC 08-2022) - Contract Purchase Agreement
Contact: Becky Philipp 916-774-5724 bphilipp@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a contract purchase agreement (3002194) with Pencco, Inc. as the lowest responsive bidder for Bay Area Chemical Consortium (BACC) Bid No. 08-2022 for the supply and delivery of Hydrofluosilicic Acid for the Environmental Utilities Water Treatment Plant, and authorize the City Manager to execute it on behalf of the City of Roseville.

Staff requests Council authorize the City Manager or his designee to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Water Treatment Plant has an ongoing requirement for hydrofluosilicic acid (fluoride) that is added to the water to prevent dental caries or tooth decay. This chemical will be purchased as needed throughout the year.

In February 2022, the City participated in a regional chemical bid led by the Bay Area Chemical Consortium (BACC), with the Bay Area Clean Water Agency serving as the coordinating agency. BACC is comprised of water and wastewater agencies in the Northern California area, working together to purchase chemicals by combining bid solicitations. BACC is an informal cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' water and wastewater customers.

Pencco, Inc. was the lowest responsive bidder for the BACC Bid No. 08-2022 for the supply and delivery of Hydrofluosilicic Acid.

FISCAL IMPACT

The annual cost is $107,550. Funding is included in the Environmental Utilities Department's proposed FY2022-23 budget. Projected spending for the optional renewal years is as follows: FY2023-24, $113,000; FY2024-25, $119,000; FY2025-26, $125,000.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Contract Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

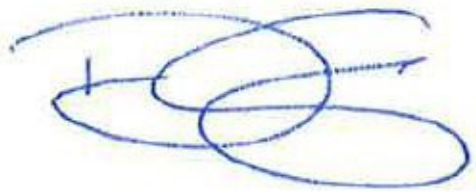
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-141

Contract Purchase Agreement

Delegation of Authority

RESOLUTION NO. 22-141

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PENCCO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002194) for the supply and delivery of Hydrofluosilicic Acid for the Environmental Utilities Water Treatment Plant, between the City of Roseville and Pencco, 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 the City Manager is authorized to execute it and all other related documents on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Contract Purchase Agreement 3002194

Supplier Details:

Company	Pencco Inc
Contact	Sarah Duffy
Address	P.O. Box 600
	San Felipe, TX 77473

Submit your response to:

Company	City of Roseville
Contact	"Becky" Rebecca Philipp
Address	Purchasing Division
	2075 Hilltop Circle
	Roseville, CA 95747
Phone	(916) 774-5724
Fax	(916) 774-5736
E-mail	BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return (2) signed originals of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**
(1) A signature from the President and the corporate seal; **OR**
(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:
The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.

CITY OF ROSEVILLE CALIFORNIA

Contract Purchase Agreement 3002194

Agreement	**3002194**
Agreement Date	**08-APR-2022**
Revision	**0**
Agreement Amount	**107,550.00 USD**

Invoice To	**City of Roseville** **Accounts Payable** **311 Vernon St** **ROSEVILLE CA 95678**	Supplier	**Pencco Inc** P.O. Box 600 San Felipe, TX 77473
Phone:	(916) 774-5488	**Phone:**	(979) 885-0005
Fax:	(916) 784-3796	**Fax:**	(979) 885-3208
Email:	accountspayable@roseville.ca.us	**Email:**	sarah@pencco.com

Description of Labor, equipment and/or materials

VENDOR SHALL SUPPLY AND DELIVER HYDROFLUOSILICIC ACID ON AN AS-NEEDED BASIS AT A COST OF $2.39/GALLON IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, AND ATTACHMENTS OF BACC BID NO. 08-2022.

START DATE: UPON EXECUTED AGREEMENT
END DATE: 6/30/23

PLEASE CONTACT DANIEL JOHNSON AT THE WATER TREATMENT PLANT AT (916)746-1999 OR DJOHNSON@ROSEVILLE.CA.US OR STEPHEN PETERSON AT 916-746-1996 OR SPETERSON@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

*The total agreement amount is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15126	**Net 30**	**Freight on Board at the destination**	**Destination**	**Best Method**

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

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

4. Time is of the essence of this Agreement.

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

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

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

8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.

9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10. Contractor agrees to the below insurance requirements:

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

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

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

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

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

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

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

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

h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of

subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

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

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

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

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

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

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

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

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

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

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

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

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

    CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

✓ **Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Sole Proprietor**

City Reserves the right to withold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

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

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

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

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

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

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

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

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

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

Insurance Submission Process

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

How It Works

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

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

Supplier	
Signature:	Sarah Duffy
Print Name:	Sarah Duffy
Title:	Bid Sec.

Supplier	
Signature:	R L Horne
Print Name:	R.L. Horne
Title:	President

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

Pencco
higher standards. better water.

PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior Notice was waived and a meeting of the Directors was held on August 15, 2014. The following resolution was adopted in respects to the official signing of bids on behalf of Pencco, Inc.

BE IT RESOLVED by the Board of Directors of Pencco, Inc. in a meeting duly assembled that Monica Avila, former Bid Secretary of the Corporation, no longer has authority to negotiate for and sign any bid proposals and/or contracts on behalf of the Corporation.

BE IT FURTHER RESOLVED that Sarah Duffy, Bid Secretary, of the Corporation has authority to negotiate for and sign any bid proposals and/or contracts which the Corporation might enter into for the furnishing of services for the Corporation under such terms, conditions, and stipulations, and for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary and the meeting was concluded.

R L Horne

Ron L. Horne, President

COUNCIL COMMUNICATION

CC #: 2048
File #: 0203-06

Title:	Oracle Cloud Subscription Services - Public Sector Agreement
Contact:	Lisa Green 916-774-5154 greenlisa@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve an agreement with Oracle America, Inc. for Oracle Cloud Subscription Services and authorize the City Manager to execute the agreement on the City's behalf.

Additionally, staff requests authority for the City Manager or his designee to approve potential license overage fees, not to exceed $15,000.

The agreement allows for five (5) optional renewal years at one (1) year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the agreement without further Council approval, provided that the applicable budget is approved by the City Council each year, or until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

In 2017, the City implemented Oracle Cloud, which included a 5-year subscription ending May 20, 2022. This subscription is required to access and use Oracle Planning and Budgeting Cloud services and Oracle Fusion Cloud, also referred as Oracle Enterprise Resource Planning (ERP).

FISCAL IMPACT

There are adequate resources available in the Information Technology Operations Internal Service Fund to fund this recommended subscription of $522,388.80 and contingency of $15,000.

The initial agreement includes optional renewals for 5 years with a 4% increase for years 1 – 3; and 5% increase for years 4 – 5. Projected spending for the optional renewal years is as follows: FY2023-24, $543,284.35; FY2024-25, $565,015.73; FY2025-26, $587,616.36; FY2025-26, $616,997.17; FY2025-26, $647,847.03.

ENVIRONMENTAL REVIEW

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

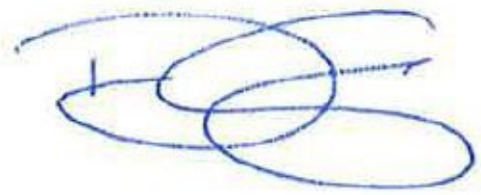
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Lisa Green, ERP Program Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-139

Public Sector Agreement For Oracle Cloud Services

Oracle Subscription Ordering Document

, RESOLUTION NO. 22-139

APPROVING A PUBLIC SECTOR AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ORACLE AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Public Sector Agreement for Oracle Cloud Services, between the City of Roseville and Oracle America, Inc., has been reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve potential license overage fees, consistent with the contract terms, provided that the net cost of all change orders shall not exceed fifteen thousand dollars ($15,000).

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute five (5) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORACLE

PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4. NONDISCLOSURE

4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at http://www.oracle.com/us/corporate/contracts/cloud-services/index.html.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

a. the relevant Oracle privacy policies applicable to the Services, available at http://www.oracle.com/us/legal/privacy/overview/index.html; and

b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF

REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or

applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. EXPORT

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17. OTHER

17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of the Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and this Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Agreement.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

18. ENTIRE AGREEMENT

18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

19.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

19.5 "**Users**" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

19.6 "**Your Content**" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by

You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

20. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Customer Name: City of Roseville

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Oracle America, Inc.

Authorized Signature: DocuSigned by: Tasha Malana DB881ABF85C4421...

Name: _____

Title: _____

Signature Date: _____

Agreement No.: US-CSA-CPQ-2394342

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Roseville	**Contact**	Lisa Green
Address	311 Vernon Street ROSEVILLE CA 95678	**Phone Number**	(916) 774-5154
		Email Address	GreenLisa@roseville.ca.us

Renew Subscription Term: 21-May-2022 to 20-May-2023

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	3.12	82,368.00
B86334 - Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	NORTH AMERICA	2200	12 mo	1.68	44,352.00
B85243 - Oracle Data Masking for Fusion Cloud Services - Each	NORTH AMERICA	1	12 mo	500.00	6,000.00
B86836 - Oracle Fusion Financials Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.92	50,688.00
B86847 - Oracle Fusion Procurement Contracts Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.54	40,550.40
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,350.00	16,200.00
B86838 - Oracle Fusion Expenses Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	0.19	5,068.80
B86840 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	0.19	5,068.80
B86841 - Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	0.16	4,224.00
B86843 - Oracle Fusion Purchasing Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.54	40,550.40
B86844 - Oracle Fusion Supplier Portal Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.54	40,550.40

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B86848 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	0.38	10,137.60
B86849 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.54	40,550.40
B86850 - Oracle Fusion Project Financials Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	1.92	50,688.00
B86855 - Oracle Fusion Grants Management Cloud Service - Hosted Employee	NORTH AMERICA	2200	12 mo	0.96	25,344.00
B79785 - Oracle Enterprise Performance Reporting Cloud Service - Hosted Named User	NORTH AMERICA	15	12 mo	50.40	9,072.00
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	50	12 mo	50.40	30,240.00
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	1000	12 mo	0.72	8,640.00
			Subtotal		510,292.80

Expansion at Renewal Term: 20-May-2023

Service Period: 12 months					
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**Unit Net Price**	**Net Fee**
B73946 - Oracle Planning and Budgeting Cloud Service - Hosted Named User	NORTH AMERICA	20	12 mo	50.40	12,096.00
			Subtotal		12,096.00

Fee Description	Net Fee
Cloud Services Fees	522,388.80
Net Fees	522,388.80
Total Fees	522,388.80

A. Terms of Your Order

1. Applicable Agreement:

a. Public Sector Agreement for Cloud Services US-CSA-CPQ-2394342

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 20-May-2022

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Linking Language

You acknowledge and agree that the terms and conditions of this order are contingent upon the simultaneous execution of the order(s) with the footer(s) Cloud_Cloud Services Agreement (CSA)_US Public Sector_v040119_US_ENG between the parties. If the parties do not simultaneously execute the above referenced order(s) with this order, this order shall be deemed to have no legal effect, even if executed.

2. Option Years

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for Five (5) additional 12-month renewal periods (each an "Option Year") for the fees specified below. Professional Services are not included in the Option Years.

Option Year 1: (commencing the day after the last day of the Services Period specified on this order): $[Total 12-month annualized Cloud Services fees for the Services Period under this order] x 1.04
Option Year 2: $[Total 12-month annualized Cloud Services fees for Option Year One] x 1.04
Option Year 3: $[Total 12-month annualized Cloud Services fees for Option Year Two] x 1.04
Option Year 4: $[Total 12-month annualized Cloud Services fees for Option Year Three] x 1.05
Option Year 5: $[Total 12-month annualized Cloud Services fees for Option Year Four] x 1.05

You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

3. Price Hold

During the Services Period, City of Roseville may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above for expansion of the Cloud Services under this order. This price hold does not apply to services that contain "EDU" as the prefix in the Services name, to Eloqua Marketing Platform Cloud Services, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.

4. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

City of Roseville		Oracle America, Inc.	DocuSigned by:
Signature		Signature	Jake Camarillo 3C26488AB41E4BB...
Name		Name	
Title		Title	
Signature Date		Signature Date	

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	CITY OF ROSEVILLE	**Customer Name**	City of Roseville
Customer Address	311 Vernon St Roseville CA 95678	**Customer Address**	311 Vernon Street ROSEVILLE CA 95678
Contact Name	Lisa Green	**Contact Name**	Lisa Green
Contact Phone	9167745154	**Contact Phone**	(916) 774-5154
Contact Email	GreenLisa@roseville.ca.us	**Contact Email**	GreenLisa@roseville.ca.us

COUNCIL COMMUNICATION

CC #: 2056
File #: 0320-01

Title:	Resolution Declaring Weeds and Rubbish a Public Nuisance - Setting a Public Hearing Date
Contact:	Jason Rizzi 916 774-5802 jrizzi@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.4.

RECOMMENDATION TO COUNCIL

To initiate the 2022 Weed Abatement Program staff recommends Council approval of the attached resolution declaring weeds, rubbish, dirt, and/or rank growth within the City of Roseville on the parcels identified on the attached list, (based on available City of Roseville GIS data at the time of report) to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing.

BACKGROUND

The Fire Department manages a very proactive and effective annual Weed Abatement Program. Each year all vacant parcels are identified and property owners are notified of their obligation to maintain adequate fire breaks as a fire protection/prevention measure. The fire and life safety requirements for vegetation management are contained in the California Fire Code, which is enforced by the Roseville Fire Department. Property owners are given an opportunity to abate hazards that exist on their parcels. The City only conducts abatement activities on private parcels once the owner has failed to abate the hazard by a pre-determined date specified by the Fire Department. Abatement costs related to private properties are billed to the respective property owners. The notification, public hearing, and cost recovery processes are specified in Chapter 9.20 of the Roseville Municipal Code.

The public hearing will be scheduled for the City Council meeting on Wednesday, June 15, 2022.

FISCAL IMPACT

Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject property and the monies owed are reimbursed through the property tax collection process.

ENVIRONMENTAL REVIEW

The Weed Abatement Program involves minor alteration in the condition of the land, water, and/or vegetation and will not remove healthy, mature, scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

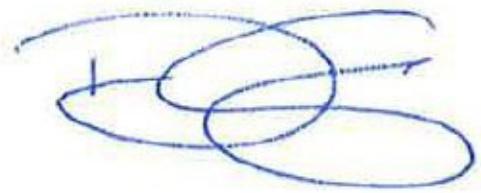
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Respectfully Submitted,

Jason Rizzi, Fire Division Chief

Rick Bartee, Fire Chief



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-144

2022 Public Hearing Weed Abatement

2022 Weed Abatement Parcel List - ALPHA

2022 Weed Abatement Parcel List - APN

2022 Sample Weed Abatement Letter

RESOLUTION NO. 22-144

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE DECLARING ALL WEEDS, DIRT, RUBBISH OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A PUBLIC NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS

WHEREAS, weeds, dirt, rubbish and rank growths are growing, located and existing on property within the City of Roseville and constitute a public nuisance, and

WHEREAS, it is the desire of the Council to cause the abatement of that nuisance by destruction or removal of such weeds, dirt, rubbish and rank growths.

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

That all weeds, dirt, rubbish and rank growths growing, located or existing on the property within the City of Roseville described by Placer County Assessor's parcel numbers in the "weed, dirt, rubbish and rank growths abatement list – FY2021-22", a copy of which is on file in the office of the City Clerk, are hereby declared to be a public nuisance.

1. That the Fire Chief of the City of Roseville is hereby ordered to give notice of the passage of this resolution and required by law stating, among other things, that unless such nuisance be abated without delay of the destruction or removal of the weeds, dirt, rubbish and rank growths. The nuisance will be abated by the city authorities and the expenses thereof assessed upon the lots, parcels and lands from or on which such nuisance is abated.

2. That Wednesday, June 15, 2022 at 6:00 p.m. or as soon thereafter as the matter can be heard, in the Council Chambers in City Hall, 311 Vernon Street, Roseville, California, is hereby fixed as the time and place for hearing.

3. That the City Clerk is hereby directed to publish notice to destroy or remove those weeds, dirt, rubbish or rank growths declared therein to be a public nuisance at least twice in a newspaper published and circulated in the City of Roseville. The first publication of which shall be at least (10) ten days prior to the time fixed herein by this Council for hearing objections.

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

NOTICE

Public Notice is hereby given that a public hearing will be held before the City Council of the City of Roseville for the purpose of considering the following:

WEED ABATEMENT HEARING

On May 11, 2022 pursuant to the provisions of Chapter 9.20 of the Roseville Municipal Code, the City Council of the City of Roseville adopted Resolution No.22-___ declaring that all weeds as defined in Section 9.20.010 (C) (1) of said chapter and all dirt, rubbish and/or rank growth, as defined in Section 9.20.010 (C) (2,3,4) of said chapter, of any kind on private property, or in any street or alley abutting any property, constitute a public nuisance which must be abated by the destruction or removal thereof.

All property owners, lessees or occupants of buildings, grounds or lots shall, without delay, destroy or remove all such weeds, dirt, rubbish and/or rank growths from their property and half of the abutting street and alley, if any, between the lot lines, as extended, or such weeds, dirt, rubbish and/or rank growths will be destroyed or removed and such nuisance abated by the city authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands from or on which, or abutting the streets and alleys from or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which municipal taxes are collected.

All property owners having objections to the proposed abatement of the nuisances are hereby notified to attend a meeting of the Council of the City of Roseville to be held on June 15, 2022, at 6:00 o'clock p.m., or as soon thereafter as may be heard, in the Civic Center Council Chambers, 311 Vernon Street, Roseville, CA, where and when all objections will be heard and given due consideration.

FIRE CHIEF OF THE CITY OF ROSEVILLE
RICK BARTEE

ROSEVILLE CITY COUNCIL
CARMEN AVALOS, CITY CLERK

DATED: May 11, 2022

PUBLISH: FRIDAY, May _____

Weed Abatement 2022 – List of Parcels

Address	APN	Address	APN
3313 ADELAIDE LP	403-040-046-000	5075 ASHLEY WOODS DR	464-050-018-000
7017 ADELAIDE DR	403-050-049-000	5144 ASHLEY WOODS DR	464-040-033-000
7105 ADELAIDE DR	403-020-068-000	5145 ASHLEY WOODS DR	464-040-034-000
7145 ADELAIDE DR	403-020-047-000	9214 ATKINSON ST	473-070-015-000
3001 ALDERWOOD PL	496-570-008-000	904 ATLANTIC ST	013-012-002-000
3009 ALDERWOOD PL	496-570-009-000	951 ATLANTIC ST	015-110-005-000
3017 ALDERWOOD PL	496-570-010-000	8650 AUBURN BL	471-080-003-000
3025 ALDERWOOD PL	496-570-011-000	329½ B ST	014-033-024-000
3033 ALDERWOOD PL	496-570-012-000	4000 BACKWATER COVE CI	496-500-001-000
3041 ALDERWOOD PL	496-570-013-000	4001 BACKWATER COVE CI	496-500-026-000
3049 ALDERWOOD PL	496-560-001-000	4009 BACKWATER COVE CI	496-500-025-000
3057 ALDERWOOD PL	496-560-002-000	4017 BACKWATER COVE CI	496-500-024-000
532 ALOLA ST	013-053-015-000	4024 BACKWATER COVE CI	496-500-004-000
625 ALTA VISTA AV	011-181-006-000	4025 BACKWATER COVE CI	496-500-023-000
1055 AMINGTON DR	490-360-003-000	4032 BACKWATER COVE CI	496-500-005-000
1271 ANTELOPE CREEK DR	015-166-014-000	4033 BACKWATER COVE CI	496-500-022-000
2001 ARBOR RIDGE DR	498-230-001-000	4040 BACKWATER COVE CI	496-500-006-000
2024 ARBOR RIDGE DR	498-230-073-000	4041 BACKWATER COVE CI	496-500-021-000
2032 ARBOR RIDGE DR	498-230-072-000	4048 BACKWATER COVE CI	496-500-007-000
2033 ARBOR RIDGE DR	498-230-005-000	4056 BACKWATER COVE CI	496-500-008-000
2041 ARBOR RIDGE DR	498-230-006-000	4064 BACKWATER COVE CI	496-500-009-000
2048 ARBOR RIDGE DR	498-230-071-000	4072 BACKWATER COVE CI	496-500-010-000
2049 ARBOR RIDGE DR	498-230-007-000	4080 BACKWATER COVE CI	496-500-011-000
2056 ARBOR RIDGE DR	498-230-070-000	4088 BACKWATER COVE CI	496-500-012-000
2057 ARBOR RIDGE DR	498-230-008-000	4096 BACKWATER COVE CI	496-500-013-000
2064 ARBOR RIDGE DR	498-230-069-000	4104 BACKWATER COVE CI	496-500-014-000
2065 ARBOR RIDGE DR	498-230-009-000	4121 BACKWATER COVE CI	496-500-020-000
2072 ARBOR RIDGE DR	498-230-068-000	4129 BACKWATER COVE CI	496-500-019-000
2073 ARBOR RIDGE DR	498-230-010-000	4137 BACKWATER COVE CI	496-500-018-000
2080 ARBOR RIDGE DR	498-230-067-000	4145 BACKWATER COVE CI	496-500-017-000
2081 ARBOR RIDGE DR	498-230-011-000	4153 BACKWATER COVE CI	496-500-016-000
2088 ARBOR RIDGE DR	498-230-066-000	4161 BACKWATER COVE CI	496-500-015-000
2089 ARBOR RIDGE DR	498-230-012-000	130 BARJO AL	014-102-023-000
2096 ARBOR RIDGE DR	498-230-065-000	5000 BASELINE RD	498-010-083-000
2097 ARBOR RIDGE DR	498-230-013-000	5200 BASELINE RD	498-010-082-000
2104 ARBOR RIDGE DR	498-230-064-000	5400 BASELINE RD	498-010-081-000
2105 ARBOR RIDGE DR	498-230-014-000	5480 BASELINE RD	498-010-065-000
2113 ARBOR RIDGE DR	498-230-015-000	5600 BASELINE RD	498-010-064-000
2121 ARBOR RIDGE DR	498-230-016-000	5750 BASELINE RD	499-010-100-000
2129 ARBOR RIDGE DR	498-230-017-000	5850 BASELINE RD	499-010-099-000
2137 ARBOR RIDGE DR	498-230-018-000	5990 BASELINE RD	499-010-081-000
2144 ARBOR RIDGE DR	498-230-037-000	6000 BASELINE RD	499-010-075-000
2152 ARBOR RIDGE DR	498-230-036-000	6200 BASELINE RD	499-010-074-000
5169 ASHBROOK ST	481-340-031-000	6250 BASELINE RD	499-010-080-000

301 BEE BALM CT	498-230-074-000
308 BEE BALM CT	498-230-080-000
309 BEE BALM CT	498-230-075-000
316 BEE BALM CT	498-230-079-000
317 BEE BALM CT	498-230-076-000
324 BEE BALM CT	498-230-078-000
325 BEE BALM CT	498-230-077-000
505 BERRY ST	015-100-031-000
601 BERRY ST	015-100-057-000
141 BIRCH ST	012-144-005-000
3000 BLACKWELDER WY	499-080-039-000
3001 BLACKWELDER WY	499-080-026-000
3008 BLACKWELDER WY	499-080-038-000
3009 BLACKWELDER WY	499-080-027-000
3016 BLACKWELDER WY	499-080-037-000
3017 BLACKWELDER WY	499-080-028-000
3024 BLACKWELDER WY	499-080-036-000
3025 BLACKWELDER WY	499-080-029-000
3032 BLACKWELDER WY	499-080-035-000
3033 BLACKWELDER WY	499-080-030-000
3040 BLACKWELDER WY	499-080-034-000
3041 BLACKWELDER WY	499-080-031-000
3048 BLACKWELDER WY	499-080-033-000
3049 BLACKWELDER WY	499-080-032-000
3056 BLACKWELDER WY	499-090-064-000
3057 BLACKWELDER WY	499-090-065-000
3064 BLACKWELDER WY	499-090-063-000
3065 BLACKWELDER WY	499-090-066-000
3072 BLACKWELDER WY	499-090-062-000
3073 BLACKWELDER WY	499-090-067-000
3080 BLACKWELDER WY	499-090-061-000
3081 BLACKWELDER WY	499-090-068-000
216 BLADE CT	481-330-061-000
217 BLADE CT	481-330-016-000
224 BLADE CT	481-330-062-000
225 BLADE CT	481-330-015-000
232 BLADE CT	481-330-063-000
233 BLADE CT	481-330-014-000
240 BLADE CT	481-330-064-000
241 BLADE CT	481-330-013-000
1431 BLUE OAKS BL	481-260-014-000
1451 BLUE OAKS BL	481-260-013-000
1475 BLUE OAKS BL	481-260-005-000
1478 BLUE OAKS BL	482-340-012-000
1485 BLUE OAKS BL	481-260-031-000
2150 BLUE OAKS BL	017-101-048-000
2450 BLUE OAKS BL	492-012-090-000
2720 BLUE OAKS BL	017-101-015-000
2860 BLUE OAKS BL	017-490-027-000
2880 BLUE OAKS BL	017-490-026-000
2930 BLUE OAKS BL	017-490-025-000
3040 BLUE OAKS BL	017-490-008-000
3260 BLUE OAKS BL	017-490-002-000
3338 BLUE OAKS BL	017-490-001-000
520 BONITA ST	014-152-004-000
200 BONNY KNOLL RD	014-120-010-000
2001 BOREALIS CI	498-200-001-000
2009 BOREALIS CI	498-200-002-000
2017 BOREALIS CI	498-200-003-000
2025 BOREALIS CI	498-200-004-000
2033 BOREALIS CI	498-200-005-000
2040 BOREALIS CI	498-200-033-000
2041 BOREALIS CI	498-200-006-000
2048 BOREALIS CI	498-200-032-000
2049 BOREALIS CI	498-200-007-000
2056 BOREALIS CI	498-200-031-000
2057 BOREALIS CI	498-200-008-000
2064 BOREALIS CI	498-200-030-000
2065 BOREALIS CI	498-200-009-000
2072 BOREALIS CI	498-200-029-000
2073 BOREALIS CI	498-200-010-000
2080 BOREALIS CI	498-200-028-000
2081 BOREALIS CI	498-200-011-000
2088 BOREALIS CI	498-200-027-000
2089 BOREALIS CI	498-200-012-000
2096 BOREALIS CI	498-200-026-000
2097 BOREALIS CI	498-200-013-000
2104 BOREALIS CI	498-200-025-000
2105 BOREALIS CI	498-200-014-000
2112 BOREALIS CI	498-200-024-000
2113 BOREALIS CI	498-200-015-000
2120 BOREALIS CI	498-200-023-000
2121 BOREALIS CI	498-200-016-000
2128 BOREALIS CI	498-200-022-000
2129 BOREALIS CI	498-200-017-000
2320 BOREALIS CI	498-200-034-000
2321 BOREALIS CI	498-200-072-000
3120 BRANDENBURBER DR	499-100-059-000
6008 BRENTON WY	499-110-018-000
6009 BRENTON WY	499-120-043-000
6016 BRENTON WY	499-110-019-000
6017 BRENTON WY	499-120-042-000
6024 BRENTON WY	499-110-020-000
6025 BRENTON WY	499-120-041-000
6032 BRENTON WY	499-110-021-000
6033 BRENTON WY	499-120-040-000
8089 BRIGHT STAR RD	498-100-041-000
5252 CAMPCREEK LP	478-320-037-000

6130 CAMPUS PW	481-270-003-000
6169 CAMPUS PW	481-300-040-000
124 CENTER ST	013-022-047-000
1208 CHAMPION OAKS DR	469-130-023-000
5144 CHELSEA CREEK RD	498-220-012-000
5145 CHELSEA CREEK RD	498-220-013-000
5152 CHELSEA CREEK RD	498-220-011-000
5153 CHELSEA CREEK RD	498-220-014-000
5160 CHELSEA CREEK RD	498-220-010-000
5161 CHELSEA CREEK RD	498-220-015-000
5168 CHELSEA CREEK RD	498-220-009-000
5169 CHELSEA CREEK RD	498-220-016-000
5176 CHELSEA CREEK RD	498-220-008-000
5177 CHELSEA CREEK RD	498-220-017-000
5184 CHELSEA CREEK RD	498-220-007-000
5185 CHELSEA CREEK RD	498-220-018-000
5192 CHELSEA CREEK RD	498-220-006-000
5193 CHELSEA CREEK RD	498-220-019-000
5200 CHELSEA CREEK RD	498-220-005-000
5201 CHELSEA CREEK RD	498-220-020-000
5208 CHELSEA CREEK RD	498-220-004-000
5209 CHELSEA CREEK RD	498-220-021-000
5216 CHELSEA CREEK RD	498-220-003-000
5217 CHELSEA CREEK RD	498-220-022-000
5224 CHELSEA CREEK RD	498-220-002-000
5232 CHELSEA CREEK RD	498-220-001-000
5081 CHICO DR	403-030-043-000
405 CHURCH ST	012-152-011-000
600 CHURCH ST	012-144-010-000
1000 CHURCH ST	012-171-031-000
1004 CHURCH ST	012-171-030-000
1008 CHURCH ST	012-171-029-000
1012 CHURCH ST	012-171-013-000
823 CIRBY WY	471-010-005-000
1021 CIRBY WY	471-190-046-000
429 CLINTON AV	014-252-019-000
5000 CLOUD BURST WY	496-480-009-000
5001 CLOUD BURST WY	496-480-010-000
5008 CLOUD BURST WY	496-470-038-000
5009 CLOUD BURST WY	496-470-037-000
5016 CLOUD BURST WY	496-470-039-000
5017 CLOUD BURST WY	496-470-036-000
5024 CLOUD BURST WY	496-470-040-000
5032 CLOUD BURST WY	496-470-041-000
5040 CLOUD BURST WY	496-470-042-000
5048 CLOUD BURST WY	496-470-043-000
5056 CLOUD BURST WY	496-470-044-000
5080 CLOUD BURST WY	496-470-001-000
5088 CLOUD BURST WY	496-470-002-000
5089 CLOUD BURST WY	496-470-066-000
5096 CLOUD BURST WY	496-470-003-000
5097 CLOUD BURST WY	496-470-065-000
5104 CLOUD BURST WY	496-470-004-000
5105 CLOUD BURST WY	496-470-064-000
5112 CLOUD BURST WY	496-470-005-000
5113 CLOUD BURST WY	496-470-063-000
5120 CLOUD BURST WY	496-470-006-000
5121 CLOUD BURST WY	496-470-062-000
5128 CLOUD BURST WY	496-470-007-000
5129 CLOUD BURST WY	496-470-061-000
3161 CONCORD VIEW WY	498-050-005-000
250 CONFERENCE CENTER DR	363-011-013-000
290 CONFERENCE CENTER DR	363-011-086-000
3801 COUNTRY CLUB DR	017-380-013-000
8711 CRIMSON RIDGE WY	481-290-073-000
8742 CRIMSON RIDGE WY	481-310-123-000
8750 CRIMSON RIDGE WY	481-310-124-000
8758 CRIMSON RIDGE WY	481-310-125-000
8766 CRIMSON RIDGE WY	481-310-126-000
8774 CRIMSON RIDGE WY	481-310-127-000
8782 CRIMSON RIDGE WY	481-310-128-000
8790 CRIMSON RIDGE WY	481-310-129-000
8798 CRIMSON RIDGE WY	481-310-130-000
8814 CRIMSON RIDGE WY	481-310-131-000
8822 CRIMSON RIDGE WY	481-310-132-000
8846 CRIMSON RIDGE WY	481-310-004-000
8871 CRIMSON RIDGE WY	481-290-018-000
8879 CRIMSON RIDGE WY	481-290-019-000
8887 CRIMSON RIDGE WY	481-290-020-000
8894 CRIMSON RIDGE WY	481-310-009-000
8895 CRIMSON RIDGE WY	481-290-021-000
2225 CUMBERLAND LP	492-340-041-000
2355 CUMBERLAND DR	492-320-040-000
424 DANWOOD CT	403-030-042-000
2130 DAYLIGHT DR	496-100-032-000
2134 DAYLIGHT DR	496-480-001-000
2142 DAYLIGHT DR	496-480-002-000
2150 DAYLIGHT DR	496-480-003-000
2158 DAYLIGHT DR	496-480-004-000
2166 DAYLIGHT DR	496-480-005-000
2190 DAYLIGHT DR	496-480-008-000
104 DEMPSEY CT	455-280-010-000
104 DEMPSEY CT	455-290-036-000
125 DEMPSEY CT	455-280-071-000
165 DEMPSEY CT	455-280-070-000
195 DEMPSEY CT	455-280-069-000
195 DEMPSEY CT	455-334-012-000
196 DEMPSEY CT	455-280-009-000

3040 DEMPSEY DR	455-290-035-000
500 DEREK PL	015-350-005-000
120 DIAMOND CREEK PL	482-420-002-000
280 DIAMOND OAKS RD	015-011-028-000
356 DIAMOND OAKS RD	015-011-029-000
551 DIAMOND OAKS RD	363-011-058-000
906 DOUGLAS BL	014-113-049-000
1017 DOUGLAS BL	013-194-027-000
1600 DOUGLAS BL	014-450-041-000
1600 DOUGLAS BL	014-450-053-000
1905 DOUGLAS BL	048-011-005-000
1780 E ROSEVILLE PW	458-050-078-000
1784 E ROSEVILLE PW	458-050-077-000
1851 E ROSEVILLE PW	468-010-044-000
5040 EAGLETON WY	464-060-015-000
5040 EAGLETON WY	464-070-045-000
5055 EAGLETON WY	464-060-014-000
408 EARL AV	014-252-003-000
415 EARL AV	014-250-011-000
3050 EARL RUSH DR	498-020-008-000
3115 EARL RUSH DR	498-020-052-000
3201 EARL RUSH DR	498-020-054-000
3801 EARL RUSH DR	498-020-017-000
220 EAST ST	013-024-023-000
5051 EASTRIDGE DR	466-020-043-000
1005 EDWINA JUSTUS LP	011-147-014-000
300 ELEFA ST	011-092-010-000
800 ELKO CT	492-440-051-000
801 ELKO CT	492-440-046-000
808 ELKO CT	492-440-050-000
809 ELKO CT	492-440-047-000
816 ELKO CT	492-440-049-000
817 ELKO CT	492-440-048-000
262 ELM ST	012-132-047-000
1661 ESKATON LP	482-450-074-000
1513 EUREKA RD	048-013-013-000
345 EVELYN AV	013-221-026-000
2001 EVENING STAR CI	496-600-025-000
2008 EVENING STAR CI	496-600-001-000
2009 EVENING STAR CI	496-600-026-000
2016 EVENING STAR CI	496-600-002-000
2017 EVENING STAR CI	496-600-027-000
2024 EVENING STAR CI	496-600-003-000
2032 EVENING STAR CI	496-600-004-000
2040 EVENING STAR CI	496-600-005-000
2048 EVENING STAR CI	496-600-006-000
2056 EVENING STAR CI	496-600-007-000
2057 EVENING STAR CI	496-600-015-000
2064 EVENING STAR CI	496-600-008-000
2065 EVENING STAR CI	496-600-014-000
2072 EVENING STAR CI	496-600-009-000
2073 EVENING STAR CI	496-600-013-000
2080 EVENING STAR CI	496-600-010-000
2081 EVENING STAR CI	496-600-012-000
2088 EVENING STAR CI	496-600-011-000
2105 EVENING STAR CI	496-600-016-000
2113 EVENING STAR CI	496-600-017-000
2121 EVENING STAR CI	496-600-018-000
2129 EVENING STAR CI	496-600-019-000
2137 EVENING STAR CI	496-600-020-000
2145 EVENING STAR CI	496-600-021-000
2152 EVENING STAR CI	496-600-028-000
2153 EVENING STAR CI	496-600-022-000
2160 EVENING STAR CI	496-600-029-000
2168 EVENING STAR CI	496-600-030-000
2176 EVENING STAR CI	496-600-031-000
2184 EVENING STAR CI	496-600-032-000
2192 EVENING STAR CI	496-600-033-000
2193 EVENING STAR CI	496-600-023-000
2200 EVENING STAR CI	496-600-034-000
2208 EVENING STAR CI	496-600-035-000
2216 EVENING STAR CI	496-600-036-000
2217 EVENING STAR CI	496-600-024-000
4073 EXPEDITION LN	496-570-033-000
4081 EXPEDITION LN	496-570-034-000
10051 FAIRWAY DR	017-123-088-000
10435 FAIRWAY DR	017-123-020-000
10521 FAIRWAY DR	357-150-005-000
10537 FAIRWAY DR	357-150-012-000
10553 FAIRWAY DR	357-150-011-000
10561 FAIRWAY DR	357-150-010-000
10577 FAIRWAY DR	357-150-009-000
5361 FANDANGO LP	499-060-017-000
5368 FANDANGO LP	499-060-038-000
5369 FANDANGO LP	499-060-016-000
5376 FANDANGO LP	499-060-039-000
5384 FANDANGO LP	499-060-040-000
5385 FANDANGO LP	499-060-015-000
5392 FANDANGO LP	499-060-041-000
5393 FANDANGO LP	499-060-014-000
5400 FANDANGO LP	499-060-042-000
5401 FANDANGO LP	499-060-013-000
5409 FANDANGO LP	499-060-012-000
5417 FANDANGO LP	499-060-011-000
5425 FANDANGO LP	499-060-010-000
5433 FANDANGO LP	499-060-009-000
5441 FANDANGO LP	499-060-008-000
5449 FANDANGO LP	499-060-007-000

5457 FANDANGO LP	499-060-006-000
5465 FANDANGO LP	499-060-005-000
5473 FANDANGO LP	499-060-004-000
5480 FANDANGO LP	499-060-053-000
5481 FANDANGO LP	499-060-003-000
5488 FANDANGO LP	499-060-054-000
5489 FANDANGO LP	499-060-002-000
5496 FANDANGO LP	499-060-055-000
5497 FANDANGO LP	499-060-001-000
4701 FIDDYMENT RD	492-013-001-000
4951 FIDDYMENT RD	492-013-006-000
5200 FIDDYMENT RD	492-011-001-000
5251 FIDDYMENT RD	017-117-097-000
5400 FIDDYMENT RD	017-101-038-000
6745 FIDDYMENT RD	017-162-010-000
6810 FIDDYMENT RD	498-010-023-000
6872 FIDDYMENT RD	498-010-021-000
426 FIFTH ST	014-041-016-000
435 FIFTH ST	014-061-039-000
213 FIG ST	012-162-009-000
246 FIG ST	012-134-031-000
3000 FLAMENCO WY	499-020-045-000
3001 FLAMENCO WY	499-020-046-000
109 FOLSOM RD	013-081-005-000
160 FOLSOM RD	013-101-022-000
7631 FOOTHILLS BL	017-232-033-000
7901 FOOTHILLS BL	017-232-031-000
8200 FOOTHILLS BL	481-270-025-000
8701 FOOTHILLS BL	017-232-005-000
8901 FOOTHILLS BL	017-232-006-000
10021 FOOTHILLS BL	017-250-019-000
10198 FOOTHILLS BL	017-250-076-000
8033 FORT COLLINS WY	496-230-057-000
400 FORTUNA CT	498-210-025-000
408 FORTUNA CT	498-210-024-000
416 FORTUNA CT	498-210-023-000
424 FORTUNA CT	498-210-022-000
1016 FORTUNA DR	498-210-033-000
1024 FORTUNA DR	498-210-032-000
1032 FORTUNA DR	498-210-031-000
1040 FORTUNA DR	498-210-030-000
1048 FORTUNA DR	498-210-029-000
1056 FORTUNA DR	498-210-028-000
1064 FORTUNA DR	498-210-027-000
1072 FORTUNA DR	498-210-026-000
7016 FOX TROT WY	499-020-057-000
7024 FOX TROT WY	499-020-034-000
7032 FOX TROT WY	499-020-033-000
1678 FREEDOM WY	363-022-025-000
1736 FREEDOM WY	363-022-017-000
1741 FREEDOM WY	363-022-018-000
1911 FREEDOM WY	363-022-027-000
2000 FREEDOM WY	017-123-080-000
2100 FREEDOM WY	017-123-081-000
2200 FREEDOM WY	017-123-090-000
2201 FREEDOM WY	017-123-084-000
2301 FREEDOM WY	017-123-083-000
500 FRIESIAN CT	499-110-011-000
501 FRIESIAN CT	499-110-028-000
508 FRIESIAN CT	499-110-010-000
509 FRIESIAN CT	499-110-036-000
516 FRIESIAN CT	499-110-009-000
517 FRIESIAN CT	499-110-037-000
524 FRIESIAN CT	499-110-008-000
532 FRIESIAN CT	499-110-007-000
540 FRIESIAN CT	499-110-006-000
548 FRIESIAN CT	499-110-005-000
556 FRIESIAN CT	499-110-004-000
557 FRIESIAN CT	499-110-035-000
564 FRIESIAN CT	499-110-003-000
565 FRIESIAN CT	499-110-034-000
572 FRIESIAN CT	499-110-002-000
573 FRIESIAN CT	499-110-033-000
580 FRIESIAN CT	499-110-001-000
400 FUCHSIA CT	496-580-031-000
408 FUCHSIA CT	496-580-030-000
409 FUCHSIA CT	496-580-023-000
416 FUCHSIA CT	496-580-029-000
417 FUCHSIA CT	496-580-024-000
424 FUCHSIA CT	496-580-028-000
425 FUCHSIA CT	496-580-025-000
432 FUCHSIA CT	496-580-027-000
433 FUCHSIA CT	496-580-026-000
7031 GALILEE RD	017-410-043-000
7100 GALILEE RD	017-410-085-000
7250 GALILEE RD	017-410-070-000
7300 GALILEE RD	017-410-020-000
7400 GALILEE RD	017-410-019-000
3313 GARIBALDI DR	499-010-089-000
246 GIBSON DR	361-230-024-000
250 GIBSON DR	361-230-023-000
270 GIBSON DR	363-011-014-000
540 GIBSON DR	363-011-007-000
556 GIBSON DR	363-011-005-000
564 GIBSON DR	363-011-003-000
572 GIBSON DR	363-011-004-000
580 GIBSON DR	363-011-002-000
101 GOLDBLOOM PL	498-230-019-000

108 GOLDBLOOM PL	498-230-023-000
109 GOLDBLOOM PL	498-230-020-000
116 GOLDBLOOM PL	498-230-022-000
117 GOLDBLOOM PL	498-230-021-000
8000 GORGON WY	499-090-021-000
8001 GORGON WY	499-090-029-000
8008 GORGON WY	499-090-022-000
8009 GORGON WY	499-090-028-000
8016 GORGON WY	499-090-023-000
8017 GORGON WY	499-090-027-000
8024 GORGON WY	499-090-024-000
8025 GORGON WY	499-090-026-000
8032 GORGON WY	499-090-025-000
4136 GOSSAMER ST	498-130-021-000
4137 GOSSAMER ST	498-130-093-000
4144 GOSSAMER ST	498-130-020-000
4145 GOSSAMER ST	498-130-094-000
4152 GOSSAMER ST	498-130-019-000
4153 GOSSAMER ST	498-130-095-000
4160 GOSSAMER ST	498-130-018-000
4161 GOSSAMER ST	498-130-096-000
4168 GOSSAMER ST	498-130-017-000
4169 GOSSAMER ST	498-130-097-000
4176 GOSSAMER ST	498-130-016-000
4184 GOSSAMER ST	498-130-015-000
4192 GOSSAMER ST	498-130-014-000
4200 GOSSAMER ST	498-130-013-000
5040 GRASSCREEK DR	496-570-045-000
5064 GRASSCREEK DR	496-570-042-000
5072 GRASSCREEK DR	496-570-041-000
5080 GRASSCREEK DR	496-570-040-000
5081 GRASSCREEK DR	496-570-001-000
5088 GRASSCREEK DR	496-570-039-000
5089 GRASSCREEK DR	496-570-002-000
5096 GRASSCREEK DR	496-570-038-000
5104 GRASSCREEK DR	496-570-037-000
5105 GRASSCREEK DR	496-570-003-000
5112 GRASSCREEK DR	496-570-036-000
5113 GRASSCREEK DR	496-570-004-000
5120 GRASSCREEK DR	496-570-035-000
5121 GRASSCREEK DR	496-570-005-000
5129 GRASSCREEK DR	496-570-006-000
5137 GRASSCREEK DR	496-570-007-000
5126 GREEN GROVE LN	478-320-038-000
5179 GREEN GROVE LN	017-162-033-000
4008 HALFLINGER WY	499-120-036-000
4009 HALFLINGER WY	499-120-032-000
4016 HALFLINGER WY	499-120-037-000
4017 HALFLINGER WY	499-120-031-000
4024 HALFLINGER WY	499-120-038-000
4025 HALFLINGER WY	499-120-030-000
4032 HALFLINGER WY	499-120-039-000
4033 HALFLINGER WY	499-120-029-000
6001 HALIFAX WY	499-090-034-000
6009 HALIFAX WY	499-090-035-000
6017 HALIFAX WY	499-090-036-000
6025 HALIFAX WY	499-090-037-000
6033 HALIFAX WY	499-090-038-000
6041 HALIFAX WY	499-090-039-000
6049 HALIFAX WY	499-090-040-000
6057 HALIFAX WY	499-090-041-000
6065 HALIFAX WY	499-090-042-000
6073 HALIFAX WY	499-090-043-000
6081 HALIFAX WY	499-090-044-000
219 HARDING BL	013-270-017-000
228 HARDING BL	013-212-049-000
600 HARDING BL	015-130-020-000
600 HARDING BL	015-140-007-000
698 HARDING BL	015-011-015-000
2551 HAYDEN PW	492-012-003-000
2088 HERITAGE DR	363-120-021-000
935 HIGHLAND POINTE DR	363-021-011-000
9009 HIMALAYA WY	499-070-064-000
9049 HIMALAYA WY	499-070-069-000
9097 HIMALAYA WY	499-070-074-000
9105 HIMALAYA WY	499-070-075-000
9113 HIMALAYA WY	499-070-076-000
9121 HIMALAYA WY	499-070-077-000
9128 HIMALAYA WY	499-090-033-000
9129 HIMALAYA WY	499-070-078-000
9136 HIMALAYA WY	499-090-032-000
9137 HIMALAYA WY	499-070-079-000
9144 HIMALAYA WY	499-090-031-000
9145 HIMALAYA WY	499-070-080-000
9152 HIMALAYA WY	499-090-030-000
5000 HOLLOWTOP WY	499-080-067-000
5001 HOLLOWTOP WY	499-080-054-000
5008 HOLLOWTOP WY	499-080-066-000
5009 HOLLOWTOP WY	499-080-055-000
5016 HOLLOWTOP WY	499-080-065-000
5017 HOLLOWTOP WY	499-080-056-000
5024 HOLLOWTOP WY	499-080-064-000
5025 HOLLOWTOP WY	499-080-057-000
5032 HOLLOWTOP WY	499-080-063-000
5033 HOLLOWTOP WY	499-080-058-000
5040 HOLLOWTOP WY	499-080-062-000
5041 HOLLOWTOP WY	499-080-059-000
5048 HOLLOWTOP WY	499-080-061-000

5049 HOLLOWTOP WY	499-080-060-000
5056 HOLLOWTOP WY	499-090-048-000
5057 HOLLOWTOP WY	499-090-049-000
5064 HOLLOWTOP WY	499-090-047-000
5065 HOLLOWTOP WY	499-090-050-000
5072 HOLLOWTOP WY	499-090-046-000
5073 HOLLOWTOP WY	499-090-051-000
5080 HOLLOWTOP WY	499-090-045-000
5081 HOLLOWTOP WY	499-090-052-000
8008 HOLSTEINER WY	499-110-029-000
8009 HOLSTEINER WY	499-110-025-000
8016 HOLSTEINER WY	499-110-030-000
8017 HOLSTEINER WY	499-110-024-000
8024 HOLSTEINER WY	499-110-031-000
8025 HOLSTEINER WY	499-110-023-000
8032 HOLSTEINER WY	499-110-032-000
8033 HOLSTEINER WY	499-110-022-000
5481 HOLT PW	492-490-001-000
301 HORSETAIL CT	496-580-032-000
309 HORSETAIL CT	496-580-033-000
316 HORSETAIL CT	496-580-038-000
317 HORSETAIL CT	496-580-034-000
324 HORSETAIL CT	496-580-037-000
325 HORSETAIL CT	496-580-035-000
333 HORSETAIL CT	496-580-036-000
37 HUDDLESTONE CI	455-280-068-000
2203 HURST WY	469-200-024-000
8025 INDUSTRIAL AV	017-410-068-000
8150 INDUSTRIAL AV	017-410-024-000
8151 INDUSTRIAL AV	017-410-017-000
8300 INDUSTRIAL AV	360-070-002-000
8450 INDUSTRIAL AV	017-113-008-000
8469 INDUSTRIAL AV	360-070-006-000
8473 INDUSTRIAL AV	360-070-005-000
10568 INDUSTRIAL AV	485-030-007-000
10572 INDUSTRIAL AV	485-030-009-000
10612 INDUSTRIAL AV	485-030-008-000
10700 INDUSTRIAL AV	017-123-003-000
814 JO ANNE LN	472-360-080-000
2001 JOHNSON RANCH DR	457-040-046-000
104 KEEHNER AV	014-113-047-000
212 KEEHNER AV	014-113-060-000
214 KENROY LN	472-170-004-000
600 KINDRED LN	014-263-042-000
600 KINDRED LN	014-263-045-000
1612 KIT CARSON WY	048-350-021-000
1614 KIT CARSON WY	048-350-015-000
1616 KIT CARSON WY	048-350-016-000
1618 KIT CARSON WY	048-350-018-000
501 KNIGHTSBRIDGE CT	481-300-063-000
508 KNIGHTSBRIDGE CT	481-300-082-000
509 KNIGHTSBRIDGE CT	481-300-064-000
516 KNIGHTSBRIDGE CT	481-300-081-000
517 KNIGHTSBRIDGE CT	481-300-065-000
524 KNIGHTSBRIDGE CT	481-300-080-000
525 KNIGHTSBRIDGE CT	481-300-066-000
532 KNIGHTSBRIDGE CT	481-300-079-000
533 KNIGHTSBRIDGE CT	481-300-067-000
540 KNIGHTSBRIDGE CT	481-300-078-000
541 KNIGHTSBRIDGE CT	481-300-068-000
548 KNIGHTSBRIDGE CT	481-300-077-000
549 KNIGHTSBRIDGE CT	481-300-069-000
556 KNIGHTSBRIDGE CT	481-300-076-000
557 KNIGHTSBRIDGE CT	481-300-070-000
564 KNIGHTSBRIDGE CT	481-300-075-000
572 KNIGHTSBRIDGE CT	481-300-074-000
573 KNIGHTSBRIDGE CT	481-300-071-000
580 KNIGHTSBRIDGE CT	481-300-073-000
581 KNIGHTSBRIDGE CT	481-300-072-000
3000 KNIGHTSBRIDGE LN	481-300-085-000
3001 KNIGHTSBRIDGE LN	481-300-059-000
3009 KNIGHTSBRIDGE LN	481-300-060-000
3016 KNIGHTSBRIDGE LN	481-300-084-000
3017 KNIGHTSBRIDGE LN	481-300-061-000
3024 KNIGHTSBRIDGE LN	481-300-083-000
3025 KNIGHTSBRIDGE LN	481-300-062-000
5030 KNIGHTSWOOD WY	466-410-034-000
5041 KNIGHTSWOOD WY	466-410-029-000
4000 KNOBBY CREST WY	499-080-053-000
4001 KNOBBY CREST WY	499-080-040-000
4008 KNOBBY CREST WY	499-080-052-000
4009 KNOBBY CREST WY	499-080-041-000
4016 KNOBBY CREST WY	499-080-051-000
4017 KNOBBY CREST WY	499-080-042-000
4024 KNOBBY CREST WY	499-080-050-000
4025 KNOBBY CREST WY	499-080-043-000
4032 KNOBBY CREST WY	499-080-049-000
4033 KNOBBY CREST WY	499-080-044-000
4040 KNOBBY CREST WY	499-080-048-000
4041 KNOBBY CREST WY	499-080-045-000
4048 KNOBBY CREST WY	499-080-047-000
4049 KNOBBY CREST WY	499-080-046-000
4056 KNOBBY CREST WY	499-090-056-000
4057 KNOBBY CREST WY	499-090-057-000
4064 KNOBBY CREST WY	499-090-055-000
4065 KNOBBY CREST WY	499-090-058-000
4072 KNOBBY CREST WY	499-090-054-000
4073 KNOBBY CREST WY	499-090-059-000

4080 KNOBBY CREST WY	499-090-053-000
4081 KNOBBY CREST WY	499-090-060-000
2000 LAKE RANGE WY	499-070-063-000
2001 LAKE RANGE WY	499-070-001-000
2008 LAKE RANGE WY	499-070-062-000
2009 LAKE RANGE WY	499-070-002-000
2016 LAKE RANGE WY	499-070-061-000
2017 LAKE RANGE WY	499-070-003-000
2025 LAKE RANGE WY	499-070-004-000
2033 LAKE RANGE WY	499-070-005-000
2041 LAKE RANGE WY	499-070-006-000
2049 LAKE RANGE WY	499-070-007-000
2057 LAKE RANGE WY	499-070-008-000
2065 LAKE RANGE WY	499-070-009-000
2073 LAKE RANGE WY	499-070-010-000
941 LAWTON AV	015-080-001-000
2021 LENDELL LN	473-100-045-000
801 LINCOLN ST	011-063-004-000
825 LINCOLN ST	011-063-002-000
845 LINCOLN ST	011-063-005-000
6015 LOCKRIDGE DR	464-040-032-000
6016 LOCKRIDGE DR	464-040-035-000
6134 LOCKRIDGE DR	464-030-036-000
6165 LOCKRIDGE DR	464-060-016-000
6166 LOCKRIDGE DR	464-060-017-000
116 LOST OAK CT	456-160-023-000
132 LOST OAK CT	456-160-021-000
173 LOST OAK CT	456-160-014-000
4097 LUXOR LN	466-300-036-000
812 MACHADO LN	472-210-033-000
7417 MALAKAI CI	492-480-073-000
7425 MALAKAI CI	492-480-072-000
7433 MALAKAI CI	492-480-071-000
7441 MALAKAI CI	492-480-070-000
7449 MALAKAI CI	492-480-069-000
7457 MALAKAI CI	492-480-068-000
7465 MALAKAI CI	492-480-067-000
7473 MALAKAI CI	492-480-066-000
2033 MALIBU PL	475-100-010-000
1380 MALLARD CREEK DR	485-050-055-000
1041 MAMBO WY	499-020-063-000
1048 MAMBO WY	499-020-001-000
1049 MAMBO WY	499-020-064-000
1057 MAMBO WY	499-020-065-000
1065 MAMBO WY	499-020-066-000
1073 MAMBO WY	499-020-067-000
1081 MAMBO WY	499-020-068-000
1089 MAMBO WY	499-020-069-000
1097 MAMBO WY	499-020-070-000
1112 MAMBO WY	499-020-009-000
1184 MAMBO WY	499-020-018-000
1185 MAMBO WY	499-020-020-000
1193 MAMBO WY	499-020-019-000
2111 MARCH RD	473-100-014-000
2140 MARCH RD	473-100-044-000
2141 MARCH RD	473-100-032-000
2151 MARCH RD	473-100-033-000
2161 MARCH RD	473-100-034-000
2170 MARCH RD	473-100-043-000
2171 MARCH RD	473-100-035-000
2180 MARCH RD	473-100-042-000
2181 MARCH RD	473-100-036-000
2191 MARCH RD	473-100-037-000
2200 MARCH RD	473-100-041-000
2201 MARCH RD	473-100-038-000
2210 MARCH RD	473-100-040-000
2211 MARCH RD	473-100-039-000
79 MARILYN AV	013-083-023-000
3421 MARKET ST	498-020-042-000
3450 MARKET ST	498-020-012-000
3561 MARKET ST	498-020-041-000
3610 MARKET ST	498-020-032-000
3611 MARKET ST	498-020-039-000
3651 MARKET ST	498-180-001-000
3661 MARKET ST	498-180-002-000
3750 MARKET ST	498-020-037-000
4178 MARKET ST	498-010-062-000
4230 MARKET ST	498-010-063-000
4251 MARKET ST	498-010-066-000
4291 MARKET ST	498-010-080-000
4391 MARKET ST	498-010-070-000
1206 MEADOW LN	469-200-026-000
1208 MEADOW LN	469-200-025-000
1213 MEADOW LN	469-200-013-000
1215 MEADOW LN	469-200-012-000
400 MEADOW BLOOM CT	498-230-035-000
408 MEADOW BLOOM CT	498-230-034-000
6032 MEANDERING WY	496-590-005-000
6033 MEANDERING WY	496-590-022-000
6040 MEANDERING WY	496-590-004-000
6041 MEANDERING WY	496-590-023-000
6048 MEANDERING WY	496-590-003-000
6049 MEANDERING WY	496-590-024-000
6056 MEANDERING WY	496-590-002-000
6057 MEANDERING WY	496-590-025-000
6064 MEANDERING WY	496-590-001-000
6072 MEANDERING WY	496-580-040-000
6073 MEANDERING WY	496-580-041-000

6080 MEANDERING WY	496-580-039-000
6081 MEANDERING WY	496-580-042-000
6089 MEANDERING WY	496-580-043-000
6097 MEANDERING WY	496-580-044-000
6105 MEANDERING WY	496-580-045-000
6113 MEANDERING WY	496-580-046-000
600 MELBA CT	492-440-064-000
601 MELBA CT	492-440-052-000
608 MELBA CT	492-440-063-000
609 MELBA CT	492-440-053-000
616 MELBA CT	492-440-062-000
617 MELBA CT	492-440-054-000
624 MELBA CT	492-440-061-000
625 MELBA CT	492-440-055-000
632 MELBA CT	492-440-060-000
633 MELBA CT	492-440-056-000
640 MELBA CT	492-440-059-000
641 MELBA CT	492-440-057-000
648 MELBA CT	492-440-058-000
1230 MELODY LN	472-330-052-000
2192 MILKY WAY CI	498-190-022-000
2200 MILKY WAY CI	498-190-023-000
3001 MOHAWK WY	481-310-105-000
3005 MOHAWK WY	481-310-104-000
3009 MOHAWK WY	481-310-103-000
3013 MOHAWK WY	481-310-108-000
3017 MOHAWK WY	481-310-107-000
3021 MOHAWK WY	481-310-106-000
3025 MOHAWK WY	481-310-111-000
3029 MOHAWK WY	481-310-110-000
3033 MOHAWK WY	481-310-109-000
3037 MOHAWK WY	481-310-114-000
3041 MOHAWK WY	481-310-113-000
3045 MOHAWK WY	481-310-112-000
3048 MOHAWK WY	481-310-122-000
3049 MOHAWK WY	481-310-117-000
3052 MOHAWK WY	481-310-121-000
3057 MOHAWK WY	481-310-116-000
3065 MOHAWK WY	481-310-115-000
4001 MOLTEN CREEK WY	498-240-143-000
4009 MOLTEN CREEK WY	498-240-142-000
4017 MOLTEN CREEK WY	498-240-141-000
4025 MOLTEN CREEK WY	498-240-140-000
4033 MOLTEN CREEK WY	498-240-139-000
4040 MOLTEN CREEK WY	498-240-095-000
4041 MOLTEN CREEK WY	498-240-138-000
4048 MOLTEN CREEK WY	498-240-096-000
4049 MOLTEN CREEK WY	498-240-137-000
4056 MOLTEN CREEK WY	498-240-097-000
4057 MOLTEN CREEK WY	498-240-136-000
4064 MOLTEN CREEK WY	498-240-098-000
4065 MOLTEN CREEK WY	498-240-135-000
4072 MOLTEN CREEK WY	498-240-099-000
4073 MOLTEN CREEK WY	498-240-134-000
4080 MOLTEN CREEK WY	498-240-100-000
4081 MOLTEN CREEK WY	498-240-133-000
4088 MOLTEN CREEK WY	498-240-101-000
4089 MOLTEN CREEK WY	498-240-132-000
4096 MOLTEN CREEK WY	498-240-102-000
4097 MOLTEN CREEK WY	498-240-131-000
4104 MOLTEN CREEK WY	498-240-103-000
4105 MOLTEN CREEK WY	498-240-130-000
4112 MOLTEN CREEK WY	498-240-104-000
4113 MOLTEN CREEK WY	498-240-129-000
4120 MOLTEN CREEK WY	498-240-105-000
4121 MOLTEN CREEK WY	498-240-128-000
4128 MOLTEN CREEK WY	498-240-106-000
4129 MOLTEN CREEK WY	498-240-127-000
4136 MOLTEN CREEK WY	498-240-107-000
4137 MOLTEN CREEK WY	498-240-126-000
4144 MOLTEN CREEK WY	498-240-108-000
4145 MOLTEN CREEK WY	498-240-125-000
4153 MOLTEN CREEK WY	498-240-124-000
4161 MOLTEN CREEK WY	498-240-123-000
4168 MOLTEN CREEK WY	498-240-109-000
4169 MOLTEN CREEK WY	498-240-122-000
4176 MOLTEN CREEK WY	498-240-110-000
4177 MOLTEN CREEK WY	498-240-121-000
4184 MOLTEN CREEK WY	498-240-111-000
4185 MOLTEN CREEK WY	498-240-120-000
4193 MOLTEN CREEK WY	498-240-119-000
4201 MOLTEN CREEK WY	498-240-118-000
4233 MOLTEN CREEK WY	498-240-034-000
4241 MOLTEN CREEK WY	498-240-033-000
4249 MOLTEN CREEK WY	498-240-032-000
4257 MOLTEN CREEK WY	498-240-031-000
1500 MONARCH GROVE ST	498-070-052-000
137 MORELLA CT	484-080-033-000
6080 MYSTIC WY	492-420-020-000
6088 MYSTIC WY	492-420-019-000
2009 N CIRBY WY	469-130-003-000
2010 N CIRBY WY	469-130-029-000
2011 N CIRBY WY	469-130-004-000
2012 N CIRBY WY	469-130-030-000
2014 N CIRBY WY	469-130-031-000
2700 N HAYDEN PW	492-012-091-000
2800 N HAYDEN PW	492-012-094-000
2801 N HAYDEN PW	492-500-002-000

2891 N HAYDEN PW	492-490-002-000
3101 N HAYDEN PW	492-012-086-000
241 NEVADA AV	013-192-036-000
3000 NEWFOUNDLAND DR	499-120-012-000
3001 NEWFOUNDLAND DR	499-120-013-000
3008 NEWFOUNDLAND DR	499-120-011-000
3009 NEWFOUNDLAND DR	499-120-022-000
3016 NEWFOUNDLAND DR	499-120-010-000
3017 NEWFOUNDLAND DR	499-120-023-000
3024 NEWFOUNDLAND DR	499-120-009-000
3032 NEWFOUNDLAND DR	499-120-008-000
3033 NEWFOUNDLAND DR	499-120-024-000
3040 NEWFOUNDLAND DR	499-120-007-000
3041 NEWFOUNDLAND DR	499-120-033-000
3048 NEWFOUNDLAND DR	499-120-006-000
3056 NEWFOUNDLAND DR	499-120-005-000
3057 NEWFOUNDLAND DR	499-120-034-000
3064 NEWFOUNDLAND DR	499-120-004-000
3065 NEWFOUNDLAND DR	499-120-035-000
3072 NEWFOUNDLAND DR	499-120-003-000
3073 NEWFOUNDLAND DR	499-120-044-000
3080 NEWFOUNDLAND DR	499-120-002-000
3088 NEWFOUNDLAND DR	499-120-001-000
3089 NEWFOUNDLAND DR	499-120-045-000
3096 NEWFOUNDLAND DR	499-110-016-000
3104 NEWFOUNDLAND DR	499-110-015-000
3105 NEWFOUNDLAND DR	499-110-017-000
3112 NEWFOUNDLAND DR	499-110-014-000
3113 NEWFOUNDLAND DR	499-110-026-000
3120 NEWFOUNDLAND DR	499-110-013-000
3121 NEWFOUNDLAND DR	499-110-027-000
3128 NEWFOUNDLAND DR	499-110-012-000
2051 NICOLE GEE DR	498-010-029-000
2100 NICOLE GEE DR	498-010-026-000
2101 NICOLE GEE DR	498-010-027-000
2200 NICOLE GEE DR	498-020-043-000
2351 NICOLE GEE DR	498-020-040-000
2660 NICOLE GEE DR	498-020-031-000
2902 NICOLE GEE DR	498-020-029-000
2008 NOKOTA WY	499-120-025-000
2009 NOKOTA WY	499-120-021-000
2016 NOKOTA WY	499-120-026-000
2017 NOKOTA WY	499-120-020-000
2024 NOKOTA WY	499-120-027-000
2025 NOKOTA WY	499-120-019-000
2032 NOKOTA WY	499-120-028-000
2033 NOKOTA WY	499-120-018-000
620 OAK ST	013-152-019-000
705 OAK ST	013-163-004-000
711 OAK ST	013-163-003-000
1876 OAK CREST DR	456-190-014-000
6072 OBERLANDER DR	499-100-067-000
6080 OBERLANDER DR	499-100-066-000
6081 OBERLANDER DR	499-100-017-000
6089 OBERLANDER DR	499-100-018-000
6097 OBERLANDER DR	499-100-019-000
6105 OBERLANDER DR	499-100-020-000
6113 OBERLANDER DR	499-100-021-000
6121 OBERLANDER DR	499-100-022-000
6129 OBERLANDER DR	499-100-023-000
6137 OBERLANDER DR	499-100-024-000
6145 OBERLANDER DR	499-100-025-000
6153 OBERLANDER DR	499-100-026-000
6161 OBERLANDER DR	499-100-027-000
6169 OBERLANDER DR	499-100-028-000
6177 OBERLANDER DR	499-100-029-000
6184 OBERLANDER DR	499-100-048-000
6185 OBERLANDER DR	499-100-030-000
6192 OBERLANDER DR	499-100-047-000
6193 OBERLANDER DR	499-100-031-000
6200 OBERLANDER DR	499-100-046-000
6201 OBERLANDER DR	499-100-032-000
6209 OBERLANDER DR	499-100-033-000
5085 OLD AUBURN RD	464-050-017-000
1016 OLD COACH DR	492-180-046-000
1056 OLD COACH DR	492-180-047-000
1088 OLD COACH DR	492-180-048-000
6000 ORANGE TIP WY	498-130-102-000
6001 ORANGE TIP WY	498-130-103-000
6008 ORANGE TIP WY	498-130-101-000
6009 ORANGE TIP WY	498-130-104-000
6016 ORANGE TIP WY	498-130-100-000
6017 ORANGE TIP WY	498-130-105-000
6024 ORANGE TIP WY	498-130-099-000
6025 ORANGE TIP WY	498-130-106-000
6032 ORANGE TIP WY	498-130-098-000
6033 ORANGE TIP WY	498-130-107-000
1005 ORLANDO AV	471-020-017-000
9024 ORLOV WY	499-100-045-000
9032 ORLOV WY	499-100-044-000
7621 PAINTED DESERT DR	481-260-012-000
7951 PAINTED DESERT DR	481-260-006-000
7000 PANAMINT WY	499-090-011-000
7001 PANAMINT WY	499-090-020-000
7008 PANAMINT WY	499-090-012-000
7009 PANAMINT WY	499-090-019-000
7016 PANAMINT WY	499-090-013-000
7017 PANAMINT WY	499-090-018-000

7024 PANAMINT WY	499-090-014-000
7025 PANAMINT WY	499-090-017-000
7032 PANAMINT WY	499-090-015-000
7033 PANAMINT WY	499-090-016-000
1741 PARK OAK DR	456-160-025-000
1650 PARKSIDE WY	017-117-022-000
601 PASO FINO CT	499-100-034-000
609 PASO FINO CT	499-100-035-000
616 PASO FINO CT	499-100-043-000
617 PASO FINO CT	499-100-036-000
624 PASO FINO CT	499-100-042-000
625 PASO FINO CT	499-100-037-000
632 PASO FINO CT	499-100-041-000
633 PASO FINO CT	499-100-038-000
640 PASO FINO CT	499-100-040-000
641 PASO FINO CT	499-100-039-000
204 PAUL CT	015-360-026-000
8008 PENTRO WY	499-100-050-000
8009 PENTRO WY	499-100-051-000
8016 PENTRO WY	499-100-049-000
8017 PENTRO WY	499-100-052-000
8025 PENTRO WY	499-100-053-000
8033 PENTRO WY	499-100-054-000
7001 PERSANO WY	499-100-060-000
7009 PERSANO WY	499-100-061-000
7016 PERSANO WY	499-100-058-000
7017 PERSANO WY	499-100-062-000
7024 PERSANO WY	499-100-057-000
7025 PERSANO WY	499-100-063-000
7032 PERSANO WY	499-100-056-000
7033 PERSANO WY	499-100-064-000
7040 PERSANO WY	499-100-055-000
7041 PERSANO WY	499-100-065-000
1751 PFE RD	473-100-022-000
1901 PFE RD	473-100-030-000
5730 PHILLIP RD	017-490-015-000
6000 PHILLIP RD	496-020-035-000
6380 PHILLIP RD	496-020-001-000
1207 PLEASANT GROVE BL	017-232-015-000
1257 PLEASANT GROVE BL	017-410-066-000
1268 PLEASANT GROVE BL	477-080-006-000
1721 PLEASANT GROVE BL	017-162-087-000
1751 PLEASANT GROVE BL	017-162-088-000
1798 PLEASANT GROVE BL	017-162-049-000
1875 PLEASANT GROVE BL	017-152-018-000
2931 PLEASANT GROVE BL	496-100-051-000
3200 PLEASANT GROVE BL	496-010-001-000
3250 PLEASANT GROVE BL	496-100-029-000
3301 PLEASANT GROVE BL	496-100-030-000
3380 PLEASANT GROVE BL	496-100-027-000
2501 PLUME WILLOW WY	498-240-046-000
2509 PLUME WILLOW WY	498-240-045-000
2517 PLUME WILLOW WY	498-240-063-000
2525 PLUME WILLOW WY	498-240-064-000
2001 PRAIRIE TOWN WY	492-013-002-000
2150 PRAIRIE TOWN WY	492-013-005-000
2151 PRAIRIE TOWN WY	492-013-003-000
361 PRINCETON CT	458-050-072-000
3097 PRUETT DR	492-430-112-000
3101 PRUETT DR	492-430-113-000
3105 PRUETT DR	492-430-114-000
3109 PRUETT DR	492-430-115-000
3113 PRUETT DR	492-430-116-000
3117 PRUETT DR	492-430-117-000
3121 PRUETT DR	492-430-118-000
3125 PRUETT DR	492-430-119-000
3129 PRUETT DR	492-430-120-000
3133 PRUETT DR	492-430-121-000
3137 PRUETT DR	492-430-122-000
3141 PRUETT DR	492-430-123-000
3145 PRUETT DR	492-430-124-000
3157 PRUETT DR	492-430-127-000
7001 PRUETT DR	492-460-062-000
7008 PRUETT DR	492-440-034-000
7016 PRUETT DR	492-440-033-000
7024 PRUETT DR	492-440-032-000
7032 PRUETT DR	492-440-031-000
2001 QUARTZ COVE WY	498-240-014-000
2008 QUARTZ COVE WY	498-240-047-000
2009 QUARTZ COVE WY	498-240-013-000
2016 QUARTZ COVE WY	498-240-048-000
2017 QUARTZ COVE WY	498-240-012-000
2024 QUARTZ COVE WY	498-240-049-000
2025 QUARTZ COVE WY	498-240-011-000
2032 QUARTZ COVE WY	498-240-050-000
2033 QUARTZ COVE WY	498-240-010-000
2040 QUARTZ COVE WY	498-240-051-000
2041 QUARTZ COVE WY	498-240-009-000
2048 QUARTZ COVE WY	498-240-052-000
2049 QUARTZ COVE WY	498-240-008-000
2056 QUARTZ COVE WY	498-240-053-000
2057 QUARTZ COVE WY	498-240-007-000
2064 QUARTZ COVE WY	498-240-054-000
2065 QUARTZ COVE WY	498-240-006-000
2073 QUARTZ COVE WY	498-240-005-000
2081 QUARTZ COVE WY	498-240-004-000
2089 QUARTZ COVE WY	498-240-003-000
2097 QUARTZ COVE WY	498-240-002-000

2105 QUARTZ COVE WY	498-240-001-000
3000 RED CANARD WY	498-240-055-000
3001 RED CANARD WY	498-240-094-000
3008 RED CANARD WY	498-240-056-000
3009 RED CANARD WY	498-240-093-000
3016 RED CANARD WY	498-240-057-000
3017 RED CANARD WY	498-240-092-000
3024 RED CANARD WY	498-240-058-000
3025 RED CANARD WY	498-240-091-000
3032 RED CANARD WY	498-240-059-000
3033 RED CANARD WY	498-240-090-000
3040 RED CANARD WY	498-240-060-000
3041 RED CANARD WY	498-240-089-000
3048 RED CANARD WY	498-240-061-000
3049 RED CANARD WY	498-240-088-000
3056 RED CANARD WY	498-240-062-000
3057 RED CANARD WY	498-240-087-000
3065 RED CANARD WY	498-240-086-000
3073 RED CANARD WY	498-240-085-000
3081 RED CANARD WY	498-240-084-000
3088 RED CANARD WY	498-240-065-000
3089 RED CANARD WY	498-240-083-000
3096 RED CANARD WY	498-240-066-000
3097 RED CANARD WY	498-240-082-000
3104 RED CANARD WY	498-240-067-000
3105 RED CANARD WY	498-240-081-000
3112 RED CANARD WY	498-240-068-000
3120 RED CANARD WY	498-240-069-000
3121 RED CANARD WY	498-240-080-000
3128 RED CANARD WY	498-240-070-000
3129 RED CANARD WY	498-240-079-000
3136 RED CANARD WY	498-240-071-000
3137 RED CANARD WY	498-240-078-000
3144 RED CANARD WY	498-240-072-000
3145 RED CANARD WY	498-240-077-000
3153 RED CANARD WY	498-240-076-000
3161 RED CANARD WY	498-240-075-000
910 RESERVE DR	015-490-036-000
940 RESERVE DR	015-490-035-000
999 RESERVE DR	363-011-054-000
1005 RESERVE DR	363-011-057-000
6153 RIDING PATH DR	498-080-047-000
6168 RIDING PATH DR	498-080-005-000
6176 RIDING PATH DR	498-080-004-000
816 ROCKY FORD CT	496-340-058-000
5089 ROCKY MOUNTAIN WY	496-410-037-000
5117 ROCKY MOUNTAIN WY	496-410-036-000
1411 ROCKY RIDGE DR	048-013-014-000
1470 ROCKY RIDGE DR	048-460-039-000
1640 ROCKY RIDGE DR	048-520-031-000
1950 ROCKY RIDGE DR	469-070-030-000
1995 ROCKY RIDGE DR	469-100-013-000
101 ROSEVILLE ST	013-250-025-000
290 ROSEVILLE PW	481-320-009-000
400 ROSEVILLE RD	472-060-011-000
400 ROSEVILLE RD	472-060-012-000
400 ROSEVILLE RD	472-070-008-000
400 ROSEVILLE RD	472-070-009-000
400 ROSEVILLE RD	472-070-036-000
400 ROSEVILLE RD	472-080-017-000
400 ROSEVILLE RD	472-080-019-000
401 ROSEVILLE PW	481-260-036-000
420 ROSEVILLE RD	472-080-022-000
442 ROSEVILLE RD	472-070-043-000
444 ROSEVILLE RD	472-070-015-000
444 ROSEVILLE RD	472-070-041-000
446 ROSEVILLE RD	472-070-017-000
446 ROSEVILLE RD	472-070-039-000
450 ROSEVILLE RD	472-060-010-000
450 ROSEVILLE RD	472-060-013-000
470 ROSEVILLE RD	472-060-032-000
480 ROSEVILLE RD	472-050-020-000
480 ROSEVILLE RD	472-050-022-000
482 ROSEVILLE RD	472-050-024-000
484 ROSEVILLE RD	472-050-034-000
484 ROSEVILLE RD	472-050-035-000
485 ROSEVILLE RD	472-050-010-000
486 ROSEVILLE RD	472-050-008-000
486 ROSEVILLE RD	472-050-014-000
486 ROSEVILLE RD	472-050-007-000
490 ROSEVILLE RD	472-050-013-000
490 ROSEVILLE RD	472-050-036-000
603 ROSEVILLE PW	481-270-054-000
621 ROSEVILLE PW	481-270-053-000
751 ROSEVILLE PW	017-232-037-000
1001 ROSEVILLE PW	363-030-064-000
1253 ROSEVILLE PW	015-166-070-000
1261 ROSEVILLE PW	015-011-030-000
9040 ROYAL GORGE LP	496-400-058-000
900 RUMBA CT	499-060-043-000
901 RUMBA CT	499-060-052-000
908 RUMBA CT	499-060-044-000
909 RUMBA CT	499-060-051-000
916 RUMBA CT	499-060-045-000
917 RUMBA CT	499-060-050-000
924 RUMBA CT	499-060-046-000
925 RUMBA CT	499-060-049-000
932 RUMBA CT	499-060-047-000

933 RUMBA CT	499-060-048-000
1828 S CIRBY WY	469-280-009-000
4949 S CIRBY WY	469-230-005-000
260 S HARDING BL	014-183-029-000
3589 SAG HARBOR DR	498-120-046-000
432 SAMBRE PL	482-420-072-000
1202 SAMOA WY	469-130-032-000
1203 SAMOA WY	469-130-028-000
1204 SAMOA WY	469-130-033-000
1205 SAMOA WY	469-130-027-000
1206 SAMOA WY	469-130-034-000
1207 SAMOA WY	469-130-026-000
1208 SAMOA WY	469-130-035-000
1209 SAMOA WY	469-130-025-000
1210 SAMOA WY	469-130-036-000
1211 SAMOA WY	469-130-024-000
1212 SAMOA WY	469-130-037-000
1214 SAMOA WY	469-130-038-000
1216 SAMOA WY	469-130-039-000
1623 SANTA CLARA DR	048-260-037-000
3001 SANTUCCI BL	499-010-092-000
3101 SANTUCCI BL	499-010-091-000
3551 SANTUCCI BL	499-010-008-000
3600 SANTUCCI BL	498-020-020-000
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3751 SANTUCCI BL	499-010-007-000
3800 SANTUCCI BL	499-010-024-000
3850 SANTUCCI BL	499-010-005-000
3900 SANTUCCI BL	499-010-025-000
4201 SANTUCCI BL	496-100-034-000
600 SEA CLIFF CT	498-220-031-000
601 SEA CLIFF CT	498-220-032-000
608 SEA CLIFF CT	498-220-030-000
609 SEA CLIFF CT	498-220-033-000
616 SEA CLIFF CT	498-220-029-000
617 SEA CLIFF CT	498-220-034-000
624 SEA CLIFF CT	498-220-028-000
625 SEA CLIFF CT	498-220-035-000
632 SEA CLIFF CT	498-220-027-000
633 SEA CLIFF CT	498-220-036-000
640 SEA CLIFF CT	498-220-026-000
641 SEA CLIFF CT	498-220-037-000
648 SEA CLIFF CT	498-220-025-000
649 SEA CLIFF CT	498-220-038-000
656 SEA CLIFF CT	498-220-024-000
657 SEA CLIFF CT	498-220-039-000
664 SEA CLIFF CT	498-220-023-000
1001 SECRET RAVINE PW	456-010-073-000
5925 SHADY FIR LN	017-162-046-000
2000 SHALE ST	481-350-050-000
2001 SHALE ST	481-350-031-000
2008 SHALE ST	481-350-049-000
2009 SHALE ST	481-350-032-000
2016 SHALE ST	481-350-048-000
2017 SHALE ST	481-350-033-000
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2057 SHALE ST	481-350-038-000
2064 SHALE ST	481-350-042-000
2065 SHALE ST	481-350-039-000
2072 SHALE ST	481-350-041-000
2073 SHALE ST	481-350-040-000
925 SHASTA ST	015-100-060-000
3008 SHASTA DAISY CI	498-230-055-000
3016 SHASTA DAISY CI	498-230-054-000
3024 SHASTA DAISY CI	498-230-053-000
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3136 SHASTA DAISY CI	498-230-039-000
3144 SHASTA DAISY CI	498-230-038-000
8160 SIERRA COLLEGE BL	048-021-056-000
8180 SIERRA COLLEGE BL	048-021-057-000

9233 SIERRA COLLEGE BL	466-190-025-000
9237 SIERRA COLLEGE BL	466-190-042-000
9277 SIERRA COLLEGE BL	466-190-055-000
1000 SIERRA MORENA WY	499-090-006-000
1001 SIERRA MORENA WY	499-090-005-000
1008 SIERRA MORENA WY	499-090-007-000
1009 SIERRA MORENA WY	499-090-004-000
1016 SIERRA MORENA WY	499-090-008-000
1017 SIERRA MORENA WY	499-090-003-000
1024 SIERRA MORENA WY	499-090-009-000
1025 SIERRA MORENA WY	499-090-002-000
1032 SIERRA MORENA WY	499-090-010-000
1033 SIERRA MORENA WY	499-090-001-000
1041 SIERRA MORENA WY	499-080-076-000
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1097 SIERRA MORENA WY	499-080-069-000
1105 SIERRA MORENA WY	499-080-068-000
1121 SIERRA MORENA WY	499-080-001-000
1129 SIERRA MORENA WY	499-080-002-000
1137 SIERRA MORENA WY	499-080-003-000
1145 SIERRA MORENA WY	499-080-004-000
1153 SIERRA MORENA WY	499-080-005-000
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2260 SIERRA VILLAGE DR	499-120-014-000
2268 SIERRA VILLAGE DR	499-120-015-000
2276 SIERRA VILLAGE DR	499-120-016-000
2284 SIERRA VILLAGE DR	499-120-017-000
2300 SIERRA VILLAGE DR	499-030-084-000
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2380 SIERRA VILLAGE DR	499-030-074-000
2388 SIERRA VILLAGE DR	499-030-073-000
2396 SIERRA VILLAGE DR	499-030-072-000
500 SILVER CLOUD CT	496-580-022-000
501 SILVER CLOUD CT	496-580-001-000
508 SILVER CLOUD CT	496-580-021-000
516 SILVER CLOUD CT	496-580-020-000
524 SILVER CLOUD CT	496-580-019-000
525 SILVER CLOUD CT	496-580-004-000
532 SILVER CLOUD CT	496-580-018-000
533 SILVER CLOUD CT	496-580-005-000
541 SILVER CLOUD CT	496-580-006-000
549 SILVER CLOUD CT	496-580-007-000
557 SILVER CLOUD CT	496-580-008-000
565 SILVER CLOUD CT	496-580-009-000
572 SILVER CLOUD CT	496-580-017-000
573 SILVER CLOUD CT	496-580-010-000
580 SILVER CLOUD CT	496-580-016-000
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589 SILVER CLOUD CT	496-580-012-000
596 SILVER CLOUD CT	496-580-014-000
597 SILVER CLOUD CT	496-580-013-000
2401 SILVER SPRUCE DR	498-020-019-000
1008 SILVERWIRE ST	481-350-073-000
1016 SILVERWIRE ST	481-350-072-000
1024 SILVERWIRE ST	481-350-071-000
350 SIXTH ST	014-051-017-000
412 SIXTH ST	014-062-018-000

201 SNOWY EGRET CT	456-180-006-000
1001 SOLACE RIVER WY	498-240-044-000
1008 SOLACE RIVER WY	498-240-015-000
1009 SOLACE RIVER WY	498-240-043-000
1016 SOLACE RIVER WY	498-240-016-000
1017 SOLACE RIVER WY	498-240-042-000
1024 SOLACE RIVER WY	498-240-017-000
1025 SOLACE RIVER WY	498-240-041-000
1032 SOLACE RIVER WY	498-240-018-000
1033 SOLACE RIVER WY	498-240-040-000
1040 SOLACE RIVER WY	498-240-019-000
1041 SOLACE RIVER WY	498-240-039-000
1048 SOLACE RIVER WY	498-240-020-000
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1080 SOLACE RIVER WY	498-240-024-000
1088 SOLACE RIVER WY	498-240-025-000
1096 SOLACE RIVER WY	498-240-026-000
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1104 SOLACE RIVER WY	498-240-027-000
1105 SOLACE RIVER WY	498-240-035-000
1112 SOLACE RIVER WY	498-240-028-000
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200 SOLAR FLARE CT	496-520-016-000
208 SOLAR FLARE CT	496-520-017-000
216 SOLAR FLARE CT	496-520-018-000
217 SOLAR FLARE CT	496-520-023-000
225 SOLAR FLARE CT	496-520-022-000
232 SOLAR FLARE CT	496-520-019-000
240 SOLAR FLARE CT	496-520-020-000
241 SOLAR FLARE CT	496-520-021-000
2 SOMER RIDGE DR	471-020-036-000
4001 SPROUT ST	481-350-001-000
4009 SPROUT ST	481-350-002-000
4017 SPROUT ST	481-350-003-000
4025 SPROUT ST	481-350-004-000
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4145 SPROUT ST	481-350-018-000
4152 SPROUT ST	481-350-022-000
4153 SPROUT ST	481-350-019-000
4160 SPROUT ST	481-350-021-000
4161 SPROUT ST	481-350-020-000
7000 STACCATO WY	481-310-003-000
7004 STACCATO WY	481-310-002-000
7008 STACCATO WY	481-310-001-000
7012 STACCATO WY	481-310-012-000
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7028 STACCATO WY	481-310-014-000
7032 STACCATO WY	481-310-013-000
5001 STAR DANCE CI	496-550-036-000
5009 STAR DANCE CI	496-550-037-000
5017 STAR DANCE CI	496-550-038-000
5024 STAR DANCE CI	496-550-033-000
5025 STAR DANCE CI	496-550-039-000
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5056 STAR DANCE CI	496-550-029-000

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5256 STAR DANCE CI	496-550-004-000
5257 STAR DANCE CI	496-550-059-000
5264 STAR DANCE CI	496-550-003-000
5272 STAR DANCE CI	496-550-002-000
5280 STAR DANCE CI	496-550-001-000
1470 STONE POINT DR	048-460-030-000
4001 SUN DROP WY	496-520-028-000
4008 SUN DROP WY	496-520-103-000
4009 SUN DROP WY	496-520-027-000
4016 SUN DROP WY	496-520-102-000
4017 SUN DROP WY	496-520-026-000
4024 SUN DROP WY	496-520-101-000
4025 SUN DROP WY	496-520-025-000
4032 SUN DROP WY	496-520-100-000
4033 SUN DROP WY	496-520-024-000
301 SUNBELT PL	496-520-033-000
309 SUNBELT PL	496-520-032-000
316 SUNBELT PL	496-520-029-000
317 SUNBELT PL	496-520-031-000
324 SUNBELT PL	496-520-030-000
5113 SUNBELT WY	496-520-035-000
5121 SUNBELT WY	496-520-034-000
718 SUNRISE AV	471-220-021-000
724 SUNRISE AV	014-293-018-000
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1140 SUNRISE AV	471-140-045-000
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1177 SWALLOWTAIL DR	498-130-007-000
1185 SWALLOWTAIL DR	498-130-008-000
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1241 SWALLOWTAIL DR	498-130-079-000
1248 SWALLOWTAIL DR	498-130-110-000
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1321 SWALLOWTAIL DR	498-130-089-000
1329 SWALLOWTAIL DR	498-130-090-000

1337 SWALLOWTAIL DR	498-130-091-000
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4001 SWING WY	499-020-021-000
6001 TALMAGE WY	492-440-024-000
6009 TALMAGE WY	492-440-023-000
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6056 TALMAGE WY	492-440-025-000
1820 TAYLOR RD	015-450-025-000
1850 TAYLOR RD	015-450-024-000
2501 TAYLOR RD	015-164-001-000
101 TERRAWOOD CT	481-330-006-000
109 TERRAWOOD CT	481-330-005-000
117 TERRAWOOD CT	481-330-004-000
125 TERRAWOOD CT	481-330-003-000
141 TERRAWOOD CT	481-330-002-000
149 TERRAWOOD CT	481-330-001-000
8000 TITAN LN	498-190-057-000
8001 TITAN LN	498-190-056-000
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8065 TITAN LN	498-190-048-000
2503 TRADEWINDS DR	482-480-002-000
2515 TRADEWINDS DR	482-480-003-000
2545 TRADEWINDS DR	482-480-004-000
2547 TRADEWINDS DR	017-117-023-000
4240 TRAILBLAZER LP	496-540-005-000
4256 TRAILBLAZER LP	496-540-003-000
4264 TRAILBLAZER LP	496-540-002-000
4265 TRAILBLAZER LP	496-540-058-000
4272 TRAILBLAZER LP	496-540-001-000
4273 TRAILBLAZER LP	496-540-059-000
4001 TRINITY ALPS WY	499-070-047-000
4009 TRINITY ALPS WY	499-070-048-000
4016 TRINITY ALPS WY	499-070-060-000
4017 TRINITY ALPS WY	499-070-049-000
4024 TRINITY ALPS WY	499-070-059-000
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4056 TRINITY ALPS WY	499-070-055-000
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4072 TRINITY ALPS WY	499-070-090-000
4073 TRINITY ALPS WY	499-070-091-000
4081 TRINITY ALPS WY	499-070-092-000
4088 TRINITY ALPS WY	499-070-089-000
4089 TRINITY ALPS WY	499-070-093-000
4096 TRINITY ALPS WY	499-070-088-000
4097 TRINITY ALPS WY	499-070-094-000
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4105 TRINITY ALPS WY	499-070-095-000
4112 TRINITY ALPS WY	499-070-086-000
4113 TRINITY ALPS WY	499-070-096-000
4120 TRINITY ALPS WY	499-070-085-000
4121 TRINITY ALPS WY	499-070-097-000
4128 TRINITY ALPS WY	499-070-084-000
4129 TRINITY ALPS WY	499-070-098-000
4136 TRINITY ALPS WY	499-070-083-000
4137 TRINITY ALPS WY	499-070-099-000
4144 TRINITY ALPS WY	499-070-082-000
4145 TRINITY ALPS WY	499-070-100-000
4152 TRINITY ALPS WY	499-070-081-000
4251 UPLAND DR	498-010-045-000
4601 UPLAND DR	498-010-031-000
4651 UPLAND DR	498-010-030-000
4701 UPLAND DR	498-010-022-000
4850 UPLAND DR	498-010-025-000
4851 UPLAND DR	498-010-028-000
4950 UPLAND DR	498-010-024-000
309 VALLEJO AV	015-080-019-000
531 VALLEJO AV	011-250-007-000
86 VALLEY OAK DR	472-370-013-000
88 VALLEY OAK DR	472-370-014-000
90 VALLEY OAK DR	472-370-015-000
92 VALLEY OAK DR	472-370-016-000

94 VALLEY OAK DR	472-370-017-000
96 VALLEY OAK DR	472-370-018-000
98 VALLEY OAK DR	472-370-019-000
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100 VALLEY OAK DR	472-370-020-000
101 VALLEY OAK DR	472-370-034-000
102 VALLEY OAK DR	472-370-021-000
103 VALLEY OAK DR	472-370-033-000
104 VALLEY OAK DR	472-370-022-000
105 VALLEY OAK DR	472-370-032-000
106 VALLEY OAK DR	472-370-023-000
107 VALLEY OAK DR	472-370-031-000
108 VALLEY OAK DR	472-370-024-000
109 VALLEY OAK DR	472-370-030-000
110 VALLEY OAK DR	472-370-025-000
111 VALLEY OAK DR	472-370-029-000
112 VALLEY OAK DR	472-370-026-000
113 VALLEY OAK DR	472-370-028-000
114 VALLEY OAK DR	472-370-027-000
3112 VAUGHN WY	492-450-036-000
3113 VAUGHN WY	492-450-037-000
3120 VAUGHN WY	492-450-035-000
3121 VAUGHN WY	492-450-038-000
431 VERNON ST	013-123-021-000
1590 VINEYARD RD	012-260-069-000
2105 VIOLA WY	046-020-069-000
1600 VISTA GRANDE BL	498-180-003-000
1710 VISTA GRANDE BL	498-020-036-000
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2401 VISTA GRANDE BL	499-010-095-000
2520 VISTA GRANDE BL	498-020-021-000
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2900 VISTA GRANDE BL	499-010-004-000
2901 VISTA GRANDE BL	499-010-087-000
3051 VISTA GRANDE BL	499-010-086-000
3091 VISTA GRANDE BL	499-010-085-000
5833 VISTA PARK DR	499-110-039-000
5856 VISTA PARK DR	499-020-093-000
5864 VISTA PARK DR	499-020-092-000
5872 VISTA PARK DR	499-020-091-000
5880 VISTA PARK DR	499-020-090-000
5889 VISTA PARK DR	499-120-046-000
5904 VISTA PARK DR	499-020-103-000
5905 VISTA PARK DR	499-120-047-000
5912 VISTA PARK DR	499-020-104-000
5920 VISTA PARK DR	499-030-098-000
5928 VISTA PARK DR	499-030-099-000
5936 VISTA PARK DR	499-030-100-000
5944 VISTA PARK DR	499-030-101-000
5952 VISTA PARK DR	499-030-102-000
5960 VISTA PARK DR	499-030-103-000
5977 VISTA PARK DR	499-120-048-000
117 VISTA VERDE CT	492-180-045-000
1430 W COLONIAL PW	468-130-055-000
6000 WADDINGTON WY	499-070-046-000
6001 WADDINGTON WY	499-070-031-000
6008 WADDINGTON WY	499-070-045-000
6009 WADDINGTON WY	499-070-032-000
1353 WADSWORTH CI	492-440-065-000
1385 WADSWORTH CI	492-440-001-000
1392 WADSWORTH CI	492-440-045-000
1393 WADSWORTH CI	492-440-002-000
1400 WADSWORTH CI	492-440-044-000
1401 WADSWORTH CI	492-440-003-000
1408 WADSWORTH CI	492-440-043-000
1409 WADSWORTH CI	492-440-004-000
1416 WADSWORTH CI	492-440-042-000
1424 WADSWORTH CI	492-440-041-000
1432 WADSWORTH CI	492-440-040-000
1440 WADSWORTH CI	492-440-039-000
1441 WADSWORTH CI	492-440-008-000
1472 WADSWORTH CI	492-440-035-000
1473 WADSWORTH CI	492-440-012-000
1481 WADSWORTH CI	492-460-001-000
1489 WADSWORTH CI	492-460-002-000
1497 WADSWORTH CI	492-460-003-000
1505 WADSWORTH CI	492-460-004-000
1513 WADSWORTH CI	492-460-005-000
1521 WADSWORTH CI	492-450-001-000
1529 WADSWORTH CI	492-450-002-000
1537 WADSWORTH CI	492-450-003-000
101 WALKABOUT CT	496-490-010-000
109 WALKABOUT CT	496-490-009-000
6000 WANDERING STAR DR	498-190-075-000
6001 WANDERING STAR DR	498-190-074-000
6008 WANDERING STAR DR	498-190-076-000
6009 WANDERING STAR DR	498-190-073-000
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6024 WANDERING STAR DR	498-190-078-000
6025 WANDERING STAR DR	498-190-071-000
6032 WANDERING STAR DR	498-190-079-000
6033 WANDERING STAR DR	498-190-070-000

6040 WANDERING STAR DR	498-190-080-000
6048 WANDERING STAR DR	498-190-081-000
6056 WANDERING STAR DR	498-190-082-000
6064 WANDERING STAR DR	498-190-083-000
6065 WANDERING STAR DR	498-190-066-000
725 WASHINGTON BL	011-101-011-000
751 WASHINGTON BL	011-101-012-000
8101 WASHINGTON BL	017-410-025-000
8425 WASHINGTON BL	360-070-025-000
8441 WASHINGTON BL	360-070-026-000
8457 WASHINGTON BL	360-070-008-000
8465 WASHINGTON BL	360-070-007-000
8477 WASHINGTON BL	360-070-004-000
1123 WAYNE DR	014-130-008-000
1251 WESTBROOK BL	498-020-025-000
1260 WESTBROOK BL	498-020-027-000
1400 WESTBROOK BL	498-020-028-000
1401 WESTBROOK BL	498-020-023-000
1500 WESTBROOK BL	498-020-015-000
1501 WESTBROOK BL	498-020-016-000
1600 WESTBROOK BL	498-020-014-000
2201 WESTBROOK BL	496-030-011-000
2400 WESTBROOK BL	496-020-034-000
2801 WESTBROOK BL	496-020-014-000
3279 WESTBROOK BL	017-490-021-000
3330 WESTBROOK BL	017-490-028-000
3883 WESTBROOK BL	017-101-010-000
4080 WESTBROOK BL	017-480-041-000
4081 WESTBROOK BL	017-480-044-000
4180 WESTBROOK BL	017-480-040-000
4251 WESTBROOK BL	017-480-043-000
4300 WESTBROOK BL	017-480-037-000
4315 WESTBROOK BL	017-480-042-000
4410 WESTBROOK BL	017-470-025-000
4411 WESTBROOK BL	017-470-027-000
4500 WESTBROOK BL	017-470-022-000
4501 WESTBROOK BL	017-470-028-000
4301 WESTPARK DR	496-030-012-000
2101 WHARTON LN	490-360-002-000
1009 WHISPER RIDGE DR	496-560-038-000
1017 WHISPER RIDGE DR	496-560-039-000
1024 WHISPER RIDGE DR	496-560-021-000
1032 WHISPER RIDGE DR	496-560-020-000
1040 WHISPER RIDGE DR	496-560-019-000
1041 WHISPER RIDGE DR	496-560-022-000
1048 WHISPER RIDGE DR	496-560-018-000
1049 WHISPER RIDGE DR	496-560-023-000
1056 WHISPER RIDGE DR	496-560-017-000
1057 WHISPER RIDGE DR	496-560-024-000
1064 WHISPER RIDGE DR	496-560-016-000
1065 WHISPER RIDGE DR	496-560-025-000
1072 WHISPER RIDGE DR	496-560-015-000
1080 WHISPER RIDGE DR	496-560-014-000
1081 WHISPER RIDGE DR	496-560-026-000
1088 WHISPER RIDGE DR	496-560-013-000
1089 WHISPER RIDGE DR	496-560-027-000
9000 WHITEFISH WY	492-460-061-000
11 WHYTE AV	471-050-007-000
225 WILLOW AV	014-152-007-000
111 WILLS RD	015-150-024-000
119 WILLS RD	015-150-025-000
121 WILLS RD	015-150-002-000
125 WILLS RD	015-150-023-000
131 WILLS RD	015-140-004-000
1604 WINCHESTER WY	048-380-026-000
1605 WINCHESTER WY	048-380-027-000
1001 WINDING CREEK RD	017-250-058-000
1101 WINDING CREEK RD	485-090-003-000
1130 WINDING CREEK RD	485-090-002-000
1200 WINDING CREEK RD	485-090-001-000
1201 WINDING CREEK RD	485-090-004-000
1300 WINDING CREEK RD	485-080-004-000
1400 WINDING CREEK RD	485-080-003-000
1500 WINDING CREEK RD	485-080-002-000
1600 WINDING CREEK RD	485-080-001-000
1601 WINDING CREEK RD	485-090-005-000
3024 WISKEL WY	455-310-053-000
3024 WISKEL WY	455-320-031-000
8300 WOODCREEK OAKS BL	481-270-019-000

Weed Abatement 2022 – List of Parcels

Address	APN	Address	APN
825 LINCOLN ST	011-063-002-000	415 EARL AV	014-250-011-000
801 LINCOLN ST	011-063-004-000	408 EARL AV	014-252-003-000
845 LINCOLN ST	011-063-005-000	429 CLINTON AV	014-252-019-000
300 ELEFA ST	011-092-010-000	600 KINDRED LN	014-263-042-000
725 WASHINGTON BL	011-101-011-000	600 KINDRED LN	014-263-045-000
751 WASHINGTON BL	011-101-012-000	724 SUNRISE AV	014-293-018-000
1005 EDWINA JUSTUS LP	011-147-014-000	1600 DOUGLAS BL	014-450-041-000
625 ALTA VISTA AV	011-181-006-000	1600 DOUGLAS BL	014-450-053-000
531 VALLEJO AV	011-250-007-000	698 HARDING BL	015-011-015-000
262 ELM ST	012-132-047-000	280 DIAMOND OAKS RD	015-011-028-000
246 FIG ST	012-134-031-000	356 DIAMOND OAKS RD	015-011-029-000
141 BIRCH ST	012-144-005-000	1261 ROSEVILLE PW	015-011-030-000
600 CHURCH ST	012-144-010-000	941 LAWTON AV	015-080-001-000
405 CHURCH ST	012-152-011-000	309 VALLEJO AV	015-080-019-000
213 FIG ST	012-162-009-000	505 BERRY ST	015-100-031-000
1012 CHURCH ST	012-171-013-000	601 BERRY ST	015-100-057-000
1008 CHURCH ST	012-171-029-000	925 SHASTA ST	015-100-060-000
1004 CHURCH ST	012-171-030-000	951 ATLANTIC ST	015-110-005-000
1000 CHURCH ST	012-171-031-000	600 HARDING BL	015-130-020-000
1590 VINEYARD RD	012-260-069-000	131 WILLS RD	015-140-004-000
904 ATLANTIC ST	013-012-002-000	600 HARDING BL	015-140-007-000
124 CENTER ST	013-022-047-000	121 WILLS RD	015-150-002-000
220 EAST ST	013-024-023-000	125 WILLS RD	015-150-023-000
532 ALOLA ST	013-053-015-000	111 WILLS RD	015-150-024-000
109 FOLSOM RD	013-081-005-000	119 WILLS RD	015-150-025-000
79 MARILYN AV	013-083-023-000	2501 TAYLOR RD	015-164-001-000
160 FOLSOM RD	013-101-022-000	1271 ANTELOPE CREEK DR	015-166-014-000
431 VERNON ST	013-123-021-000	1253 ROSEVILLE PW	015-166-070-000
620 OAK ST	013-152-019-000	500 DEREK PL	015-350-005-000
711 OAK ST	013-163-003-000	204 PAUL CT	015-360-026-000
705 OAK ST	013-163-004-000	1850 TAYLOR RD	015-450-024-000
241 NEVADA AV	013-192-036-000	1820 TAYLOR RD	015-450-025-000
1017 DOUGLAS BL	013-194-027-000	940 RESERVE DR	015-490-035-000
228 HARDING BL	013-212-049-000	910 RESERVE DR	015-490-036-000
345 EVELYN AV	013-221-026-000	3883 WESTBROOK BL	017-101-010-000
101 ROSEVILLE ST	013-250-025-000	2720 BLUE OAKS BL	017-101-015-000
219 HARDING BL	013-270-017-000	5400 FIDDYMENT RD	017-101-038-000
329½ B ST	014-033-024-000	2150 BLUE OAKS BL	017-101-048-000
426 FIFTH ST	014-041-016-000	8450 INDUSTRIAL AV	017-113-008-000
350 SIXTH ST	014-051-017-000	1650 PARKSIDE WY	017-117-022-000
435 FIFTH ST	014-061-039-000	2547 TRADEWINDS DR	017-117-023-000
412 SIXTH ST	014-062-018-000	5251 FIDDYMENT RD	017-117-097-000
130 BARJO AL	014-102-023-000	10700 INDUSTRIAL AV	017-123-003-000
104 KEEHNER AV	014-113-047-000	10435 FAIRWAY DR	017-123-020-000
906 DOUGLAS BL	014-113-049-000	2000 FREEDOM WY	017-123-080-000
212 KEEHNER AV	014-113-060-000	2100 FREEDOM WY	017-123-081-000
200 BONNY KNOLL RD	014-120-010-000	2301 FREEDOM WY	017-123-083-000
1123 WAYNE DR	014-130-008-000	2201 FREEDOM WY	017-123-084-000
520 BONITA ST	014-152-004-000	10051 FAIRWAY DR	017-123-088-000
225 WILLOW AV	014-152-007-000	2200 FREEDOM WY	017-123-090-000
260 S HARDING BL	014-183-029-000	1875 PLEASANT GROVE BL	017-152-018-000

6745 FIDDYMENT RD	017-162-010-000
5179 GREEN GROVE LN	017-162-033-000
5925 SHADY FIR LN	017-162-046-000
1798 PLEASANT GROVE BL	017-162-049-000
1721 PLEASANT GROVE BL	017-162-087-000
1751 PLEASANT GROVE BL	017-162-088-000
8701 FOOTHILLS BL	017-232-005-000
8901 FOOTHILLS BL	017-232-006-000
1207 PLEASANT GROVE BL	017-232-015-000
7901 FOOTHILLS BL	017-232-031-000
7631 FOOTHILLS BL	017-232-033-000
751 ROSEVILLE PW	017-232-037-000
10021 FOOTHILLS BL	017-250-019-000
1001 WINDING CREEK RD	017-250-058-000
10198 FOOTHILLS BL	017-250-076-000
3801 COUNTRY CLUB DR	017-380-013-000
8151 INDUSTRIAL AV	017-410-017-000
7400 GALILEE RD	017-410-019-000
7300 GALILEE RD	017-410-020-000
8150 INDUSTRIAL AV	017-410-024-000
8101 WASHINGTON BL	017-410-025-000
7031 GALILEE RD	017-410-043-000
1257 PLEASANT GROVE BL	017-410-066-000
8025 INDUSTRIAL AV	017-410-068-000
7250 GALILEE RD	017-410-070-000
7100 GALILEE RD	017-410-085-000
4500 WESTBROOK BL	017-470-022-000
4410 WESTBROOK BL	017-470-025-000
4411 WESTBROOK BL	017-470-027-000
4501 WESTBROOK BL	017-470-028-000
4300 WESTBROOK BL	017-480-037-000
4180 WESTBROOK BL	017-480-040-000
4080 WESTBROOK BL	017-480-041-000
4315 WESTBROOK BL	017-480-042-000
4251 WESTBROOK BL	017-480-043-000
4081 WESTBROOK BL	017-480-044-000
3338 BLUE OAKS BL	017-490-001-000
3260 BLUE OAKS BL	017-490-002-000
3040 BLUE OAKS BL	017-490-008-000
5730 PHILLIP RD	017-490-015-000
3279 WESTBROOK BL	017-490-021-000
2930 BLUE OAKS BL	017-490-025-000
2880 BLUE OAKS BL	017-490-026-000
2860 BLUE OAKS BL	017-490-027-000
3330 WESTBROOK BL	017-490-028-000
2105 VIOLA WY	046-020-069-000
1905 DOUGLAS BL	048-011-005-000
1513 EUREKA RD	048-013-013-000
1411 ROCKY RIDGE DR	048-013-014-000
8160 SIERRA COLLEGE BL	048-021-056-000
8180 SIERRA COLLEGE BL	048-021-057-000
1623 SANTA CLARA DR	048-260-037-000
1614 KIT CARSON WY	048-350-015-000
1616 KIT CARSON WY	048-350-016-000
1618 KIT CARSON WY	048-350-018-000
1612 KIT CARSON WY	048-350-021-000
1604 WINCHESTER WY	048-380-026-000
1605 WINCHESTER WY	048-380-027-000
1470 STONE POINT DR	048-460-030-000
1470 ROCKY RIDGE DR	048-460-039-000
1640 ROCKY RIDGE DR	048-520-031-000
10521 FAIRWAY DR	357-150-005-000
10577 FAIRWAY DR	357-150-009-000
10561 FAIRWAY DR	357-150-010-000
10553 FAIRWAY DR	357-150-011-000
10537 FAIRWAY DR	357-150-012-000
8300 INDUSTRIAL AV	360-070-002-000
8477 WASHINGTON BL	360-070-004-000
8473 INDUSTRIAL AV	360-070-005-000
8469 INDUSTRIAL AV	360-070-006-000
8465 WASHINGTON BL	360-070-007-000
8457 WASHINGTON BL	360-070-008-000
8425 WASHINGTON BL	360-070-025-000
8441 WASHINGTON BL	360-070-026-000
250 GIBSON DR	361-230-023-000
246 GIBSON DR	361-230-024-000
580 GIBSON DR	363-011-002-000
564 GIBSON DR	363-011-003-000
572 GIBSON DR	363-011-004-000
556 GIBSON DR	363-011-005-000
540 GIBSON DR	363-011-007-000
250 CONFERENCE CENTER DR	363-011-013-000
270 GIBSON DR	363-011-014-000
999 RESERVE DR	363-011-054-000
1005 RESERVE DR	363-011-057-000
551 DIAMOND OAKS RD	363-011-058-000
290 CONFERENCE CENTER DR	363-011-086-000
935 HIGHLAND POINTE DR	363-021-011-000
1736 FREEDOM WY	363-022-017-000
1741 FREEDOM WY	363-022-018-000
1678 FREEDOM WY	363-022-025-000
1911 FREEDOM WY	363-022-027-000
1001 ROSEVILLE PW	363-030-064-000
2088 HERITAGE DR	363-120-021-000
7145 ADELAIDE DR	403-020-047-000
7105 ADELAIDE DR	403-020-068-000
424 DANWOOD CT	403-030-042-000
5081 CHICO DR	403-030-043-000
3313 ADELAIDE LP	403-040-046-000
7017 ADELAIDE DR	403-050-049-000
196 DEMPSEY CT	455-280-009-000
104 DEMPSEY CT	455-280-010-000
37 HUDDLESTONE CI	455-280-068-000
195 DEMPSEY CT	455-280-069-000
165 DEMPSEY CT	455-280-070-000
125 DEMPSEY CT	455-280-071-000
3040 DEMPSEY DR	455-290-035-000
104 DEMPSEY CT	455-290-036-000
3024 WISKEL WY	455-310-053-000
3024 WISKEL WY	455-320-031-000
195 DEMPSEY CT	455-334-012-000
1001 SECRET RAVINE PW	456-010-073-000
173 LOST OAK CT	456-160-014-000
132 LOST OAK CT	456-160-021-000

116 LOST OAK CT	456-160-023-000
1741 PARK OAK DR	456-160-025-000
201 SNOWY EGRET CT	456-180-006-000
1876 OAK CREST DR	456-190-014-000
2001 JOHNSON RANCH DR	457-040-046-000
361 PRINCETON CT	458-050-072-000
1784 E ROSEVILLE PW	458-050-077-000
1780 E ROSEVILLE PW	458-050-078-000
6134 LOCKRIDGE DR	464-030-036-000
6015 LOCKRIDGE DR	464-040-032-000
5144 ASHLEY WOODS DR	464-040-033-000
5145 ASHLEY WOODS DR	464-040-034-000
6016 LOCKRIDGE DR	464-040-035-000
5085 OLD AUBURN RD	464-050-017-000
5075 ASHLEY WOODS DR	464-050-018-000
5055 EAGLETON WY	464-060-014-000
5040 EAGLETON WY	464-060-015-000
6165 LOCKRIDGE DR	464-060-016-000
6166 LOCKRIDGE DR	464-060-017-000
5040 EAGLETON WY	464-070-045-000
5051 EASTRIDGE DR	466-020-043-000
9233 SIERRA COLLEGE BL	466-190-025-000
9237 SIERRA COLLEGE BL	466-190-042-000
9277 SIERRA COLLEGE BL	466-190-055-000
4097 LUXOR LN	466-300-036-000
5041 KNIGHTSWOOD WY	466-410-029-000
5030 KNIGHTSWOOD WY	466-410-034-000
1851 E ROSEVILLE PW	468-010-044-000
1430 W COLONIAL PW	468-130-055-000
1950 ROCKY RIDGE DR	469-070-030-000
1995 ROCKY RIDGE DR	469-100-013-000
2009 N CIRBY WY	469-130-003-000
2011 N CIRBY WY	469-130-004-000
1208 CHAMPION OAKS DR	469-130-023-000
1211 SAMOA WY	469-130-024-000
1209 SAMOA WY	469-130-025-000
1207 SAMOA WY	469-130-026-000
1205 SAMOA WY	469-130-027-000
1203 SAMOA WY	469-130-028-000
2010 N CIRBY WY	469-130-029-000
2012 N CIRBY WY	469-130-030-000
2014 N CIRBY WY	469-130-031-000
1202 SAMOA WY	469-130-032-000
1204 SAMOA WY	469-130-033-000
1206 SAMOA WY	469-130-034-000
1208 SAMOA WY	469-130-035-000
1210 SAMOA WY	469-130-036-000
1212 SAMOA WY	469-130-037-000
1214 SAMOA WY	469-130-038-000
1216 SAMOA WY	469-130-039-000
1215 MEADOW LN	469-200-012-000
1213 MEADOW LN	469-200-013-000
2203 HURST WY	469-200-024-000
1208 MEADOW LN	469-200-025-000
1206 MEADOW LN	469-200-026-000
4949 S CIRBY WY	469-230-005-000
1828 S CIRBY WY	469-280-009-000
823 CIRBY WY	471-010-005-000
1005 ORLANDO AV	471-020-017-000
2 SOMER RIDGE DR	471-020-036-000
11 WHYTE AV	471-050-007-000
8650 AUBURN BL	471-080-003-000
1140 SUNRISE AV	471-140-045-000
1021 CIRBY WY	471-190-046-000
718 SUNRISE AV	471-220-021-000
724 SUNRISE AV	471-220-022-000
486 ROSEVILLE RD	472-050-007-000
486 ROSEVILLE RD	472-050-008-000
485 ROSEVILLE RD	472-050-010-000
490 ROSEVILLE RD	472-050-013-000
486 ROSEVILLE RD	472-050-014-000
480 ROSEVILLE RD	472-050-020-000
480 ROSEVILLE RD	472-050-022-000
482 ROSEVILLE RD	472-050-024-000
484 ROSEVILLE RD	472-050-034-000
484 ROSEVILLE RD	472-050-035-000
490 ROSEVILLE RD	472-050-036-000
450 ROSEVILLE RD	472-060-010-000
400 ROSEVILLE RD	472-060-011-000
400 ROSEVILLE RD	472-060-012-000
450 ROSEVILLE RD	472-060-013-000
470 ROSEVILLE RD	472-060-032-000
400 ROSEVILLE RD	472-070-008-000
400 ROSEVILLE RD	472-070-009-000
444 ROSEVILLE RD	472-070-015-000
446 ROSEVILLE RD	472-070-017-000
400 ROSEVILLE RD	472-070-036-000
446 ROSEVILLE RD	472-070-039-000
444 ROSEVILLE RD	472-070-041-000
442 ROSEVILLE RD	472-070-043-000
400 ROSEVILLE RD	472-080-017-000
400 ROSEVILLE RD	472-080-019-000
420 ROSEVILLE RD	472-080-022-000
214 KENROY LN	472-170-004-000
812 MACHADO LN	472-210-033-000
1230 MELODY LN	472-330-052-000
814 JO ANNE LN	472-360-080-000
86 VALLEY OAK DR	472-370-013-000
88 VALLEY OAK DR	472-370-014-000
90 VALLEY OAK DR	472-370-015-000
92 VALLEY OAK DR	472-370-016-000
94 VALLEY OAK DR	472-370-017-000
96 VALLEY OAK DR	472-370-018-000
98 VALLEY OAK DR	472-370-019-000
100 VALLEY OAK DR	472-370-020-000
102 VALLEY OAK DR	472-370-021-000
104 VALLEY OAK DR	472-370-022-000
106 VALLEY OAK DR	472-370-023-000
108 VALLEY OAK DR	472-370-024-000
110 VALLEY OAK DR	472-370-025-000
112 VALLEY OAK DR	472-370-026-000
114 VALLEY OAK DR	472-370-027-000
113 VALLEY OAK DR	472-370-028-000
111 VALLEY OAK DR	472-370-029-000

109 VALLEY OAK DR	472-370-030-000
107 VALLEY OAK DR	472-370-031-000
105 VALLEY OAK DR	472-370-032-000
103 VALLEY OAK DR	472-370-033-000
101 VALLEY OAK DR	472-370-034-000
99 VALLEY OAK DR	472-370-035-000
9214 ATKINSON ST	473-070-015-000
2111 MARCH RD	473-100-014-000
1751 PFE RD	473-100-022-000
1901 PFE RD	473-100-030-000
2141 MARCH RD	473-100-032-000
2151 MARCH RD	473-100-033-000
2161 MARCH RD	473-100-034-000
2171 MARCH RD	473-100-035-000
2181 MARCH RD	473-100-036-000
2191 MARCH RD	473-100-037-000
2201 MARCH RD	473-100-038-000
2211 MARCH RD	473-100-039-000
2210 MARCH RD	473-100-040-000
2200 MARCH RD	473-100-041-000
2180 MARCH RD	473-100-042-000
2170 MARCH RD	473-100-043-000
2140 MARCH RD	473-100-044-000
2021 LENDELL LN	473-100-045-000
2033 MALIBU PL	475-100-010-000
1268 PLEASANT GROVE BL	477-080-006-000
5252 CAMPCREEK LP	478-320-037-000
5126 GREEN GROVE LN	478-320-038-000
1475 BLUE OAKS BL	481-260-005-000
7951 PAINTED DESERT DR	481-260-006-000
7621 PAINTED DESERT DR	481-260-012-000
1451 BLUE OAKS BL	481-260-013-000
1431 BLUE OAKS BL	481-260-014-000
1485 BLUE OAKS BL	481-260-031-000
401 ROSEVILLE PW	481-260-036-000
6130 CAMPUS PW	481-270-003-000
8300 WOODCREEK OAKS BL	481-270-019-000
8200 FOOTHILLS BL	481-270-025-000
621 ROSEVILLE PW	481-270-053-000
603 ROSEVILLE PW	481-270-054-000
8871 CRIMSON RIDGE WY	481-290-018-000
8879 CRIMSON RIDGE WY	481-290-019-000
8887 CRIMSON RIDGE WY	481-290-020-000
8895 CRIMSON RIDGE WY	481-290-021-000
8711 CRIMSON RIDGE WY	481-290-073-000
6169 CAMPUS PW	481-300-040-000
3001 KNIGHTSBRIDGE LN	481-300-059-000
3009 KNIGHTSBRIDGE LN	481-300-060-000
3017 KNIGHTSBRIDGE LN	481-300-061-000
3025 KNIGHTSBRIDGE LN	481-300-062-000
501 KNIGHTSBRIDGE CT	481-300-063-000
509 KNIGHTSBRIDGE CT	481-300-064-000
517 KNIGHTSBRIDGE CT	481-300-065-000
525 KNIGHTSBRIDGE CT	481-300-066-000
533 KNIGHTSBRIDGE CT	481-300-067-000
541 KNIGHTSBRIDGE CT	481-300-068-000
549 KNIGHTSBRIDGE CT	481-300-069-000
557 KNIGHTSBRIDGE CT	481-300-070-000
573 KNIGHTSBRIDGE CT	481-300-071-000
581 KNIGHTSBRIDGE CT	481-300-072-000
580 KNIGHTSBRIDGE CT	481-300-073-000
572 KNIGHTSBRIDGE CT	481-300-074-000
564 KNIGHTSBRIDGE CT	481-300-075-000
556 KNIGHTSBRIDGE CT	481-300-076-000
548 KNIGHTSBRIDGE CT	481-300-077-000
540 KNIGHTSBRIDGE CT	481-300-078-000
532 KNIGHTSBRIDGE CT	481-300-079-000
524 KNIGHTSBRIDGE CT	481-300-080-000
516 KNIGHTSBRIDGE CT	481-300-081-000
508 KNIGHTSBRIDGE CT	481-300-082-000
3024 KNIGHTSBRIDGE LN	481-300-083-000
3016 KNIGHTSBRIDGE LN	481-300-084-000
3000 KNIGHTSBRIDGE LN	481-300-085-000
7008 STACCATO WY	481-310-001-000
7004 STACCATO WY	481-310-002-000
7000 STACCATO WY	481-310-003-000
8846 CRIMSON RIDGE WY	481-310-004-000
8894 CRIMSON RIDGE WY	481-310-009-000
7020 STACCATO WY	481-310-010-000
7016 STACCATO WY	481-310-011-000
7012 STACCATO WY	481-310-012-000
7032 STACCATO WY	481-310-013-000
7028 STACCATO WY	481-310-014-000
7024 STACCATO WY	481-310-015-000
3009 MOHAWK WY	481-310-103-000
3005 MOHAWK WY	481-310-104-000
3001 MOHAWK WY	481-310-105-000
3021 MOHAWK WY	481-310-106-000
3017 MOHAWK WY	481-310-107-000
3013 MOHAWK WY	481-310-108-000
3033 MOHAWK WY	481-310-109-000
3029 MOHAWK WY	481-310-110-000
3025 MOHAWK WY	481-310-111-000
3045 MOHAWK WY	481-310-112-000
3041 MOHAWK WY	481-310-113-000
3037 MOHAWK WY	481-310-114-000
3065 MOHAWK WY	481-310-115-000
3057 MOHAWK WY	481-310-116-000
3049 MOHAWK WY	481-310-117-000
3052 MOHAWK WY	481-310-121-000
3048 MOHAWK WY	481-310-122-000
8742 CRIMSON RIDGE WY	481-310-123-000
8750 CRIMSON RIDGE WY	481-310-124-000
8758 CRIMSON RIDGE WY	481-310-125-000
8766 CRIMSON RIDGE WY	481-310-126-000
8774 CRIMSON RIDGE WY	481-310-127-000
8782 CRIMSON RIDGE WY	481-310-128-000
8790 CRIMSON RIDGE WY	481-310-129-000
8798 CRIMSON RIDGE WY	481-310-130-000
8814 CRIMSON RIDGE WY	481-310-131-000
8822 CRIMSON RIDGE WY	481-310-132-000
290 ROSEVILLE PW	481-320-009-000
149 TERRAWOOD CT	481-330-001-000
141 TERRAWOOD CT	481-330-002-000

125 TERRAWOOD CT	481-330-003-000
117 TERRAWOOD CT	481-330-004-000
109 TERRAWOOD CT	481-330-005-000
101 TERRAWOOD CT	481-330-006-000
241 BLADE CT	481-330-013-000
233 BLADE CT	481-330-014-000
225 BLADE CT	481-330-015-000
217 BLADE CT	481-330-016-000
216 BLADE CT	481-330-061-000
224 BLADE CT	481-330-062-000
232 BLADE CT	481-330-063-000
240 BLADE CT	481-330-064-000
5169 ASHBROOK ST	481-340-031-000
4001 SPROUT ST	481-350-001-000
4009 SPROUT ST	481-350-002-000
4017 SPROUT ST	481-350-003-000
4025 SPROUT ST	481-350-004-000
4033 SPROUT ST	481-350-005-000
4041 SPROUT ST	481-350-006-000
4049 SPROUT ST	481-350-007-000
4057 SPROUT ST	481-350-008-000
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4073 SPROUT ST	481-350-010-000
4081 SPROUT ST	481-350-011-000
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4137 SPROUT ST	481-350-017-000
4145 SPROUT ST	481-350-018-000
4153 SPROUT ST	481-350-019-000
4161 SPROUT ST	481-350-020-000
4160 SPROUT ST	481-350-021-000
4152 SPROUT ST	481-350-022-000
4144 SPROUT ST	481-350-023-000
4136 SPROUT ST	481-350-024-000
4128 SPROUT ST	481-350-025-000
4120 SPROUT ST	481-350-026-000
4112 SPROUT ST	481-350-027-000
4104 SPROUT ST	481-350-028-000
4096 SPROUT ST	481-350-029-000
4088 SPROUT ST	481-350-030-000
2001 SHALE ST	481-350-031-000
2009 SHALE ST	481-350-032-000
2017 SHALE ST	481-350-033-000
2025 SHALE ST	481-350-034-000
2033 SHALE ST	481-350-035-000
2041 SHALE ST	481-350-036-000
2049 SHALE ST	481-350-037-000
2057 SHALE ST	481-350-038-000
2065 SHALE ST	481-350-039-000
2073 SHALE ST	481-350-040-000
2072 SHALE ST	481-350-041-000
2064 SHALE ST	481-350-042-000
2056 SHALE ST	481-350-043-000
2048 SHALE ST	481-350-044-000
2040 SHALE ST	481-350-045-000
2032 SHALE ST	481-350-046-000
2024 SHALE ST	481-350-047-000
2016 SHALE ST	481-350-048-000
2008 SHALE ST	481-350-049-000
2000 SHALE ST	481-350-050-000
1024 SILVERWIRE ST	481-350-071-000
1016 SILVERWIRE ST	481-350-072-000
1008 SILVERWIRE ST	481-350-073-000
1478 BLUE OAKS BL	482-340-012-000
120 DIAMOND CREEK PL	482-420-002-000
432 SAMBRE PL	482-420-072-000
1661 ESKATON LP	482-450-074-000
2503 TRADEWINDS DR	482-480-002-000
2515 TRADEWINDS DR	482-480-003-000
2545 TRADEWINDS DR	482-480-004-000
137 MORELLA CT	484-080-033-000
10568 INDUSTRIAL AV	485-030-007-000
10612 INDUSTRIAL AV	485-030-008-000
10572 INDUSTRIAL AV	485-030-009-000
1380 MALLARD CREEK DR	485-050-055-000
1600 WINDING CREEK RD	485-080-001-000
1500 WINDING CREEK RD	485-080-002-000
1400 WINDING CREEK RD	485-080-003-000
1300 WINDING CREEK RD	485-080-004-000
1200 WINDING CREEK RD	485-090-001-000
1130 WINDING CREEK RD	485-090-002-000
1101 WINDING CREEK RD	485-090-003-000
1201 WINDING CREEK RD	485-090-004-000
1601 WINDING CREEK RD	485-090-005-000
2101 WHARTON LN	490-360-002-000
1055 AMINGTON DR	490-360-003-000
5200 FIDDYMENT RD	492-011-001-000
2551 HAYDEN PW	492-012-003-000
3101 N HAYDEN PW	492-012-086-000
2450 BLUE OAKS BL	492-012-090-000
2700 N HAYDEN PW	492-012-091-000
2800 N HAYDEN PW	492-012-094-000
4701 FIDDYMENT RD	492-013-001-000
2001 PRAIRIE TOWN WY	492-013-002-000
2151 PRAIRIE TOWN WY	492-013-003-000
2150 PRAIRIE TOWN WY	492-013-005-000
4951 FIDDYMENT RD	492-013-006-000
117 VISTA VERDE CT	492-180-045-000
1016 OLD COACH DR	492-180-046-000
1056 OLD COACH DR	492-180-047-000
1088 OLD COACH DR	492-180-048-000
2355 CUMBERLAND DR	492-320-040-000
2225 CUMBERLAND LP	492-340-041-000
6088 MYSTIC WY	492-420-019-000
6080 MYSTIC WY	492-420-020-000
3097 PRUETT DR	492-430-112-000
3101 PRUETT DR	492-430-113-000
3105 PRUETT DR	492-430-114-000
3109 PRUETT DR	492-430-115-000
3113 PRUETT DR	492-430-116-000
3117 PRUETT DR	492-430-117-000

3121 PRUETT DR	492-430-118-000
3125 PRUETT DR	492-430-119-000
3129 PRUETT DR	492-430-120-000
3133 PRUETT DR	492-430-121-000
3137 PRUETT DR	492-430-122-000
3141 PRUETT DR	492-430-123-000
3145 PRUETT DR	492-430-124-000
3157 PRUETT DR	492-430-127-000
1385 WADSWORTH CI	492-440-001-000
1393 WADSWORTH CI	492-440-002-000
1401 WADSWORTH CI	492-440-003-000
1409 WADSWORTH CI	492-440-004-000
1441 WADSWORTH CI	492-440-008-000
1473 WADSWORTH CI	492-440-012-000
6033 TALMAGE WY	492-440-020-000
6025 TALMAGE WY	492-440-021-000
6017 TALMAGE WY	492-440-022-000
6009 TALMAGE WY	492-440-023-000
6001 TALMAGE WY	492-440-024-000
6056 TALMAGE WY	492-440-025-000
6048 TALMAGE WY	492-440-026-000
6040 TALMAGE WY	492-440-027-000
6032 TALMAGE WY	492-440-028-000
6024 TALMAGE WY	492-440-029-000
6016 TALMAGE WY	492-440-030-000
7032 PRUETT DR	492-440-031-000
7024 PRUETT DR	492-440-032-000
7016 PRUETT DR	492-440-033-000
7008 PRUETT DR	492-440-034-000
1472 WADSWORTH CI	492-440-035-000
1440 WADSWORTH CI	492-440-039-000
1432 WADSWORTH CI	492-440-040-000
1424 WADSWORTH CI	492-440-041-000
1416 WADSWORTH CI	492-440-042-000
1408 WADSWORTH CI	492-440-043-000
1400 WADSWORTH CI	492-440-044-000
1392 WADSWORTH CI	492-440-045-000
801 ELKO CT	492-440-046-000
809 ELKO CT	492-440-047-000
817 ELKO CT	492-440-048-000
816 ELKO CT	492-440-049-000
808 ELKO CT	492-440-050-000
800 ELKO CT	492-440-051-000
601 MELBA CT	492-440-052-000
609 MELBA CT	492-440-053-000
617 MELBA CT	492-440-054-000
625 MELBA CT	492-440-055-000
633 MELBA CT	492-440-056-000
641 MELBA CT	492-440-057-000
648 MELBA CT	492-440-058-000
640 MELBA CT	492-440-059-000
632 MELBA CT	492-440-060-000
624 MELBA CT	492-440-061-000
616 MELBA CT	492-440-062-000
608 MELBA CT	492-440-063-000
600 MELBA CT	492-440-064-000
1353 WADSWORTH CI	492-440-065-000
1521 WADSWORTH CI	492-450-001-000
1529 WADSWORTH CI	492-450-002-000
1537 WADSWORTH CI	492-450-003-000
3120 VAUGHN WY	492-450-035-000
3112 VAUGHN WY	492-450-036-000
3113 VAUGHN WY	492-450-037-000
3121 VAUGHN WY	492-450-038-000
1481 WADSWORTH CI	492-460-001-000
1489 WADSWORTH CI	492-460-002-000
1497 WADSWORTH CI	492-460-003-000
1505 WADSWORTH CI	492-460-004-000
1513 WADSWORTH CI	492-460-005-000
9000 WHITEFISH WY	492-460-061-000
7001 PRUETT DR	492-460-062-000
7473 MALAKAI CI	492-480-066-000
7465 MALAKAI CI	492-480-067-000
7457 MALAKAI CI	492-480-068-000
7449 MALAKAI CI	492-480-069-000
7441 MALAKAI CI	492-480-070-000
7433 MALAKAI CI	492-480-071-000
7425 MALAKAI CI	492-480-072-000
7417 MALAKAI CI	492-480-073-000
5481 HOLT PW	492-490-001-000
2891 N HAYDEN PW	492-490-002-000
2801 N HAYDEN PW	492-500-002-000
3200 PLEASANT GROVE BL	496-010-001-000
6380 PHILLIP RD	496-020-001-000
2801 WESTBROOK BL	496-020-014-000
2400 WESTBROOK BL	496-020-034-000
6000 PHILLIP RD	496-020-035-000
2201 WESTBROOK BL	496-030-011-000
4301 WESTPARK DR	496-030-012-000
3380 PLEASANT GROVE BL	496-100-027-000
3250 PLEASANT GROVE BL	496-100-029-000
3301 PLEASANT GROVE BL	496-100-030-000
2130 DAYLIGHT DR	496-100-032-000
4201 SANTUCCI BL	496-100-034-000
2931 PLEASANT GROVE BL	496-100-051-000
8033 FORT COLLINS WY	496-230-057-000
816 ROCKY FORD CT	496-340-058-000
9040 ROYAL GORGE LP	496-400-058-000
5117 ROCKY MOUNTAIN WY	496-410-036-000
5089 ROCKY MOUNTAIN WY	496-410-037-000
5080 CLOUD BURST WY	496-470-001-000
5088 CLOUD BURST WY	496-470-002-000
5096 CLOUD BURST WY	496-470-003-000
5104 CLOUD BURST WY	496-470-004-000
5112 CLOUD BURST WY	496-470-005-000
5120 CLOUD BURST WY	496-470-006-000
5128 CLOUD BURST WY	496-470-007-000
5017 CLOUD BURST WY	496-470-036-000
5009 CLOUD BURST WY	496-470-037-000
5008 CLOUD BURST WY	496-470-038-000
5016 CLOUD BURST WY	496-470-039-000
5024 CLOUD BURST WY	496-470-040-000
5032 CLOUD BURST WY	496-470-041-000
5040 CLOUD BURST WY	496-470-042-000

5048 CLOUD BURST WY	496-470-043-000
5056 CLOUD BURST WY	496-470-044-000
5129 CLOUD BURST WY	496-470-061-000
5121 CLOUD BURST WY	496-470-062-000
5113 CLOUD BURST WY	496-470-063-000
5105 CLOUD BURST WY	496-470-064-000
5097 CLOUD BURST WY	496-470-065-000
5089 CLOUD BURST WY	496-470-066-000
2134 DAYLIGHT DR	496-480-001-000
2142 DAYLIGHT DR	496-480-002-000
2150 DAYLIGHT DR	496-480-003-000
2158 DAYLIGHT DR	496-480-004-000
2166 DAYLIGHT DR	496-480-005-000
2190 DAYLIGHT DR	496-480-008-000
5000 CLOUD BURST WY	496-480-009-000
5001 CLOUD BURST WY	496-480-010-000
109 WALKABOUT CT	496-490-009-000
101 WALKABOUT CT	496-490-010-000
4000 BACKWATER COVE CI	496-500-001-000
4024 BACKWATER COVE CI	496-500-004-000
4032 BACKWATER COVE CI	496-500-005-000
4040 BACKWATER COVE CI	496-500-006-000
4048 BACKWATER COVE CI	496-500-007-000
4056 BACKWATER COVE CI	496-500-008-000
4064 BACKWATER COVE CI	496-500-009-000
4072 BACKWATER COVE CI	496-500-010-000
4080 BACKWATER COVE CI	496-500-011-000
4088 BACKWATER COVE CI	496-500-012-000
4096 BACKWATER COVE CI	496-500-013-000
4104 BACKWATER COVE CI	496-500-014-000
4161 BACKWATER COVE CI	496-500-015-000
4153 BACKWATER COVE CI	496-500-016-000
4145 BACKWATER COVE CI	496-500-017-000
4137 BACKWATER COVE CI	496-500-018-000
4129 BACKWATER COVE CI	496-500-019-000
4121 BACKWATER COVE CI	496-500-020-000
4041 BACKWATER COVE CI	496-500-021-000
4033 BACKWATER COVE CI	496-500-022-000
4025 BACKWATER COVE CI	496-500-023-000
4017 BACKWATER COVE CI	496-500-024-000
4009 BACKWATER COVE CI	496-500-025-000
4001 BACKWATER COVE CI	496-500-026-000
1088 SOLAR FLARE WY	496-520-011-000
1096 SOLAR FLARE WY	496-520-012-000
1104 SOLAR FLARE WY	496-520-013-000
1112 SOLAR FLARE WY	496-520-014-000
1120 SOLAR FLARE WY	496-520-015-000
200 SOLAR FLARE CT	496-520-016-000
208 SOLAR FLARE CT	496-520-017-000
216 SOLAR FLARE CT	496-520-018-000
232 SOLAR FLARE CT	496-520-019-000
240 SOLAR FLARE CT	496-520-020-000
241 SOLAR FLARE CT	496-520-021-000
225 SOLAR FLARE CT	496-520-022-000
217 SOLAR FLARE CT	496-520-023-000
4033 SUN DROP WY	496-520-024-000
4025 SUN DROP WY	496-520-025-000
4017 SUN DROP WY	496-520-026-000
4009 SUN DROP WY	496-520-027-000
4001 SUN DROP WY	496-520-028-000
316 SUNBELT PL	496-520-029-000
324 SUNBELT PL	496-520-030-000
317 SUNBELT PL	496-520-031-000
309 SUNBELT PL	496-520-032-000
301 SUNBELT PL	496-520-033-000
5121 SUNBELT WY	496-520-034-000
5113 SUNBELT WY	496-520-035-000
1089 SOLAR FLARE WY	496-520-097-000
1097 SOLAR FLARE WY	496-520-098-000
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4272 TRAILBLAZER LP	496-540-001-000
4264 TRAILBLAZER LP	496-540-002-000
4256 TRAILBLAZER LP	496-540-003-000
4240 TRAILBLAZER LP	496-540-005-000
4265 TRAILBLAZER LP	496-540-058-000
4273 TRAILBLAZER LP	496-540-059-000
5280 STAR DANCE CI	496-550-001-000
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5264 STAR DANCE CI	496-550-003-000
5256 STAR DANCE CI	496-550-004-000
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1080 WHISPER RIDGE DR	496-560-014-000
1072 WHISPER RIDGE DR	496-560-015-000
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1017 WHISPER RIDGE DR	496-560-039-000
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5137 GRASSCREEK DR	496-570-007-000
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4081 EXPEDITION LN	496-570-034-000
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501 SILVER CLOUD CT	496-580-001-000
525 SILVER CLOUD CT	496-580-004-000
533 SILVER CLOUD CT	496-580-005-000
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549 SILVER CLOUD CT	496-580-007-000
557 SILVER CLOUD CT	496-580-008-000
565 SILVER CLOUD CT	496-580-009-000
573 SILVER CLOUD CT	496-580-010-000
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589 SILVER CLOUD CT	496-580-012-000
597 SILVER CLOUD CT	496-580-013-000
596 SILVER CLOUD CT	496-580-014-000
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516 SILVER CLOUD CT	496-580-020-000
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500 SILVER CLOUD CT	496-580-022-000
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417 FUCHSIA CT	496-580-024-000
425 FUCHSIA CT	496-580-025-000
433 FUCHSIA CT	496-580-026-000
432 FUCHSIA CT	496-580-027-000
424 FUCHSIA CT	496-580-028-000
416 FUCHSIA CT	496-580-029-000
408 FUCHSIA CT	496-580-030-000
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333 HORSETAIL CT	496-580-036-000
324 HORSETAIL CT	496-580-037-000
316 HORSETAIL CT	496-580-038-000
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6073 MEANDERING WY	496-580-041-000
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6048 MEANDERING WY	496-590-003-000
6040 MEANDERING WY	496-590-004-000

6032 MEANDERING WY	496-590-005-000
6033 MEANDERING WY	496-590-022-000
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6049 MEANDERING WY	496-590-024-000
6057 MEANDERING WY	496-590-025-000
2008 EVENING STAR CI	496-600-001-000
2016 EVENING STAR CI	496-600-002-000
2024 EVENING STAR CI	496-600-003-000
2032 EVENING STAR CI	496-600-004-000
2040 EVENING STAR CI	496-600-005-000
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2193 EVENING STAR CI	496-600-023-000
2217 EVENING STAR CI	496-600-024-000
2001 EVENING STAR CI	496-600-025-000
2009 EVENING STAR CI	496-600-026-000
2017 EVENING STAR CI	496-600-027-000
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2216 EVENING STAR CI	496-600-036-000
6872 FIDDYMENT RD	498-010-021-000
4701 UPLAND DR	498-010-022-000
6810 FIDDYMENT RD	498-010-023-000
4950 UPLAND DR	498-010-024-000
4850 UPLAND DR	498-010-025-000
2100 NICOLE GEE DR	498-010-026-000
2101 NICOLE GEE DR	498-010-027-000
4851 UPLAND DR	498-010-028-000
2051 NICOLE GEE DR	498-010-029-000
4651 UPLAND DR	498-010-030-000
4601 UPLAND DR	498-010-031-000
4251 UPLAND DR	498-010-045-000
1801 VISTA GRANDE BL	498-010-059-000
1721 VISTA GRANDE BL	498-010-060-000
4178 MARKET ST	498-010-062-000
4230 MARKET ST	498-010-063-000
5600 BASELINE RD	498-010-064-000
5480 BASELINE RD	498-010-065-000
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4391 MARKET ST	498-010-070-000
4291 MARKET ST	498-010-080-000
5400 BASELINE RD	498-010-081-000
5200 BASELINE RD	498-010-082-000
5000 BASELINE RD	498-010-083-000
3050 EARL RUSH DR	498-020-008-000
3450 MARKET ST	498-020-012-000
1600 WESTBROOK BL	498-020-014-000
1500 WESTBROOK BL	498-020-015-000
1501 WESTBROOK BL	498-020-016-000
3801 EARL RUSH DR	498-020-017-000
3700 SANTUCCI BL	498-020-018-000
2401 SILVER SPRUCE DR	498-020-019-000
3600 SANTUCCI BL	498-020-020-000
2520 VISTA GRANDE BL	498-020-021-000
2400 VISTA GRANDE BL	498-020-022-000
1401 WESTBROOK BL	498-020-023-000
1251 WESTBROOK BL	498-020-025-000
1260 WESTBROOK BL	498-020-027-000
1400 WESTBROOK BL	498-020-028-000
2902 NICOLE GEE DR	498-020-029-000
2660 NICOLE GEE DR	498-020-031-000
3610 MARKET ST	498-020-032-000
1850 VISTA GRANDE BL	498-020-034-000
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1710 VISTA GRANDE BL	498-020-036-000
3750 MARKET ST	498-020-037-000
3611 MARKET ST	498-020-039-000
2351 NICOLE GEE DR	498-020-040-000
3561 MARKET ST	498-020-041-000
3421 MARKET ST	498-020-042-000
2200 NICOLE GEE DR	498-020-043-000
3115 EARL RUSH DR	498-020-052-000
3201 EARL RUSH DR	498-020-054-000
3161 CONCORD VIEW WY	498-050-005-000
1049 SWALLOWTAIL DR	498-070-009-000
1041 SWALLOWTAIL DR	498-070-010-000
1056 SWALLOWTAIL DR	498-070-050-000
1064 SWALLOWTAIL DR	498-070-051-000
1500 MONARCH GROVE ST	498-070-052-000
6176 RIDING PATH DR	498-080-004-000
6168 RIDING PATH DR	498-080-005-000
6153 RIDING PATH DR	498-080-047-000
8089 BRIGHT STAR RD	498-100-041-000
3589 SAG HARBOR DR	498-120-046-000
1177 SWALLOWTAIL DR	498-130-007-000
1185 SWALLOWTAIL DR	498-130-008-000
1193 SWALLOWTAIL DR	498-130-009-000
1201 SWALLOWTAIL DR	498-130-010-000
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1217 SWALLOWTAIL DR	498-130-012-000
4200 GOSSAMER ST	498-130-013-000
4192 GOSSAMER ST	498-130-014-000
4184 GOSSAMER ST	498-130-015-000

4176 GOSSAMER ST	498-130-016-000
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4152 GOSSAMER ST	498-130-019-000
4144 GOSSAMER ST	498-130-020-000
4136 GOSSAMER ST	498-130-021-000
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1200 SWALLOWTAIL DR	498-130-041-000
1176 SWALLOWTAIL DR	498-130-056-000
1233 SWALLOWTAIL DR	498-130-078-000
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1329 SWALLOWTAIL DR	498-130-090-000
1337 SWALLOWTAIL DR	498-130-091-000
1345 SWALLOWTAIL DR	498-130-092-000
4137 GOSSAMER ST	498-130-093-000
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4169 GOSSAMER ST	498-130-097-000
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1240 SWALLOWTAIL DR	498-130-111-000
1232 SWALLOWTAIL DR	498-130-112-000
3651 MARKET ST	498-180-001-000
3661 MARKET ST	498-180-002-000
1600 VISTA GRANDE BL	498-180-003-000
2192 MILKY WAY CI	498-190-022-000
2200 MILKY WAY CI	498-190-023-000
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8064 TITAN LN	498-190-065-000
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2001 BOREALIS CI	498-200-001-000
2009 BOREALIS CI	498-200-002-000
2017 BOREALIS CI	498-200-003-000
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2033 BOREALIS CI	498-200-005-000
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2048 BOREALIS CI	498-200-032-000
2040 BOREALIS CI	498-200-033-000
2320 BOREALIS CI	498-200-034-000
2321 BOREALIS CI	498-200-072-000

5065 SOLAR WY	498-200-076-000
424 FORTUNA CT	498-210-022-000
416 FORTUNA CT	498-210-023-000
408 FORTUNA CT	498-210-024-000
400 FORTUNA CT	498-210-025-000
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1032 FORTUNA DR	498-210-031-000
1024 FORTUNA DR	498-210-032-000
1016 FORTUNA DR	498-210-033-000
5232 CHELSEA CREEK RD	498-220-001-000
5224 CHELSEA CREEK RD	498-220-002-000
5216 CHELSEA CREEK RD	498-220-003-000
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5217 CHELSEA CREEK RD	498-220-022-000
664 SEA CLIFF CT	498-220-023-000
656 SEA CLIFF CT	498-220-024-000
648 SEA CLIFF CT	498-220-025-000
640 SEA CLIFF CT	498-220-026-000
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617 SEA CLIFF CT	498-220-034-000
625 SEA CLIFF CT	498-220-035-000
633 SEA CLIFF CT	498-220-036-000
641 SEA CLIFF CT	498-220-037-000
649 SEA CLIFF CT	498-220-038-000
657 SEA CLIFF CT	498-220-039-000
2001 ARBOR RIDGE DR	498-230-001-000
2033 ARBOR RIDGE DR	498-230-005-000
2041 ARBOR RIDGE DR	498-230-006-000
2049 ARBOR RIDGE DR	498-230-007-000
2057 ARBOR RIDGE DR	498-230-008-000
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2129 ARBOR RIDGE DR	498-230-017-000
2137 ARBOR RIDGE DR	498-230-018-000
101 GOLDBLOOM PL	498-230-019-000
109 GOLDBLOOM PL	498-230-020-000
117 GOLDBLOOM PL	498-230-021-000
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2152 ARBOR RIDGE DR	498-230-036-000
2144 ARBOR RIDGE DR	498-230-037-000
3144 SHASTA DAISY CI	498-230-038-000
3136 SHASTA DAISY CI	498-230-039-000
3128 SHASTA DAISY CI	498-230-040-000
3120 SHASTA DAISY CI	498-230-041-000
3112 SHASTA DAISY CI	498-230-042-000
3104 SHASTA DAISY CI	498-230-043-000
3096 SHASTA DAISY CI	498-230-044-000
3088 SHASTA DAISY CI	498-230-045-000
3080 SHASTA DAISY CI	498-230-046-000
3072 SHASTA DAISY CI	498-230-047-000
3064 SHASTA DAISY CI	498-230-048-000
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2048 ARBOR RIDGE DR	498-230-071-000
2032 ARBOR RIDGE DR	498-230-072-000
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301 BEE BALM CT	498-230-074-000
309 BEE BALM CT	498-230-075-000

317 BEE BALM CT	498-230-076-000
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324 BEE BALM CT	498-230-078-000
316 BEE BALM CT	498-230-079-000
308 BEE BALM CT	498-230-080-000
2105 QUARTZ COVE WY	498-240-001-000
2097 QUARTZ COVE WY	498-240-002-000
2089 QUARTZ COVE WY	498-240-003-000
2081 QUARTZ COVE WY	498-240-004-000
2073 QUARTZ COVE WY	498-240-005-000
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2033 QUARTZ COVE WY	498-240-010-000
2025 QUARTZ COVE WY	498-240-011-000
2017 QUARTZ COVE WY	498-240-012-000
2009 QUARTZ COVE WY	498-240-013-000
2001 QUARTZ COVE WY	498-240-014-000
1008 SOLACE RIVER WY	498-240-015-000
1016 SOLACE RIVER WY	498-240-016-000
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1120 SOLACE RIVER WY	498-240-029-000
1128 SOLACE RIVER WY	498-240-030-000
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4249 MOLTEN CREEK WY	498-240-032-000
4241 MOLTEN CREEK WY	498-240-033-000
4233 MOLTEN CREEK WY	498-240-034-000
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1097 SOLACE RIVER WY	498-240-036-000
1057 SOLACE RIVER WY	498-240-037-000
1049 SOLACE RIVER WY	498-240-038-000
1041 SOLACE RIVER WY	498-240-039-000
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1017 SOLACE RIVER WY	498-240-042-000
1009 SOLACE RIVER WY	498-240-043-000
1001 SOLACE RIVER WY	498-240-044-000
2509 PLUME WILLOW WY	498-240-045-000
2501 PLUME WILLOW WY	498-240-046-000
2008 QUARTZ COVE WY	498-240-047-000
2016 QUARTZ COVE WY	498-240-048-000
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2032 QUARTZ COVE WY	498-240-050-000
2040 QUARTZ COVE WY	498-240-051-000
2048 QUARTZ COVE WY	498-240-052-000
2056 QUARTZ COVE WY	498-240-053-000
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3008 RED CANARD WY	498-240-056-000
3016 RED CANARD WY	498-240-057-000
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3017 RED CANARD WY	498-240-092-000
3009 RED CANARD WY	498-240-093-000
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4056 MOLTEN CREEK WY	498-240-097-000
4064 MOLTEN CREEK WY	498-240-098-000
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4096 MOLTEN CREEK WY	498-240-102-000
4104 MOLTEN CREEK WY	498-240-103-000
4112 MOLTEN CREEK WY	498-240-104-000
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4128 MOLTEN CREEK WY	498-240-106-000
4136 MOLTEN CREEK WY	498-240-107-000
4144 MOLTEN CREEK WY	498-240-108-000
4168 MOLTEN CREEK WY	498-240-109-000

4176 MOLTEN CREEK WY	498-240-110-000
4184 MOLTEN CREEK WY	498-240-111-000
4201 MOLTEN CREEK WY	498-240-118-000
4193 MOLTEN CREEK WY	498-240-119-000
4185 MOLTEN CREEK WY	498-240-120-000
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4001 MOLTEN CREEK WY	498-240-143-000
2900 VISTA GRANDE BL	499-010-004-000
3850 SANTUCCI BL	499-010-005-000
3751 SANTUCCI BL	499-010-007-000
3551 SANTUCCI BL	499-010-008-000
2700 VISTA GRANDE BL	499-010-009-000
3800 SANTUCCI BL	499-010-024-000
3900 SANTUCCI BL	499-010-025-000
6200 BASELINE RD	499-010-074-000
6000 BASELINE RD	499-010-075-000
6250 BASELINE RD	499-010-080-000
5990 BASELINE RD	499-010-081-000
3091 VISTA GRANDE BL	499-010-085-000
3051 VISTA GRANDE BL	499-010-086-000
2901 VISTA GRANDE BL	499-010-087-000
3313 GARIBALDI DR	499-010-089-000
3101 SANTUCCI BL	499-010-091-000
3001 SANTUCCI BL	499-010-092-000
2401 VISTA GRANDE BL	499-010-095-000
5850 BASELINE RD	499-010-099-000
5750 BASELINE RD	499-010-100-000
1048 MAMBO WY	499-020-001-000
1112 MAMBO WY	499-020-009-000
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1193 MAMBO WY	499-020-019-000
1185 MAMBO WY	499-020-020-000
4001 SWING WY	499-020-021-000
7032 FOX TROT WY	499-020-033-000
7024 FOX TROT WY	499-020-034-000
3000 FLAMENCO WY	499-020-045-000
3001 FLAMENCO WY	499-020-046-000
7016 FOX TROT WY	499-020-057-000
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1065 MAMBO WY	499-020-066-000
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5880 VISTA PARK DR	499-020-090-000
5872 VISTA PARK DR	499-020-091-000
5864 VISTA PARK DR	499-020-092-000
5856 VISTA PARK DR	499-020-093-000
5904 VISTA PARK DR	499-020-103-000
5912 VISTA PARK DR	499-020-104-000
2396 SIERRA VILLAGE DR	499-030-072-000
2388 SIERRA VILLAGE DR	499-030-073-000
2380 SIERRA VILLAGE DR	499-030-074-000
2372 SIERRA VILLAGE DR	499-030-075-000
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2308 SIERRA VILLAGE DR	499-030-083-000
2300 SIERRA VILLAGE DR	499-030-084-000
5920 VISTA PARK DR	499-030-098-000
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5936 VISTA PARK DR	499-030-100-000
5944 VISTA PARK DR	499-030-101-000
5952 VISTA PARK DR	499-030-102-000
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5417 FANDANGO LP	499-060-011-000
5409 FANDANGO LP	499-060-012-000
5401 FANDANGO LP	499-060-013-000
5393 FANDANGO LP	499-060-014-000
5385 FANDANGO LP	499-060-015-000
5369 FANDANGO LP	499-060-016-000
5361 FANDANGO LP	499-060-017-000
5368 FANDANGO LP	499-060-038-000
5376 FANDANGO LP	499-060-039-000
5384 FANDANGO LP	499-060-040-000
5392 FANDANGO LP	499-060-041-000
5400 FANDANGO LP	499-060-042-000

900 RUMBA CT	499-060-043-000
908 RUMBA CT	499-060-044-000
916 RUMBA CT	499-060-045-000
924 RUMBA CT	499-060-046-000
932 RUMBA CT	499-060-047-000
933 RUMBA CT	499-060-048-000
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917 RUMBA CT	499-060-050-000
909 RUMBA CT	499-060-051-000
901 RUMBA CT	499-060-052-000
5480 FANDANGO LP	499-060-053-000
5488 FANDANGO LP	499-060-054-000
5496 FANDANGO LP	499-060-055-000
2001 LAKE RANGE WY	499-070-001-000
2009 LAKE RANGE WY	499-070-002-000
2017 LAKE RANGE WY	499-070-003-000
2025 LAKE RANGE WY	499-070-004-000
2033 LAKE RANGE WY	499-070-005-000
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2049 LAKE RANGE WY	499-070-007-000
2057 LAKE RANGE WY	499-070-008-000
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6001 WADDINGTON WY	499-070-031-000
6009 WADDINGTON WY	499-070-032-000
6008 WADDINGTON WY	499-070-045-000
6000 WADDINGTON WY	499-070-046-000
4001 TRINITY ALPS WY	499-070-047-000
4009 TRINITY ALPS WY	499-070-048-000
4017 TRINITY ALPS WY	499-070-049-000
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4024 TRINITY ALPS WY	499-070-059-000
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2016 LAKE RANGE WY	499-070-061-000
2008 LAKE RANGE WY	499-070-062-000
2000 LAKE RANGE WY	499-070-063-000
9009 HIMALAYA WY	499-070-064-000
9049 HIMALAYA WY	499-070-069-000
9097 HIMALAYA WY	499-070-074-000
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9129 HIMALAYA WY	499-070-078-000
9137 HIMALAYA WY	499-070-079-000
9145 HIMALAYA WY	499-070-080-000
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4136 TRINITY ALPS WY	499-070-083-000
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1137 SIERRA MORENA WY	499-080-003-000
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1200 SIERRA MORENA WY	499-080-025-000
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3017 BLACKWELDER WY	499-080-028-000
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3016 BLACKWELDER WY	499-080-037-000
3008 BLACKWELDER WY	499-080-038-000
3000 BLACKWELDER WY	499-080-039-000
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4009 KNOBBY CREST WY	499-080-041-000

4017 KNOBBY CREST WY	499-080-042-000
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4000 KNOBBY CREST WY	499-080-053-000
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1008 SIERRA MORENA WY	499-090-007-000
1016 SIERRA MORENA WY	499-090-008-000
1024 SIERRA MORENA WY	499-090-009-000
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7000 PANAMINT WY	499-090-011-000
7008 PANAMINT WY	499-090-012-000
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8000 GORGON WY	499-090-021-000
8008 GORGON WY	499-090-022-000
8016 GORGON WY	499-090-023-000
8024 GORGON WY	499-090-024-000
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9152 HIMALAYA WY	499-090-030-000
9144 HIMALAYA WY	499-090-031-000
9136 HIMALAYA WY	499-090-032-000
9128 HIMALAYA WY	499-090-033-000
6001 HALIFAX WY	499-090-034-000
6009 HALIFAX WY	499-090-035-000
6017 HALIFAX WY	499-090-036-000
6025 HALIFAX WY	499-090-037-000
6033 HALIFAX WY	499-090-038-000
6041 HALIFAX WY	499-090-039-000
6049 HALIFAX WY	499-090-040-000
6057 HALIFAX WY	499-090-041-000
6065 HALIFAX WY	499-090-042-000
6073 HALIFAX WY	499-090-043-000
6081 HALIFAX WY	499-090-044-000
5080 HOLLOWTOP WY	499-090-045-000
5072 HOLLOWTOP WY	499-090-046-000
5064 HOLLOWTOP WY	499-090-047-000
5056 HOLLOWTOP WY	499-090-048-000
5057 HOLLOWTOP WY	499-090-049-000
5065 HOLLOWTOP WY	499-090-050-000
5073 HOLLOWTOP WY	499-090-051-000
5081 HOLLOWTOP WY	499-090-052-000
4080 KNOBBY CREST WY	499-090-053-000
4072 KNOBBY CREST WY	499-090-054-000
4064 KNOBBY CREST WY	499-090-055-000
4056 KNOBBY CREST WY	499-090-056-000
4057 KNOBBY CREST WY	499-090-057-000
4065 KNOBBY CREST WY	499-090-058-000
4073 KNOBBY CREST WY	499-090-059-000
4081 KNOBBY CREST WY	499-090-060-000
3080 BLACKWELDER WY	499-090-061-000
3072 BLACKWELDER WY	499-090-062-000
3064 BLACKWELDER WY	499-090-063-000
3056 BLACKWELDER WY	499-090-064-000
3057 BLACKWELDER WY	499-090-065-000
3065 BLACKWELDER WY	499-090-066-000
3073 BLACKWELDER WY	499-090-067-000
3081 BLACKWELDER WY	499-090-068-000
1288 SIERRA MORENA WY	499-090-069-000
1280 SIERRA MORENA WY	499-090-070-000
1272 SIERRA MORENA WY	499-090-071-000
1264 SIERRA MORENA WY	499-090-072-000
1265 SIERRA MORENA WY	499-090-073-000
1273 SIERRA MORENA WY	499-090-074-000
1281 SIERRA MORENA WY	499-090-075-000
1289 SIERRA MORENA WY	499-090-076-000
6081 OBERLANDER DR	499-100-017-000
6089 OBERLANDER DR	499-100-018-000
6097 OBERLANDER DR	499-100-019-000

6105 OBERLANDER DR	499-100-020-000
6113 OBERLANDER DR	499-100-021-000
6121 OBERLANDER DR	499-100-022-000
6129 OBERLANDER DR	499-100-023-000
6137 OBERLANDER DR	499-100-024-000
6145 OBERLANDER DR	499-100-025-000
6153 OBERLANDER DR	499-100-026-000
6161 OBERLANDER DR	499-100-027-000
6169 OBERLANDER DR	499-100-028-000
6177 OBERLANDER DR	499-100-029-000
6185 OBERLANDER DR	499-100-030-000
6193 OBERLANDER DR	499-100-031-000
6201 OBERLANDER DR	499-100-032-000
6209 OBERLANDER DR	499-100-033-000
601 PASO FINO CT	499-100-034-000
609 PASO FINO CT	499-100-035-000
617 PASO FINO CT	499-100-036-000
625 PASO FINO CT	499-100-037-000
633 PASO FINO CT	499-100-038-000
641 PASO FINO CT	499-100-039-000
640 PASO FINO CT	499-100-040-000
632 PASO FINO CT	499-100-041-000
624 PASO FINO CT	499-100-042-000
616 PASO FINO CT	499-100-043-000
9032 ORLOV WY	499-100-044-000
9024 ORLOV WY	499-100-045-000
6200 OBERLANDER DR	499-100-046-000
6192 OBERLANDER DR	499-100-047-000
6184 OBERLANDER DR	499-100-048-000
8016 PENTRO WY	499-100-049-000
8008 PENTRO WY	499-100-050-000
8009 PENTRO WY	499-100-051-000
8017 PENTRO WY	499-100-052-000
8025 PENTRO WY	499-100-053-000
8033 PENTRO WY	499-100-054-000
7040 PERSANO WY	499-100-055-000
7032 PERSANO WY	499-100-056-000
7024 PERSANO WY	499-100-057-000
7016 PERSANO WY	499-100-058-000
3120 BRANDENBURBER DR	499-100-059-000
7001 PERSANO WY	499-100-060-000
7009 PERSANO WY	499-100-061-000
7017 PERSANO WY	499-100-062-000
7025 PERSANO WY	499-100-063-000
7033 PERSANO WY	499-100-064-000
7041 PERSANO WY	499-100-065-000
6080 OBERLANDER DR	499-100-066-000
6072 OBERLANDER DR	499-100-067-000
580 FRIESIAN CT	499-110-001-000
572 FRIESIAN CT	499-110-002-000
564 FRIESIAN CT	499-110-003-000
556 FRIESIAN CT	499-110-004-000
548 FRIESIAN CT	499-110-005-000
540 FRIESIAN CT	499-110-006-000
532 FRIESIAN CT	499-110-007-000
524 FRIESIAN CT	499-110-008-000
516 FRIESIAN CT	499-110-009-000
508 FRIESIAN CT	499-110-010-000
500 FRIESIAN CT	499-110-011-000
3128 NEWFOUNDLAND DR	499-110-012-000
3120 NEWFOUNDLAND DR	499-110-013-000
3112 NEWFOUNDLAND DR	499-110-014-000
3104 NEWFOUNDLAND DR	499-110-015-000
3096 NEWFOUNDLAND DR	499-110-016-000
3105 NEWFOUNDLAND DR	499-110-017-000
6008 BRENTON WY	499-110-018-000
6016 BRENTON WY	499-110-019-000
6024 BRENTON WY	499-110-020-000
6032 BRENTON WY	499-110-021-000
8033 HOLSTEINER WY	499-110-022-000
8025 HOLSTEINER WY	499-110-023-000
8017 HOLSTEINER WY	499-110-024-000
8009 HOLSTEINER WY	499-110-025-000
3113 NEWFOUNDLAND DR	499-110-026-000
3121 NEWFOUNDLAND DR	499-110-027-000
501 FRIESIAN CT	499-110-028-000
8008 HOLSTEINER WY	499-110-029-000
8016 HOLSTEINER WY	499-110-030-000
8024 HOLSTEINER WY	499-110-031-000
8032 HOLSTEINER WY	499-110-032-000
573 FRIESIAN CT	499-110-033-000
565 FRIESIAN CT	499-110-034-000
557 FRIESIAN CT	499-110-035-000
509 FRIESIAN CT	499-110-036-000
517 FRIESIAN CT	499-110-037-000
1867 VISTA GRANDE BL	499-110-038-000
5833 VISTA PARK DR	499-110-039-000
3088 NEWFOUNDLAND DR	499-120-001-000
3080 NEWFOUNDLAND DR	499-120-002-000
3072 NEWFOUNDLAND DR	499-120-003-000
3064 NEWFOUNDLAND DR	499-120-004-000
3056 NEWFOUNDLAND DR	499-120-005-000
3048 NEWFOUNDLAND DR	499-120-006-000
3040 NEWFOUNDLAND DR	499-120-007-000
3032 NEWFOUNDLAND DR	499-120-008-000
3024 NEWFOUNDLAND DR	499-120-009-000
3016 NEWFOUNDLAND DR	499-120-010-000
3008 NEWFOUNDLAND DR	499-120-011-000
3000 NEWFOUNDLAND DR	499-120-012-000
3001 NEWFOUNDLAND DR	499-120-013-000
2260 SIERRA VILLAGE DR	499-120-014-000
2268 SIERRA VILLAGE DR	499-120-015-000
2276 SIERRA VILLAGE DR	499-120-016-000
2284 SIERRA VILLAGE DR	499-120-017-000
2033 NOKOTA WY	499-120-018-000
2025 NOKOTA WY	499-120-019-000
2017 NOKOTA WY	499-120-020-000
2009 NOKOTA WY	499-120-021-000
3009 NEWFOUNDLAND DR	499-120-022-000
3017 NEWFOUNDLAND DR	499-120-023-000
3033 NEWFOUNDLAND DR	499-120-024-000
2008 NOKOTA WY	499-120-025-000
2016 NOKOTA WY	499-120-026-000
2024 NOKOTA WY	499-120-027-000

2032 NOKOTA WY	499-120-028-000
4033 HALFLINGER WY	499-120-029-000
4025 HALFLINGER WY	499-120-030-000
4017 HALFLINGER WY	499-120-031-000
4009 HALFLINGER WY	499-120-032-000
3041 NEWFOUNDLAND DR	499-120-033-000
3057 NEWFOUNDLAND DR	499-120-034-000
3065 NEWFOUNDLAND DR	499-120-035-000
4008 HALFLINGER WY	499-120-036-000
4016 HALFLINGER WY	499-120-037-000
4024 HALFLINGER WY	499-120-038-000
4032 HALFLINGER WY	499-120-039-000
6033 BRENTON WY	499-120-040-000
6025 BRENTON WY	499-120-041-000
6017 BRENTON WY	499-120-042-000
6009 BRENTON WY	499-120-043-000
3073 NEWFOUNDLAND DR	499-120-044-000
3089 NEWFOUNDLAND DR	499-120-045-000
5889 VISTA PARK DR	499-120-046-000
5905 VISTA PARK DR	499-120-047-000
5977 VISTA PARK DR	499-120-048-000

City of Roseville Fire Department • 316 Vernon St., #480 • Roseville, California 95678-2618
(916) 774-5800 • (916) 774-5810 *FAX* • (916) 774-5220 *TDD* • www.roseville.ca.us

June 1, 2022

NOTICE TO ABATE FIRE HAZARD

This letter is intended for parcels that are undeveloped.

If the property has been developed or sold, please disregard the following and complete the information on the following page(s) and return it to the Roseville Fire Department, 316 Vernon Street, Suite 480, Roseville, CA 95678.

This letter is to notify you that a fire hazard may exist on the undeveloped parcel(s) listed on the following page(s). The law requires that all cut or uncut weeds, grass, vines, vegetation, or other combustible materials be removed when determined to be a fire hazard. Roseville Fire Code (RFC) 304.1.3; H&S Code, Division 12, Part 5.

*If applicable, all necessary work shall be completed no later than **July 1, 2022**. If the property owner does not comply with this notice, the required firebreaks will be made by the City of Roseville. All costs incurred by the City, including a $**338.00** per parcel administration fee, shall be billed directly to the property owner.*

WEED ABATEMENT GUIDELINES

A clear firebreak of a minimum 30-foot width shall be created and maintained in all areas designated by the City of Roseville. Clear firebreaks shall be provided around all combustible buildings, fences, vehicles, structures, or storage on this parcel or on adjacent properties. We ask that you adhere to the following abatement requirements:

1. *The preferred method of weed abatement shall be accomplished by discing and completed so that all weeds, grass, other vegetation or organic material which can be expected to burn are completely removed or turned under so there is insufficient fuel to sustain or allow the spread of fire.*
    - *Discing does not negate the requirement for weed removal up to the structure.*
2. *Where discing is not practical, mowing is permitted where the material is mulched and the remaining weeds do not exceed two inches in height.*
3. *Spark arrestors shall be installed on all outdoor equipment with internal combustion engines.*
4. *Parcels that are one acre or less shall be completely abated.*

Prior to abating weeds, seasonal rains should be considered. Late rains will produce late growing weeds. Weeds once mowed, may require additional mowing. The weed abatement program's intent is to reduce the fire hazard during fire season.

SAMPLE

Notice to Abate Fire Hazard

Owner Name: Sample
Owner Address: 333 Sample Way
SACRAMENTO, CA 956XX

Assessor Parcel Number: 000-000-000-000
Site Address: 203 SAMPLE ST
Roseville, CA 956XX

Please check the box below depicting the current status of the property listed above.

☐ This property has been developed.
☐ This property has been sold.

If the property listed above has been sold, please provide the date of sale and contact information of the new owner below.

Date Sold: _____

New Owner Name and Address: _____
_____
_____

Return to: Roseville Fire Department
316 Vernon St, Suite 480
Roseville, CA 95678

Please remember: If applicable, all necessary work shall be completed by July 30, 2022

SAMPLE

COUNCIL COMMUNICATION

CC #: 2050
File #: 0704

Title:	Adventure Club Community Care Licensing Division Administrative Organization Update
Contact:	Kate Rebello 916-774-5945 krebello@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the update of the Department of Social Services (Community Care Licensing Division) Administrative Organization Form that names Parks, Recreation & Libraries Supervisor Melanie Nett and Parks, Recreation & Libraries Superintendent Kate Rebello as the contact persons who meet the administrator's qualifications as outlined in section 101215 of the Child Care Center General Licensing Requirements.

BACKGROUND

The City of Roseville has offered licensed child care services through the California Department of Social Services for the past 35 years at elementary schools in Roseville. As part of the licensee requirements, the Department of Social Services, Community Care Licensing Division has requested a resolution to authorize and update the application with the most current authorized representative(s). The Administrative Organization Form names Recreation & Libraries Supervisor Melanie Nett and Parks, Recreation & Libraries Superintendent Kate Rebello as the contact persons who meet the administrator's qualifications as outlined in Section 101215 of the Child Care Center General Licensing Requirements.

FISCAL IMPACT

There is no fiscal impact to this administrative process.

ENVIRONMENTAL REVIEW

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

The update of contact names for child care licensing meets the above criteria and is not subject to

CEQA. No additional environmental review is required.

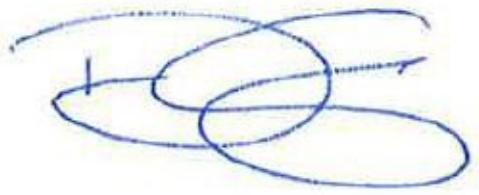
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Kate Rebello, Parks, Recreation & Libraries Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-140

RESOLUTION NO. 22-140

APPROVING CONTACT PERSONS FOR THE DEPARTMENT OF SOCIAL SERVICES, COMMUNITY CARE LICENSING DIVISION ADMINISTRATIVE ORGANIZATION UPDATE

WHEREAS, the City of Roseville has offered child care services licensed through the California Department of Social Services (DSS) for the past 35 years; and

WHEREAS, the DSS Community Care Licensing Division has requested a resolution to authorize and update the application with the current authorized representative(s) for the City of Roseville; and

WHEREAS, Melanie Nett and Kate Rebello meet the administrator qualifications as outlined in Section 101215 of the State of California DSS Child Care Center General Licensing Requirements; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that Parks, Recreation & Libraries Supervisor Melanie Nett and Parks, Recreation & Libraries Superintendent Kate Rebello be listed as the contact persons for the Department of Social Services, Community Care Licensing Division Administrative Organization Update.

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 #: 2054
File #: 1004-02

Title:	Galleria Mall Property Re-Conveyance - Quitclaim Deeds
Contact:	Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution:

1. Authorizing the City Manager to execute two quitclaim deeds (the "Deeds") necessary to re-convey City-owned property within the Galleria Mall complex back to the Mall ownership entity (Roseville Shoppingtown, LLC) consistent with the terms and provisions of the now-expired Fourth Amended and Restated Lease and Sublease Agreement by and between the City of Roseville and Roseville Shoppingtown, LLC; and
2. Authorizing the City Attorney to approve minor changes to the Deeds and legal descriptions prior to recordation.

BACKGROUND

In an effort to incentivize development of the Galleria Mall in the late 1990's, the City entered into a Lease and Sublease Agreement (the "Lease") with Urban Roseville LLC (later assigned to Roseville Shoppingtown, LLC / Westfield) (collectively, the "Mall") to provide financing for a portion of the on-site public infrastructure necessary to serve the development. In summary, the Mall dedicated land containing the future ring road, some parking lots, and other improvements like sidewalks to the City in fee. The City then leased that land back to the Mall, who ultimately constructed the improvements. The Mall then subleased the land and those improvements back to the City in exchange for lease payments that covered the cost of the improvements through new sales taxes generated by the Mall.

The City accepted the original "City" parcels in 2002. In 2010, a merger/re-subdivision was approved and recorded to reflect changes to property boundaries and easements resulting from the mall expansion project. The Lease was amended multiple times over the duration of the agreement, most notably with the Fourth Amended and Restated Lease and Sublease Agreement, which memorialized the mall expansion and related City property purchase options, and shortened the term of the Lease, among other things. Per the Lease, when the sublease expired, all of the "City" property was to be sold back to the Mall, in fee, for one dollar.

Though the Lease expired in 2017, for logistical reasons the City and Westfield management

agreed at that time to hold off on re-conveying property ownership back to the Mall until a refinancing event occurred. Westfield recently approached the City requesting both parties move forward with the property sale/re-conveyance, using two quitclaim deeds to effectuate the transfer. Accordingly, Westfield and the City have agreed to transfer ownership of the property to Westfield via the Deeds, which will be recorded by Westfield upon the City's receipt of one dollar, per provisions of the Lease.

Since the Lease expired, no further obligations remain of either party and the Mall will operate the property entirely under private control.

The Deeds are substantially complete, with some minor fine-tuning of the legal descriptions and confirmation of the correct documentary transfer tax exemption left to be completed. Staff requests that the City Attorney be authorized to approve minor changes to the Deeds prior to execution and recordation.

FISCAL IMPACT

Re-conveyance of the property back to Westfield's control pursuant to the Lease will have no fiscal impact. Westfield will assume all costs associated with transfer taxes and recording fees.

ENVIRONMENTAL REVIEW

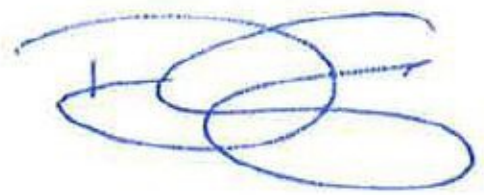
The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-142

Quitclaim Deed - Parcel 81

Quitclaim Deed - Parcel Remainder

RESOLUTION NO. 22-142

APPROVING QUITCLAIM DEEDS RE-CONVEYING PORTIONS OF THE GALLERIA MALL COMPLEX TO ROSEVILLE SHOPPINGTOWN, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in an effort to incentivize development of the Galleria Mall in the late 1990's, the City entered into a Lease and Sublease Agreement (the "Lease") with Urban Roseville LLC (later assigned to Roseville Shoppingtown, LLC / Westfield) (collectively, the "Mall") to provide financing for a portion of the on-site public infrastructure necessary to serve the development; and

WHEREAS, the Mall dedicated land containing the future ring road, some parking lots, and other improvements such as sidewalks to the City, in fee, who then leased the land back to the Mall who constructed the improvements; and

WHEREAS, the obligation to re-convey the property back to private ownership is outlined in a 1997 Lease and Sublease Agreement that provided financing for public infrastructure and incentivized development of the original Galleria Mall; and

WHEREAS, the Fourth Amended and Restated Lease and Sublease has expired and the City wishes to execute two Quitclaim Deeds consistent with the terms and provisions re-conveying the City-owned property within the Galleria Mall complex back to the Mall ownership.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City Manager is hereby authorized to execute the Quitclaim Deeds necessary to re-convey City-owned property within the Galleria Mall complex back to the Mall ownership, Roseville Shoppingtown, LLC; and

BE IT FURTHER RESOLVED that the City Attorney is authorized to approve minor changes to the Quitclaim Deeds and legal descriptions prior to recordation.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____

City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

Roseville Shoppingtown LLC
c/o Westfield, LLC
2049 Century Park East, 41st Floor
Los Angeles, California 90067
Attn: Real Estate Counsel

MAIL TAX STATEMENTS TO:
Roseville Shoppingtown LLC
c/o Property Tax Resources
1000 Aviara Parkway, Suite 100
Carlsbad, CA 92011

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

QUITCLAIM DEED

Assessor Parcel Number(s): 363-011-081-000

THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS AS FOLLOWS: $29,588.40; (County Transfer Tax is: $29,588.40; City Transfer Tax is: $0.00.)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF ROSEVILLE, a municipal corporation ("Grantor"), does hereby REMISE, RELEASE AND QUITCLAIM to ROSEVILLE SHOPPINGTOWN LLC, a Delaware limited liability company ("Grantee"), having an address at c/o Westfield, LLC, 2049 Century Park East, 41st Floor, Los Angeles, California 90067, Attn: Office of Legal Counsel, the following described real property in the City of Roseville, County of Placer, State of California described in Exhibit A attached hereto and incorporated herein by this reference, TO HAVE AND TO HOLD the Property, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever.

[Signature on Next Page]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Quitclaim Deed to be executed as of ____ day of _____, 2022.

CITY OF ROSEVILLE, a municipal corporation

By: _____

City Manager

ATTEST:

By: _____
City Clerk

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

STATE OF CALIFORNIA }
} ss.
COUNTY OF PLACER }

On _____, before me, _____, Notary Public,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Parcel 5, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5,1982 in Book 2497, Page 696 and that certain Deed recorded July 24,1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-081-000

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

Roseville Shoppingtown LLC
c/o Westfield, LLC
2049 Century Park East, 41st Floor
Los Angeles, California 90067
Attn: Real Estate Counsel

MAIL TAX STATEMENTS TO:
Roseville Shoppingtown LLC
c/o Property Tax Resources
1000 Aviara Parkway, Suite 100
Carlsbad, CA 92011

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

QUITCLAIM DEED

Assessor Parcel Number(s): 363-011-031, 034, 036, 064, 071, 077, 078 and portions of 363-011-022

THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX AS FOLLOWS: $0.00; (County Transfer Tax is: $0.00; City Transfer Tax is: $0.00.) THIS DEED IS NOT SUBJECT TO DOCUMENTARY TRANSFER TAX SINCE THE GRANTEE ALREADY OWNS THE PROPERTY, AND THE DEED SIMPLY FORMALIZES THE RECORDATION OF THIS LEGAL OWNERSHIP.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF ROSEVILLE, a municipal corporation ("Grantor"), does hereby REMISE, RELEASE AND QUITCLAIM to ROSEVILLE SHOPPINGTOWN LLC, a Delaware limited liability company ("Grantee"), having an address at c/o Westfield, LLC, 2049 Century Park East, 41st Floor, Los Angeles, California 90067, Attn: Office of Legal Counsel, the following described real property in the City of Roseville, County of Placer, State of California described in Exhibit A attached hereto and incorporated herein by this reference, TO HAVE AND TO HOLD the Property, the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns forever.

[Signature on Next Page]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Quitclaim Deed to be executed as of ____ day of _____ 2022.

CITY OF ROSEVILLE, a municipal corporation

By: _____

CITY MANAGER

ATTEST:

By: _____
City Clerk

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

STATE OF CALIFORNIA }
} ss.
COUNTY OF PLACER }

On _____, before me, _____, Notary Public,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Parcel 4, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5, 1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: Not Currently Assessed

Parcel 3, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain deed recorded May 5,1982 in Book 2497, Page 696 and that certain deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-064-000

Parcel F, as shown on that certain subdivision map entitled "FINAL MAP OF THE GALLERIA AT ROSEVILLE REGIONAL MALL", filed for record in Book W of Maps, Page 2, Placer County Records, situate within the City of Roseville, County of Placer, State of California.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5, 1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

Portion of APN: 363-011-022-000

Parcel 7, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5, 1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-071-000

Parcel 9, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5,1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: Not Currently Assessed

Parcel 11, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5,1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-077-000

Parcel O, as shown on that certain subdivision map entitled "FINAL MAP OF THE GALLERIA AT ROSEVILLE REGIONAL MALL", filed for record in Book W of Maps, Page 2, Placer County Records, situate within the City of Roseville, County of Placer, State of California.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5,1982 in Book 2497, Page 696 and that certain Deed recorded July 24,1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-031-000

Parcel 12, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5,1982 in Book 2497, Page 696 and that certain Deed recorded July 24,1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-078-000

Parcel 14, as shown and designated upon the map of "Galleria At Roseville Regional Mall Parcel Map" filed December 30, 2010, in Book 35 of Parcel Maps, Page 11, Placer County Records.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 51982 in Book 2497, Page 696 and that certain Deed recorded July 24,1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-034-000

Parcel T, as shown on that certain subdivision map entitled "FINAL MAP OF THE GALLERIA AT ROSEVILLE REGIONAL MALL", filed for record in Book W of Maps, Page 2, Placer County Records, situate within the City of Roseville, County of Placer, State of California.

EXCEPTING THEREFROM all oil, gas, minerals, hydrocarbon and kindred substances lying below a depth of 500 feet as reserved in that certain Deed recorded May 5, 1982 in Book 2497, Page 696 and that certain Deed recorded July 24, 1972 in Book 1432 at Page 305, Placer County Records.

APN: 363-011-036-000

COUNCIL COMMUNICATION

CC #: 2058
File #: 0721

Title: State Funded Transit Projects - Master Agreement
Contact: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve Master Agreement No. 64A0232-01 with the California Department of Transportation ("Caltrans") for State Funded Transit Projects, and adopt a resolution authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

In order to receive State funds for local agency projects, the State requires a Master Agreement be in place between the City and Caltrans. Caltrans has indicated that they require a separate Master Agreement for transit-related projects since transit projects are handled by their Division of Mass Transportation as opposed to other departments that handle items such as roadway projects.

This item is being brought forward because the previous Master Agreement, which was approved by the City Council in March of 2012, expired at the end of 2021. Currently, staff is working closely with the Caltrans Division of Rail/Mass Transit to fund the purchase of five electric buses and five chargers that will be part of the future South Placer Express project. The funding for these items will be paid for through a $6 million State of California Solutions for Congested Corridors Program. Beyond this immediate need, having this Master Agreement in place will allow Roseville to be reimbursed with state funds for future transit projects.

FISCAL IMPACT

Having this Master Agreement in place will allow Roseville to be reimbursed with state funds for future transit projects. This agreement will have no impact to the City's General Fund.

ENVIRONMENTAL REVIEW

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

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a Master Agreement for State Funded Transit Projects meets the above criteria and is not subject to CEQA. No additional environmental review is required.

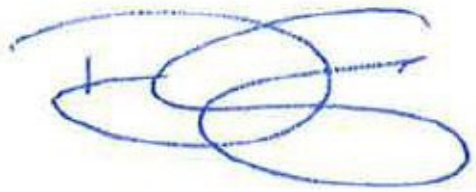
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal D - Enhance economic vitality

Respectfully Submitted,

Ed Scofield, Transportation Analyst

Jason Shykowski, Public Works Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-146

Master Agreement

RESOLUTION NO. 22-146

APPROVING A MASTER AGREEMENT, BY AND BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ROSEVILLE, AND AUTHORIZING CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, in order to receive California funds for local agency projects, the State requires a Master Agreement to be in place between the City and the California Department of Transportation ("Caltrans"); and

WHEREAS, Caltrans has indicated that they require a separate Master Agreement for transit related projects since transit projects are handled by their Division of Mass Transportation as opposed to other departments that handle items such as roadway projects.

WHEREAS, City staff is working with the Caltrans Division of Rail/Mass Transit to fund the purchase of five electric buses and five chargers that will be part of the future South Placer Express project; and

WHEREAS, having this Master Agreement in place will allow Roseville to be reimbursed with State funds for future transit projects; and

WHEREAS, Master Agreement No. 64A0232-01 for State Funded Transit Projects, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the City Manager or his designee is hereby authorized to execute Master Agreement No. 64A0232-01 for State Funded Transit Projects.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

Master Agreement
State Funded Transit Projects

California Department of Transportation

DIVISION OF RAIL AND MASS TRANSPORTATION
1120 N STREET, ROOM 3300
P. O. BOX 942874, MS-39
SACRAMENTO, CA 94274-0001
PHONE (916) 654-8012

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION

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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION

MASTER AGREEMENT
STATE FUNDED TRANSIT PROJECTS

Effective Date of this Agreement: **May 01, 2022 or upon final signature, whichever is later**

Termination Date of this Agreement: **April 30, 2032**

Recipient: **City of Roseville**

APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT ADOPTING THE TERMS OF THIS AGREEMENT

- **General Fund**
- **State Highway Account**
- **Public Transportation Account**
- **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
- **Traffic Congestion Relief Fund (TCR), GC 14556.40**
- **Proposition 1A, the Safe, Reliable High-Speed Passenger Train Bond Act**
- **Road Repair and Accountability Act of 2017, Senate Bill 1**
- **Other State Funding Sources (Existing and Future), except the Transit and Intercity Rail Program (TIRCP)**

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

ARTICLE I - PROJECT ADMINISTRATION

Section 1. Program Supplement

A. *General*

(1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred to as "PROGRAM SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.

(2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

(3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.

(4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.

(5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.

a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.

(6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.

(7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:

a. **RECIPIENT** provides the necessary additional funding, or
b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by **STATE** in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.

(8) State programmed fund amounts may be increased to cover PROJECT cost increases only if:

a. Such funds are available;
b. **STATE** concurs with that proposed increase; and
c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that PROGRAM SUPPLEMENT.

(9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced PROJECT costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the PROGRAM SUPPLEMENT containing the **STATE** approved encumbrance documents and that any increases in PROJECT costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.

(10) For each approved PROGRAM SUPPLEMENT, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the PROGRAM SUPPLEMENT, or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the PROJECT in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a PROGRAM SUPPLEMENT.

(11) Upon the stated expiration date of this AGREEMENT, any PROGRAM SUPPLEMENTS executed under this AGREEMENT for a PROJECT with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this AGREEMENT only to conform to the specific PROJECT termination or completion date contemplated by the applicable PROGRAM SUPPLEMENT to allow that uncompleted PROJECT to be administered under the extended terms and conditions of this AGREEMENT.

(12) Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

(1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a PROJECT, that the PROJECT budget may be exceeded, **RECIPIENT** shall take the following steps:

a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and

b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and

c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

C. *Scope of Work*

(1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

(2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

D. *Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

Section 2. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Vouchers*

(1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District

Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.

(2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the PROJECT Financial Plan. However, accelerated reimbursement of PROJECT funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.

(3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE)**.

(4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

B. *Advance Payments (TCR Projects Only)*

(1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.

(2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.

(3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No

TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after PROJECT completion or termination of the PROGRAM SUPPLEMENT, whichever is first in time.

(4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable PROJECT costs incurred.

(5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable PROJECT costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this AGREEMENT and not incurred beyond the AGREEMENT/PROGRAM SUPPLEMENT Termination Date.

(6) Where advance payments are authorized in a PROGRAM SUPPLEMENT, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible PROJECT costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE**'s District Project Administrator.

C. *Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE**'s Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this AGREEMENT, and the applicable PROGRAM SUPPLEMENT. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until PROJECT completion and **STATE** has evaluated **RECIPIENT**'s performance and made a determination that all requirements assumed under this AGREEMENT and the relevant PROGRAM SUPPLEMENT have been satisfactorily fulfilled by **RECIPIENT**.

D. *Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a PROGRAM SUPPLEMENT wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible PROJECT expenditures for reimbursement.

E. *Travel Reimbursement*

Payments to **RECIPIENT** for PROJECT related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

F. *Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to RECIPIENT for payment after that one hundred and eightieth (180^{th}) day following the PROJECT Termination Date.

ARTICLE II – GENERAL PROVISIONS

Section 1. Funding

A. *Local Match Funds*

Subparagraphs "(1) and (2)" within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

(1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.

(2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater.

RECIPIENT shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

B. *Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable PROJECT costs pursuant to this AGREEMENT is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all PROJECT documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the PROGRAM SUPPLEMENT will be amended to reflect the resultant necessary changes in PROJECT funding, scope, or scheduling.

C. *Funds Movement*

RECIPIENT shall not make any proposed changes in any of the four PROJECT expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction), including major equipment acquisitions without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

Section 2. Audits and Reports

A. *Cost Principles*

(1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this agreement shall comply with 2 CFR 200.

(3) Any PROJECT costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by **RECIPIENT** to **STATE**. Should **RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as

may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

B. *Record Retention*

(1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with PROJECT performance under this AGREEMENT and each PROGRAM SUPPLEMENT shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a PROGRAM SUPPLEMENT and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this AGREEMENT, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to **RECIPIENT** under any PROGRAM SUPPLEMENT. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

(3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other

pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. *Quarterly Review*

(1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each PROJECT. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:

a. Whether the PROJECT is proceeding on schedule and within budget;
b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a PROGRAM SUPPLEMENT;
c. Major construction accomplishments during the quarter;
d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
e. The status of the PROJECT budget; and
f. The status of critical elements of PROJECT.

(2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

Section 3. Special Requirements

A. *California Transportation Commission (CTC) Resolutions*

(1) **RECIPIENT** shall adhere to applicable CTC policies, as may be adopted or amended from time to time, governing eligibility, project management, use of funds including, but not limited to the "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. All CTC resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all state funded projects including, but not limited to Prop 116, STIP, TCR funds, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

(2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall

accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or **STATE**. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.

(3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

(4) **RECIPIENT** acknowledges when the PROGRAM SUPPLEMENT is executed the **RECIPIENT** is to comply with all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to state funded programs (or projects) including, but not limited to, Prop 116, STIP, TCR, Proposition 1A, and the Road Repair and Accountability Act of 2017.

B. ***RECIPIENT*** *Resolution*

(1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.

(2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

C. *Termination*

(1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.

(2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

(3) Following a fund encumbrance made pursuant to a PROGRAM SUPPLEMENT, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse PROJECT work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.

(4) In the event **STATE** terminates a PROGRAM SUPPLEMENT for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable PROJECT costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

D. *Third Party Contracting*

(1) **RECIPIENT** shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

(2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

(3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.

(4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

(1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.

(2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.

(3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with

standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.

(4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from **STATE** if **RECIPIENT,** or a sub-recipient, as applicable, (i) ceases to utilize PROJECT for the original intended public transportation purposes or (ii) sells or transfers title to or control over PROJECT. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the PROJECT, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the PROJECT assets or the intended use of those sale or transfer receipts.

(b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of PROJECT by **STATE** or a designated representative or agent of **STATE**.

(c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of PROJECT property acquired or constructed as provided in (d) and (e) below.

(d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by **STATE**, of the PROJECT property acquired or improved under this AGREEMENT.

(e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

(1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this AGREEMENT, any real property portions of a PROJECT site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s

contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the PROJECT.

(2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable**,** has (a) ceased to utilize the PROJECT for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over PROJECT to another party (absent **STATE** approval for the continued transit operation of the PROJECT by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this AGREEMENT to continue operation of PROJECT and/or PROJECT facilities for those described public transportation purposes, but may then use PROJECT and/or any of its facilities for any lawful purpose.

(3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of PROJECT, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

(4) Special conditions apply to any proposed sale or transfer or change of use as respects PROJECT property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

G. *Disputes*

STATE and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE's** District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting

data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

H. *Hold Harmless and Indemnification*

(1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean-up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.

(2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

I. *Labor Code Compliance*

RECIPIENT shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

J. *Non-Discrimination*

(1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations,

Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

(2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

(3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. RECIPIENT will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

(1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans

Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.

(2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE III – SPECIAL PROVISIONS

Section 1. Bond Provisions (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

A. *General Bond Provisions*

(1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).

(2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which PROJECT was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in PROJECT.

(3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the PROGRAM SUPPLEMENT, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.

(4) **RECIPIENT** shall not loan any portion of bond proceeds funding PROJECT to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.

(5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other

AGREEMENT funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.

(6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of PROJECT (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such PROJECT property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).

(7) Where **RECIPIENT**'s PROJECT includes a commuter rail PROJECT within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.

(8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

(9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.

(10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.

(11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if PROJECT funds are to be allocated to any NUP except "incidental use" property described below. If

property, the costs of which have previously been allocated to PROJECT funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with PROJECT and its described purpose.

(12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of PROJECT (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of PROJECT and not comprise, in the aggregate, more than 2-1/2% of the total costs of PROJECT.

Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

Section 3. PROJECT MANAGEMENT

(1) **STATE's** PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Rail and Mass Transportation. **RECIPIENT**'s General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.

(2) PROGRAM SUPPLEMENT administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL AND MASS TRANSPORTATION

BY: _____
KYLE GRADINGER, Chief
Division of Rail and Mass Transportation

RECIPIENT NAME:
CITY OF ROSEVILLE

BY: _____
DOMINICK CASEY, City Manager
City of Roseville

APPROVED AS TO FORM AND PROCEDURE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY: _____
Attorney, California Department of Transportation

ATTACHMENT I

CTC RESOLUTION G-91-2
Passed by the CTC on February 21, 1991

CALIFORNIA TRANSPORTATION COMMISSION
RESOLUTION G-9l-2
Commission Policy Resolution for Hazardous Waste Identification and Cleanup for Rail Right-of-Way

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

-2-

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

ATTACHMENT II

(INSERT AGENCY BOARD RESOLUTION)

COUNCIL COMMUNICATION

CC #: 2057
File #: 0800-03

Title:	Roseville Advanced Homes Program - Professional Services Agreement
Contact:	Susan Hernandez 916-774-5623 shernandez2@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a three-year professional services agreement with TRC Solutions, Inc (TRC) on behalf of the City of Roseville. Staff also recommends City Council authorize the City Manager, or his designee, to execute three (3) one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing is not in the City's best interest.

BACKGROUND

Roseville Advanced Home Program (RAHP) provides incentives to home builders with qualifying single family residential new construction projects. These homes must exceed California building standards to qualify. The program requires a detailed evaluation of building plans to determine the level of qualification for each residential unit developed. The existing program was designed specifically to coincide with the programs offered by other regional utilities, including both the Sacramento Municipal Utility District (SMUD) and Pacific Gas and Electric Company (PG&E), in effort to provide consistency and encourage participation from developers with projects in the two other electric service territories.

As part of the RAHP, home builders are also offered incentives to develop "all-electric" homes and villages. This is a critical component to our electrification effort and allows us to support building electrification pre-construction when the measures are more cost effective, and helps the electric utility to meet regulatory requirements. It also helps Roseville Electric Utility to better understand and prepare for customer adoption of electric appliances and other electric technology in residences.

Roseville Electric Utility solicited proposals through RFP 07-075 in March 2022. One proposal was received. The proposal was evaluated based on qualifications, experience, project understanding, and proposed cost. Roseville Electric Utility selected TRC Solutions, Inc. to continue to work to design, develop, and market new construction energy efficiency programs that exceed Title 24 standards. TRC Solutions, Inc. developed a common framework, a rebate

calculator and the reporting structure for both SMUD and PG&E's residential new construction programs. In order to provide continuity across energy efficiency programs offered by the Sacramento region's electric utilities and increase overall program participation, staff recommends executing a professional service agreement with TRC Solutions, Inc.

FISCAL IMPACT

The total cost of services will not exceed $1,057,851 over a three-year period. Funding for the agreement is included in the proposed Electric Fund FY2022-23 budget. Future annual funding requirements are approximately $365,000 for each of the potential one (1) year renewals, contingent on City Council's approval of the associated budgets each year.

ENVIRONMENTAL REVIEW

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

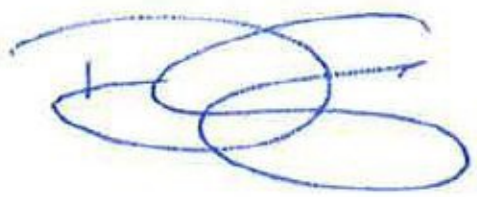
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Susan Hernandez, Energy Services Account Representative

Dan Beans, Electric Utility Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-145

PSA for Roseville Advanced Homes Program

RESOLUTION NO. 22-145

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TRC SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for the Roseville Advanced Homes Program, by and between the City of Roseville and TRC Solutions, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute three (3) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing is not in the City's best interest

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PROFESSIONAL SERVICES AGREEMENT

Roseville Advanced Homes Program

THIS AGREEMENT is made and entered into this ___ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and TRC Solutions, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services to develop and manage the City of Roseville's residential building electrification program focused on residential new construction projects; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP #07-075 dated March 9, 2022, 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 million, fifty-seven thousand, eight hundred fifty-one dollars ($1,057,851).

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, 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 their obligations or exercise of their rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate Personal Injury: $1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
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, 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, except for Workers Compensation. Furthermore, the requirements for coverage and limits shall be the coverage and limits specified in this Agreement.

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 certificate of insurance 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, employees and volunteers for all worked performed by CONSULTANT, its employees, agents and subcontractors.

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

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of

this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of Importance. Time is of importance in this Agreement.

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

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

applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

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

8. 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, inclusive of its officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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; however, this ownership shall not include any ownership interest or rights in CONSULTANT'S preexisting Material. 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 non-preexisting 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	CONSULTANT
Susan Hernandez, Energy Services Acct. Rep 2090 Hilltop Circle Roseville, CA 95747	Nic Dunfee, Associate Director 1068 White Rock Road Rancho Cordova, CA 95670

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.

22. Limitation of Liability. CONSULTANT'S total aggregate liability to CITY is limited to the total amount of compensation for services received by CONSULTANT, or available insurance limits, whichever is greater.

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

CITY OF ROSEVILLE, a municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

TRC SOLUTIONS, INC., a California corporation

BY: Michelle Rubino (Michelle Rubino)
its: SVP, Controller

and

BY: Catherine M. Bragg (Catherine M. Bragg)
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DANIEL BEANS
Electric Utility Director

EXHIBIT "A"

E. Project Plan

Our team will conduct the full scope of services as required by REU, including project management, design assistance and policy updates, marketing and recruitment, and project review and processing. Above-code building rates and savings have dropped significantly in recent code cycles to the point of no longer being cost-effective for the program.

We have recently worked with REU to evolve the RAHP into a decarbonization-based electrification program. Our proven approach will help REU achieve local and statewide decarbonization targets and allow occupants to track and manage energy consumption and prepare homes to participate in future load control/demand management programs. **We also bring our previously developed and successful savings methodology that allows REU to claim efficiency savings from avoided gas use of all-electric homes.**

E.1 Project Management & Reporting

TRC has already worked with REU's program team to develop a reporting process that works with your staff. We will continue to use this reporting foundation and work with the REU team to incorporate future changes to the reporting process to provide clear and transparent program metrics. We will continue to conduct program reporting, invoicing, status meetings, and ongoing data requests for the RAHP and provide the appropriate information to relevant stakeholders. We report on enrollment and completion progress compared to annual goals in our monthly invoices and bi-weekly meetings.

In collaboration with REU, we will align on program schedules and progress to complete required tasks within the desired timeline. We provide REU with two task deliverables:

1. **Kick-Off Meeting.** After contract award, we will host a kick-off meeting to review the contract budget, goals, deliverables, and the marketing and outreach approach.
2. **Bi-Weekly Check-Ins.** TRC will host bi-weekly check-ins with REU to review the pipeline, program improvements, marketing and outreach status, and goals and budget.

Pipeline Status Reports

TRC will continue reporting enrollment, completions, and kWh savings to date for participating projects. Pipeline reports provide data needed to develop and implement responsive targeted marketing strategies that address measure-specific, business type-related, and geographic participation patterns; anticipate incentive funding volume on a weekly basis to properly manage the incentive account funding process; spot trends and patterns in monthly participation data for the overall program and by measure type; and develop and implement responsive plans as needed. We also actively track and provide REU with project status updates for projects that are expected to complete after the contract period to coordinate incentive processing and reporting per project appropriately.

Monthly Invoice and Budget Reports

TRC will continue to provide monthly invoices and report budgets along with a summary of activities across all program phases.

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E.2 Design Assistance & Policy Updates

As California builders make the transition to all-electric construction practices, TRC will provide the expert guidance necessary to make the transition as easy as possible while providing incentives to do so.

Design Assistance

With REU's approval, we will provide one-on-one technical guidance to prove to builders that building all-electric homes are viable and feasible. Through design assistance and technical support, TRC will educate builder project teams on cost-effective all-electric building that provide builders with market differentiation strategies for their product. Tailored program campaign materials will equip builder sales teams with the tools to sell the benefits of all-electric to homebuyers—such as increased comfort and safety, lower home operating costs, and contributions to overall carbon reduction.

We provide builders with design assistance as needed. To maximize energy savings, TRC works with REU's key local builders and/or CEAs, providing one-on-one targeted design assistance. This support will be a conversation (or multiple conversations) with the project team to identify and prioritize opportunities for cost-effective strategies that provide peak demand reduction and deeper energy savings.

Policy Updates

TRC will update the new construction and alteration residential electrification programs for REU customers for the 2022 code cycle. We outline examples of policy best practices that TRC will document in the following:

- Approved modeling for new technologies
- Benefits of program prerequisites (e.g., smart thermostats and power strips)
- Benefits of measures such as:
  - Whole house fans
  - Balanced indoor air quality designs
  - Prewiring for battery storage and/or multiple EVs

E.3 Marketing & Recruitment

TRC's dedicated full-service marketing team has well over a decade of experience deploying results-driven strategies to achieve our utility clients' energy efficiency goals. In addition to REU, our team supports major clients across the United States, such as the California IOUs, SMUD, Energy Trust, and many more. We rely on analytics, market research, sector-specific expertise to build breakthrough campaigns to connect with customers and drive program participation. Our team also regularly shares best practices. To facilitate sharing, our national team formed CAMP (Collaborate, Accelerate, Motivate, Participate). The group meets quarterly to share successes, innovations, and lessons learned.

As shown in Figure 3, we offer a full range of program advertising and marketing capabilities.

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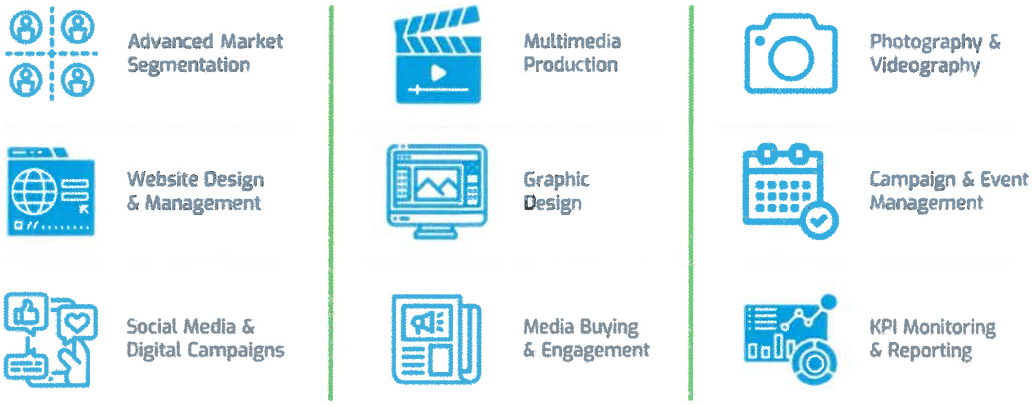
Figure 3: TRC's Marketing Capabilities



Our marketing team has successfully executed marketing tactics that increase energy savings for our clients. We have experience creating everything from fact sheets to video podcasts, application forms to microsites, and outdoor signage to radio advertisements. Additionally, we have an existing relationship with REU's marketing staff and we will continue to work closely with them to ensure all program content is accurate and marketing material meets REU's guidelines.

E.3.1 Project Marketing

New Construction

The new construction market presents an opportunity to use new home sales to promote electrification. TRC has established relationships with existing builders participating in the mixed-fuel RAHP and continue to maintain these relationships to motivate builders to participate in the all-electric RAHP by communicating the benefits of all-electric homes for builders and homeowners. TRC will provide all-electric materials for participating builders (e.g., collateral, webinars) to arm new homes builder sales staff with the tools they need to educate potential buyers on the benefits and resiliency of all-electric homes. We look forward to continuing this transition for REU and to grow the success of the all-electric RAHP.

> **OUR EXPERIENCES WITH TRC HAVE BEEN OUTSTANDING.** Communication, information, and follow through by TRC have been very professional and helpful. Not only has TRC helped us with our SMUD Smart Homes paperwork and rebates, the personnel there have helped us with marketing our homes. Working with TRC has been very beneficial, and I recommend working with them on all new projects.
>
> **JOHN SLAUGHTER**
> **VP, NEXT GENERATION CAPITAL**

The following bullets summarize our communication goals by target audience:

- **Builders.** Educate about cost savings associated with building all-electric homes and turn sales teams into electrification advocates, including one-on-one meetings to support the relationship and education goals.
- **CEAs and Raters.** Educate about program offerings and the cost savings associated with all-electric construction, leverage relationships with builder-clients to encourage program participation, and support builder application process on behalf of builders/developers.
- **Design Teams.** Educate and engage architects and engineers about the program and all-electric best practices, so they include all-electric designs in initial building plans.

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We can adapt program messaging for multifamily projects as needed to emphasize long-term operational cost reductions and the positive building health impacts specific to multifamily developments. Our team has over 10 years of experience working with multifamily developers in Northern California, including consulting with them on all-electric designs. We will handle any multifamily projects on a base-by-case basis.

Alterations

The target audience for electrification alterations projects includes alteration contractors, individual homeowners, and multifamily property owners. Recruitment will primarily target HVAC and plumbing contractors providing equipment replacements and multifamily property managers seeking building improvements. Messaging will focus on the specific benefits of converting to electric end uses such as better indoor air-quality, improved cooking control with induction stoves, reduced operational expenses, and climate change mitigation support.

The following bullets summarize our communication goals by target audience:

- **Alteration Contractors.** Educate about program opportunities and turn contractors into program advocates, encouraging them to drive customers to install all-electric equipment in place of natural gas combusting equipment.
- **Property Managers & Owners.** Educate about electrification alteration opportunities and coordinate with managers/owners to educate residents on how to operate their electric equipment and the benefits of all-electric technologies.
- **Residents.** Educate residents about the benefits and increased safety of electric equipment and encourage participation in the program.

We know that the best conduit to alterations projects is through the contractors installing the equipment. We will use our existing contractor relationships and networks already established in the Sacramento Valley to educate contractors in recommending fuel-switching alterations to their customers, including the availability of RAHP alteration incentives.

Figure 4: All-Electric RAHP Flyer

Collateral

TRC will update existing marketing materials to ensure that the benefits of all-electric design and the RAHP (RNC and alterations) are clearly communicated, including the program website, one-page flyer, and advertisement for placement in industry publications for the North State Building Industry Association (BIA) events and communication channels. TRC will work with REU's marketing team to finalize and distribute collateral through agreed upon marketing channels. Figure 4 shows the program flyer that TRC developed for the current all-electric RAHP.

Quarterly Newsletter

To continue communicating program policies and highlighting participating developments, we will produce and distribute brief quarterly newsletters for distribution to the database of

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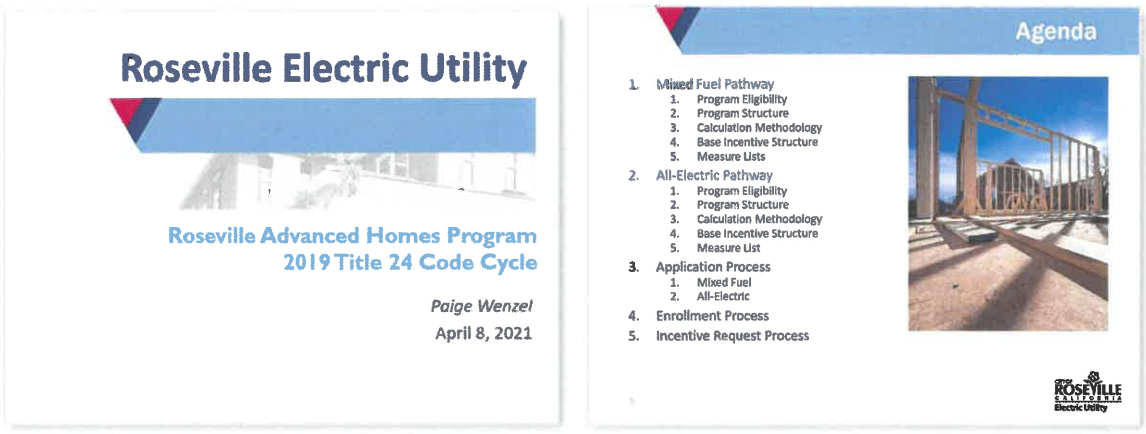
builders, developers, Raters, CEAs, architects, contractors, HOAs, CBOs, and other professionals active in REU's service territory. This newsletter includes project case studies, testimonials, announcements of relevant upcoming industry events, program achievements, technical tips, and updates on key program polices (i.e., steps for demonstrating compliance with program prerequisites).

Webinars

To promote the RAHP and highlight the participation process, TRC will develop up to five webinars covering topics such as program process, program prerequisites, design best practices, solar, EV, battery storage for all-electric new construction and alterations, and other green programs available through REU. TRC will record all webinars and host recordings on a YouTube page for future viewing. We will also provide an attendance report and link to the recording to REU following each webinar. Figure 5 shows a snapshot of TRC's program launch webinar for the 2019 code cycle RAHP.

Figure 5: Sample RAHP Webinar



Marketing Events

TRC will monitor building industry event calendars to prioritize and recommend events to attend to REU. These events are crucial opportunities for TRC to recruit builders, alterations contractors, CEAs, and other homebuilding professionals into the RAHP. TRC will focus outreach events hosted by the BIA, American Institute of Architects Central Valley Chapter, HERS Providers (CHEERS and CalCERTS), and the California Association of Building Energy Consultants (CABEC). TRC will also continue to reference the Sacramento Business Journal for information on RNC in the REU service territory.

E.3.2 Stakeholder Outreach

Our highly qualified marketing and outreach team will continue to develop and support engagement strategies and tactics to mitigate participation barriers and clearly communicate the value of all-electric equipment using simple, easy-to-understand messaging.

TRC currently has seven participating builders in the RAHP. We continue to conduct one-on-one meetings with potential builders and educate them on the all-electric program and inform them how to influence customers in the REU territory to strive toward statewide decarbonization and electrification goals.

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In collaboration with REU's marketing team, TRC proposes three outreach strategies to assist in educating builders, CEAs, contractors, property managers, and homeowners about the RAHP and the benefits of all-electric design.

1. TRC will maintain communication with builders working in REU territory who have expressed interest in the all-electric program, inform builders participating in the mixed-fuel RAHP of the new all-electric offerings, and encourage builders who have not participated in RAHP but are building in Roseville to participate in the program. TRC will highlight the benefits of participating in the RAHP, including the cash incentives, design assistance, and sales support and training.
2. TRC will continue working with CEAs, designers, and Raters (DuctTesters, Energy Inspectors, Valley Duct Testing, Villara, Harris, and Sloan) actively working in REU's territory to encourage them to market the program to their clients and identify potentially eligible RNC projects, focusing on all-electric options. TRC will also conduct outreach to alterations contractors to educate them on alterations program opportunities.
3. TRC will continue ongoing communications with prospective participants through the development and recommendation of program advertisement placement, the distribution of a quarterly newsletters, recording of webinars, attendance/sponsorship at select industry events, and working with REU to identify projects in early planning stages. To accomplish this, TRC will leverage the Roseville's planning and permitting department list of existing and planned projects from REU.

E.4 Project Review & Processing

E.4.1 Application Processing

TRC will review and verify that all information associated with the application package is complete. Table 3 shows the required documents that we collect for each project type.

Table 3: Required Application Information by Project Type

New Construction	Alterations
• Program application • Specification sheets for proposed equipment • Lot lists, site maps, plan sets • Title 24 software input files • Access to HERS Registry	• Program application • Specification sheets • Photos of existing and replacement equipment • Invoices for equipment with installation costs

TRC will also work with the builder or property owner and their project team to ensure that they understand and are prepared to meet all program prerequisites.

E.4.2 Technical Plan Review

TRC will complete a thorough technical review of each project. Each project category (new construction and alterations) requires specific review protocols, and our team will review the application in alignment with each project's requirements.

For new construction projects, we will review the Title 24 models in comparison to the building plans and product specification sheets for proposed equipment to confirm accurate modeling. Our review includes verification of program requirements and incentive reservations. We will communicate with the CEA

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performing the energy modeling and the builder and/or developer for modeling corrections or additional specification documentation as needed.

For alterations, TRC will collect the necessary documentation (Table 3) to confirm the existing equipment and newly installed equipment.

E.4.3 Project Enrollment

Once TRC completes plan reviews, TRC will officially enroll projects in the RAHP and reserve incentives. For each RNC project, TRC will generate an enrollment approval letter that includes anticipated energy savings and incentives. Once the project is enrolled, we will deliver enrollment packages to the builder and project team. This enrollment package includes the signed application, approval letter, plan set files, and instructions and forms for project completion.

TRC will maintain contact with each project team during project construction. We will coordinate with the builder or homeowner to track construction schedule and potential changes to update program reporting to the REU and forecasting purposes.

Rater Coordination. For each project, TRC will upload program-approved Title 24 CF-1R reports into the HERS Registry (CHEERS or CalCERTS). TRC will coordinate with the project's Rater to ensure that the HERS Registry entry is organized and maintained to use it as a verification tool on program completion.

E.4.4 Completion Verification

As the project progresses, TRC will collect any changes to the project scope, including added or adjusted plans that alter energy efficiency features significantly, lot quantity, or address. If necessary, TRC will complete a plan review on updated project plans and provide updated approval letters, enrollment forms, and HERS Registry adjustments. Raters will also confirm non-HERS energy measures installed as per T24 software files, including building envelope thermal properties and DHW equipment efficiencies.

After project construction is complete and the builder submits an incentive request form (IRF), TRC will review that the submitted information, including the CF3R (certificate of verification, third in the series and the last verification to confirm construction is complete) is uploaded to the HERS Registry. TRC will communicate with the project team regarding incentive status and advise if additional information is required. Along with the monthly invoice submittal, we will also submit the IRF with energy savings claims and HERS Registry summary to REU informing them of projects that are ready for incentive payment. Once the project is verified and approved, we will inform REU that the project is approved for incentive payment. We will coordinate with REU to ensure that payment data is tracked and recorded for data analysis and reporting for archiving with both TRC and REU's reporting system.

Project Closure. New construction projects are given 36 months from enrollment to completion. We will communicate this timeline at various points throughout project installation and confirm the project team is aware of the timeline before incentives expire. If a project expires, TRC will close the project by providing a project expiration letter to all project stakeholders.

Alterations

For alterations, the application is submitted after equipment is installed. This allows flexibility for measure replacement and installation of electrification measures on equipment failure instead of waiting for project approval. We will collect the required documentation to confirm existing and installed equipment.

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We will verify that installed equipment meets specifications in alignment with program requirements and available approved work papers. Once savings are confirmed and approved, we will inform REU that the project is approved for incentive payment.

E.4.5 Quality Assurance & Quality Control

At TRC, quality management extends beyond the traditional meaning of checking project details, plans, and documentation. TRC is committed to program oversight, QA/QC, improvement, and planning. Our QA/QC checks are interwoven from start to finish through all processes and proactively prevent errors and quickly identify, correct, and eliminate future risk of issues. **TRC has demonstrated success administering a quality control plan that delivers professional, responsive, and high-quality program execution, data, and results in any reporting format requested.**

We will leverage our existing QA/QC procedures that include **1)** energy model file reviews and HERS Registry completion to confirm applications are processed per established procedures and required documentation and **2)** field inspections to verify installed equipment. These procedures confirm that enrolled projects meet all program requirements (e.g., energy savings claims) and that fossil fuels are not in use at the site.

Ensuring Accuracy

Providing accurate reviews for new construction and alteration projects in the RAHP is fundamental to meeting REU's decarbonization objectives. TRC will accomplish this by using qualified and experienced team members to support RAHP application and plan reviews.

File reviews include as-built adjustments when installed equipment does not match the energy efficiency features indicated at enrollment. TRC will also work with builders to make improvements in their designs if a project no longer meets program requirements.

We will take extra precautions when reviewing projects that raise a red flag (e.g., extraordinary energy features, suspicious changes to energy models). TRC will promptly resolve any discrepancies between the submitted documentation and post-installation inspection which may include incentive and energy savings adjustments. QA/QC procedures are designed to confirm that program requirements are met.

Post-Installation Inspections. As part of our QC process, TRC will perform field verification of 10% of all projects completing each contract year. Our onsite inspections complement and leverage the HERS verification process for code compliance. In addition to code compliance, the program will require that Raters sign an affidavit (available in HERS Registry, CalCERTS, and CHEERS/CalEnergy) to verify that builders meet or exceed the features modeled for Title 24 compliance.

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E.5 Project Staff

REU knows and trusts our team. Our established, California-based resources have served REU and your local builders, including the Program Manager Mayra Vega and Marketing & Outreach Support Paige Wenzel.

We also offer REU innovative thought leaders in the electrification space—with demonstrated expertise in designing and delivering electrification projects. TRC's program oversight, **Nic Dunfee**, has launched multiple electrification programs, including the statewide California Energy-Smart Homes Program, SMUD Smart Homes Program, and SCP and PG&E's AER Program.

We highlight the structure of your proven team in the organizational chart in Figure 1 and brief biographies in Section C which describe staff assigned to each program task.

Local Electrification Experts

We also have two electrification advisors located in Oakland: Abhijeet Pande and Farhad Farahmand. Farhad was directly involved with the REU RAHP throughout program design, and Abhijeet supported the SMUD Smart Homes program with initial design and launch. They can easily be available to facilitate in-person or virtual discussions to support the evolving program.

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EXHIBIT “B”

F.Cost Proposal

The total budget for this agreement may change depending on the number of lots and plans that enroll and complete construction. TRC will monitor the project volume and inform REU if there are budget concerns (e.g., enough funds to cover enrollment and completion fees). We will provide appropriate status reports as we outline in Section E.1. The budget does not include multifamily enrollments or completions but can be provided at an additional cost and on a case-by-case basis.

TRC proposes to continue supporting REU through the tasks outlined in Section E *Project Plan*. We provide budget and deliverables by task below.

1. **Project Management & Reporting**
   A. Budget: $151,783
   B. Deliverables: kickoff meeting, activity invoices, bi-weekly meetings to discuss program progress, and additional data requests
2. **Design Assistance & Policy Updates**
   A. Budget: $293,672
   B. Deliverables: summary of design assistance activities and program policy decisions documented in invoice reports
3. **Marketing & Recruitment**
   A. Budget: $292,096
   B. Deliverables: copy of updated program collateral, newsletters, webinars/recordings/attendance reports, and other marketing activities
4. **Project Review & Processing**
   A. Budget: $320,300
   B. Deliverables: application package (details are outlined in Section E.4) and completion files

Three-Year Budget. TRC proposes the following budget to perform RAHP implementation support detailed in this proposal. We also provide a fixed fee schedule and hourly rates in the tables below.

Table 4: RAHP Total Budget

Task	Description	Year 1	Year 2	Year 3	Total
1	Project Management & Reporting	$ 50,594	$ 50,594	$ 50,594	$ 151,783
2	Design Assistance & Policy Updates	$ 117,469	$ 102,785	$ 73,418	$ 293,672
3	Marketing & Recruitment	$ 116,838	$ 102,234	$ 73,024	$ 292,096
4	Project Review & Processing	$ 80,950	$ 111,300	$ 128,050	$ 320,300
Totals		**$ 365,852**	**$ 366,913**	**$ 325,086**	**$ 1,057,851**

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Table 5: Fixed Fee Schedule

Performance Task		Year 1		Year 2		Year 3		Totals	
	Fee	Units	Performance Payments	Units	Performance Payments	Units	Performance Payments	Units	Performance Payments
All-Electric New Construction Enrollments / Lot	$ 98	400	$ 39,200	550	$ 53,900	650	$ 63,700	1,600	$ 156,800
All-Electric New Construction Completions / Lot	$ 70	225	$ 15,750	300	$ 21,000	325	$ 22,750	850	$ 59,500
All-Electric Alterations / Equipment Installed	$520	50	$ 26,000	70	$ 36,400	80	$ 41,600	200	$ 104,000
Total		**675**	**$ 80,950**	**920**	**$ 111,300**	**1,055**	**$ 128,050**	**2,650**	**$ 320,300**

Table 6: Hourly Rates

Job Title	Hourly Rate
Vice President	$ 299
Director	$ 285
Senior Program Manager	$ 238
Program Manager	$ 217
Associate Program Manager	$ 200
Senior Project Manager	$ 185
Project Manager II	$ 176
Project Manager I	$ 165
Associate Project Manager II	$ 145
Associate Project Manager I	$ 138
Project Associate II	$ 122
Project Associate I	$ 106
Project Assistant II	$ 93
Project Assistant I	$ 85
Intern	$ 75

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COUNCIL COMMUNICATION

CC #: 2049
File #: 0704-01 & 0201-01

Title:	Sierra Vista Neighborhood Park Sites JM-51 and JM-52 – Budget Adjustment
Contact:	Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt an ordinance to approve a budget adjustment allocating $150,270.93 from the Sierra Vista Neighborhood Park Fund (3319) for reimbursement of frontage improvements at Park Site JM-51 and $118,054.55 from the Sierra Vista Neighborhood Park Fund (3319) for reimbursement of frontage improvements at Park Site JM-52.

BACKGROUND

According to the Development Agreement, the construction costs for certain park frontage improvements are entitled to reimbursements from the Neighborhood Park Fund. JMC Homes has completed frontage improvements and seeks reimbursement in the amounts of $150,270.93 for Park Site JM-51 and $118,054.55 for Park Site JM-52. After reviewing the requested amounts with actual work performed, staff recommends approval of the budget adjustment.

FISCAL IMPACT

The budget adjustment establishes appropriations for reimbursements from the Sierra Vista Neighborhood Park Fund (3319). There will be no General Fund impact from this request.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The budget adjustment for Park Sites JM-51 and JM-52 meets the above criteria and is not subject to CEQA. No additional environmental review is required.

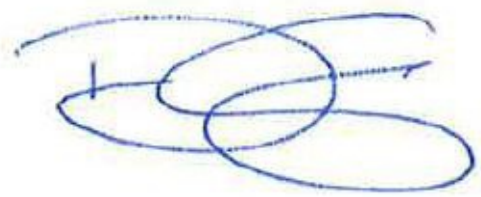
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Jill Geller, Parks, Recreation & Libraries Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6487

BA - JM-51 and JM-52

ORDINANCE NO. 6487

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2021-22 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2021-22, is hereby amended by transferring appropriations for reimbursement of park frontage improvements for Park Sites JM-51 and JM-52.

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_____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee, Parks Planning & Development Superinte
FISCAL YEAR: 2021-22

PREPARER NAME & TITLE: Kathy Cullen, Management Analyst II
COUNCIL DATE (if applicable): 05/04/2022

DEPARTMENT/DIVISION: Parks, Recreation & Libraries
ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319	6587	84001	500289	150,271	Reimbursement of JM-51 neighborhood park frontage improvements
3319	6587	84001	500290	118,055	Reimbursement of JM-52 neighborhood park frontage improvements
			TOTAL	268,326	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
			TOTAL	-	

NET ADJUSTMENT	268,326	

FUND BALANCE

ACCOUNT STRING				BUDGET ($)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3319				(268,326)	Sierra Vista Neighborhood park fund balance
			TOTAL	(268,326)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a total of $268,326 from the Sierra Vista Neighborhood Park fund (3319) for the reimbursement of frontage improvements at JM-51 and JM-52. According to the Development Agreement, the developer is entitled to reimbursement of constructions costs for certain park frontage improvements from the Neighborhood Park Fund. JMC Homes has completed frontage improvements and seeks reimbursement as follows: $150,270.93 for frontage improvements at JM-51 and $118,054.55 for frontage improvements at JM-52.

REQUIRED APPROVALS:

Jill Gellen 04/05/2022

REQUESTING DEPARTMENT HEAD / DESIGNEE — DATE

BUDGET MANAGER / DESIGNEE — DATE

CHIEF FINANCIAL OFFICER / DESIGNEE — DATE

CITY MANAGER / DESIGNEE — DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY — DATE

Revised: June 24, 2019

4/5/20221:01 PM

COUNCIL COMMUNICATION

CC #: 2045
File #: 0400-04-15 & 0400-04-15-02 & 0400-02

Title:	Second Reading - Amoruso Ranch Specific Plan Rezone and Development Agreement Amendments
Contact:	Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.10.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6482 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6483 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (525.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6484 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (148.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

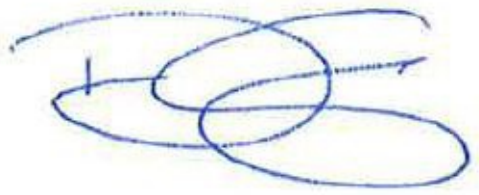
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6482

Ordinance 6483

Ordinance 6484

ORDINANCE NO. 6482

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission regarding approval of the rezone specified herein, and make the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of the Roseville General Plan and the Amoruso Ranch Specific Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property within the City of Roseville known as the Amoruso Ranch Specific Plan (ARSP), as shown and so designated in Exhibit "B", which is attached hereto and incorporated herein by reference, to adjust the acreage and configuration of zoning boundaries for Small Lot Residential (RS) Parcels AR-1 through AR-9, AR-11 through AR-16, AR-18, AR-21, AR-22, AR-24 through AR-26, AR-30, AR-32 through AR-35, AR-37, AR-39, AR-40, AR-42 and AR-43; adjust the acreage and configuration for Multifamily Residential (R3) Parcels AR-19, AR-36, AR-38, and AR-44; adjust the acreage and configuration for Public/Quasi Public Parcels (P/QP) AR-50 and AR-54; adjust the acreage and configuration for Commercial Parcels (CMU-SA and CC) AR-51 through AR-53, adjust the acreage and configuration of Parks and Recreation (P/R) Parcels AR-62 through AR-64, AR-66, and AR-67; adjust the acreage and configuration of Open Space (OS) Parcels AR-70 through AR-78, AR-80, AR-81, AR-91, AR-93, AR-95 through AR-99, AR-101 through AR-106, AR-108, AR-112, AR-113, AR-115, and adjust the acreage for Westbrook Boulevard right-of-way and roads throughout the Specific Plan.

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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

ATTEST:

_____

City Clerk

ORDINANCE NO. 6483

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (525.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "Landowner"), pertaining to the property located within the Amoruso Ranch Specific Plan area (525.7 acres).

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the Addendum to the Amoruso Ranch Specific Plan Environmental Impact Report (EIR) certified on June 15, 2016, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Amoruso Ranch Specific Plan;

2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust, Dated March 14, 2005, pertaining to the property located within the Amoruso Ranch Specific Plan area (525.7 acres), a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6484

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, BROOKFIELD SUNSET, LLC AND JENNIFER M. AMORUSO, SUCCESSOR TRUSTEE OF THE AMORUSO FAMILY LIVING TRUST DATED MARCH 14, 2005 RELATIVE TO THE AMORUSO RANCH SPECIFIC PLAN (148.7 ACRES) AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust Dated March 14, 2005 ("Amoruso")(collectively, "Landowner"), pertaining to the property located within the Amoruso Ranch Specific Plan area (148.7 acres).

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the Addendum to the Amoruso Ranch Specific Plan Environmental Impact Report (EIR) certified on June 15, 2016, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Amoruso Ranch Specific Plan;

2. The Second Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to Development Agreement is in conformance with the public health, safety and welfare;

4. The Second Amendment to Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Second Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville, Brookfield Sunset, LLC, a California limited liability company ("Brookfield"), and Jennifer M. Amoruso, Successor Trustee of the Amoruso Family Living Trust, Dated March 14, 2005, pertaining to the property located within the Amoruso Ranch Specific Plan area (148.7 acres), a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 _____, 2022, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2046
File #: 0400-04-12-1 & 0400-04

Title:	Second Reading - Sierra Vista Specific Plan Parcels KT-40A & KT-40B - Development Agreement Amendments
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.11.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6485 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BAYBROOK") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6486 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BASELINE P&R") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

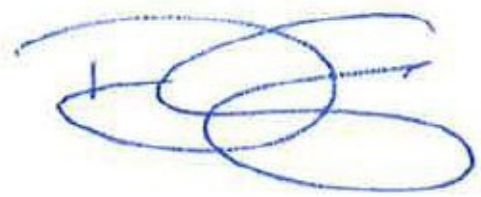
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6485

Ordinance 6486

ORDINANCE NO. 6485

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BAYBROOK") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville and KV Sierra Vista, LLC pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered the 7th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville and KV Sierra Vista, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____2022, by the following vote onroll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

ORDINANCE NO. 6486

ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC ("BASELINE P&R") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Second Amendment of the Development Agreement by and between the City of Roseville and KV Sierra Vista, LLC pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Second Amendment to Development Agreement, the City Council considered the 7th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Second Amendment to Development Agreement, and makes the following findings:

1. The Second Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;

2. The Second Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;

3. The Second Amendment to the Development Agreement is in conformance with the public health, safety and welfare;

4. The Second Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and

5. The provisions of the Second Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Second Amendment to Development Agreement, by and between the City of Roseville and KV Sierra Vista, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. 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 byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____2022, by the following vote onroll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

COUNCIL COMMUNICATION

CC #: 2062
File #: 0400-04-17-2 & 0400-02

Title:	Second Reading - 649 Riverside Avenue – Infill Parcel 179 - Rezone
Contact:	Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 7.12.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6489 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

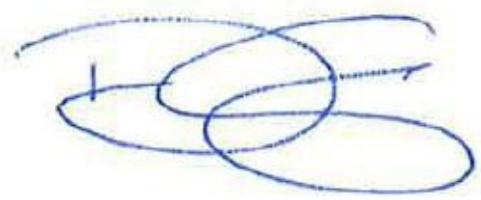
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Sean Morales, Associate Planner

Mike Isom, Development Services Director



_____

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6489

ORDINANCE NO. 6489

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and

2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan.

SECTION 2. That Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel 179 of the Infill area of the City of Roseville, as shown and so designated in Exhibit C, attached and incorporated herein by reference, is hereby rezoned from Floodway (FW) to Open Space/Floodway (OS/FW).

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

COUNCIL COMMUNICATION

CC #: 2047
File #: 0209

Title:	505 Royer Street and 300 Taylor Street - Purchase and Sale Agreement
Contact:	Wayne Wiley 916-774-5283 wwiley@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Purchase and Sale Agreement and all escrow-related documents and agreements with Bridge Housing Corporation regarding the real property located at 505 Royer Street and 300 Taylor Street.

BACKGROUND

The subject site is located within the Downtown Roseville Specific Plan (DTSP) and consists of two parcels totaling 1.17 acres (located at 505 Royer Street and 300 Taylor Street). The property is zoned Commercial/Special Area – Downtown (CM/SA-DT), which allows for various uses, including public/quasi-public, commercial, offices, and multifamily residential. The project site was previously owned by Placer County and was last utilized for the Placer County Superior Courthouse in 2009, prior to being sold to the City of Roseville. After acquiring the property in 2014, the City explored options for repurposing the building in support of ongoing economic development efforts; however, the necessary improvements to upgrade the building were cost-prohibitive.

There are currently no future City needs identified for this site, and the City Council declared the property as surplus on October 23, 2019. At that time, an appraisal noted that the property's highest and best use was as a vacant parcel. Accordingly, the City demolished the building in the Spring of 2021 to help incentivize future development and prepare for selling the property. An updated appraisal was prepared at that time (see Attachment 2).

Pursuant to recent State legislation (Assembly Bill 1486), the disposition of City surplus property must be offered to housing sponsors/other specified recipients before releasing a Request for Proposals (RFP) to sell a property. Consistent with this legislation and Government Code Sections 54220 et seq., starting on March 18, 2021, the City provided the required notification to the State of California's Housing and Community Development (HCD) Department and other required entities (see Attachment 3). In response to that notification, on May 21, 2021, Bridge Housing Corporation expressed an interest, through a Notice of Interest, in purchasing the property for the development of a senior affordable housing project for residents with income

levels between 30% - 50% of Placer County Area Median Income (AMI) (see Attachment 4).

Subsequently, the City entered into negotiations, consistent with HCD guidelines, with Bridge Housing Corporation to identify the feasibility of the proposed project and has come to mutually agreeable terms regarding the disposition of the property. At this time, the City wishes to move forward with the sale of the property as outlined within this report and consistent with the Purchase and Sale Agreement (see Attachment 1), subject to approval, of HCD (as required by state law).

Project Description

The proposed development plan includes a 55,506 square-foot affordable senior apartment building at 505 Royer Street, ranging from three to five stories in height. The natural topography of the parcel has been integrated into the project design to limit impacts on the adjacent properties. The building will total three stories adjacent to the single-family residences to the west (totaling 40 feet in height) and will total five stories interior to the site closest to Dry Creek (totaling 58 feet in height). The development will include 69 units consisting of 8 studios, 60 1-bedrooms, and one 2-bedroom unit. The ground floor of the building will consist of a community room for residents, a courtyard, and property management offices that front onto Royer Street. The adjacent parcel at 300 Taylor Street will include a 61-space parking lot (resulting in a parking ratio of .88 per unit). The project site will also have a garden area with raised planter beds providing outdoor recreation space for residents (see Attachment 5).

In 2021, the City Council adopted a resolution to establish Objective Design Standards (ODS) to streamline the construction of qualified, affordable housing projects in compliance with State housing legislation. Qualified projects are subject to a non-discretionary ministerial permit process and can forego the City's design review process and, upon ODS certification, may proceed directly to building permit and engineering permit review. As proposed, this project qualifies for the ODS process and will be evaluated against the ODS checklist, with no further design review required. In addition, because the project qualifies for the ODS process, it is exempt from the California Environmental Quality Act (CEQA). However, due to the project's use of federal funds, National Environmental Policy Act (NEPA) requirements will apply to this project, and HCD will be the NEPA lead agency to ensure adherence to federal requirements.

Purchase and Sale Agreement

Based on negations with Bridge Housing Corporation, City staff proposes moving forward with a Purchase and Sale Agreement. The Purchase and Sale Agreement identifies the terms and conditions of the property sale. Conditions of particular note are outlined below:

1. **Purchase Price** – The Purchaser will purchase the property at $650,000.
2. **Escrow Deposit** – Within five days of escrow opening, the Purchaser shall deposit $35,000 as an earnest money Initial Deposit. An additional $65,000 shall be deposited in escrow within three business days following delivery of the Purchaser's Approval Notice (120 days from the commencement of this agreement).
3. **Liquidated Damages** - The total Initial Deposit amount shall be non-refundable in the event that the Closing fails to occur due to the default of the Purchaser.
4. **Finance Terms** – Typical of affordable housing funding structures, the project financing will consist of various Federal, State, and local funding sources and private equity.
5. **Closing Conditions** – The close of escrow shall occur no later than January 31, 2024, and only after Purchaser has secured and allocated full financing of the project.

Pursuant to the approval of the Purchase and Sale Agreement, the Purchaser will work on the following during the escrow: 1) receiving approval from HCD; 2) securing project financing through a variety of affordable housing funding sources; and 3) securing the necessary NEPA approvals to begin construction within a month of closing on the property.

FISCAL IMPACT

The proceeds from the property sale (totaling $650,000 less escrow fees and taxes) will be deposited into the City's Strategic Improvement Fund (SIF) in FY2023-24 based on the anticipated close of the escrow date. No General Fund resources will be used as part of this project.

Economic Development / Jobs Created

The sale of the subject property for an affordable housing project will help catalyze downtown development and result in several hundred jobs (related to construction, service, and professional industries). The anticipated development will also result in approximately $32 million in capital investment. In addition, residents living at this site will patronize local businesses to support downtown revitalization efforts further.

Staff also finds the proposal to be in the City's best interest for the following reasons:

- The disposition of the property is consistent with the State of California Housing Community Development requirements of supporting affordable housing initiatives (i.e., the project will help the City meet the RHNA obligation);
- The development proposal is consistent with the intent of the DTSP;
- The proposed project would provide for a housing mix in the City's downtown core;
- The City has no plans to utilize the property for governmental purposes, and the sale of the site would remove the City's obligations to manage real property; and
- The project does not include any public financial or ownership participation and will be financed with private equity.

Based on the analysis noted within this report, Council can make the finding (per Roseville Municipal Code (RMC) Section 4.12.110(B)) that the sale and development of the property are in the best interest of the City.

ENVIRONMENTAL REVIEW

The proposed development plan qualifies for the ODS process and is therefore exempt from California Environmental Quality Act (CEQA), and no further environmental analysis is required. The proposed project involving the sale of surplus property is not located in an area of statewide, regional, or area-wide concern and is an activity categorically exempt from CEQA as a Class 12 Exemption (State CEQA Guidelines Section 15312). The Exemption has been prepared, and no further CEQA action is required (see Attachment 6).

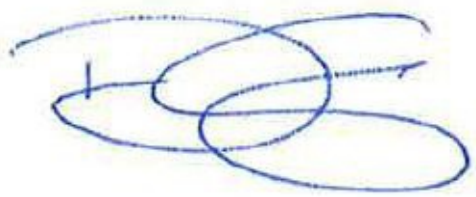
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world
Goal D - Enhance economic vitality

Respectfully Submitted,

Wayne Wiley, Economic Development Manager

Melissa Anguiano, Economic Development Director



_____
Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-138

Attachment 1 - Purchase and Sale Agreement

Attachment 2 - Property Appraisal

Attachment 3 - Surplus Property Notification Letter

Attachment 4 - Bridge Housing Letter of Interest

Attachment 5 - Project Design

Attachment 7 - Proof of Publication

RESOLUTION NO. 22-138

APPROVING A PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRIDGE HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville owns 1.17 acres of real property located at 505 Royer Street and 300 Taylor Street; and

WHEREAS, after acquiring the property in 2014, the City explored options for repurposing the building in support of ongoing economic development efforts; however, the necessary improvements to upgrade the building were cost-prohibitive; and

WHEREAS, there are currently no future City needs identified for this site and the City Council declared the property as surplus on October 23, 2019; and

WHEREAS, pursuant to recent State legislation (Assembly Bill 1486), the disposition of City surplus property requires that a specific noticing and negotiation process occur, with the intent to connect developers who are interested in building affordable homes with surplus land, prior to the release of a Request for Proposals (RFP) to sell property; and

WHEREAS, consistent with this legislation and Government Code Section 54220 et seq., commencing on March 18, 2021, the City provided the required notification to the State of California's Housing and Community Development (HCD) Department and other required entities; and

WHEREAS, Bridge Housing Corporation expressed an interest, by submitting a required Notice of Interest, in purchasing the property for the development of an age-restricted housing project for residents with income levels between 30% - 50% of Placer County Area Median Income; and

WHEREAS, staff also recommends that this disposition is in the City's best interest for at least the following reasons:

- The disposition of the property is consistent with HCD's requirements and intent to support affordable housing initiatives (i.e. the project will help the City meet the RHNA obligation);
- The development proposal is consistent with the intent of the DTSP;
- The proposed project would provide for a housing mix in the City's downtown core;
- The City has no plans to utilize the property for governmental purposes and the sale of the site would remove the City's obligations to manage real property; and
- The project does not include any public financial or ownership participation and will be financed with private equity.

WHEREAS, based on the analysis noted within the staff report, Council can make the finding per Roseville Municipal Code (RMC) Section 4.12.110(B), that this disposition of the property is in the best interest of the City; and

WHEREAS, staff recommends approving and authorizing this Purchase and Sale Agreement and making the findings as described herein, which has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Purchase and Sale Agreement and Escrow Instructions are hereby approved and the City Manager is authorized to execute said agreement, including all related escrow documents and agreements necessary to effectuate the disposition on behalf of the City of Roseville; and that we find the disposition of the property as described herein to be in the best interest of the City of Roseville; and that the City Clerk is hereby directed to record or cause to be recorded any required documents and to carry out any other action consistent with this disposition or as determined to be required by the City Manager related hereto.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

DATED AS OF _____ __, 2022

BY AND BETWEEN

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION
("SELLER")

AND

BRIDGE HOUSING CORPORATION, A NONPROFIT PUBLIC BENEFIT CORPORATION, OR ITS ASSIGNEE
("PURCHASER")

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C General Assignment
D Predevelopment Schedule of Performance
E Reserved
F Grant Deed
G Affidavit of Non-Foreign Status

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is dated as of _____ ___, 2022 (the "Effective Date") and is entered into by and between THE CITY OF ROSEVILLE, a municipal corporation ("Seller"), and BRIDGE HOUSING CORPORATION, a California nonprofit public benefit corporation, or its assignee ("Purchaser").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of the real property located in the City of Roseville, County of Placer, California, commonly referred to as 505 Royer Street, APN 013-290-005-000, comprising +/- 0.38 acres, and 300 Taylor Street, APN 013-290-006-000, comprising +/- 0.78 acres, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"). The Land is unimproved.

B. Seller has adopted City Council Resolution Number 19-447, declaring the Land as surplus land as described in Government Code 37364, which determination is in accordance to the California Department of Housing and Community Development ("HCD") guidelines and Government Code 54220 et seq. ("Surplus Land Act"). Seller has determined that the Land can be used to provide housing affordable to persons and families of low or moderate income as defined by Section 50093 of the California Health and Safety Code and that this use is in Seller's best interests, and has further resolved pursuant to City Council Resolution Number _____, adopted on _____ to sell to Purchaser the Property, as defined in Section 1.2 below, for such use. Seller and Purchaser have negotiated in good faith and pursuant to the requirements established by the Surplus Land Act, including Seller's conformance with HCD's 60-day Notice of Availability process and, having received a Notice of Interest from Purchaser, HCD's at least 90-day good faith negotiation process, as recognized by HCD confirmations and review of these terms on _____.

C. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. **SALE AND PURCHASE.**

1.1 **GENERAL.** Subject to the terms, covenants and conditions contained in this Agreement, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of the Property, as defined in Section 1.2 below.

1.2 **DEFINITION OF "PROPERTY"**. As used in this Agreement, the term "Property" includes the Land described in Exhibit A attached hereto together with the following:

1.2.1. **Real Property**. All rights, privileges and easements appurtenant to the Land, as well as all development rights, land use entitlements, including without limitation building permits, licenses, permits and certificates, air rights, mineral rights, water, water rights, riparian rights and water stock relating to the Land and any rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (together with the Land, the "Real Property").

1.2.2. **Personal Property**. All intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects', engineers', and all other consultants' reports relating to the Property on or related to the Property, and used exclusively in the ownership or operation of the Property and the Approved Contracts (defined below) if any, which personal property shall be conveyed by an Assignment of Contracts and Intangible Rights in the form attached hereto as Exhibit C (the "General Assignment"). No tangible personal property will be conveyed pursuant to this Agreement.

1.3 **TITLE COMPANY**. The purchase and sale of the Property shall be handled through an escrow that Purchaser will establish with Placer Title Company ("Title Company") at its office located at 1508 Eureka Road, Suite 150, Roseville CA 95661, attn: Tracy Murphy; email: TeamTracy@placertitle.com, (916) 782-3711 ("Escrow Holder"). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder ("Opening of Escrow"), which shall constitute escrow instructions to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall compile any counterpart signature into one document, execute Escrow Holder's acceptance hereto and date such acceptance as of the Opening of Escrow date. Escrow Holder shall immediately distribute to Purchaser and Seller fully executed copies of this Agreement and notify Purchaser and Seller of the Opening of Escrow date. Seller and Purchaser agree to execute such further escrow instructions as are reasonably required by Escrow Holder to consummate the transaction. The escrow instructions shall not be deemed to modify the provisions of this Agreement unless any modifications are specifically identified as such and are executed by both Seller and Purchaser in writing.

2. **PAYMENT OF PURCHASE PRICE**.

2.1 **AMOUNT**. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be Six Hundred Fifty Thousand Dollars ($650,000), subject to closing costs and prorations as provided in Sections 9.5 and 9.6 below.

2.2 **TERMS OF PAYMENT**. Purchaser shall pay the Purchase Price to Seller as follows:

2.2.1. **Initial Deposit**. Within five (5) business days after the Opening of Escrow date, Purchaser shall deposit in the escrow established with Escrow Holder pursuant to Section 1.3 above, the sum of Thirty Five Thousand Dollars ($35,000.00) in immediately available funds as an earnest money deposit on account of the Purchase Price (which sum, including all interest accrued thereon while held in escrow, is hereafter referred to as the "Initial Deposit"). If

requested by Purchaser, the Initial Deposit (together with any Additional Deposit) shall be invested by Escrow Holder in an interest-bearing account designated by Purchaser. All interest earned on the Deposit shall at all times belong to Purchaser.

2.2.2. **Additional Deposit**. Unless this Agreement is earlier terminated or deemed terminated pursuant to Section 4.3.1 below, then within three (3) business days after delivery to Seller of the Purchaser's Approval Notice, Purchaser shall deposit in escrow an additional sum of Sixty Five Thousand and 00/100 Dollars ($65,000.00) (the "Additional Deposit") (for a total principal Deposit of $100,000.00) by delivering to the Title Company readily available funds in such amount. The Initial Deposit together with the Additional Deposit are periodically referred to herein as the "Deposit". If Purchaser fails to so increase the Deposit following Purchaser's delivery of Purchaser's Approval Notice, this Agreement shall automatically terminate, and the Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement. The Initial Deposit shall be nonrefundable except in the event that any condition to Closing in favor of Purchaser is neither satisfied nor waived or in the event of Seller's default hereunder or as otherwise expressly provided in this Agreement.

2.2.3. **Independent Consideration**. Within three (3) business days following Purchaser's deposit of the Deposit, the Escrow Holder shall deliver to Seller One Hundred Dollars ($100) of the Deposit as independent consideration (the "Independent Consideration") for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing. Purchaser and Seller hereby acknowledge and agree that the Independent Consideration constitutes adequate and sufficient consideration for Purchaser's right to purchase the Property and Seller's execution, delivery, and performance of the Agreement, and that the loss of Purchaser's ability to use the funds constituting the Deposit as provided in this Agreement constitutes further consideration therefore.

2.2.4. **Payment of Balance**. The balance of the Purchase Price shall be paid in full, in immediately available funds, through escrow at Closing as provided in Section 9 below.

3. **LIQUIDATED DAMAGES**. **Purchaser acknowledges that the closing of the sale of the Property to Purchaser, on the terms and conditions and within the time period set forth in this Agreement, is material to Seller. Purchaser also acknowledges that Seller will suffer substantial damages if such transaction is not so consummated due to Purchaser's default under this Agreement. Purchaser further acknowledges that, as of the date of this Agreement, Seller's damages would be extremely difficult or impossible to compute in light of the unpredictable state of the economy and of governmental regulations, the fluctuating market for real estate and real estate loans of all types, and other factors which directly affect the value and marketability of the Property. In light of the foregoing and all of the other facts and circumstances surrounding this transaction, and following negotiations between the parties, Purchaser and Seller agree that the amount of the Initial Deposit represents a reasonable estimate of the damages which Seller would suffer by reason of Purchaser's**

default hereunder. Accordingly, Purchaser and Seller hereby agree that, in the event that the Closing fails to occur due to the default of Purchaser under this Agreement, Seller's sole remedy shall be to terminate this Agreement by giving notice to Purchaser and Escrow Holder and to retain the Initial Deposit as liquidated damages in lieu of any other claim Seller may have in law or in equity (including, without limitation, specific performance) arising by reason of Purchaser's default. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement. Such retention of the Initial Deposit by Seller is intended to constitute liquidated damages to Seller pursuant to Sections 1671, 1676 and 1677 of the California Civil Code and shall not be deemed to constitute a forfeiture or penalty within the meaning of Section 3275 or 3369 of the California Civil Code or any similar provision. The parties have initialed this Section 3 to establish their intent so to liquidate damages. Notwithstanding the foregoing, nothing contained in this Section 3 shall be deemed to waive or affect Purchaser's indemnity obligations that expressly survive the Closing or termination of this Agreement.

SELLER'S INITIALS:_____	**PURCHASER'S INITIALS:**_____

4. **REVIEW OF THE PROPERTY; INSPECTION PERIOD**. During the period commencing on the Effective Date and expiring at 5:00 p.m. (Pacific time) on the one hundred twentieth (120th) day thereafter (the "Inspection Period"), and during the term hereof in the event that Purchaser delivers the Purchaser's Approval Notice and the parties proceed to Closing, Seller shall allow Purchaser, any direct or indirect owner of any beneficial interest in Purchaser, and Purchaser's representatives, agents, employees, contractors, architects and engineers, together with respective officers, directors, agents, employees, representatives, and designees of the foregoing (collectively, "Purchaser Parties") reasonable access to the Property for the purpose of inspecting the Property.

4.1 **DOCUMENT REVIEW**.

4.1.1. **Seller's Due Diligence Materials**. Within fourteen (14) business days after the Effective Date, Seller shall make available to Purchaser and Purchaser's agents via, at Purchaser's option, a file transfer protocol site and/or Seller's office for Purchaser's inspection and copying at Purchaser's expense: (a) a natural hazard disclosure report for the Real Property, and (b) the items listed below (the "Due Diligence Materials"), to the extent such items are in the possession or control of Seller or to which Seller has reasonable access:

(i) The most recent title report in Seller's possession;

(ii) Copies of all contracts affecting the Property, including but not limited to maintenance contracts, management and leasing contracts, service contracts and utility contracts, together with all amendments and modifications thereto (collectively, the "Contracts");

(iii) Any previously completed surveys of the Property;

(iv) A copy of each of the utility bills relating to the Property for the current year;

(v) Copies of all entitlement documents, studies, relevant reports, budgets, and financial statements affecting the Property;

(vi) Copies of all reports, studies, documents and other information relating to the environmental or physical condition of the Property, including without limitation any soils reports, seismic reports, asbestos reports, flood maps and any Phase I or Phase II reports;

(vii) Copies of any licenses held by Seller in connection with the ownership of the Property;

(viii) Copies of tax bills for current tax year and any notices of tax assessments;

(ix) A copy of each of the warranties, licenses and permits held by Seller in connection with the ownership, use or operation of the Property;

(x) Copies of all written notices, reports, citations, orders, restrictions, decisions, correspondence or memoranda to and from any governmental authority or utility company regarding the Property.

4.2 **ACCESS TO REAL PROPERTY, INSPECTION AND DUE DILIGENCE**. During the Inspection Period, Purchaser and the Purchaser Parties shall have access to the Property at any time and from time to time during regular business hours and upon five (5) days' advance telephonic notice to Seller, at Purchaser's sole cost and expense: (i) to show the Property to third parties (including, without limitation, contractors, engineers, architects, attorneys, insurers, banks and other potential lenders or investors), and (ii) to perform any inspections, environmental site assessments, investigations, measurements, audits and tests, including, without limitation surveys and engineering studies that Purchaser reasonably deems necessary or appropriate; provided, however, that Purchaser shall not be permitted to conduct physically invasive testing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (and shall be granted if Seller's environmental consultant undertaking any Phase I assessment of the Property, or applicable part thereof, recommends that Purchaser undertake a Phase II assessment with respect to the Property, or applicable part thereof). Purchaser hereby agrees to (a) hold harmless, protect, defend and indemnify Seller and its officers, directors, elected officials, employees and agents (collectively, the "Indemnitees") and the Property from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs or expenses (including without limitation reasonable attorneys' fees and litigation costs) ("Damages") to the extent arising out of: (a) any injuries to persons (including death) or property (real or personal), or (b) any mechanics', workers' or other liens, or stop payment notices on the Property, in each case, to the extent caused by the work or activities conducted on the Property by Purchaser or any Purchaser Party and (b) promptly repair any damage to the Property caused by Purchaser's or a Purchaser Party's entry; provided, however, Purchaser shall have no obligations to indemnify, protect, defend or hold the Indemnitees harmless for Damages resulting from

Purchaser's discovery of adverse physical and/or environmental conditions in, on, or under the Property, including the presence of Hazardous Substances, except to the extent such conditions have been exacerbated by Purchaser's or any Purchaser Party's gross negligence or willful misconduct. Before any of the Purchaser Parties enter onto the Property pursuant to this Section 4.2, Purchaser shall deliver to Seller evidence of Purchaser's commercial general liability insurance coverage, which may be provided under a blanket policy, with blanket contractual obligations endorsement, a minimum limit of at least $1,000,000.

4.3 **INSPECTION AND RIGHT TO TERMINATE.** On the Effective Date, Purchaser shall have the right to commence and actively pursue its due diligence inspections of the Property, including its review of the condition of title to the Real Property as described in Section 5 below. If Purchaser is satisfied with its due diligence investigations and determines to proceed with the purchase of the Property in accordance with this Agreement, then Purchaser shall, before the end of the Inspection Period, notify Seller in writing ("Purchaser's Approval Notice"), which determination shall be made by Purchaser in its sole and absolute discretion. In the event that Purchaser timely delivers an Approval Notice to Seller, Purchaser shall deliver the Additional Deposit as provided in Section 2.2.2 above and, except as expressly provided otherwise in this Agreement, the Initial Deposit shall become nonrefundable and shall serve as liquidated damages in accordance with Section 3 above. In the event that Purchaser does not timely deliver an Approval Notice to Seller or timely increase the Deposit as provided in Section 2.2.2 after delivering an Approval Notice to Seller, this Agreement shall automatically terminate, and the Initial Deposit shall be promptly refunded by the Title Company to Purchaser, and neither Purchaser nor Seller shall have any further obligations under this Agreement except for the obligations of the parties that expressly survive the termination of this Agreement.

4.4 **FINANCING COMMITMENTS.** Purchaser shall have the right to identify sources for financing ("Financing Sources") in an amount sufficient for the purchase and development of the Property and the Project (defined below) upon terms and conditions acceptable to Purchaser in Purchaser's sole and absolute discretion (collectively, "Financing Commitments"), which may include without limitation (a) loans from one or more lenders, including HCD, and (b) an allocation of 4% tax credits from the California Tax Credit Allocation Committee ("TCAC"), and an allocation of tax exempt multifamily housing bonds from the California Debt Limit Allocation Committee ("CDLAC"). Seller agrees to cooperate in reasonable respects with Purchaser, at no expense or liability to Seller, in a timely manner in connection with Purchaser's applications for financing.

4.5 **ENTITLEMENTS.** Purchaser, at Purchaser's sole cost and expense, shall have the right during the term of this Agreement to take steps to obtain entitlements acceptable to Purchaser in its sole and absolute discretion to develop and construct on the Property a multifamily affordable housing project that will comply with the provisions of Government Code Section 37364(b), (c) and (d) ("Project") (collectively, the "Entitlements"), and any other Planning, Zoning, Public Works and Building Department approvals desirable to and required of Purchaser (collectively, the "Entitlement Approvals"). Purchaser shall have the right to request and attend related meetings and hearings and generally meet with any appropriate City and County departments and/or other applicable regulatory agencies in connection with the Property, the Project and the Entitlements. Seller agrees to cooperate in reasonable respects with Purchaser

(including without limitation executing all documents reasonably necessary to allow Purchaser to obtain the Entitlement Approvals), at no expense or liability to Seller, in a timely manner.

The parties hereto acknowledge and agree that any future development of the Land is conditioned upon preparation and ultimate approval (including all appropriate findings) of any and all environmental review documents required under the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.) ("CEQA") (the "Environmental Review"). The Environmental Review for the Land and the Project shall be conducted by Purchaser at Purchaser's sole cost and expense, and Seller shall cooperate with Purchaser's efforts to conduct the Environmental Review at no third party, out-of-pocket cost to Seller.

Notwithstanding, the parties hereto acknowledge and agree that the Project will require certain discretionary approvals, potentially including, but not limited to, certification of the Project under CEQA, amendment of the City of Roseville General Plan 2035, as amended (the "General Plan"), amendment of the Downtown Specific Plan, as amended (the "Specific Plan"), re-zoning and amendment of the City's Municipal Code, design review approval, and approval of a tentative subdivision map and final subdivision map (collectively, also included with the "Entitlement Approvals"). The Seller's cooperation, under this Section shall include, without limitation, executing applications for the Project Entitlements in the City of Roseville's capacity as owner of the Land upon Purchaser's request therefor, provided such request is made with reasonable advance notice and includes reasonable supporting information and documentation. The City's agreement to cooperate with Purchaser in connection with Purchaser's pursuit of the Project Entitlements and Entitlement Approvals and any other provision of this Agreement shall not be construed as making either party an agent, joint venture or partner of the other party. Neither the Seller nor Purchaser makes any representation or warranty that any Project Entitlements will be obtained by Purchaser. The City of Roseville retains final discretion and approval as to the Project Entitlements and certain Entitlement Approvals and all related matters in connection therewith.

Nothing in this Agreement commits, or shall be deemed to commit, the City of Roseville or a City official to approve or implement any project, and they may not do so until environmental review of the Project as required has been completed. Accordingly, all references to the "Project" in this Agreement shall mean the proposed project as revised and subject to future environmental review and consideration by the City of Roseville. The City and any other public agency with jurisdiction over any part of the Project shall have the absolute discretion before approving that project to: (i) make such modifications to the Project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the Project; (iv) balance the benefits of the Project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the Project.

4.6 **PREDEVELOPMENT SCHEDULE OF PERFORMANCE**. Purchaser shall make best efforts to comply with the predevelopment schedule of performance set forth in Exhibit D attached hereto. Purchaser agrees to provide Seller with a written quarterly status report on the progress toward the milestones. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the schedule set forth in Exhibit D is an estimated schedule

and that Purchaser's failure to meet the dates set forth therein shall not constitute a breach or default under this Agreement. Additionally, the parties agree that if Purchaser's first application for LIHTC financing in 2022 (the "2022 Initial Application") is not successful, then Purchaser shall be permitted to apply to TCAC's subsequent application funding round(s) in 2022 and each date in the schedule of performance shall automatically extend by the number of calendar days between the deadline for the application for the 2022 Initial Application and the applicable subsequent application deadline, but that no extension shall impact the Outside Closing Date referenced in section 9.

5. **TITLE; TITLE OBJECTIONS.**

5.1 **TITLE POLICY.** Within one (1) business day after the Opening of Escrow date, Seller shall order a preliminary report on the Property from Title Company ("Preliminary Report") that will form the basis of Title Company's issuance of its ALTA extended coverage owner's title insurance policy ("Owner's Title Policy") in the amount of the Purchase Price, together with a legible copy of all documents of record and all exceptions to title described therein (collectively, the "Underlying Documents"). Seller shall provide to the Title Company an affidavit/indemnity in the form typically required by the Title Company regarding leases and other rights to occupy the Property and payment of mechanics and materialmen ("Seller Affidavit") so that the Owner's Title Policy will be issued without exception for unrecorded leases and agreements and mechanics' and materialmen's liens. In the event that Purchaser desires to obtain a survey of the Real Property (the "Survey"), such Survey shall be at Purchaser's sole cost. Purchaser shall provide a copy of any Survey to Seller.

5.2 **TITLE.** Title to the Real Property shall be conveyed from Seller to Purchaser by grant deed (the "Deed"), in the form of Exhibit F hereto, free and clear of all liens and encumbrances except the following, which title shall be taken subject to: (i) liens to secure payment of real estate taxes and assessments not yet due and payable; (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority, including a covenant and restriction as required by HCD in a form similar to Exhibit B, attached hereto and incorporated by this reference; (iii) any exceptions or matters created by Purchaser, its architect or civil engineer, or its agents, employees and/or representatives; and (iv) all other exceptions of record appearing in the Preliminary Report to which Purchaser does not object in writing prior to expiration of the review periods set forth in Section 5.3 below. The foregoing exceptions to title are collectively referred to as the "Permitted Exceptions"; provided, however, that "Monetary Liens" (as defined below) shall not constitute Permitted Exceptions. Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Purchaser at Closing, upon payment of its regularly scheduled premium, the Owner's Title Policy in the amount of the Purchase Price, showing fee title to the Property vested of record in Purchaser, subject only to the Permitted Exceptions. Notwithstanding any other provision of this Agreement, at Closing Seller shall be absolutely obligated and responsible for paying or otherwise discharging all monetary liens and monetary encumbrances on the Property, other than non-delinquent real property taxes and assessments ("Monetary Liens") and all claims to fee title. In addition Seller shall deliver to Title Company the Seller Affidavit or any other statement required by Title Company to remove any exception to title reflecting the rights of parties in possession.

5.3 **TITLE OBJECTIONS**. If the Preliminary Report, the Underlying Documents referenced therein, or the Survey discloses any title or survey exceptions to which Purchaser objects, Purchaser shall notify Seller in writing (the "Title Objections Notice") of its objections (each, a "Title Objection") not later than 5:00 p.m. (Pacific time) on the date which is ten (10) business days after receipt by Purchaser of both the Preliminary Report and the Underlying Documents (the "Title Materials Delivery Date"). Seller shall have three (3) business days from the receipt of the Title Objections Notice to notify Purchaser in writing (such written notice, "Seller's Response") whether Seller commits to cause any or all of the title or Survey exceptions to which Purchaser has objected to be removed or insured against at Closing. If Seller does not timely deliver a Seller's Response, Seller shall be deemed to have elected not to remove or otherwise cure any exceptions disapproved by Purchaser, other than Monetary Liens which Seller shall remain obligated to have removed as set forth below. If Seller commits to remove or provide insurance against any Title Objection, then the removal of or insurance against such item(s) shall be a condition to Purchaser's obligation to Close; provided, however, that if Seller elects to insure over a Title Objection, then Purchaser shall have the right in its reasonable discretion to approve the manner in which Seller proposes to insure over said Title Objection. If Seller does not so commit to remove or insure over each of the Title Objections, Purchaser's sole remedy shall be either (i) to proceed with this transaction and purchase the Property, subject to any Title Objections that Seller has not committed to remove or insure over, by giving notice of same to Seller no later than 5:00 p.m. on the date which is thirty (30) days after the Title Materials Delivery Date ("Title Approval Notice"), or (ii) to elect not to proceed with this purchase and terminate this Agreement, in which event this Agreement shall terminate, the Deposit shall be returned to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Purchaser fails to deliver the Title Approval Notice, then Purchaser shall be deemed to have elected to terminate this Agreement pursuant to the immediately preceding sentence.

In the event that Title Company or the surveyor first notifies Purchaser in writing of any title or survey matters not constituting Permitted Exceptions after the expiration of the time period in which Purchaser may provide Title Objections pursuant to this Section 5.3, or less than three (3) business days prior to such expiration, including by the surveyor's issuance of an updated Survey, Purchaser may object to such matters by delivering written notice thereof to Seller not more than three (3) business days after Purchaser first receives notice of such matters (and Purchaser's failure to provide such written notice shall constitute Purchaser's waiver of any such objections). With respect to any objections to title or to the survey set forth in such notice, Seller shall have the same option to cure and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of objections made by Purchaser as set forth in the first paragraph of this Section 5.3. If Seller elects to attempt to cure any such matters, unless the prior objection is waived in writing by Purchaser, the date for Closing shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed thirty (30) days after the originally scheduled Closing Date.

5.4 **DISCHARGE OF LIENS**. Prior to the Closing, Seller shall discharge all Monetary Liens (including, without limitation, all tax and assessment liens due and payable, deeds of trust and mechanics' liens) encumbering the Property. Seller may use moneys that otherwise would be paid to it from escrow to satisfy its obligations under this Section 5.4 as long as all conditions to the Closing have been satisfied or will be satisfied by payment of those moneys.

6. **CONDEMNATION OR CASUALTY.**

6.1 **CONDEMNATION.** If, at any time after the Effective Date but prior to Closing, a proceeding is instituted for the taking of all or any portion of the Real Property under the power of eminent domain (a "Taking"), then Purchaser shall have the right by giving written notice to Seller and Escrow Holder within ten (10) business days after the date of receipt of written notice of any such Taking to terminate this Agreement effective as of the date such notice of termination is given. Seller shall give Purchaser prompt written notice of any such Taking. If Purchaser fails to give such notice within such applicable ten (10) business day period, then Purchaser shall be deemed to have elected to consummate the purchase of the Property in accordance with this Agreement, in which event Seller shall assign to Purchaser at Closing any award payable by reason of the Taking. The Closing Date, as such term is defined below, shall be postponed, if necessary, to permit Purchaser to have the ten (10) business day period following expiration of the Inspection Period or the date of receipt of notice of a Taking (as the case may be) to make the election specified hereinabove. If Purchaser terminates this Agreement pursuant to this Section 6.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement.

6.2 **CASUALTY.**

6.2.1. **Minor Damage.** In the event of damage to the Property or any portion thereof, not caused by Purchaser or any of its agents, employees, or contractors, prior to Closing caused by any casualty that is not "major" (as hereinafter defined), this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, assigns to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property; provided, however, that if Seller does not have any right, title and interest to any claims or proceeds and Seller does not elect to repair any damages using its own funds, then within ten (10) days of Purchaser's receipt of notice from Seller regarding the foregoing and Seller's intent not to repair any damages, Purchaser shall have the right to terminate the Agreement. If Purchaser terminates this Agreement pursuant to this Section 6.2.1, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller's insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.2. **Major Damage**. In the event of a "major" loss or damage, not caused by Purchaser or any of its agents, employees, or contractors, Seller shall have the option either to (a) perform any necessary repairs prior to Closing, or (b) assign to Purchaser at Closing

all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies relating to the Property. Seller shall notify Purchaser of its election in writing, and within ten (10) days thereafter, Purchaser may terminate this Agreement by written notice to Seller. If Purchaser terminates this Agreement pursuant to this Section 6.2.2, then the Deposit shall be returned promptly to Purchaser and neither Seller nor Purchaser shall have any further obligations under this Agreement, except such obligations of the parties that expressly survive the termination of this Agreement. If Purchaser does not timely terminate this Agreement as provided above, then Purchaser shall be deemed to have elected not to proceed with Closing. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the Closing Date shall be extended for a reasonable time in order to allow the completion of such repairs. If Seller assigns the claims and proceeds to Purchaser, the Purchase Price shall be reduced by an amount equal to the lesser of the cost of repair (as mutually and reasonably determined by Seller, Purchaser, and the contractor selected by Purchaser and reasonably approved by Seller) or the deductible amount under Seller's insurance policy; provided, in the event of an uninsured loss or damage, the Purchase Price shall be reduced by an amount equal to the cost of repair. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.

6.2.3. **Definition of "Major" Loss or Damage**. For purposes of Sections 6.2.1 and 6.2.2, "major" loss or damage refers to loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the Property to a condition substantially similar to that of the Property in question prior to the event of damage would be, in the opinion of a general contractor selected by Purchaser and reasonably approved by Seller, equal to or greater than One Hundred Fifty Thousand Dollars ($150,000).

7. REPRESENTATIONS AND WARRANTIES.

7.1 **SELLER'S REPRESENTATIONS AND WARRANTIES**. Seller hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

7.1.1. **Condemnation**. There are no presently pending or threatened eminent domain or condemnation actions against the Property or any part thereof; and Seller has not received notice of any eminent domain or condemnation actions being contemplated that would affect the Property or any part thereof.

7.1.2. **Legal Proceedings**. There are no legal actions or proceedings pending against Seller that may affect the Property and Seller has no knowledge and has not received written notice of any legal actions or proceedings threatened against Seller that may affect the Property.

7.1.3. **Leases**. There are no leases or other occupancy agreements of any kind, whether written or oral, that give any person or entity the right to use or occupy any portion of the Property.

7.1.4. **Contracts**. As of the Effective Date, Seller is not a party to any service contracts and, to Seller's knowledge, there exist no other service contracts relating to the operation and maintenance of the Property.

7.1.5. **No Options.** Seller has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property other than pursuant to this Agreement.

7.1.6. **Compliance**. Seller has not received written notice of any noncompliance of the Property with applicable federal, state or local laws, statutes, rules, regulations, ordinances, codes and other requirements, including, without limitation, those respecting building construction, zoning, land use, soils and environmental conditions.

7.1.7. **Non-Foreign Person**. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3). At Closing, Seller shall deliver to Purchaser through escrow a declaration under penalty of perjury confirming the foregoing statement in the form attached hereto as Exhibit G ("Affidavit of Non-Foreign Status").

7.1.8. **Due Authorization**. Seller is a California municipal corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Seller has the full right and authority to enter into this Agreement and to perform the obligations of Seller under this Agreement. The person signing this Agreement on behalf of Seller is authorized to do so. All the instruments, agreements and other documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller.

7.1.9. **Hazardous Materials**. To Seller's knowledge, except as disclosed in the Due Diligence Materials, the Property has not been used for the production, storage, deposit or disposal of hazardous materials, hazardous waste, hazardous substance contamination or other contaminants in violation of any applicable environmental laws; no above ground or below ground storage tank is located on the Property; and Seller has not received any written notice from any applicable governmental authority that any such material, waste, substance, contaminant or storage tank has been placed or located on or under the Property in violation of applicable environmental laws.

7.1.10. **No Violation**. The Property is not in violation of any applicable zoning, land use, or planning codes or ordinances and Seller has obtained all necessary permits, certificates, licenses, consents, variances, and entitlements issued, approved or granted by governmental authorities that are legally required for the current use and operation of the Property.

7.1.11. **Due Diligence Materials**. The Due Diligence Materials provided by or on behalf of Seller to Purchaser are all the documents, agreements or other materials affecting the Property in Seller's possession or control or to which Seller has reasonable access, and are originals or complete and accurate copies. No information or documents given to Purchaser pursuant to this Agreement will contain any untrue statement of a material fact or omit to state a material fact making the statements contained therein materially misleading.

7.2 **SURVIVAL**. The representations and warranties of Seller set forth in this Agreement shall survive the Closing for a period of one (1) year (the "Survival Period"), and shall not merge into the Deed to be delivered at Closing.

7.3 **PURCHASER'S REPRESENTATIONS AND WARRANTIES**. Purchaser hereby makes the following representations and warranties as of the date of this Agreement and as of the Closing Date:

7.3.1. **Due Authorization**. Purchaser is a nonprofit public benefit corporation, has been duly formed and organized, and is validly existing under the laws of the state of California. Purchaser has the full right and authority to enter into this Agreement and to perform the obligations of Purchaser hereunder. The persons signing this Agreement on behalf of Purchaser are authorized to do so. All the instruments, agreements and other documents executed by Purchaser that are to be delivered to Seller at Closing are and at the time of Closing will be duly authorized, executed and delivered by Purchaser.

7.3.2. **Legal Proceedings**. Purchaser has not received written notice of any legal actions or proceedings in any court pending against Purchaser that would adversely affect Purchaser's ability to purchase the Property.

8. **AS-IS**. Purchaser acknowledges that it will have had an opportunity to conduct due diligence inspections of the Property and will acquire the Property in its current condition based on its due diligence inspections. Purchaser acknowledges and agrees that the Property is to be conveyed by Seller to Purchaser "as is, with all faults," and substantially in its current condition. Purchaser further acknowledges and agrees that, except as otherwise expressly set forth in this Agreement or in any of the documents executed by Seller pursuant hereto, the sale of the Property to Purchaser is made without any warranty or representation of any kind by Seller, either express or implied or arising by operation of law, and Seller shall have no liability with respect to the value, uses, habitability, merchantability, condition, design, operation, rents, financial condition or prospects, or fitness for purpose or use of the Property (or any part thereof), or any other aspect, portion or component of the Property, including: (i) the physical condition, nature or quality of the Property, including the quality of the soils on and under the Property and the quality of the labor and materials included in any improvements, fixtures, equipment or personal property comprising a portion of the Property; (ii) the fitness of the Property for any particular purpose; (iii) the presence or suspected presence of Hazardous Materials on, in, under or about the Property (including the soils and groundwater on and under the Property); and (iv) existing or proposed governmental laws or regulations applicable to the Property or the further development or change in use thereof, including environmental laws and laws or regulations dealing with zoning or land use. Further, Seller shall have no liability for any latent, hidden, or patent defect as to the Property or the failure of the Property, or any part thereof, to comply with any applicable laws and regulations. In particular, Purchaser acknowledges and agrees that the Property information made available to Purchaser under this Agreement (and any other information Purchaser may have obtained regarding in any way any of the Property, including without limitation, its operations or its financial history or prospects from Seller or its agents, employees or other representatives) is delivered to Purchaser as a courtesy, without representation or warranty as to its accuracy or completeness and not as an inducement to acquire the Property; that nothing contained in any deliveries of Property information shall constitute or be deemed to be a guarantee, representation

or warranty, express or implied, in any regard as to any of the Property; and that Purchaser is relying only upon the provisions of this Agreement and its own independent assessment of the Property and its prospects in determining whether to acquire the Property.

PURCHASER'S INITIALS: _____

9. **CLOSING.**

9.1 **CLOSING.** The Closing Date shall occur on the date that is one hundred eighty (180) days following the award to Purchaser of a tax credit allocation from TCAC and an allocation of tax-exempt bond authority from CDLAC, or such other date as is mutually agreed to in writing by the parties (the "Closing Date"); provided, however, that in no event shall the Closing Date be later than January 31, 2024 (the "Outside Closing Date"). For purposes of this Agreement, the term "Closing" shall mean the consummation of the sale and conveyance of the Property to Purchaser as evidenced by recordation of the Deed.

9.2 **SELLER'S DELIVERIES INTO ESCROW.** Prior to Closing, Seller shall deliver the following items into escrow with Escrow Holder, each of which shall be duly executed and acknowledged as appropriate:

9.2.1. **Deed.** The Deed, duly executed and acknowledged in recordable form by Seller.

9.2.2. **General Assignment.** The General Assignment, duly executed by Seller.

9.2.3. **Affidavit Of Non-Foreign Status.** An Affidavit of Non-Foreign Status in the form attached hereto as Exhibit G, duly executed by Seller.

9.2.4. **Real Estate Withholding Exemption Certificate.** A California Franchise Tax Board Form 593 (or any then applicable equivalent form), duly executed by Seller.

9.2.5. **Notice to Vendors.** With respect to the Approved Contracts (if any), a letter in a form reasonably acceptable to Purchaser ("Vendor Notice Letters") signed by Seller addressed to the vendors under the Approved Contracts, advising the vendors of the sale of the Property to Purchaser. Notwithstanding the foregoing, the Vendor Notice Letters shall not be delivered through escrow but shall be sent directly by Seller to each applicable vendor on the Closing Date.

9.2.6. **Termination of Contracts.** At Closing, Seller shall provide evidence reasonably acceptable to Purchaser of the termination of all the Contracts other than the Approved Contracts.

9.2.7. **Other Documents.** Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow

Holder, such proof of Seller's authority and authorization to enter into this Agreement and consummate the transactions contemplated hereby as may be reasonably required by the Title Company, such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company, and the Seller Affidavit.

9.3 **PURCHASER'S DELIVERIES INTO ESCROW**. Purchaser shall deliver the following items into escrow with Escrow Holder:

9.3.1. **Cash**. Immediately available funds in the following amounts: (i) the balance of the Purchase Price; (ii) such amount, if any, as is necessary for Purchaser to pay Purchaser's share of the closing costs and prorations specified in Sections 9.5 and 9.6 below; and (iii) any other amounts required to close escrow in accordance with the terms of this Agreement.

9.3.2. **General Assignment**. The General Assignment, duly executed by Purchaser.

9.3.3. **Other Documents**. Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, including, without limitation, appropriate escrow instructions to Escrow Holder and a preliminary change of ownership report.

9.4 **CONDITIONS TO CLOSING**.

9.4.1. **Purchaser's Closing Conditions**. In addition to the other terms and provisions of this Agreement that give Purchaser the right to terminate this Agreement, Purchaser's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Purchaser's written waiver thereof, it being agreed that Purchaser may waive any or all of such conditions):

(a) Title Company is unconditionally prepared and committed to issue the Owner's Title Policy in the amount of the Purchase Price insuring fee title to the Real Property vested in Purchaser, subject only to the Permitted Exceptions;

(b) As of the Closing Date, Seller shall not be in default of any term or provision of this Agreement;

(c) As of the Closing Date, Seller's deliveries under Section 9.2 shall have been timely deposited into escrow with the Escrow Holder by Seller and Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date;

(d) Purchaser shall have received the Financing Commitments and the Financing Sources shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(e) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project; and

(f) All of Seller's representations and warranties contained herein, or made in writing by Seller pursuant to this Agreement, shall be true and correct in all material respects when made and shall be true and correct as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

If any of the foregoing are not satisfied or waived by Purchaser, Purchaser shall have the right in its sole and absolute discretion to terminate this Agreement and receive a refund of the Deposit. In the event this Agreement is terminated as a result of the failure of any condition set forth in this Section 9.4.1, Purchaser shall be entitled to a refund of the Deposit and shall have a right to exercise remedies under Section 9.11 below if such failure is a result of a default by Seller hereunder. Unless such termination is due to Seller's breach or default, Purchaser and Seller shall be immediately released from all obligations hereunder, except for obligations which expressly survive the termination of this Agreement, and any escrow cancellation charges or similar fees, including title examination fees imposed by the Title Company, shall be borne equally by Purchaser and Seller unless such termination and cancellation is due to Seller's breach of this Agreement, whereupon such charges and fees shall be borne by Seller.

9.4.2. **Seller's Closing Conditions**. Seller's obligation to sell the Property to Purchaser shall be subject to the occurrence and/or satisfaction of the following conditions, which are for the exclusive benefit of Seller (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(a) All of Purchaser's representations and warranties contained herein, or made in writing by Purchaser pursuant to this Agreement, shall have been true and correct in all material respects when made and shall be true and correct as of the Closing Date,

(b) As of the Closing Date, Purchaser's deliveries under Section 9.3 shall have been timely deposited into escrow with the Escrow Holder by Purchaser; and

(c) Purchaser shall have received the Financing Commitments and the Financing Sources shall have provided written confirmation to Purchaser and Escrow Holder that they are prepared to deliver funds sufficient for Closing into Escrow on or prior to the Closing Date;

(d) Purchaser shall have obtained all Entitlements, Entitlement Approvals, approvals, licenses, and permits required from governmental authorities in connection with the commencement phase of construction of the Project; and

(e) Purchaser must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

In the event that any of the foregoing conditions is neither satisfied nor waived in writing by Seller, Seller shall have the right to terminate this Agreement in writing, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder except those that expressly survive termination; provided, however, that the foregoing shall not be construed to limit or restrict the rights or remedies of Seller in the event of Purchaser's breach of any covenant contained herein. If Seller elects to proceed with the Closing notwithstanding the fact that one or more of the foregoing conditions has not been satisfied, Seller shall be deemed to have waived such condition and shall have no further rights or remedies on account of the failure of such condition or conditions.

9.5 **CLOSING PRORATIONS.** At Closing, the items of income and expense of the Property set forth below shall be prorated on the basis of a 365-day year, actual days elapsed for the month in which Closing occurs, as of midnight on the day immediately preceding the Closing Date. Income and expenses attributable to the period prior to the Closing Date shall be for the account of Seller, and income and expenses attributable to the period on and after the Closing Date shall be for the account of Purchaser. Escrow Holder shall prorate all real property taxes and assessments and other operating expenses of the Property, as well as all income, as of the Closing Date, based upon the most current ascertainable tax bill and other relevant billing information. To the extent that information for any such proration is not available on the Closing Date, Purchaser and Seller shall effect such prorations outside of Escrow, as soon as possible following the Closing, but in no event later than sixty (60) days after the Closing. Notwithstanding anything to the contrary contained herein, Seller shall retain all rights to tax and other refunds and claims thereto to the extent Seller previously sought any tax reductions or lower assessments with respect to any real estate taxes or assessments with respect to the Real Property prior to the Closing Date and Purchaser shall promptly notify Seller of Purchaser's receipt of, and shall promptly pay to Seller, any such refunds applicable to the period prior to Closing received by Purchaser at any time. The prorations and payments shall be made on the basis of a written statement(s) submitted to Purchaser and Seller by Escrow Holder prior to the Closing and approved by Purchaser and Seller. In the event any prorations or apportionments made under this Section shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same (but in all events within sixty (60) days after Closing). This provision shall survive the Closing.

9.6 **CLOSING COSTS**. Seller shall be responsible for the payment of all county documentary transfer taxes and the cost of a standard form owner's title policy. Purchaser shall be responsible for the payment of any additional costs for the Owner's Title Policy (including the cost of any title endorsements requested by Purchaser), the cost of recording the Deed and the cost of escrow fees charged by Escrow Holder. All other closing costs shall be paid according to custom in Placer County, California. Each party shall pay its own attorneys' fees incurred in connection with this Agreement or the transaction contemplated herein.

9.7 **CLOSING PROCEDURE**. Escrow Holder shall close escrow when it is in a position to: (i) record the Deed; (ii) pay to Seller, by wire transfer in immediately available funds, the amount of the Purchase Price, as such amount may be increased or decreased as a result of the allocation of the closing costs and prorations as specified in Sections 9.5 and 9.6; and (iii) issue to Purchaser the Owner's Title Policy in accordance with Section 5.2.

9.8 **POSSESSION; NOTICES**. On the Closing Date, Seller shall transfer to Purchaser possession of the Real Property free and clear of parties in possession and subject only to the Permitted Exceptions. Seller agrees that, as of the Closing Date, there shall be no personal property or equipment located on the Real Property. On the Closing Date or as soon thereafter as practicable, Seller shall send the notices to all vendors and contractors under any Approved Contracts (as defined below) informing them that Seller sold the Property to Purchaser on the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall terminate on or before the Closing any Contracts other than the Contracts that will be assumed by Purchaser at Closing and are expressly approved by Purchaser by written notice delivered to Seller at least five (5) business days prior to the Closing Date (collectively, "Approved Contracts"). Seller shall provide written notice of termination to those applicable third parties with respect to all Contracts other than the Approved Contracts on or before the Closing.

9.9 **OPERATION; MAINTENANCE; PERSONAL PROPERTY**. Between Seller's execution of this Agreement and the Closing Date, at Seller's sole cost and expense, Seller shall (i) operate, manage, secure, and maintain the Property in a manner consistent with its current practices., (ii) perform when due, and otherwise comply with, all of Seller's obligations and duties under the Contracts, (iii) refrain from entering into or amending any Contracts, leases or other agreements regarding the Property that would be binding on Purchaser or the Property after Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld (except that following the expiration of the Feasibility Period, Purchaser's consent may be given or withheld in Purchaser's sole and absolute discretion), and (iv) maintain all present policies of insurance; provided, however, that in the event of a Taking or any damage to the Property by any casualty, then the provisions of Sections 6.1 and 6.2, respectively, shall apply. In the event any tangible personal property has not been removed from the Property as of Closing, such property shall be deemed abandoned to Purchaser and Purchaser may upon the Closing take possession thereof and retain the same as Purchaser's property or dispose of same in any manner which Purchaser may determine without liability or accountability therefor to Seller or any other party.

9.10 **EXCLUSIVITY**. After the Effective Date, Seller shall not, and shall cause its officers, employees, agents, representatives or any other person acting on behalf of or at the direction of Seller to not, directly or indirectly: (i) enter into any agreement, discussion, or negotiation with, or solicit, encourage, entertain or consider any inquiries or proposals from, any third party for the sale or purchase of the Property, or (ii) make or accept any offers for the sale or purchase of the Property, except as otherwise required by law or legislation or a governmental body or agency with lawful jurisdiction over the Property.

9.11 **PURCHASER REMEDIES**. If Seller defaults under or breaches this Agreement, or any of Seller's representations and warranties set forth in Section 7 are untrue, inaccurate or incorrect in any material respect, or Seller fails to sell the Property in accordance with this Agreement, Purchaser shall have the right, as its sole remedy, (a) to terminate this Agreement by giving written notice to Seller and receive the prompt return of the Deposit, (b) to enforce specific performance of Seller's obligation to sell the Property to Purchaser in accordance with this Agreement, or (c) proceed to Closing and pursue any remedies available to Purchaser, including the right to pursue Seller for damages. Purchaser shall only be entitled to bring a specific

performance action against Seller if Seller breaches its obligation to convey the Property to Purchaser.

10. **INTENTIONALLY DELETED**.

11. **INTENTIONALLY DELETED**.

12. **BROKERS**. Seller and Purchaser each warrant and represent to the other that no person, firm or entity is in a position to claim a real estate brokerage commission, due diligence fee or finder's fee as a procuring cause of this transaction based upon contacts with such party or the Property. Each party shall indemnify, defend, protect and hold the other party harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs) arising as a result of a breach of the foregoing warranty and representation.

13. **PROPRIETARY CAPACITY**. Purchaser acknowledges and agrees that Seller is acting in its proprietary capacity with respect to the sale contemplated in this Agreement, and agrees that Seller is in no way constrained from acting in its regulatory capacity in any manner with regard to any approval relating to the Project. Purchaser understands and agrees that Seller is entering into this Agreement in its capacity as a landowner with a proprietary interest in the Property and not as a regulatory agency of the Seller with certain police powers. Except as specifically stated herein, Purchaser further understands and agrees that no approval by Seller for purposes of this Agreement will be deemed to constitute any approval required by any federal, state, regional or Seller authority.

14. **MISCELLANEOUS**.

14.1 **NOTICES**. All notices, demands or other communications of any type given by either party to the other or to Escrow Holder, whether required by this Agreement or in any way related to this transaction, shall be in writing and shall be (a) delivered in person, in which event the notice shall be deemed received when delivery is actually made; (b) sent by overnight courier for next business day delivery, in which event the Notice shall be deemed received on the first business day after delivery to, and acceptance for delivery by, the courier; (c) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, in which event the notice shall be deemed received at the time of personal delivery; or (d) sent via email, in which event such notice shall be deemed received on the date of transmission via email if sent before 5:00 p.m. Pacific time on a business day or if sent after 5:00 p.m. Pacific time, then on the next business day, provided that the sender does not receive any failure of delivery notice. All such notices shall be sent to the following addresses:

To Seller:	City Manager's Office City of Roseville 311 Vernon Street Roseville CA 95605 Attn: Wayne Wiley Telephone No.: (916) 774-5283 Email: wwiley@roseville.ca.us
With a copy to:	City Attorney's Office City of Roseville Attn: Jonathan Levy 311 Vernon Street Roseville CA 95605 Telephone No.: (916) 774-5325 Email: jlevy@roseville.ca.us
To Purchaser:	BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attention: Brad Wiblin Telephone No.: Email: bwiblin@bridgehousing.com
With a copy to:	BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108 Attn: Rebecca Hlebasko E-mail: rhlebasko@bridgehousing.com and Lubin Olson & Niewiadomski LLP Transamerica Pyramid 600 Montgomery Street, 14th Floor San Francisco, California 94111 Attn: Elizabeth S. Anderson, Esq. Telephone No.: (415) 981-0550 Email: banderson@lubinolson.com

Either party hereto may change its address by notice given as provided herein to the other party and Escrow Holder.

14.2 **RULES OF CONSTRUCTION**. Where required for proper interpretation, words in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The headings of the Sections, Subsections and paragraphs contained in this Agreement are included only for convenience of reference and shall be disregarded in the

construction and interpretation of this Agreement. This Agreement has been fully negotiated at arms' length between the parties, after advice by counsel and other representatives chosen by the parties, and the parties are fully informed with respect thereto. No party shall be deemed the scrivener of this Agreement and, accordingly, the provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party. Use in this Agreement of the words "including" or "such as", or words of similar import, following any general term, statement or matter shall not be construed to limit such term, statement or matter to the enumerated items, whether or not language of non-limitation (such as "without limitation" or "but not limited to") are used with reference thereto, but rather shall refer to all items or matters that could reasonably fall within the broadest scope of such term, statement or matter.

14.3 **AMENDMENT; WAIVERS**. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

14.4 **TIME OF ESSENCE**. Time is of the essence of this Agreement and each provision hereof. However, if either Purchaser or Seller is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, the other party will, upon the written request of the requesting party, and subject to the deadlines and other requirements of Purchaser's Financing Sources, extend the Closing Date, one time only per party, up to fourteen (14) business days. The City Manager, on behalf of the Seller, shall have the authority to exercise this provision.

14.5 **ATTORNEYS' FEES**. If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions thereof, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs (including but not limited to court costs) incurred in connection with such action or proceeding.

14.6 **LAW; VENUE**. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

14.7 **ENTIRE AGREEMENT**. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

14.8 **ASSIGNMENT; SUCCESSORS AND ASSIGNS**. Purchaser shall have no right to assign this Agreement or any of Purchaser's rights hereunder without first having obtained HCD's approval, as necessary, and Seller's prior written consent to such assignment, which consent may be withheld in Seller's reasonable discretion, except that Seller's consent shall not be required if the assignee (a) agrees to be bound by all of the terms and conditions of this Agreement

and (b) such assignee is a business entity controlled and/or managed by, or under common control with, Purchaser, including, without limitation a limited partnership of which Purchaser (or a limited liability company of which Purchaser is a member) is a general partner; Purchaser shall deliver notice of any such assignment to Seller no later than thirty (30) days prior to the Closing Date. Any purported assignment by Purchaser to an unauthorized party shall be null and void. Subject to the foregoing, this Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

14.9 **LIMIT ON REMEDIES**. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be liable for any speculative, consequential or punitive damages. No person, acting solely in his or her representative capacity, for example, as a trustee of a trust, or officer of a corporation, or municipal corporation or its officers, agents, or employees that is a party to this Agreement, shall have any personal liability for the actions of the parties pursuant to this Agreement.

14.10 **EXHIBITS**. The exhibits to which reference is made in this Agreement are deemed incorporated into this Agreement in their entirety by such reference. The exhibits to this Agreement are the following:

A	Legal Description
B	HCD Form Covenant and Restriction
C	General Assignment
D	Predevelopment Schedule of Performance
E	Reserved
F	Grant Deed
G	Affidavit Of Non-Foreign Status

14.11 **DEFINITION OF BUSINESS DAY**. For purposes of this Agreement, the term "business day" shall mean any Monday through Friday that the City of Roseville is open for regular business, inclusive, but excluding any day on which banks are authorized to be closed by the State of California or the United States or is a recognized holiday of either the City of Roseville, the State of California, or the United States, and excluding the City of Roseville's "flip week". If any of the dates specified in this Agreement shall fall on a non-business day, then the date of such action shall be deemed to be extended to the next business day.

14.12 **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. Each party (i) has agreed to permit the use, from time to time, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied signature, (iii) is aware that the other will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via facsimile or via email in portable document format (".pdf").

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER: CITY OF ROSEVILLE, a municipal corporation

By: _____
Name: DOMINICK CASEY
Title: City Manager
Dated: _____

ATTEST:

By: _____
Name: CARMEN AVALOS
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: MICHELLE SHEIDENBERGER
Title: City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Name: MELISSA ANGUIANO
Title: Economic Development Director

PURCHASER:

BRIDGE HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: BRAD WIBLIN
Title: EVP

Dated: _____

AND

By: _____
Name: Rebecca Hlebasko
Title: SVP

Dated: _____

Acceptance by Escrow Holder:

The undersigned hereby acknowledges that it has received originally executed counterparts or a fully executed original (which may be via facsimile or email) of the foregoing Purchase and Sale Agreement and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 2022

PLACER TITLE COMPANY

By: _____
Name: _____
Its Authorized Agent

EXHIBIT A

LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, City of Roseville, described as follows:

Lots 5 and 6, as shown on the Map entitled "Final Map of City of Roseville Fire Station Subdivision No. PL17- 0093," filed for record in the office of the County Recorder of Placer County on November 1, 2018, in Book EE of Maps, Page 32.

APN: 013-290-005-000, 013-290-006-000

EXHIBIT B

Covenant or Restriction to be Recorded

Not less than 25 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

Date: _____

_____[LOCAL AGENCY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT C

GENERAL ASSIGNMENT

THIS ASSIGNMENT OF CONTRACTS AND INTANGIBLE RIGHTS, made as of _____, 202__, by and between _____, a _____ ("Seller"), and_____, a _____ ("Purchaser").

W I T N E S S E T H:

For valuable consideration, receipt of which is acknowledged, Seller and Purchaser agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.**

Seller and Purchaser are "Seller" and "Purchaser", respectively, with respect to that certain Purchase and Sale Agreement date as of _____ __, 2022 (as amended and assigned to Purchaser, the "Purchase Agreement") with respect to that certain real property located in the City of Roseville, County of Placer, California, and more particularly described in the Purchase Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

(a) Seller hereby assigns and transfers to Purchaser all right, title and interest of Seller in, to and under the contracts (the "Contracts") described in **Exhibit A** attached hereto and made a part hereof.

(b) Seller hereby assigns and transfers to Purchaser all intangible personal property (including, without limitation, contract rights, warranties, guarantees, plans, specifications and architects', engineers', and all other consultants' reports relating to the Property) on or related to the Property, and used exclusively in the ownership or operation of the Property.

(c) Purchaser hereby accepts the foregoing assignment, and assumes and agrees to perform all of the covenants and agreements in the Contracts to be performed by Seller thereunder that arise or accrue from and after the date of this Assignment as long as Purchaser owns the real property subject to the Contracts.

2. **INDEMNIFICATION.** Purchaser agrees to protect, indemnify, defend and hold Seller harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that Seller may incur or that may be asserted against Seller arising out of or in any way connected with, directly or indirectly, the Contracts from and after the date hereof. Seller agrees to protect, indemnify, defend and hold Purchaser harmless from and against all claims, obligations, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) that Purchaser may

incur or that may be asserted against Purchaser arising out of or in any way connected with, directly or indirectly, the Contracts prior to the date hereof.

3. **FURTHER ASSURANCES.** Seller and Purchaser agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

4. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective personal representatives, heirs, successors and assigns.

5. **GOVERNING LAW.** This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

6. **ATTORNEYS' FEES.** If either party brings an action or proceeding at law or in equity to interpret or enforce this Agreement or any provisions contained herein, or to seek damages or other redress for a breach, the prevailing party shall be entitled to recover in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such action or proceeding.

7. **COUNTERPARTS.** The parties may execute this Assignment in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Assignment as of the date first hereinabove written.

SELLER: _____,
a _____

By: _____
Name:_____
Title:_____

PURCHASER: _____,
a _____

By: _____
Name:_____
Title:_____

EXHIBIT A
to General Assignment

List of Contracts: None.

EXHIBIT D

Predevelopment Schedule of Performance

PRE-DEVELOPMENT	ESTIMATED DATE
Conceptual Design	November 2021
Entitlement Submittal	February 2022
Multifamily Housing Program Application (An Affordable Rental Housing Agreement shall be executed concurrent with close of escrow)	June 2022
MHP Program Award Date	October 2022 (estimated)
4% TCAC Application	March 2023
Building Permits Received	October 2023
4% TCAC Award	June 2023
Land Closing	January 2024 (Dependent on TCAC Award)
Construction Loan Closing	January 2024 (Outside Date)

EXHIBIT E

Reserved

EXHIBIT F

Recorded at Request of and:
When Recorded Mail to:

_____
_____
_____

Mail Tax Statements to:

_____
_____
_____

_____
(Space Above For Recorder's Use)

APN: _____
The undersigned Grantor(s) declare(s):
Documentary Transfer tax is $_____and City Transfer tax is $_____
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale
☐ Unincorporated area: ☐ City of _____
☐ Realty not sold

GRANT DEED

For valuable consideration, receipt of which is acknowledged, _____, a _____, hereby grants to_____ _____, a _____, the real property in the City of _____, County of _____, State of California, described in Exhibit A attached hereto and incorporated herein by reference, together with the easements, rights and privileges appurtenant thereto..

Dated: _____, 20___

_____,
a _____

By: _____
Name: _____
Title: _____

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

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
TO
GRANT DEED

All of the real property in the City of Roseville, County of Placer, State of California, described as follows:

EXHIBIT G

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's Tax Identification Number is 94-6000409;

3. Seller's address is 311 Vernon St., Roseville CA, 95678; and

4. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Internal Revenue Code Regulations.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20___

By: _____

Integra Realty Resources
Sacramento

Appraisal of Real Property

505 Royer Street
Roseville, Placer County, California 95678

Prepared For:
City of Roseville Economic Development Department

Effective Date of the Appraisal:
March 4, 2021

Report Format:
Appraisal Report – Standard Format

IRR - Sacramento
File Number: 193-2021-0132

505 Royer Street
Roseville, California

Integra Realty Resources
Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774
www.irr.com

March 22, 2021

Laura Matteoli
Economic Development Director
City of Roseville Economic Development Department
311 Vernon Street
Roseville, CA 95678

SUBJECT: Market Value Appraisal
505 Royer Street
Roseville, Placer County, California 95678
IRR - Sacramento File No. 193-2021-0132

Dear Ms. Matteoli:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value - as if vacant of the fee simple interest in the property. The client for the assignment is City of Roseville Economic Development Department, and the intended use is for to be used for establishing the market value of the subject property for marketing purposes.

The subject property represents vacant land previously improved with a county courthouse building which contained 7,900± square feet of rentable area. The property is comprised of three Assessor's parcels encompassing 1.229± acres, or 53,657 square feet of land area. The land area is inclusive of a portion of an alley currently dividing two of the parcels. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Portions of the subject are located within either a floodplain, or floodway and are subject to development restrictions. As of the date of inspection, the building was in the process of being demolished. Our analysis is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land. A more detailed legal and physical description of the subject property, as well as related market area characteristics, is contained within the attached report.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of City of Roseville Economic Development Department.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As If Vacant	Fee Simple	March 4, 2021	$650,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. As of the date of inspection, two of the subject parcels (APNs 013-290-005 and -006) were divided by a portion of an alley. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Our analysis assumes the portion of the alley will be abandoned as planned and the estimated land area of the alley is included in the subject's total land area. If at a later date the estimated land area of the alley differs significantly from what was provided, or the City of Roseville does not abandon the portion of the alley as planned, our value conclusion presented herein could be impacted.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject was previously improved with a 7,900 square foot county courthouse. As of the date of inspection, the building was in the process of being demolished. The estimate of market value is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land, with no deduction for demolition costs.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce. The status of economic

conditions is changing rapidly, creating great uncertainty in the markets. Our analysis of these and related issues is presented in the attached report. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a more significant change in value over a relatively short period of time.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SACRAMENTO

Lance Jordan, MAI
Managing Director
California Certificate # AG012709
Telephone: 916-435-3883, ext. 232
Email: ljordan@irr.com

Ligia Dejeu
Certified General Real Estate Appraiser
California Certificate # 3004823
Telephone: 916-435-3883, ext. 240
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B. Grant Deed
C. Comparable Data
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Executive Summary

Address	505 Royer St. Roseville, Placer County, California 95678	
Property Type	Land	
Owner of Record	City of Roseville	
Tax ID	013-290-005, 013-290-006, 013-172-023 and Alley	
Land Area	1.23 acres; 53,657 SF	
Zoning Designation	CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District), Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use District)	
Highest and Best Use	Hold for future multi-family development (apartments, condominiums and/or senior housing)	
Exposure Time; Marketing Period	9-12 months; 12-15 months	
Effective Date of the Appraisal	March 4, 2021	
Date of the Report	March 22, 2021	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	6	
Range of Sale Dates	Sep 17 to Dec 20	
Range of Prices per Usable SF (Unadjusted)	$10.10 - $25.12	
Market Value Conclusion	$650,000	($12.11/Usable SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Roseville Economic Development Department may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. As of the date of inspection, two of the subject parcels (APNs 013-290-005 and -006) were divided by a portion of an alley. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Our analysis assumes the portion of the alley will be abandoned as planned and the estimated land area of the alley is included in the subject's total land area. If at a later date the estimated land area of the alley differs significantly from what was provided, or the City of Roseville does not abandon the portion of the alley as planned, our value conclusion presented herein could be impacted.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject was previously improved with a 7,900 square foot county courthouse. As of the date of inspection, the building was in the process of being demolished. The estimate of market value is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land, with no deduction for demolition costs.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

General Information

Identification of Subject

The subject property represents vacant land previously improved with a county courthouse building which contained 7,900± square feet of rentable area. The property is comprised of three Assessor's parcels encompassing 1.229± acres, or 53,657 square feet of land area. The land area is inclusive of a portion of an alley currently dividing two of the parcels. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Portions of the subject are located within either a floodplain, or floodway and are subject to development restrictions. As of the date of inspection, the building was in the process of being demolished. Our analysis is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land. A legal description of the property is within the grant deed, a copy of which is located within the addenda to this report.

Property Identification	
Address	505 Royer St. Roseville, California 95678
Tax ID	013-290-005, 013-290-006, 013-172-023 and Alley
Owner of Record	City of Roseville
Census Tract Number	209.01 / 1

Sale History

To the best of our knowledge, no sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the market value - as if vacant of the fee simple interest in the property as of the effective date of the appraisal, March 4, 2021. The date of the report is March 22, 2021. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for to be used for establishing the market value of the subject property for marketing purposes. The client and intended user is City of Roseville Economic Development Department. The appraisal is not intended for any other use or user. No party or parties other than City of Roseville Economic Development Department may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Appraisal guidelines of City of Roseville Economic Development Department.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information

analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have prepared two appraisals of the subject property for the current client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In accordance with our opinion of highest and best use of the property, the value of the underlying land as vacant, exceeds the value of the property as currently improved. Thus, we only value the underlying land in our valuation. For the analysis, we use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Lance Jordan, MAI, conducted an on-site inspection of the property on March 4, 2021 and March 10, 2021. Ligia Dejeu conducted an on-site inspection on March 10, 2021.

Economic Analysis

Area Analysis – Sacramento MSA

Introduction

The worldwide outbreak of the COVID-19 virus and the subsequent chain of events enacted in an effort to minimize the impacts of the pandemic are still in process and evolving. Healthcare and economic responses to this crisis are unfolding in the present, with limited quantifiable data available to gauge the future impact on the local, state and national economies. The following analysis is largely based on historical information as a means of identifying past demographic and general economic trends, both of which will be impacted as more time passes and data becomes available for analysis.

The Sacramento MSA is comprised of four counties – Sacramento, Placer, El Dorado and Yolo – and spans from the Sacramento River Delta in the west to the Sierra Nevada mountain range in the east. It represents portions of two key regions in California – the Central Valley and the Sierra Nevada mountains. The Sacramento MSA is the most populous metropolitan area in the Central Valley and the fifth-largest in the state of California. The region's largest city, Sacramento, is the State Capital and the seat of government for Sacramento County. Sacramento is located approximately 385 miles north of Los Angeles, 500 miles south of Oregon, 85 miles northeast of San Francisco, 105 miles west of South Lake Tahoe, and 135 miles southwest of Reno, Nevada. The region has relatively stable seismic conditions, especially compared to the San Francisco Bay Area and Southern California. Sacramento and adjoining cities rank among the lowest in the state for the probability of a major earthquake.

Population

The region has a population of over 2.37 million and has grown at an average rate of 1.1% per year for the past five years. The following table illustrates recent population trends for each county in the region. The figures are estimated as of January each year.

Population Trends

County	2015	2016	2017	2018	2019	2020	%/Yr
Sacramento	1,481,751	1,496,385	1,512,721	1,527,132	1,541,301	1,555,365	1.0%
Placer	371,264	376,508	383,598	389,387	395,978	403,711	1.7%
El Dorado	182,540	183,684	185,147	188,185	190,018	193,227	1.2%
Yolo	210,801	215,016	218,039	219,990	220,896	221,705	1.0%
Total	**2,246,356**	**2,271,593**	**2,299,505**	**2,324,694**	**2,348,193**	**2,374,008**	**1.1%**

Source: California Department of Finance

Placer and El Dorado Counties have led the region with growth of 1.7% and 1.2% per year, respectively. Most of this growth has occurred in the cities of Roseville, Rocklin, Lincoln and El Dorado Hills. The region's growth is attributed in large to in-migration of residents from other locations.

The population in the region is expected to continue growing. According to the California Department of Finance, the population in the Sacramento MSA is projected to increase to around 2,601,607 by

2030 and 2,914,939 by 2050. The region's growth is expected to outpace the growth of most other metropolitan areas in California, as well as the state as a whole.

Employment & Economy

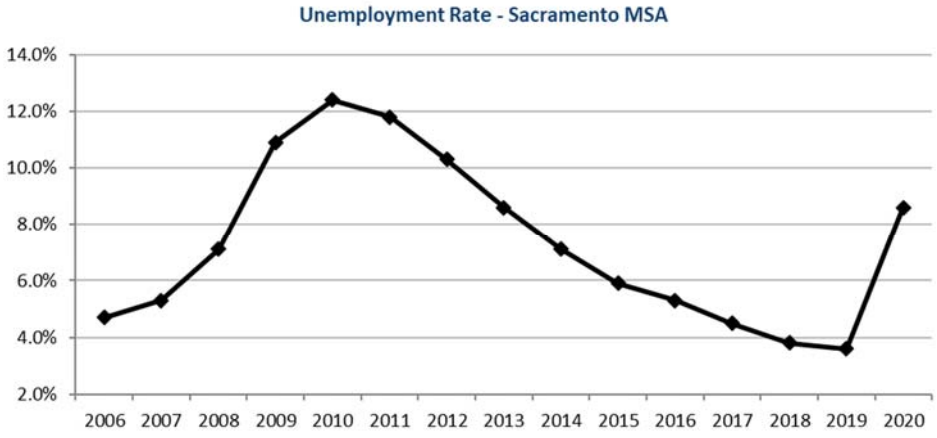
Historically, the Sacramento region has been one of the more stable employment centers in California, with a significant number of jobs in State government. The California Employment Development Department has reported the following employment data for the Sacramento MSA over the past five years.

Employment Trends

	2015	2016	2017	2018	2019	2020
Labor Force	1,052,800	1,068,400	1,075,300	1,089,600	1,101,000	1,087,700
Employment	991,200	1,011,900	1,026,400	1,048,200	1,061,400	993,900
Job Growth	20,900	20,700	14,500	21,800	13,200	(67,500)
Unemployment Rate	5.9%	5.3%	4.5%	3.8%	3.6%	8.6%

Source: California Employment Development Department

For most areas within the state and nation, including the Sacramento MSA, unemployment declined from 2004 through 2006, increased from 2007 to 2010, and declined between 2011 to 2019. Unemployment spiked in April 2020 as a result of COVID-19 business closures and, although it gradually declined as restrictions were relaxed, it remained elevated through 2020. A depiction of the unemployment rate trend since 2006 is provided below.



Source: California Employment Development Department

The region experienced a significant decline in jobs in 2009, but the rate of decline moderated in 2010, and job growth was positive in each year from 2011 through 2019. Prior to the coronavirus outbreak, unemployment rates had been at historical lows in recent years. The 2017 unemployment rate of 4.5% was the lowest experienced since 2001 and the 2018 and 2019 rates further decreased, closing out 2019 with an average rate of 3.6%. However, this downward trend has shifted as a result of the current COVID-19 crisis. In an effort to prevent the spread and impact of the virus, statewide public health Stay-At-Home orders were on March 19th, which directed residents to stay at home except to

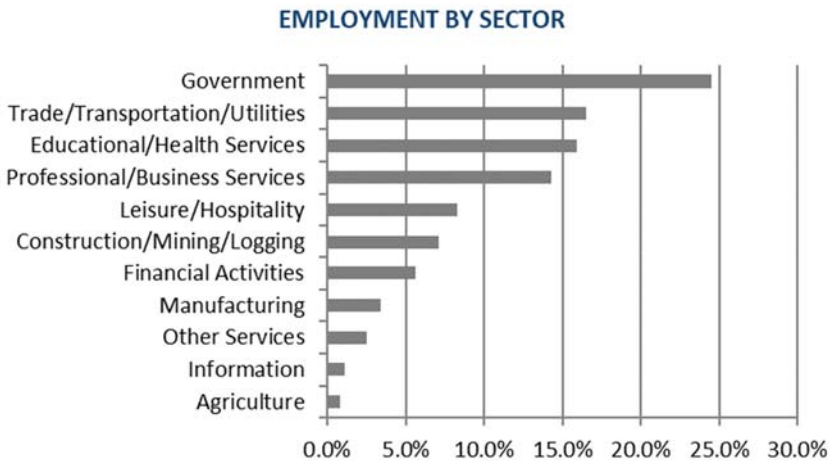
perform essential activities necessary for the health and safety of individuals and their families. These unprecedented measures left just "essential" businesses open. The closure of non-essential businesses has had a significant impact on employment, with some sectors of the workforce impacted more significantly than others.

The average annual unemployment rate in the Sacramento MSA was 3.6% in 2019 and remained in the 3.8%-4.8% range during the first quarter 2020. However, the California Employment Development Department reported an unemployment rate of 14.0% in April 2020 and 13.6% in May 2020. As of December 2020, the rate has dropped to 7.9%, which is above the year ago estimate of 3.2%. This compares to rates of 8.8% for California and 6.5% for the nation in December 2020. The average annual unemployment rate was 8.6% in 2020.

It was reported 71,500 jobs were lost year-over-year as of December 2020, a 6.9% decline. The greatest job loss was in the Leisure/Hospitality sector with 28,400 jobs lost, followed by the Educational/Health Services sector with 15,700 jobs lost and Other Services with 10,400 jobs lost.

The local economy has transitioned from a government and agricultural center to a more diverse economy. Growing industries in the region include healthcare, technology, clean energy and life sciences. The region is a western hub for data processing, customer call centers and other corporate back office support activities. However, the Sacramento market is also largely dependent on the services sector and, as a result, it may be impacted more significantly by the economic disruption caused by COVID-19. The degree of impact will depend at some level on local, state and federal government economic responses and relief aid.

The following chart indicates the percentage of total employment for each sector within the region as of December 2020.



Source: California Employment Development Department

The region's largest employment sectors are Government, Trade/Transportation/Utilities (including retail and wholesale trade), Educational and Health Services, and Professional and Business Services. Government jobs account for 24.5% of total employment in the region. This percentage has declined

in the past couple of decades – government employment was near 30% of the total in 1990. Major government employers include the State of California, U.S. Government, Sacramento County, University of California – Davis and Elk Grove Unified School District. The region's largest private sector employers are listed in the following table.

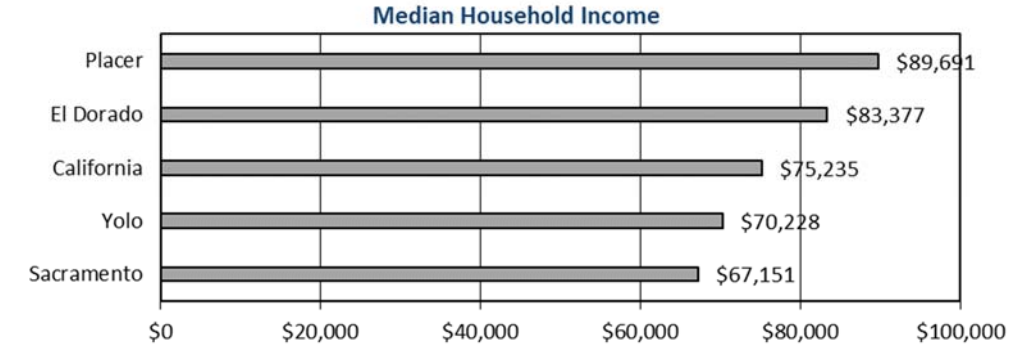
Largest Private-Sector Employers

	Employer	Industry	Employees
1	Kaiser Permanente	Healthcare	23,485
2	Sutter Health	Healthcare	18,947
3	Dignity Health (formerly Mercy)	Healthcare	9,033
4	Intel Corp.	Semiconductors	6,200
5	Raley's	Grocery	5,915
6	Apple, Inc.	Technology / Warehou	5,000
7	Amazon - Sacramento Fulfillment Center	Retail / Distribution	4,500
8	Safeway	Grocery	4,242
9	Adventist Health System/West	Healthcare	3,646
10	Health Net, Inc.	Healthcare Plans	3,227

Source: Sacramento Business Journal, Book of Lists - Sacramento Area Largest Private-Sector Employers, July 2020

Household Income

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. The following chart illustrates the median household income (in 2019 inflation-adjusted dollars) for each county in the region, as well as the state of California.



Source: U.S. Census Bureau, QuickFacts

Placer and El Dorado Counties exhibit the highest income levels in the Sacramento region. Household incomes in these counties are among the highest in California.

Transportation

A significant strategic advantage of the Sacramento region is its proximity to large markets and its transportation accessibility to these markets provided by extensive highway, rail, water and air systems.

The Sacramento region has over 800 miles of maintained state highways. The hub of freeways in the region makes the Sacramento area a good center for freight distribution. U.S. Highway 50, Interstate 80, and the Capital City Freeway are the principal routes for commuters living in the densely populated eastern suburbs. Commuters from the north and south of Sacramento travel on Interstate 5 and State Highway 99. State Highways 65 and 70 link Placer County to Yuba and Sutter Counties to the north. Interstate 5 provides a direct route to Redding, Oregon and Washington to the north and Los Angeles to the south. Interstate 80 extends travel to Nevada and Utah to the east and the San Francisco Bay Area to the west. Lake Tahoe and Nevada are accessible within a couple hours traveling east on U.S. Highway 50, which originates in Sacramento. State Highway 99 provides access from the upper Sacramento Valley through the San Joaquin Valley to the south.

The main public transit system in the Sacramento area is operated by Sacramento Regional Transit District (SacRT), with additional service provided by other local public and private transit operators. SacRT covers nearly 400 square miles and transports approximately 23 million passengers annually by means of 205 buses, 23 shuttle vans and 97 light rail vehicles. Light Rail began operation in 1987 along a two-pronged route linking Downtown Sacramento with populous suburbs to the east and north. In 2003 and 2004, SacRT completed extensions to the Meadowview area in South Sacramento (Blue Line) and Sunrise Boulevard in Rancho Cordova (Gold Line). In 2005, an eastward extension to the city of Folsom was completed. In 2012, SacRT completed the first phase of the Green Line to the Airport light rail extension with the opening of the Green Line to the River District. This 1.1-mile light rail extension to the north connected Downtown Sacramento to the River District. In August 2015, SacRT opened the second phase of the Blue Line project, extending the line 4.3 miles south to Cosumnes River College.

The Sacramento region has access to a number of railroads. The north-south and east-west main lines of the Union Pacific Railroad intersect in Sacramento; Sacramento also has access to the Burlington Northern Santa Fe Railway as a result of the merger of Union Pacific and Southern Pacific in 1996. Union Pacific's major freight classification facility for Northern California, Nevada and Oregon is located in Roseville (Placer County). Amtrak provides daily passenger service from Sacramento. The Capital Corridor system provides high-speed commuter rail service from Roseville to San Jose.

The region has good water transportation capabilities. The Port of Sacramento is a deep-water port located 79 miles northeast of San Francisco in the city of West Sacramento, serving ocean-going vessels handling a variety of cargo types. The 30-foot depth of the channel, along with extensive rail and truck cargo handling facilities, make the Port highly productive for long distance shipping. The Port is equipped for handling bulk cargo and some agricultural and forest products.

Finally, the region includes several air transport facilities. Most notably, Sacramento International Airport is served by 12 passenger carriers and numerous cargo carriers. Major expansions of the terminals and parking facilities were completed between 2004 and 2012. In 2017, 10.9 million passengers traveled through Sacramento International Airport; 12.05 million passengers traveled in

2018, and 13.17 million passengers traveled in 2019. Service declined significantly in 2020 as a result of the coronavirus outbreak and restrictions on travel, with an estimated 5.58 million passengers. The region is also served by Sacramento Executive Airport, Lincoln Regional Airport, McClellan Airfield, Mather Airport (the latter two being former Air Force Bases) and several smaller airports and airfields.

Recreation & Culture

The Sacramento region offers innumerable recreational and cultural opportunities. The American River Parkway offers 5,000 acres of recreation area along both sides of the river for 30 miles, with Folsom Lake situated at the eastern end. The Sacramento-San Joaquin Delta has over 1,000 miles of waterways. The rivers and lakes within the Sacramento Area offer boating, fishing and water-skiing opportunities. In addition, numerous parks and golf courses are located throughout the region. Professional sports teams in Sacramento include an NBA team (the Sacramento Kings) and a Triple-A minor league baseball team (the River Cats).

Cultural attractions in the region include the Old Sacramento Historic District, California State Railroad Museum, Crocker Art Museum, Historic Governor's Mansion, Sutter's Fort State Historic Park and Sacramento Zoo. Sacramento is home to several theaters and performing arts centers offering world-class shows. Annual events in Sacramento include the California State Fair and the Music Circus.

In terms of higher education, the region's largest universities are the University of California Davis and California State University, Sacramento. Six community colleges are located in the region, including Sierra College, American River, Cosumnes River, Folsom Lake, Sacramento City and Woodland Community College. Several private colleges are located in the area, as well as satellite campuses of colleges headquartered elsewhere. The region also contains numerous vocational schools.

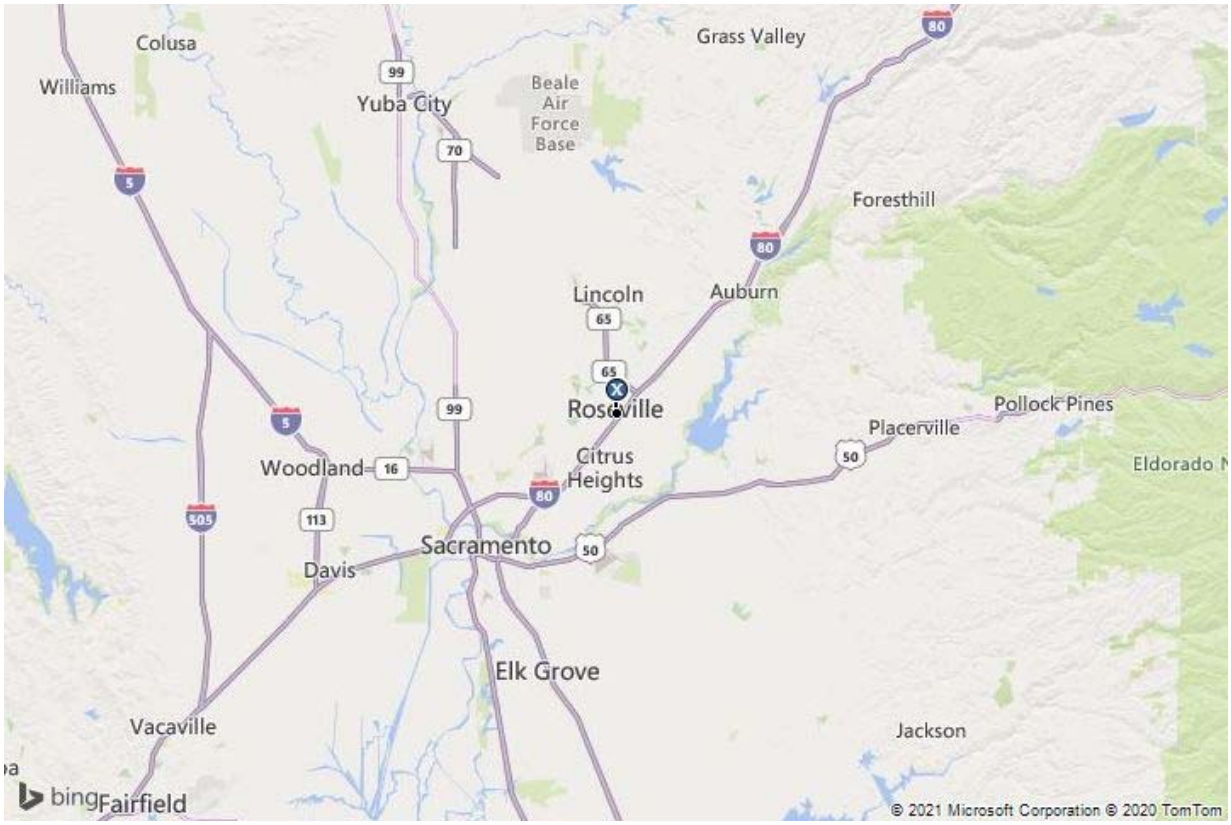
Other recreational and cultural opportunities are available within a short drive of the Sacramento area. To the west are the San Francisco Bay Area, the Napa Valley wine country, the coastal redwood forests, and the beaches of the Pacific Ocean. To the east are Lake Tahoe and the Sierra Nevada Mountains, which are home to more than a dozen snow-skiing resorts. Legalized casino gambling is available in Nevada, as well as several tribal casinos in the Sacramento region.

Conclusion

The Sacramento region is the fifth-largest metro area in California, with average population growth of 1.1% per year over the past five years. The area's advantages include a diverse economy, mild climate, seismic stability, ample recreational and cultural opportunities, and expansive transportation systems. Further, the region offers greater affordability compared to the Bay Area and Southern California.

After a period of contraction in the economy and real estate markets around 2008-2010, the region experienced improvement in employment and economic conditions over the past few years and most real estate sectors showed signs of expansion. However, employment conditions declined sharply in April 2020 following stay-at-home mandates and non-essential business closures, and the near-term outlook is uncertain as a result of the COVID-19 pandemic. A better understanding of the potential impacts will be gained as economic policies aimed at financial relief and resuming business operations are implemented. The historical stability of the local economy and emergence from past recessions bodes well for the long-term outlook for the region.

Area Map


Colusa
Williams
Yuba City
Beale Air Force Base
Grass Valley
Foresthill
Lincoln
Auburn
Roseville
Pollock Pines
Placerville
Citrus Heights
Woodland
Sacramento
Davis
Elk Grove
Vacaville
Fairfield
Jackson
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Surrounding Area Analysis

Introduction

This section of the report provides an analysis of the observable data that indicate patterns of growth, structure and/or change that may enhance or detract from property values. For the purpose of this analysis, a neighborhood is defined as “a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

Neighborhood Boundaries

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located within the downtown area of the City of Roseville. The subject’s neighborhood can generally be described as Interstate 80 to the east, Douglas Boulevard to the south, Foothills Boulevard to the west, and Pleasant Grove Boulevard to the north.

Access and Linkages

The subject property is located at the southwest corner of Royer and Taylor Streets, north of Douglas Boulevard. Royer and Taylor Streets are interior streets. Primary neighborhood thoroughfares in the subject’s vicinity include Washington Boulevard, Main Street, Church Street, Atlantic Street, Douglas Boulevard and Riverside Avenue. The latter three thoroughfares connect with Interstate 80 within two miles of the subject. Interstate 80 is a major east-west freeway connecting the area with Sacramento and San Francisco to the west and Reno, Nevada to the east. South of the subject property are railroad tracks used by Union Pacific for freight transport and Amtrak for passenger transport. The Union Pacific Rail yards are located south of the subject, east of Foothills Boulevard. Amtrak’s passenger rail station is located on Pacific Street in Downtown Roseville southwest of the subject and provides daily service to Sacramento, Davis, Martinez, and Emeryville to the west; to the east, the trains connect with Colfax, Truckee and Reno and ultimately reach Chicago, Illinois.

Public transportation in the neighborhood is available via Placer County Transit (PCT), a regional bus system that serves Roseville, Granite Bay, Loomis, Rocklin, Auburn, and Colfax. Currently, the PCT has a free transfer agreement with all of the Sacramento Regional Transit buses and trains.

Demographic Factors

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2021 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Roseville, CA (city)	Placer County, CA
Population 2010	14,377	105,594	283,914	118,788	348,432
Population 2021	14,304	113,780	314,738	138,841	402,773
Population 2026	14,408	117,480	326,826	144,989	421,090
Compound % Change 2010-2021	0.0%	0.7%	0.9%	1.4%	1.3%
Compound % Change 2021-2026	0.1%	0.6%	0.8%	0.9%	0.9%
Households 2010	5,744	40,392	105,405	45,024	132,627
Households 2021	5,998	44,183	116,846	52,937	154,777
Households 2026	6,132	45,812	121,368	55,421	162,359
Compound % Change 2010-2021	0.4%	0.8%	0.9%	1.5%	1.4%
Compound % Change 2021-2026	0.4%	0.7%	0.8%	0.9%	1.0%
Median Household Income 2021	$56,892	$83,253	$87,733	$96,142	$95,620
Average Household Size	2.3	2.6	2.7	2.6	2.6
College Graduate %	25%	34%	35%	42%	40%
Median Age	40	40	39	40	43
Owner Occupied %	48%	59%	65%	66%	71%
Renter Occupied %	52%	41%	35%	34%	29%
Median Owner Occupied Housing Value	$367,605	$439,838	$454,845	$515,988	$563,277
Median Year Structure Built	1967	1985	1989	1996	1994
Average Travel Time to Work in Minutes	25	27	29	28	30

Source: Environics Analytics

As shown above, the current population within a 3-mile radius of the subject is 113,780, and the average household size is 2.6. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the City of Roseville overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is $83,253, which is lower than the household income for the City of Roseville. Residents within a 3-mile radius have a lower level of educational attainment than those of the City of Roseville, while median owner occupied home values are considerably lower.

Land Uses

The subject neighborhood contains a mix of residential, commercial and community uses. The neighborhood is estimated to be over 90% built-out. The immediate vicinity of the subject represents the Downtown/Historic Old Town District of Roseville. Downtown is located south of the railroad tracks primarily along the Vernon Street corridor, while, Historic Old Town is located north of the railroad tracks and is bounded by Main Street to the north, Pacific Street to the south, Washington Boulevard to the west and Lincoln Street to the east.

The subject's immediate area and just north, has enjoyed recognition as a revitalized historic commercial district and benefits from its proximity to significant mature and new residential development, as well as regional transportation routes. The subject's neighborhood is primarily composed of mature retail development with supporting residential and office development interspersed throughout. The residential development in the neighborhood is generally targeted toward median-income buyers and is primarily located south and west of the subject property. The

quality and condition of the homes in the subject's neighborhood are considered average relative to other areas of Roseville.

In order to support private and public investment in the area, the City of Roseville has focused on several public improvement projects that will benefit the subject neighborhood. Additionally, the City has been actively working on the Downtown Vernon Street and Historic Old Town Specific Plan Project, which will help implement the Downtown Vision created by planners in early 2006. The Roseville City Council adopted the Downtown Specific Plan on April 1, 2009. The project area is 160 acres and includes Vernon Street, Historic Old Town, Royer Park, Dry Creek and the Oak Street/ Douglas corridor. The goals of the project are to improve connectivity within Downtown as well as between Downtown and its surroundings; identify land uses and development standards responsive to market opportunities and that facilitate quality architecture and urban design; reinforce identity through the establishment of character districts and gateway elements; create and enhance public places that support community activity, spirit and involvement; and promote arts, culture, heritage, entertainment and education.

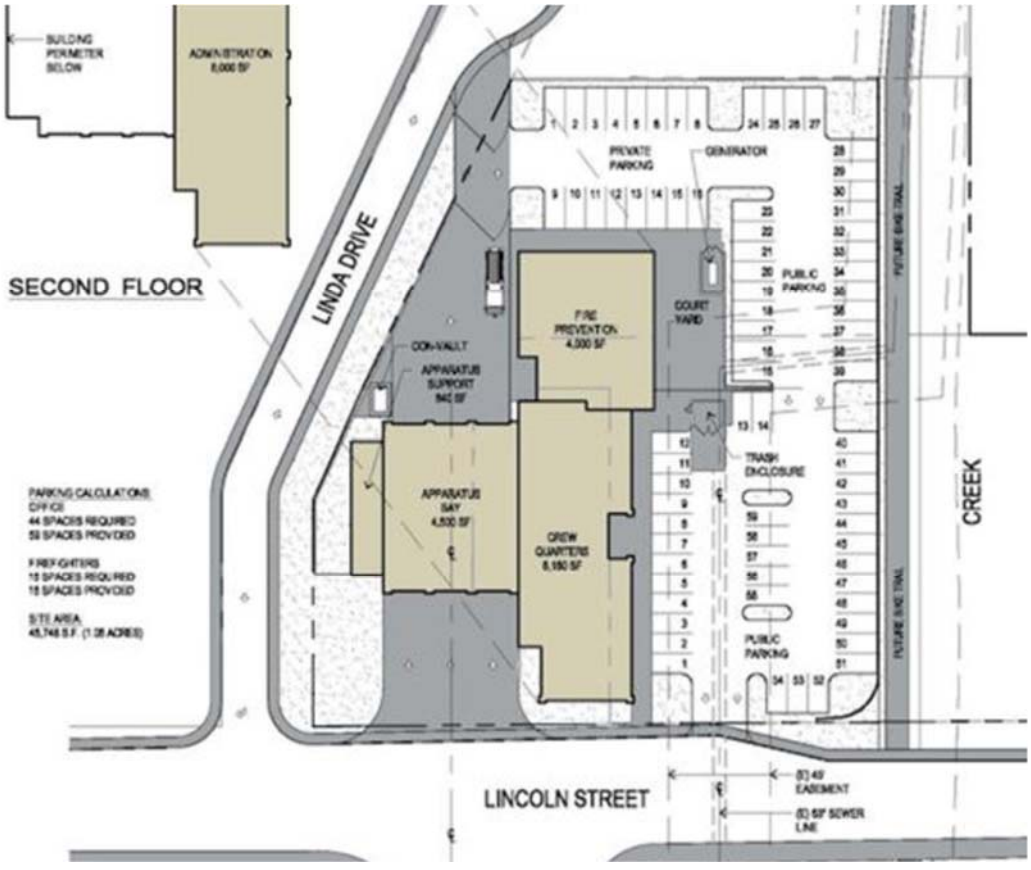
Two prominent structures that have been completed along Vernon Street in Downtown Roseville are the Civic Plaza Office Complex and Parking Garage project. These developments are located between Vernon and Oak Streets at Grant Street. The parking portion was completed in 2007 and is a five-level, approximately 550-space free public parking garage. The parking facility also includes 5,000 square feet of ground floor retail space fronting Vernon Street that is occupied by Roseville Arts. As the neighborhood's first multi-level parking facility, this structure was constructed to meet parking demands and provide supplementary parking inventory into the future. The Civic Plaza Office Complex consists of a four-story, 50,000± square foot office building with ground floor retail space located at 116 S. Grant Street. Construction of this building was ultimately completed to warm shell condition in early 2016. The building remained vacant for several years before the Roseville City Council approved the purchase of the property in December 2019 and will be partially occupied by the City utility Roseville Electric.

The Vernon Street Town Square project commenced construction in August 2012 and was completed in August 2013. The Vernon Street Town Square is located adjacent to the Roseville Civic Center and is bordered by Oak, S. Grant, and Vernon Streets. The purpose of the Town Square project was to provide a public space that can accommodate a variety of events and activities year-round. The space provides landscaping and lighting, event amenities (stage, convertible spaces, etc.), an interactive water fountain, signage and other improvements. The total cost was estimated at $4.5 million. Current events include, but are not limited to, free concerts, Wine down at Town Square, Comedy Night, Movie Night Sing-Along, Food Truck Mania and Friday Flicks.

Another four-story, 83,000± square foot mixed-use building (ground floor retail and office on the upper floors) was completed in late 2016. The building is located at 316 Vernon Street and replaces the old city hall building. The new building houses a large portion of the city staff and adult education/continuing education classes for Sierra College. Construction of a second parking garage at the corner of Oak and Washington Streets was completed and opened for operation in mid-June 2018. This garage has seven-stories with 429 parking spaces, bringing the total garage parking to nearly 1,000 spaces.

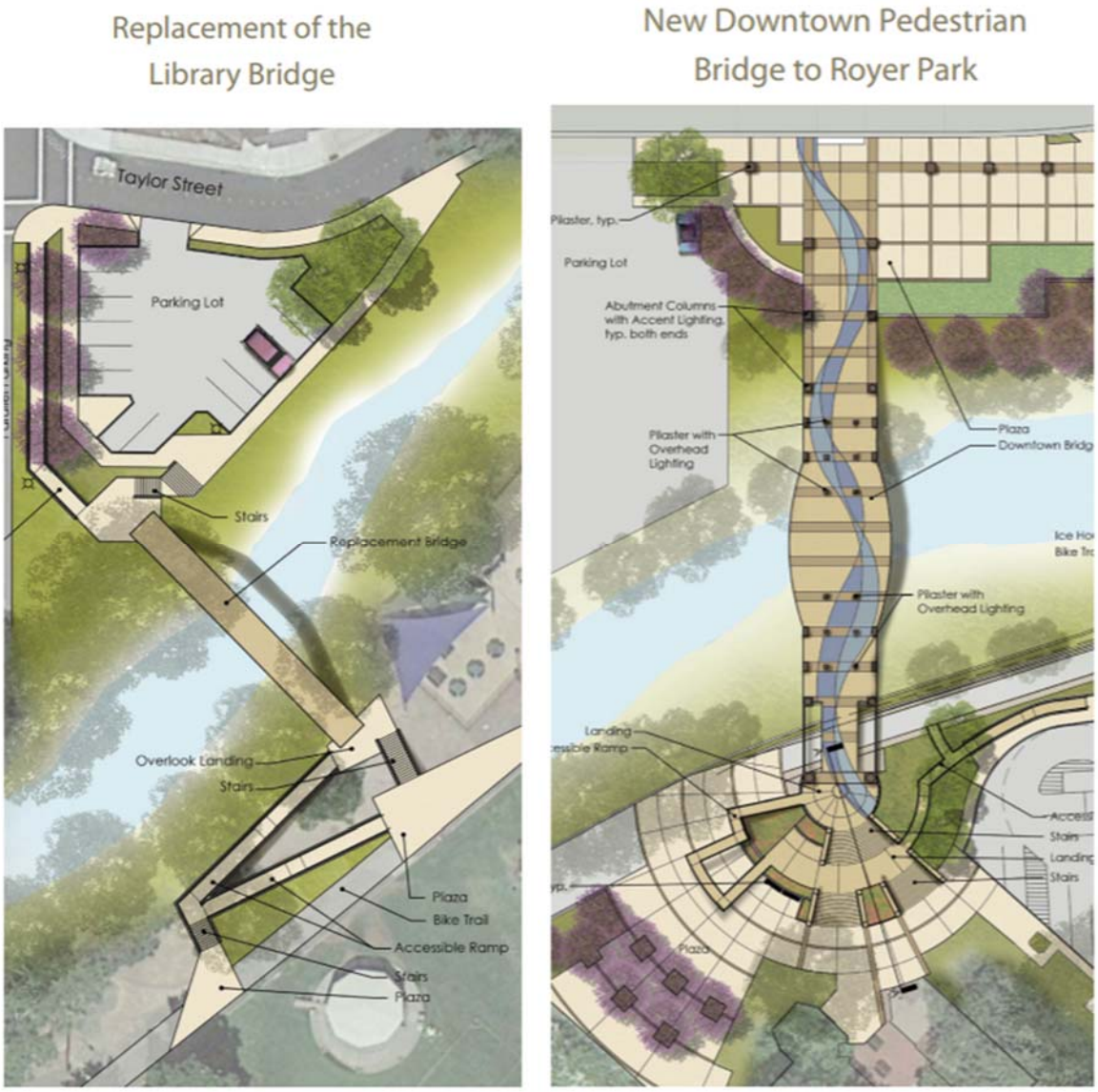
Other recently completed and proposed projects include the construction and relocation of the existing fire station from 401 Oak Street to the corner of Oak and Lincoln Streets, the Bridges and Trail project, The Lohse Apartments and a more recently proposed project in the historic downtown Roseville area, Junction Crossing. A summary description (some *verbatim* from city documents) as to what is proposed, and some design drawings are as follows:

- *"The relocation of Fire Station #1 from the intersection of S. Grant Street and Oak Street will provide an approximately 3-acre development site. Integrated into the development is a creek walk intended to connect Douglas Blvd. to the current Icehouse bridge location. From there you will be able to gain access to the fully completed bike trail system that will take you all the way out to Sierra College Blvd. This level of development will then help to activate the Downtown! As part of the Downtown Specific Plan the relocation of Fire Station No. 1 was supported by the community. An evaluation of where to site a new station was performed and the intersection of Oak and Lincoln Street was selected."* Construction of the new fire station was recently completed and opened June 2018



- *"The Downtown Bridges and Trails Project continues implementation of that vision by providing three important bridge connections across Dry Creek and continuation of the Dry Creek/Miners Ravine trail system. The project implements the Downtown Vision by improving connections between Royer Park and the Vernon Street/ Town Square area, and by closing the gap in the Class I trail system."* As of September 2019, construction of all three bridges was completed.

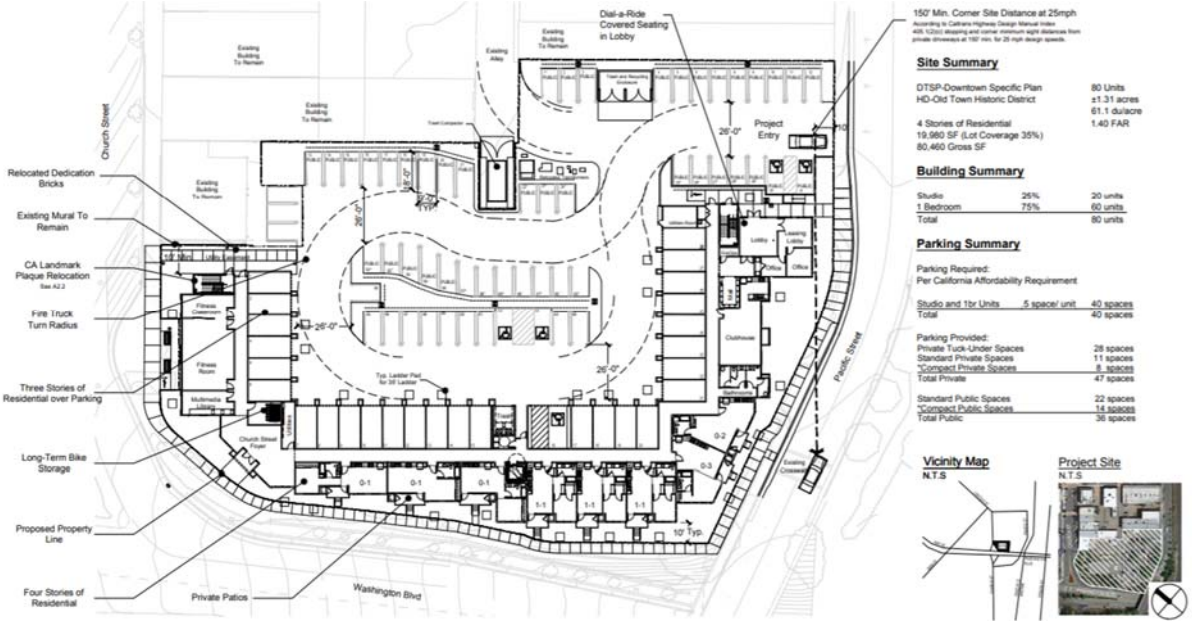
Rotation of the Rube Nelson Ice House Bridge and Extension of the Class I Trail



- The Lohse Apartments: The Lohse Apartments is a four-story, mixed-use project located at 623 Vernon Street. The project includes 58 affordable housing units with approximately 2,900 square feet of ground-floor retail space. The property also includes 60 underground and four surface parking spaces. Project amenities include a community room, computer area, lounge area and laundry room and outdoor play facilities in a central courtyard. The project is comprised of one-, two- and three-bedroom units ranging in size from 557 to 1,095± square feet. The project was developed by Mercy Housing California and was primarily funded through affordable housing tax credits. The project was completed and held its grand opening in early 2019.

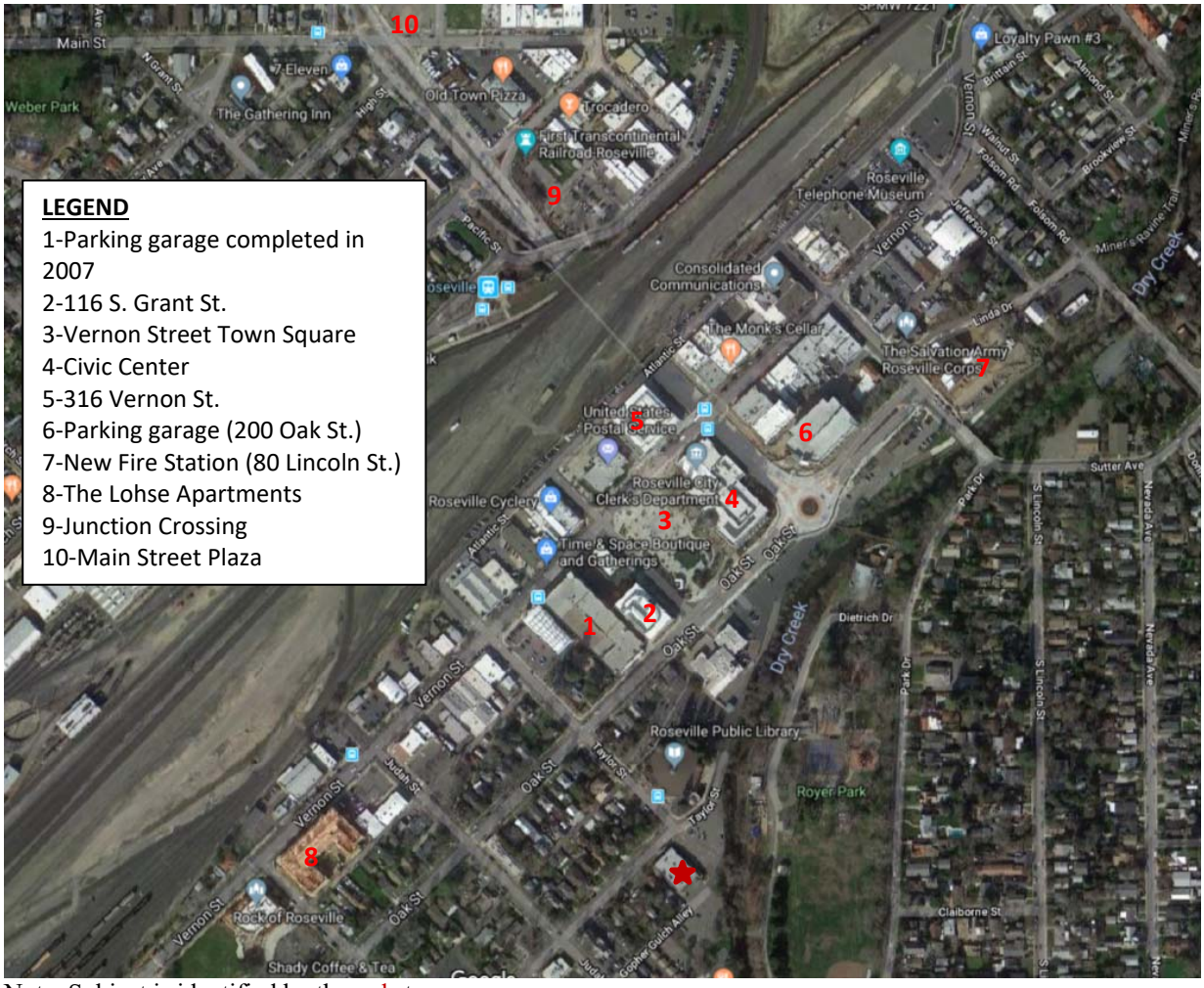
- Junction Crossing: *"The applicant requests approval of a Minor Design Review Permit to allow a four-story, approximately 80,460 square foot, 80-unit affordable multi-family residential building, with associated parking for St. Anton's Communities. A Tentative Subdivision Map is also requested to allow the merging and resubdivision of 11 parcels, totaling approximately 1.38 acres, into two parcels (Parcel 1 = 0.07 acres, Parcel 2 = 1.31 acres), with right-of-way abandonments and dedications, consistent with Government Code Section 66499.20.2."*

JUNCTION CROSSING


Dial-a-Ride
Covered Seating
in Lobby
150' Min. Corner Site Distance at 25mph
Site Summary
DTSP-Downtown Specific Plan 80 Units
HD-Old Town Historic District ±1.31 acres
61.1 du/acre
4 Stories of Residential 1.40 FAR
19,980 SF (Lot Coverage 35%)
80,460 Gross SF
Building Summary
Studio 25% 20 units
1 Bedroom 75% 60 units
Total 80 units
Parking Summary
Parking Required:
Per California Affordability Requirement
Studio and 1br Units .5 space/ unit 40 spaces
Total 40 spaces
Parking Provided:
Private Tuck-Under Spaces 28 spaces
Standard Private Spaces 11 spaces
*Compact Private Spaces 8 spaces
Total Private 47 spaces
Standard Public Spaces 22 spaces
*Compact Public Spaces 14 spaces
Total Public 36 spaces
Vicinity Map
N.T.S
Project Site
N.T.S
Church Street
Relocated Dedication Bricks
Existing Mural To Remain
CA Landmark Plaque Relocation
Fire Truck Turn Radius
Three Stories of Residential over Parking
Long-Term Bike Storage
Proposed Property Line
Four Stories of Residential
Private Patios
Washington Blvd
Project Entry
Pacific Street
10' Typ.

- Main Street Plaza: A 65-unit affordable housing project located at the intersection of Washington Boulevard and Main Street. The project will offer one-, two- and three-bedroom unit types and ground-floor retail. Construction commenced in the first quarter of 2019 and the project was completed in March 2021.

The following map illustrates the projects discussed and their location in relation to the subject.



Note: Subject is identified by the red star

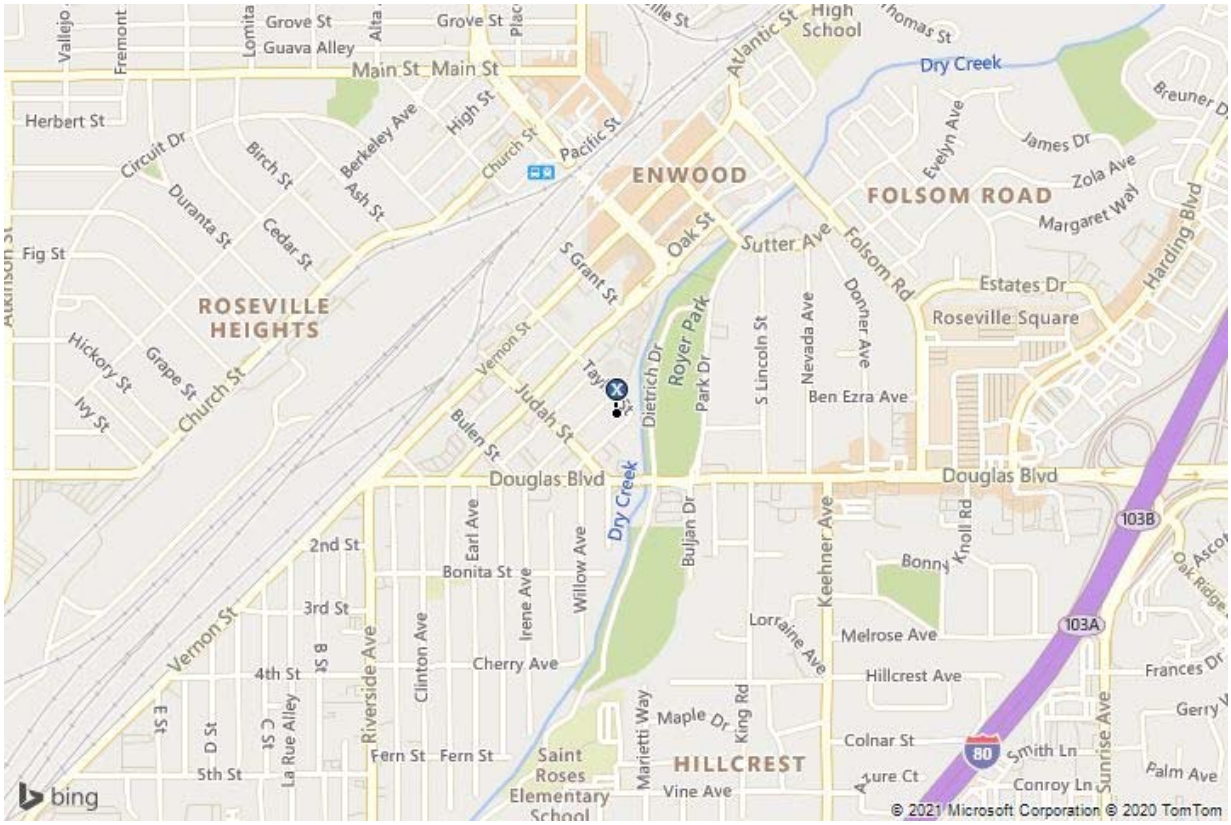
Community Uses

There are several community uses in the neighborhood, such as schools, churches, parks, and recreational and cultural facilities. Parks near the subject property include William L. Taylor Park to the east and Royer Park to the south. The subject is also proximate to numerous religious facilities of various faiths. Bradford Woodbridge Fundamental Elementary School is located northwest of the subject and Roseville High School is located northeast of the subject. Additionally, the Placer County Fairgrounds and All American Speedway are located to the northwest.

Outlook and Conclusions

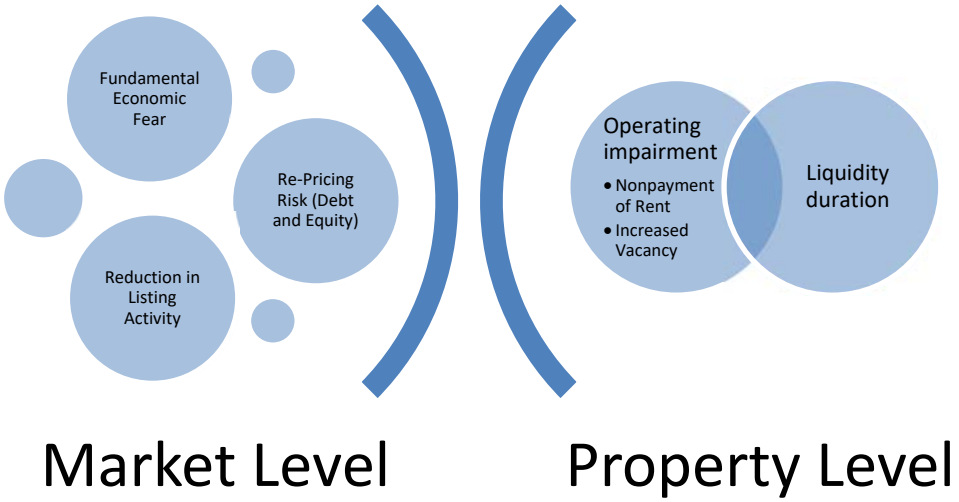
In summary, a balance of residential and supporting commercial and community uses characterize the area. The historic and downtown Roseville areas are experiencing some revitalization of older properties and redevelopment and these trends are expected to continue for the next few years. However, market participants are cautious at this time due to the expected recession resulting from COVID-19.

Surrounding Area Map



COVID-19 Impact on Current Valuations

Transaction indicators are the best measure of any impact on values due to COVID-19. Given the unique nature and recency of this event, minimal activity is evident from which to draw benchmark comparisons based on transactional data. In the absence of transaction data, market and property specific empirical data can be gleaned to assist in estimating current value. In this initial phase of the pandemic, early emerging trends include:



As of Monday, January 25, 2021, Governor Newsom lifted the State of California's Stay At Home order effective immediately. California reverted to the previously established color tiered system as each county was moved back to the Purple Tier – Widespread. The four-tier colored system assists in the gradual reopening of the economy as movement through each tier is intended to reintroduce activities and sectors in a phased manner with necessary modifications to protect public health, and result in a lower risk for COVID-19 transmission and outbreak in a community.

The four-tier color-coded system was originally introduced in September 2020; however, a new system was implemented as ICU capacity across the state was anticipated to reach new lows not yet experienced since COVID-19 was declared a pandemic back in March of 2020. In response, Governor Newsom introduced a statewide Stay at Home order on December 5, 2020 that resulted in businesses deemed as nonessential by the State of California to once again close, with strict limitations for businesses that remained opened. Governor Newsom's directive on January 25, 2021 is a significant step in reopening California's economy and overall response to the COVID-19 pandemic.

Under the Purple Tier, the following sectors are allowed to resume and/or continue operations with the following modifications in conjuncture with state mandated social distancing, masking when applicable, and increased surface sanitization:

- **Retail:** Allow indoor operation at 25% capacity, and 50% of capacity for standalone grocery stores. Additionally, special hours should be instituted for seniors and others with chronic conditions or compromised immune systems.
- **Shopping centers:** Allow indoor access at 25% capacity. Additionally, special hours should be instituted for seniors and others with chronic conditions or compromised immune systems.
- **Hotels and lodging: Allow for COVID-19 mitigation and containment** measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations. As well as leisure travel is now open.
- **Entertainment production:** Industries, studios, and other related establishments such as establishments that provide content for professional broadcast can operate.
- **Libraries:** Are now allowed open for indoor activities with a maximum 25% capacity
- **Personal Care Services:** Nail salons hair salons, barbershops, electrolysis operations, etc. can operate indoors.
- **Professional sports**: Can take place without live audience
- **Restaurants:** Are open for to-go/ take out orders, as well as outdoor seating under tents. Indoor seating is still prohibited. Additionally, Bars, pubs, breweries, and distilleries offering sit-down meals may operate outdoors as long as no more than two sides are enclosed with non-permeable walls.
- **Schools:** schools that have reopened for in-person instruction, either under a waiver or while Sacramento County was in Red Tier 2 (Sep. 29 – Nov. 10, 2020) are permitted to continue to conduct in-person instruction with mitigation measures in place. Schools that have no reopened must wait until they are eligible again, either when Sacramento County returns to Red Tier 2 for at least two weeks or through State of California approved process for school reopening.
- **Family Entertainment Centers: bowling alleys, miniature golf, batting cages, etc.**
- **Gyms and Fitness centers**
- **Movie theaters:** Maximum 25% capacity or 100 people, whichever is fewer
- **Museums, zoos and aquariums**
- **Places of Worship:** Maximum 25% capacity or 100 people, whichever is fewer
- **Playgrounds, dog parks, skate parks, and recreational facilities**

Based on discussions and interviews with a wide range of market participants, a variety of factors and concerns are prevalent in the market that will likely have a negative impact broadly on CRE values, depending on property type and region. However, the broader market will experience a myriad of issues based on survey respondents including:

Uncertainty	Lender Concerns	Publicly Traded Securities	Return Requirements
• Restricted access to capital • Unemployment concerns (increasing to 15% in Q2) • GDP decline (-30% in Q2) • Duration of crisis	• DSCR are impacted based on changes in rental revenue and collections • Loan covenants could trigger due to changes in near-term value • Borrowers are concerned about their tenants' ability to pay rent • Borrowers are concerned about their ability to keep their loans current • Lenders are also concerned about the need for loan modifications or work outs	• Stock indexes were down approximately 25% to 30% but have since rebounded • REIT pricing was down approximately 25% but have since rebounded • Crude oil was down approximately 40% but has since partially rebounded	• Interest rates may stay in the 4% - 4.5% range, despite the Federal Reserve's reduction efforts. Banks tightly manage their capital reserves and ratios, and therefore are requiring higher spreads for current risk profile • Durability of Cash Flow forces (new) equity investors to reprice risk. Standby (available, uncommitted) equity now has to be patient until a clearer "path forward" emerges • Impact on cap rates would be upward

Each of the above observations provides empirical evidence that the market has shifted downward and real estate values will likewise be impacted, but to what degree is not certain.

Few experts or economists at this point are willing to state a threshold duration at which point everything will return to normal quickly, versus a duration of limited economic activity that spirals into worldwide recession. At the moment, the prevailing hope of the world is that science miraculously manufactures a cure, while in the meantime, social activity has slowed worldwide.

Integra Current Valuation Framework (Q2 - present)

The preceding property market analysis focuses on recent historic trends before the physical and social impacts of the COVID-19 pandemic were revealed in the U.S. in early March 2020. What we do know with reasonable certainty:

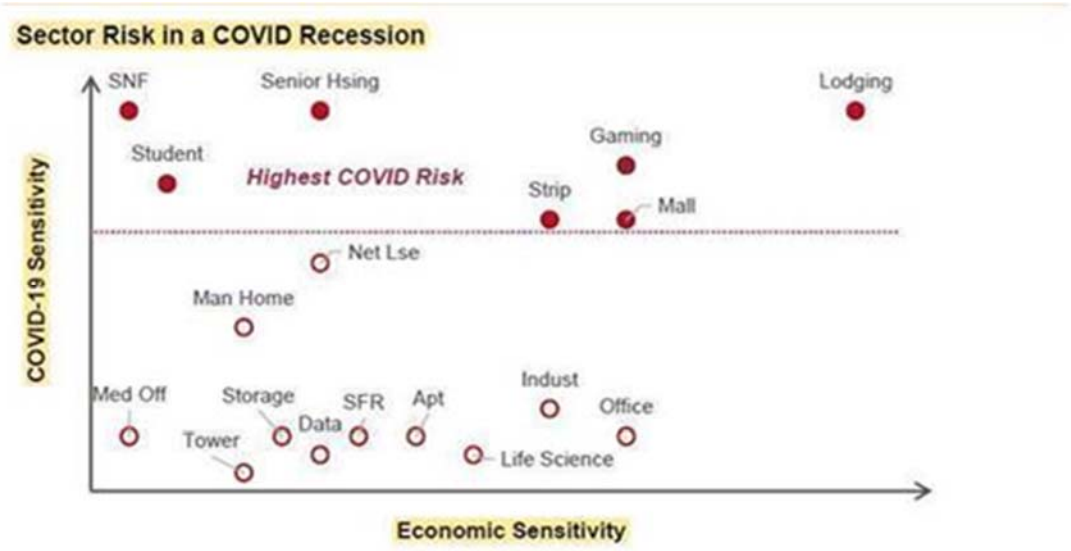
- Q2-Q3 economic performance was dismal, though employment figures have since improved somewhat.
- Shelter-in-Place and Stay-at-Home executive orders and phased reopenings will have a profound impact on GDP with rising unemployment damaging forward economic performance for six months at a minimum.
- The Federal Reserve's attempt to lower nominal rates was thwarted by lenders setting floors on spreads. Congress subsequently approved a $2 Trillion stimulus package on March 27, 2020. This provided some economic relief, but businesses, owners, investors, and bankers need to support payroll retention and an aggressive program of economic goodwill throughout all sectors of the economy.

Everything forward beyond those three known factors remains subject to considerable risk/uncertainty. Our recent surveys of market participants indicate a focus in the following areas impacting value:

- Impacts could (should) vary by property type, class, and location
- Cost of capital (both debt and equity) is increasing, but at different rates for different asset classes
- Declines in property operations/forecasts (NOI) vary in duration based on property type, class; location, and tenant durability under potential recessionary pressures
- Increases in cap rates (and normalized yields) will vary by property type, class and location as will the underlying assumptions on stabilized or periodic cash flow
- Marketing times for most assets will increase. To a large extent, deal flow was halted based on the sheer physical constraints imposed on property showings/due diligence, etc. under distancing restrictions. As these restrictions are lifted, the market is showing signs of activity, some pent up demand and increased interest, although commercial property deal flow remains muted.

Impact by Property Type, Class & Location

Below is a graph from Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) are less affected than for example lodging and malls where social distancing is challenging.



Cost of Capital/Liquidity

The cost of capital, both for debt and equity, had been at near historic lows through early 1Q20. Borrowers had a myriad of options from a variety of capital sources. As the crisis began to unfold in early 2020, treasury rates were moving down as the Fed sought to keep the market liquid. When it became clear the global crisis had landed in the United States, the Fed moved rates to near zero. Many lending institutions instituted floors (spreads widened) because the fixed costs of doing a deal had to be covered.

As lenders came to grips with the severity of the economic outlook, many pulled back from the market altogether while others reacted by raising interest rates, lowering loan to values, increasing reserve requirements, or a combination thereof. Some lenders are “out” while others remain in the market. Clearly, there are fewer options in the market and those options are more expensive. The rise in cost varies notably by property type with agency lenders and HUD determined to provide liquidity to the multifamily market while at the other end of the spectrum, financing a hotel at this point is challenging.

The rising cost of debt and equity and its impact on capitalization rates is illustrated below:

OAR Sensitivity Matrix - 70% LTV/25Yr AM

Interest Rate \ Equity Dividend Rate	3.00%	5.00%	7.00%	9.00%	11.00%	13.00%
3.50%	5.11%	5.71%	6.31%	6.91%	7.51%	8.11%
3.75%	5.22%	5.82%	6.42%	7.02%	7.62%	8.22%
4.00%	5.33%	5.93%	6.53%	7.13%	7.73%	8.33%
4.25%	5.45%	6.05%	6.65%	7.25%	7.85%	8.45%
4.50%	5.57%	6.17%	6.77%	7.37%	7.97%	8.57%
4.75%	5.69%	6.29%	6.89%	7.49%	8.09%	8.69%
5.00%	5.81%	6.41%	7.01%	7.61%	8.21%	8.81%

An asset for example that historically attracted debt at 3.75 percent and equity (cash on cash) at 5 percent would see a rise in overall capitalization rate of 83bps (6.65% versus 5.82%) if the cost of debt rises to 4.25 percent (50 bp increase) and equity rates move to 7 percent (40 percent increase). All else equal, the rise in the overall rate would equate to a drop in value (potential market conditions adjustment) of 14 percent (.0083 / .0582).

Declines in Property Operations/Forecasts

The lodging, retail, student housing and senior sectors are expecting to suffer the greatest. Once again, this varies by location and type. Restaurant retail is generally viewed as having high risk but is expected to rebound quickly as pent-up demand explodes when social distancing requirements loosen. Grocery retail is performing well with big box stores setting record sales per square foot. Apartments should fare well but once again, varying by type and location depending on the tenant base employment and its ability to weather the crisis. Industrial distribution facilities are expected to perform well while multi-tenant industrial with non-essential businesses may struggle.

There is an expectation in the market that, for many retail centers in particular, tenants will not be paying rent. Without customers, particularly in states with stay-at-home orders, there simply is no revenue available. Tenants and owners alike are reviewing force majeure clauses in their leases.

Rent projections are being held flat in modeling many cash flows going forward with the length of time dependent on the asset type.

Premiums on Capitalization Rates

While many deals have fallen out of contract, other deals are still closing. Some are closing at their pre-crisis contract price levels while many deals are being re-traded in the market with discounts influenced by property type, location and buyer/seller motivations.

As the transaction market solidifies, the impact on capitalization rates will become more clear. The OAR sensitivity matrix presented earlier can be viewed as a potential leading indicator. Some market participants believe the answer to market value lies in the capitalization rates while others believe rates are not moving – only net operating income in the short run is being impacted. Once again, the answers vary by property type and location.

Normalization of Yields

All yield capitalization is based on forward forecasting of property performance to generate a current cash flow, and future forecasted reversion. Therefore, the timeframe for the market to reach a point of pricing transparency to "return to par" is the critical assumption in the yield cap.

The longer or less likely the assumptions are, the higher the near-term yields. Valuation theory and past downward economic cycles suggest a shortening of the holding period and a normalization of "overall yield" applied over the shorter holding period.

As the transaction market solidifies, the impact on investment rates and relationship of assumption risk to market risk will become more clear.

Marketing and Exposure Time

At the present time, there is consensus of declining market demand in CRE transactions, due to market conditions ensuing from COVID-19. It is natural to assume that marketing time on properties either for sale or lease, will be extended for most assets. Comparing recent pre-COVID-19 market time (perhaps the best) to the banking crisis of 2008/2009 (perhaps the worst) can glean insight to potential market times going forward.

Sector	Months on Market March 2008-09	Months on Market March 2018-19	Change in Months	% Change Peak to Trough
Office	29.6	14.8	14.8	100%
Retail	15	11.4	3.6	32%
Industrial	19.6	6.7	12.9	192%
Average	21.4	11.0	10.4	95%

Source: Costar – data presented in Months

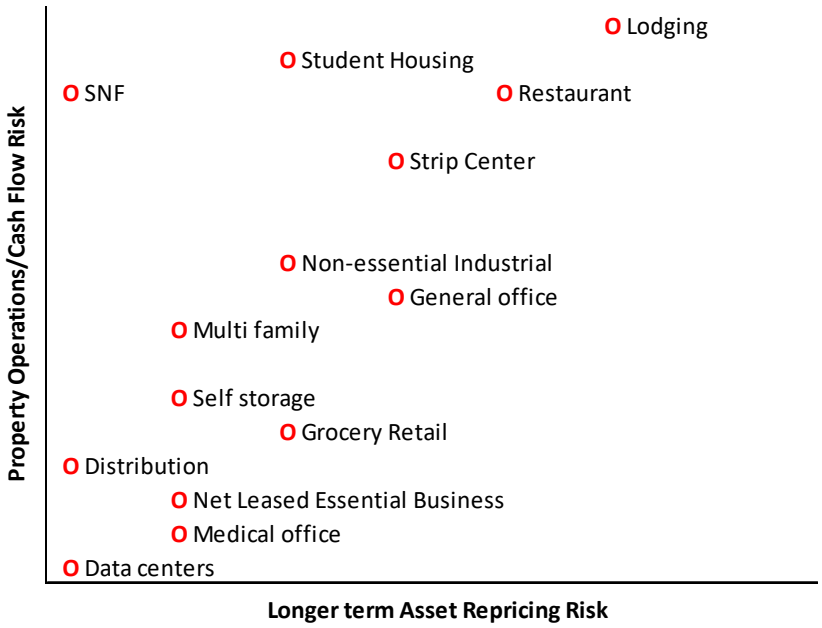
Marketing time increased substantially in the last economic crisis of 2008-2009 from the prior boom with an average of 21 months for major property classes at the bottom of the market. Market times for the trailing 12 months preceding the COVID-19 crisis averaged 11 months. We note these are national averages with well located, better quality assets having substantially lower market times.

Based on this historical perspective, exposure time could potentially double from current levels. This would have to be tempered recognizing that the depth and duration of this current crisis is health centric and may return to more recent norms when a resolution becomes apparent.

Conclusion

Based on the above information, which is empirical more so than transactional, it is clear the market has changed and valuation parameters must be modified. Many market participants believe the current disruption in the market is *operational* in nature with the impact on asset pricing limited to cash flow short falls until the market returns to "normal." Others believe *repricing* risk exists due to the cost of capital (debt and equity) as well as a rethinking of CRE investments.

The following chart represents our understanding of market sentiment regarding operational and repricing risk by property class. Assets in the lower left portion of the chart reflect low near-term cash flow loss expectation and little longer-term repricing risk while the opposite is true for assets in the upper right corner. And as noted throughout, there are various risk profiles within each property type displayed.



Considering the subject's relative sensitivity to the COVID-19 risks as of the effective date of the valuation, we rate the relative risks of the subject as of the effective date in the following table, which is also considered in the valuation of the subject property.

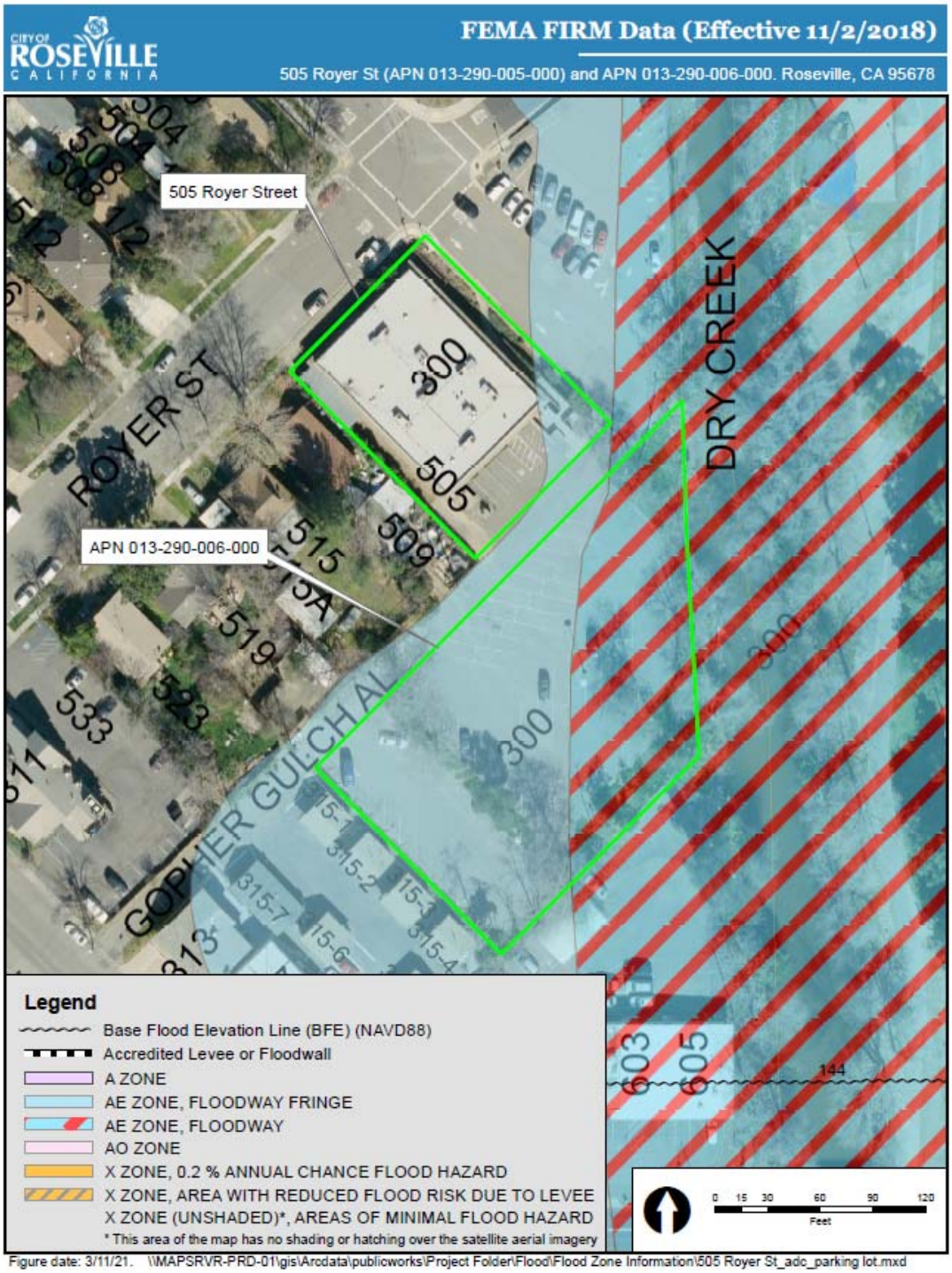
Risk Analysis	
Property Type Sensitivity to Risk	Low – Market participants expect multifamily to be among the property sectors least impacted by the pandemic and quickest to recover post-pandemic. This has shown to be true over the last 12 months.
Property Location Sensitivity to Risk	Low – Although unemployment continues to effect tenant's abilities to pay around the country, the Sacramento MSA has remained relatively strong, and most tenants are keeping up with payments.
Cost of Capital Impact/Risk	Low – Multifamily interest rates are low, and financing is still readily available for assets with durable cash flows.
Property Operations Risk	Low – There is some risk of short-term rent loss should tenants experience a decrease in income resulting from a job loss/furlough and are unable to pay rent. However, the initial impact of job losses due to the pandemic has subsided and while some landlords/owners are focusing on maintaining occupancy and have been negotiating deferred rent agreements for these tenants, overall, rental rates have increased over the past 12 months.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	1.23 acres; 53,657 SF
Land Area (Usable)	1.23 acres; 53,657 SF
Source of Land Area	Public Records
Primary Street Frontage	Royer
Shape	Irregular
Corner	Yes
Topography	Gently Sloping
Drainage	No problems reported or observed
Environmental Hazards	No problems reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	06061C-1031H
Date	November 2, 2018
Zone	X and AE
Description	Outside of 500-year floodplain and within 100-year floodplain
Insurance Required?	Yes
Zoning; Other Regulations	
Zoning Jurisdiction	City of Roseville
Zoning Designation	CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District)
Description	Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use
Legally Conforming?	Appears not to be legally conforming
Zoning Change Likely?	No
Purpose and Permitted Uses	The subject is located in the Downtown Specific Plan area. The purpose of the Downtown Specific Plan is to direct public and private development consistent with the community vision for the downtown specific plan area. Redevelopment within the older areas of the City of Roseville presents unique development challenges. The Downtown Specific Plan Downtown Code is therefore a comprehensive document that provides detailed performance criteria and development standards that are intended to facilitate development while recognizing the area's unique character. The subject is located within the Dry Creek Mixed-Use district (DT-7), which is a Commercial Mixed-Use zone. The Commercial Mixed-Use zones are intended to promote a variety of commercial and higher intensity residential uses and the flexible siting of other uses that are typically considered to be compatible with commercial development. It is the intent of the CMU zoning district to establish a mix of uses, which will be accompanied by overlay zones, to ensure that commercial and higher intensity residential uses will be successfully integrated into desirable, cohesive mixed use districts. The SA, special area district is an overlay district which allows modification of the underlying general district regulations (including both permitted use types and development standards) by reference to regulations adopted either in a specific plan, which applies to the property so classified, or in the ordinance rezoning the property so classified. The Dry Creek Mixed-Use District is comprised of the districts formerly designated Community Commercial (CC) and Floodway Fringe (FF). Principally permitted uses in the Dry Creek Mixed-Use district include mixed-use, retail, restaurants, public/quasi-public, offices, multifamily residential, live/work space and public markets.
Minimum Lot Area	Defined by development design
Maximum Building Height	4-story/60 feet
Maximum Floor Area Ratio	3.5
Parking Requirement	Varies by land use
Other Land Use Regulations	None
Utilities	
Service	Provider
Water	City of Roseville
Sewer	City of Roseville
Electricity	City of Roseville
Natural Gas	PG&E

Portions of the subject are located either within floodplain or floodway zones and there are moderate to substantial restrictions placed on potential development. The following map depicts the areas of the subject located within the floodplain and floodway. Note, APN 013-172-023 is not depicted on the map. This parcel is comprised primarily of a creek and is not developable.



The portion of the property located within the floodplain could be developed with restrictions, such as elevated structures with piers or pylons to allow water to flow through. Development within the floodway is even more restrictive and could likely only be developed with parking or recreational areas. Any development in these areas must be approved by FEMA and the City of Roseville. Generally speaking, the City of Roseville has higher standards for development within the floodplain than FEMA. Note, a potential developer recently discussed developing a 10 foot high ground floor parking with multi-story residential above within the floodplain.

The following table provides a breakdown of total land area and the areas outside and within the floodplain and floodway for each parcel and the alley that will be abandoned.

Land Area Summary

Tax ID	Total SF	Outside FP & FW SF	Floodplain (FP) SF	Floodway (FW) SF	Total Acres	Outside FP & FW Acres	Floodplain Acres	Floodway Acres
013-290-005	16,425	14,789	1,636	0	0.377	0.339	0.038	0.000
013-290-006	34,053	0	20,329	13,728	0.782	0.000	0.467	0.315
013-172-023	982	0	0	982	0.020	0.000	0.000	0.020
Alley	2,197	151	1,850	196	0.050	0.003	0.042	0.005
Total	53,657	14,940	23,815	14,906	1.229	0.342	0.547	0.340

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Easements, Encroachments and Restrictions

An inspection of the subject property revealed no apparent adverse easements, encroachments or other conditions currently impacting the subject. However, the exact locations of typical roadway and utility easements, or any additional easements, which would be referenced in a preliminary title report, were not provided to the appraiser. The appraiser is not a surveyor nor qualified to determine the exact location of easements. It is assumed any easements noted in a current preliminary title report do not have an impact on the opinion(s) of value as provided in this report. If, at some future date, any easements are determined to have a detrimental impact on value, the appraiser reserves the right to amend the opinion(s) of value contained herein.

Seismic Hazards

According to the Seismic Safety Commission, the subject is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

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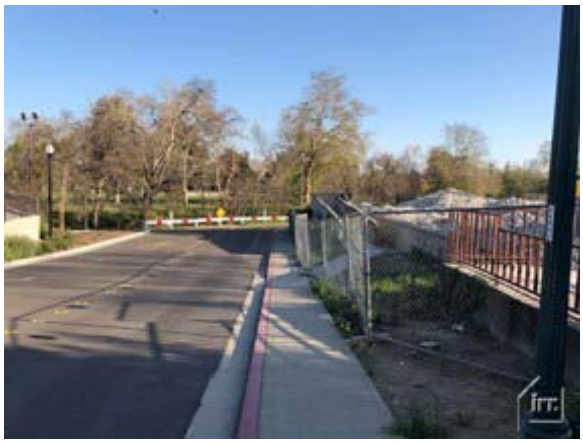
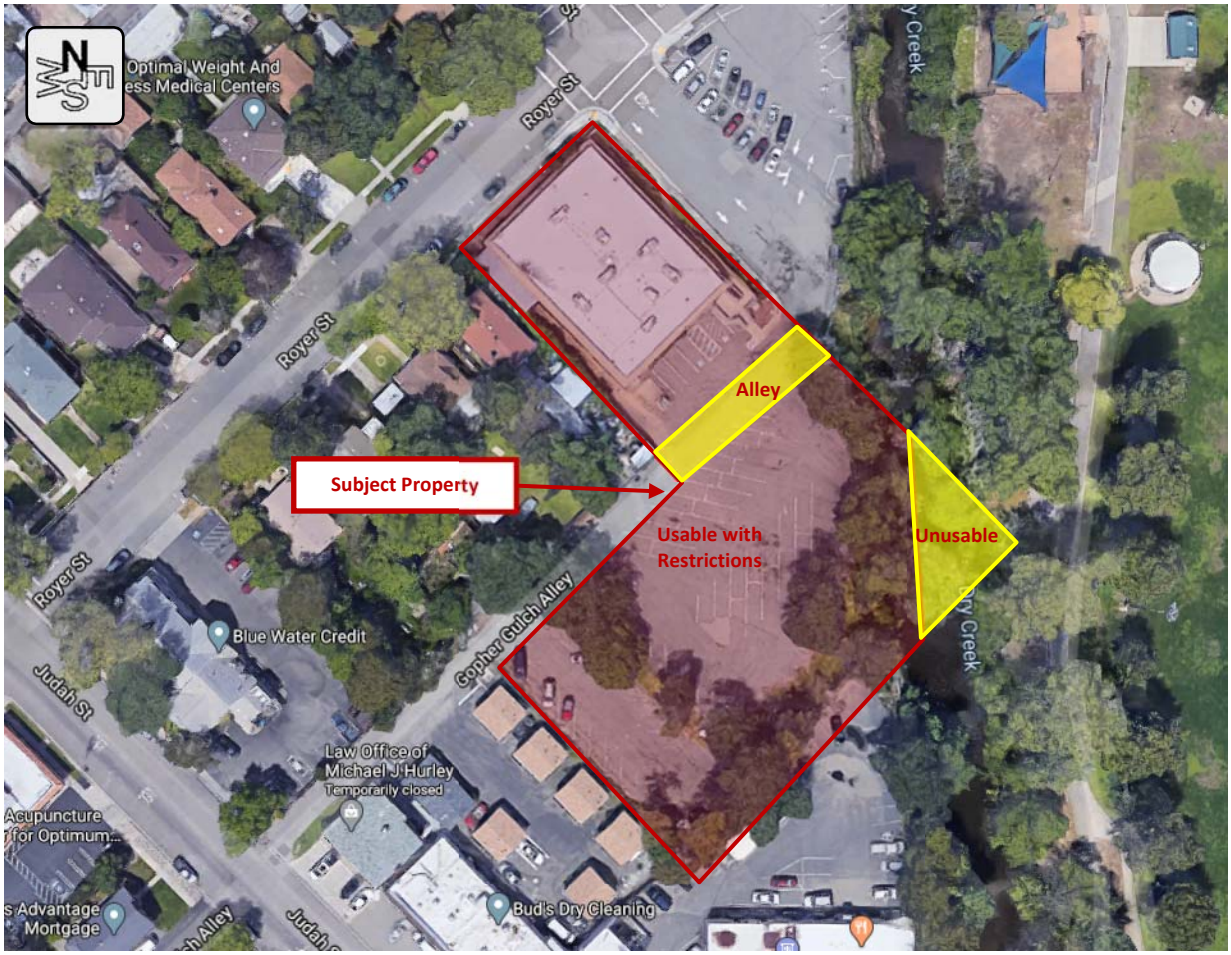
916-991-6154

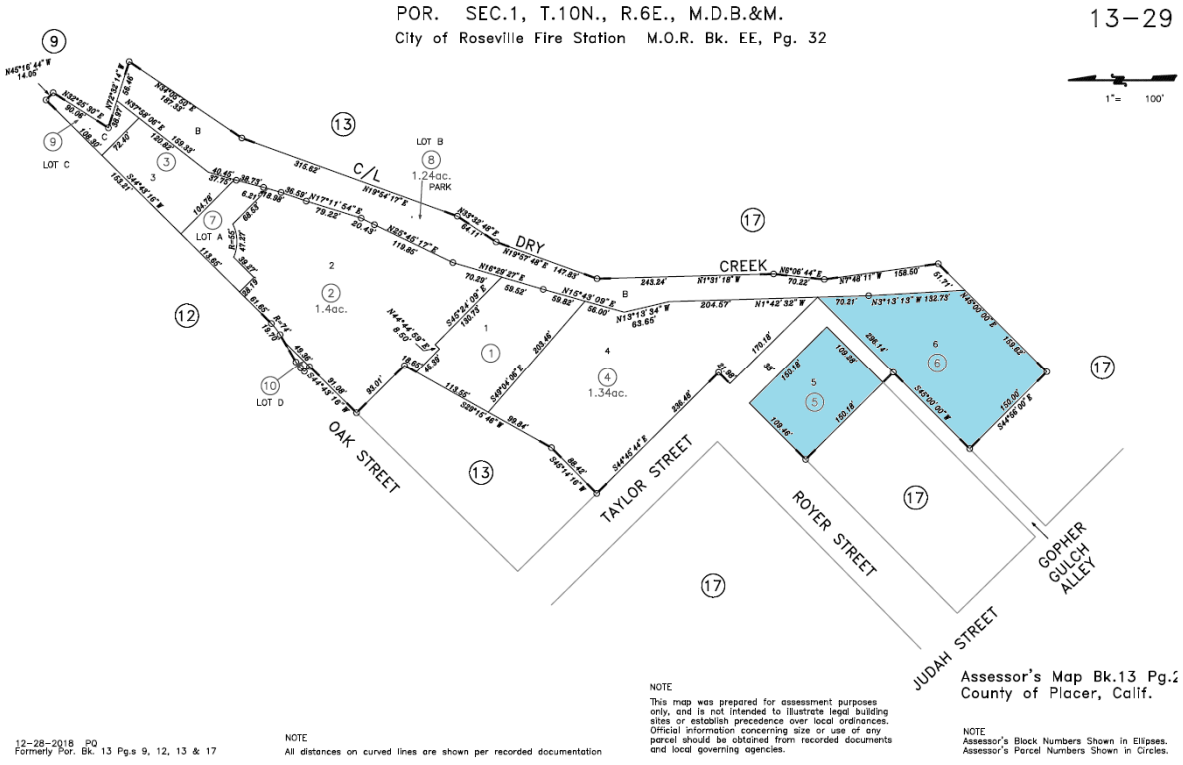


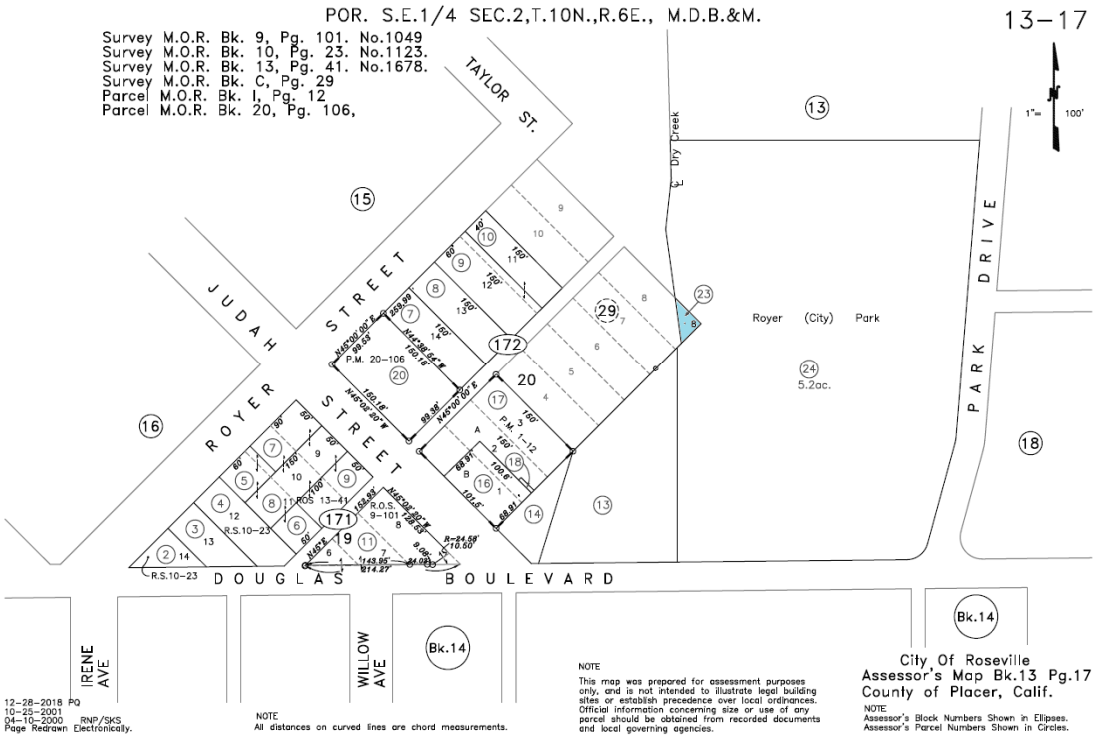
Aerial View



Source: Google Maps (parcel boundaries are approximate)

Parcel Maps


POR. SEC.1, T.10N., R.6E., M.D.B.&M.
City of Roseville Fire Station M.O.R. Bk. EE, Pg. 32
13–29
1"= 100'
DRY CREEK
C/L
LOT A
LOT B
LOT C
LOT D
1.24ac. PARK
1.4ac.
1.34ac.
OAK STREET
TAYLOR STREET
ROYER STREET
GOPHER GULCH ALLEY
JUDAH STREET
12-28-2018 PQ
Formerly Por. Bk. 13 Pg.s 9, 12, 13 & 17
NOTE
All distances on curved lines are shown per recorded documentation
NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.
Assessor's Map Bk.13 Pg.2
County of Placer, Calif.
NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.


POR. S.E.1/4 SEC.2,T.10N.,R.6E., M.D.B.&M.
13–17
Survey M.O.R. Bk. 9, Pg. 101. No.1049
Survey M.O.R. Bk. 10, Pg. 23. No.1123.
Survey M.O.R. Bk. 13, Pg. 41. No.1678.
Survey M.O.R. Bk. C, Pg. 29
Parcel M.O.R. Bk. I, Pg. 12
Parcel M.O.R. Bk. 20, Pg. 106,
TAYLOR ST.
JUDAH STREET
ROYER STREET
DRIVE
PARK
Dry Creek
Royer (City) Park
5.2ac.
DOUGLAS BOULEVARD
IRENE AVE
WILLOW AVE
Bk.14
P.M. 20–106
R.S.10–23
R.O.S. 13–41
R.O.S. 9–101
12-28-2018 PQ
10-25-2001
04-10-2000 RNP/SKS
Page Redrawn Electronically.
NOTE
All distances on curved lines are chord measurements.
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City Of Roseville
Assessor's Map Bk.13 Pg.17
County of Placer, Calif.
NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be reappraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

The subject property is not taxed because it is owned by a public entity. However, if sold to a non-public entity, the subject would be taxed similar to other commercial properties in the vicinity, which would be based on the tax rate applied to the assessed value, plus any additional direct charges. The subject property is located in tax rate area 005-029, which has a current tax rate of 1.073793%.

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Legally Permissible

The legal factors influencing the highest and best use of the subject property are primarily government regulations, such as zoning and building codes. As previously presented, the subject property is zoned CMU/FF/SA - DT-7 (Dry Creek Mixed-Use District), Commercial Mixed-Use/Floodway Fringe/Special Area - Downtown Specific Plan (DT-7 - Dry Creek Mixed-Use District). Principally permitted uses in the Dry Creek Mixed-Use district include mixed-use, retail, restaurants, public/quasi-public, offices, *multifamily residential*, live/work space and public markets. This area has undergone extensive planning and review; zoning modifications are considered highly unlikely. Based on a review of the subject's zoning ordinance, the primary legally permissible uses of the subject property are for retail, office, multifamily residential and/or mixed-use development.

To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, commercial property market conditions, surrounding land uses and the subject's location on interior streets, only multi-family development (some form of apartments, condominiums and/or senior housing) is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use(s) include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, off-site improvements, easements and soil and subsoil conditions. Since the legally permissible test has resulted in a potential for office development, at this point the physical characteristics are examined to see if they are suited for the legally permissible uses.

Locational considerations include the compatibility and position of the subject property with respect to surrounding uses. Based on our physical inspection of the subject property, we know of no reason why the property would not support any legal development.

The topography of the majority of the subject property appears adequate for development. It is noted, APN 013-172-023 is comprised of a portion of a creek and undevelopable. Additionally, a portion of

APN 013-290-005 is located within a floodplain and APN 013-290-006 is located within a floodplain and floodway. These areas are subject to additional development guidelines/restrictions by FEMA and the City of Roseville. The property is not located within a Fault-Rupture Hazard Zone. All utility services are available, and evidence of construction in the immediate area provides additional support for the possibility of development. Typical roadway and utility easements exist but are not unusual in any way. It is assumed any easements do not adversely affect the subject's potential for development.

The subject property is located within the city of Roseville, and the subject's location is considered average for the legally permissible uses. The property is located proximate to the main downtown corridors along Vernon and Oak Streets, which bodes well for the subject, since many retail and office properties are located within walking distance. In addition, the property is proximate to Interstate 80 via Douglas Boulevard. Overall, the subject property has physical characteristics that support the legally permissible uses.

Financially Feasible

The subject property is located in the downtown area of Roseville, which has experienced some revitalization, property appreciation, increased rental rates and new construction in recent years. A determination of financial feasibility is dependent on regional supply and demand influences. In the 12 months leading up to the COVID-19 pandemic, the apartment market was regarded as one of the best performing property investment sectors, with strong increases in rental rates and sale prices in recent years. However, market participants are cautious at this time due to the COVID-19 pandemic, which has substantially increased unemployment and overall uncertainty. Therefore, the highest and best use of the subject as vacant would be a short-term hold for future multi-family development (apartments, condominiums and/or senior housing) until the COVID-19 pandemic has more substantially subsided. Market conditions would then need to be re-evaluated to determine if construction of a multifamily residential property would be financially feasible. Our expectation is once the crisis is over the multifamily market will return to robust market conditions. but will likely not return with the robust conditions of recent years.

Maximally Productive

Legal, physical and market conditions have been analyzed to evaluate the highest and best use of the subject property. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Construction of some form of a multi-family project is legally permissible and physically possible; however, given the uncertainty of the impacts of the COVID-19 pandemic, it is our opinion the highest and best use of the subject is to hold for future multi-family development (apartments, condominiums and/or senior housing).

Conclusion

Based on the factors previously discussed, a short hold for future development is the maximally productive land use that is legally permissible, physically possible and financially feasible. Considering the subject's specific characteristics, the highest and best use of the subject property – as vacant – is a short term hold for future construction, but future multi-family construction will be dependent on pandemic conditions. As of the date of inspection, the courthouse building was in the process of being demolished. Our analysis is based on the hypothetical condition that the remaining improvements have already been demolished.

Most Probable Buyer

Considering the functional utility of the site and area development trends, the probable buyer would be an investor, for-profit developer, speculator, or non-profit multi-family developer, looking at a short term hold for future development.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

As previously discussed, the subject's improvements are considered to be at the end of their economic life, offering no contributory value to the property. Our analysis is based on the hypothetical condition that the improvements have already been demolished and we only estimate the market value of the underlying land.

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

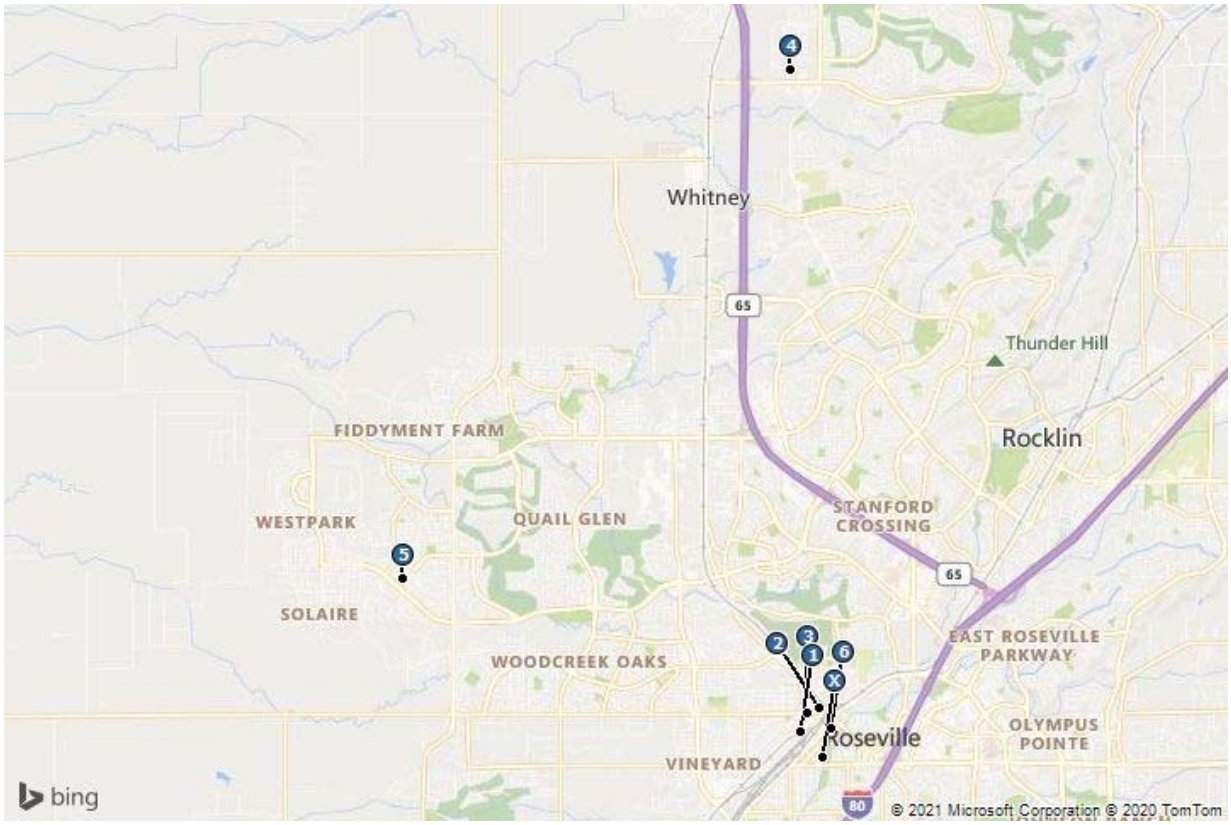
- Location: Our initial search focused on the subject's immediate downtown Roseville area; however, due to the limited number of transactions, we expanded our search to include properties throughout the City of Roseville and neighboring cities.
- Size: Less than four acres
- Use: Zoned for commercial/mixed-use, with an emphasis on multifamily uses
- Transaction Date: Within approximately three years of the effective date of value

For this analysis, we use price per usable square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. As previously discussed, portions of the subject are located either within a floodplain, or floodway and there are moderate to substantial restrictions placed on potential development. We will first determine a price per square foot of land area as-if the subject is entirely outside of a floodplain and floodway, then we will apply discounts to the areas within the floodplain and floodway. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	326 Church Street 326 Church St. Roseville Placer County CA	Dec-20 Closed	$120,000	9,828 0.23	General Commercial	$12.21	$531,915
	Comments: This transaction represents the sale of a 0.23 acre parcel zoned general commercial. The general commercial zone is intended to serve the entire community by providing areas for commercial facilities that are more of a service or heavy commercial character than are permitted in the Community Commercial District, and may involve outdoor display, storage or activity areas. Surrounding land uses include single-family residential and auto service uses and vacant land.						
2	430, 502 & 510 Lincoln Street 430, 502 & 510 Lincoln St. Roseville Placer County CA	Jun-19 Closed	$807,430	41,457 0.95	Old Town Historic District/Special Area	$19.48	$848,408
	Comments: This transaction represents the sale of three contiguous parcels located in the Old Town Historic District of the City of Roseville. Two of the parcels were improved with residential buildings totaling 4,743 square feet that had reached the end of their economic life and offered no contributory value (built in 1914 and 1926 and represented original construction). According to the listing broker, the buyer was responsible for the cost of demolition of the buildings.						
3	304 Washington Blvd Roseville Placer County CA	Mar-19 Closed	$875,500	34,848 0.80	Old Town Historic District, Special Area,	$25.12	$1,094,375
	Comments: This comparable represents the sale of 3 non-contiguous parcels located at the northeast corner of Main Street and Washington Boulevard in Old Roseville. It appears the City of Roseville financed the transaction; however, the terms are unknown. The property is currently being developed as Main Street Plaza apartments, which will consist of of a 44-unit mixed-use affordable housing complex with 3,000 square feet of community-integrated commercial space, a 21-unit affordable housing complex and a public pedestrian paseo.						
4	Vacant Commercial Land Galewind Dr. Lincoln Placer County CA	Nov-18 Closed	$1,364,000	135,036 3.10	Commercial	$10.10	$440,000
	Comments: This comparable represents the sale of vacant land zoned for commercial development. It is located adjacent to the Kaiser Permanente Lincoln Medical Center as well as several developing residential subdivisions. The buyer intends to a construct a 104-room La Quinta Inn & Suites Hotel. The property was unentitled at the time of sale.						
5	2450 Pleasant Grove Blvd. Roseville Placer County CA	Oct-17 Closed	$1,645,000	143,748 3.30	Commercial	$11.44	$498,485
	Comments: In total, APNs 017-153-003 and -004 encompass 17.85 acres; however, this transaction comprised only 3.3 acres. The seller indicated while the property is zoned commercial, it can be developed with an assisted living facility.						
6	Vacant Land 129 Vernon St. Roseville Placer County CA	Sep-17 Closed	$200,000	11,354 0.26	Central Bus. Dist./Sp. Area-Downtown Specific Plan	$17.61	$767,165
	Comments: Sale of a property improved as a parking lot at the time of sale. The buyer has plans to develop the site as a five-story, 42,680 square foot mixed-use project comprised of 24 residential units and approximately 2,000 square feet of retail space.						
	Subject 505 Royer Street Roseville, CA			53,657 1.23	Commercial Mixed-Use/Floodway		

Comparable Land Sales Map



Sale 1
326 Church Street

Sale 2
430, 502 & 510 Lincoln Street

Sale 3
304 Washington Blvd

Sale 4
Vacant Commercial Land

Sale 5
2450 Pleasant Grove Blvd.

Sale 6
Vacant Land

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While we present percentage adjustments in the adjustment grid that follows, they are based on qualitative judgment rather than empirical research as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate the appraisers' thought process. Except for market conditions, our adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	Sale 2 was improved with two residential structures totaling 4,743 square feet that reached the end of their economic life and needed to be demolished prior to redevelopment. This sale is adjusted upward by an estimated $10 per square foot for the cost to demolish the buildings. No further adjustments are necessary.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	All the sales reflect fee simple transactions that do not require adjustment.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	The comparable sales represented cash to the seller transactions and, therefore, do not require adjustments.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustments are required.
Market Conditions	Changes in the economic environment over time that affect	Market conditions for nearly all commercial sectors had been improving in recent years leading up

Adjustment Factor	Accounts For	Comments
	the appreciation and depreciation of real estate.	to the COVID-19 pandemic, with relatively steady quarter-over-quarter appreciation in sale prices. However, due to current market uncertainty, we have not adjusted any comparables transferring in 2019 or later for market conditions. We have accounted for a minor market condition adjustment for Sales 4 through 6, which transferred in 2018 and 2017.
Location	Market or submarket area influences on sale price; surrounding land use influences.	The subject is located within the downtown area of Roseville. Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding land uses and property values. Sale 4 is located in a more remote undeveloped part of Lincoln which is considered to be in an inferior area compared to that of the subject, and an upward adjustment is applied. Sale 3 is also located in Roseville; however, it is located in an area of dense commercial development and a downward adjustment is warranted for its superior location. No further adjustments are considered necessary.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	The subject property is considered to possess average access/ exposure. Sale 3 is located along a major thoroughfare and is adjusted downward for its superior access/exposure. The remaining sales are considered to possess similar access and exposure attributes and no further adjustments are required.

Adjustment Factor	Accounts For	Comments
Size	Inverse relationship that often exists between parcel size and unit value.	Applicable adjustments are applied for differences in size. The comparables that are appreciably smaller than the subject are adjusted downward and vice versa.
Shape/Topography/ Site Utility	Primary physical factors that affect the utility of a site for its highest and best use.	The subject property has average site utility given its shape, relatively level topography, and lack of vegetation, trees, rocks or other impediments to development. The majority of the sales have similar site utility and do not require adjustments. The smaller size of Sales 1 and 6 makes the utility of the site somewhat inferior and these sales are adjusted upward.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	Similar to the subject property, all of the sales have zoning permitting a variety of commercial, office, multifamily or mixed-use development. Our selection of comparables focused on properties purchased for plans to develop with some form of residential (multi-family, condominiums, senior housing, etc.). All of the comparables allow similar uses and no adjustments are warranted.
Off-Site Improvements	Off-site improvements include utilities to the site, streets, curbs, gutters and sidewalks.	The subject has all off-site improvements in place as is the case with the majority of the comparables. However, Sale 4 has inferior off-site improvements and is adjusted upward.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	505 Royer Street	326 Church Street	430, 502 & 510 Lincoln Street	304 Washington Blvd	Vacant Commercial Land	2450 Pleasant Grove Blvd.	Vacant Land
Address	505 Royer St.	326 Church St.	430, 502 & 510 Lincoln St.	304 Washington Blvd.	Galewind Dr.	2450 Pleasant Grove Blvd.	129 Vernon St.
City	Roseville	Roseville	Roseville	Roseville	Lincoln	Roseville	Roseville
Sale Date		Dec-20	Jun-19	Mar-19	Nov-18	Oct-17	Sep-17
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		$120,000	$760,000	$875,500	$1,364,000	$1,645,000	$200,000
Price Adjustment		–	$47,430	–	–	–	–
Description of Adjustment			Demo. Cost				
Effective Sale Price		$120,000	$807,430	$875,500	$1,364,000	$1,645,000	$200,000
Square Feet	53,657	9,828	41,457	34,848	135,036	143,748	11,354
Acres	1.23	0.23	0.95	0.80	3.10	3.30	0.26
Usable Square Feet	53,657	9,828	41,457	34,848	135,036	143,748	11,354
Price per Usable Square Foot		**$12.21**	**$19.48**	**$25.12**	**$10.10**	**$11.44**	**$17.61**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Seller financing	Cash to seller	Cash to seller	Cash to seller
% Adjustment		–	–	–	–	–	–
Conditions of Sale		Market	Market	Market	Market	Market	Market
% Adjustment		–	–	–	–	–	–
Market Conditions	3/4/2021	Dec-20	Jun-19	Mar-19	Nov-18	Oct-17	Sep-17
Annual % Adjustment		–	–	–	4%	6%	6%
Cumulative Adjusted Price		**$12.21**	**$19.48**	**$25.12**	**$10.51**	**$12.13**	**$18.67**
Location		–	–	-5%	5%	–	–
Access/Exposure		–	–	-5%	–	–	–
Size		-5%	–	–	15%	15%	-5%
Shape/Topography/Site Utility		5%	–	–	–	–	5%
Zoning		–	–	–	–	–	–
Off-Site Improvements		–	–	–	10%	–	–
Net $ Adjustment		$0.00	$0.00	-$2.51	$3.15	$1.82	$0.00
Net % Adjustment		0%	0%	-10%	30%	15%	0%
Final Adjusted Price		**$12.21**	**$19.48**	**$22.61**	**$13.66**	**$13.95**	**$18.67**
Overall Adjustment		0%	0%	-10%	35%	22%	6%

Range of Adjusted Prices	**$12.21 - $22.61**
Average	**$16.76**
Indicated Value	**$17.00**

Land Value Conclusion

Prior to adjustment, the sales reflect a range of $10.10 - $25.12 per usable square foot. After adjustment, the range is narrowed to $12.21 - $22.61 per usable square foot, with an average of $16.76 per usable square foot.

Sale 1 is the most recent transaction in the data set, but represents the low end of the range. Sales 2 and 3 are also reasonably recent transactions and are relatively similar in size; however, Sale 3 represents the high end of the range. Sales 4 and 5 are significantly larger in size. While Sale 6 is the most dated transaction in the data set, it is also located within the downtown area of Roseville. Overall, no single sale is considered to provide the best indicator of value for the subject and relatively equal emphasis is given to the entire data set. Given the previous discussion, we conclude a market value of $17.00 per square foot of land area for the subject.

As discussed throughout the report, portions of the subject property are located within either a floodplain, or floodway and are subject to additional development restrictions from FEMA and the City of Roseville. The indicated land value conclusion is applicable to the portion of the site that does not have any development restrictions. A developer would likely require some level of “incentive” in order to purchase and take on the additional steps required to develop the property. Without a specific project proposal, it is difficult to apply a discount to the areas located within the floodplain and floodway; however, we estimate the land area within the floodplain to be discounted by 25% and the land area within the floodway to be discounted by 65%. By applying the discounts to the previously concluded value, and the subject’s respective land areas, we arrive at a total land value conclusion as follows:

Land Value Conclusion

		Outside FP & FW	Floodplain	Floodway
Base $/SF - Land Area	$17.00	14,940 SF	23,815 SF	14,906 SF
Discount		0%	25%	65%
Discounted $/SF		$17.00	$12.75	$5.95
Component Value		$253,980	$303,641	$88,691
Indicated Value				$646,312
Rounded				$650,000

If the subject were not affected by development restrictions, the indicated value of the property would be $910,000 (rounded), or approximately 29% ($260,000) more than our final value conclusion. We believe this projection is reasonable based on the development constraints.

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusion

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As If Vacant	Fee Simple	March 4, 2021	$650,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. As of the date of inspection, two of the subject parcels (APNs 013-290-005 and -006) were divided by a portion of an alley. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Our analysis assumes the portion of the alley will be abandoned as planned and the estimated land area of the alley is included in the subject's total land area. If at a later date the estimated land area of the alley differs significantly from what was provided, or the City of Roseville does not abandon the portion of the alley as planned, our value conclusion presented herein could be impacted.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject was previously improved with a 7,900 square foot county courthouse. As of the date of inspection, the building was in the process of being demolished. The estimate of market value is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land, with no deduction for demolition costs.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. Some market deterioration had occurred shortly before this date, but the declaration by the WHO soon led to municipal and statewide orders to "shelter in place," causing widespread closures of businesses and a massive disruption to general commerce. The status of economic conditions is changing rapidly, creating great uncertainty in the markets. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. While values are always subject to change over time, we caution the reader that in the current economic climate, market volatility creates the potential for a more significant change in value over a relatively short period of time.

Exposure Time

Exposure time is the period a property interest would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. In attempting to estimate a reasonable exposure time for the subject property, we looked at both the historical exposure times of a number of sales, as well as current and past economic conditions. Based on a survey of market participants, a transfer of commercial properties in the region typically occurs within 9-12 months of exposure. It is estimated the exposure time for the subject property, if appropriately priced, would have been within 9-12 months of initial exposure.

Marketing Period

Marketing time is an estimate of the time to sell a property interest in real estate at the estimated market value during the period immediately after the effective date of value. A reasonable marketing time is estimated by comparing the recent exposure time of similar properties, and then taking into consideration current and future economic conditions and how they may impact marketing of the subject property.

Given the uncertainty in the current market due to the COVID-19 pandemic, the marketing time for the subject property is anticipated to be longer than the exposure time. Thus, the marketing time is estimated at 12-15 months or less.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have prepared two appraisals of the subject property for the current client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Lance Jordan, MAI, has made a personal inspection of the property that is the subject of this report. Ligia Dejeu has also personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Lance Jordan, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

Lance Jordan, MAI
Managing Director
California Certificate # AG012709

Ligia Dejeu
Certified General Real Estate Appraiser
California Certificate # 3004823

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Sacramento, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. IRR - Sacramento is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Sacramento. In addition, it is expressly agreed that in any

action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Sacramento is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. As of the date of inspection, two of the subject parcels (APNs 013-290-005 and -006) were divided by a portion of an alley. The City of Roseville has plans to abandon a portion of the alley and add the land area to the subject property. Our analysis assumes the portion of the alley will be abandoned as planned and the estimated land area of the alley is included in the subject's total land area. If at a later date the estimated land area of the alley differs significantly from what was provided, or the City of Roseville does not abandon the portion of the alley as planned, our value conclusion presented herein could be impacted.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject was previously improved with a 7,900 square foot county courthouse. As of the date of inspection, the building was in the process of being demolished. The estimate of market value is based on the hypothetical condition the remaining portion of the improvements have already been demolished and we only estimate the market value of the underlying land, with no deduction for demolition costs.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Ligia Dejeu

Experience

Ms. Dejeu is an Appraiser at the firm. After completing her bachelor's degree at California State University, Chico, Ms. Dejeu worked in banking as a branch manager for ten years before she joined the firm full-time in 2012. Ms. Dejeu is assisting in the research, analysis and writing of narrative appraisal reports for a wide variety of commercial properties including multifamily, office, retail and industrial, as well as commercial land and special-use properties such as Low Income Housing Tax Credit (LIHTC) projects, self-storage facilities and surgery centers. Ms. Dejeu has developed the experience and background necessary to deal with complex assignments covering an array of property types.

Licenses

California, Certified General Real Estate, 3004823, Expires October 2021

Education

Academic:
Bachelor of Science in Business Administration (Concentration in Business Management), California State University, Chico

Appraisal and Real Estate Courses:
Basic Appraisal Principles
Basic Appraisal Procedures
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Income Approach Part 1
General Appraiser Income Approach Part 2
General Appraiser Report Writing and Case Studies
General Appraiser Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
Uniform Standards of Professional Appraisal Practice
Residential Sales and Income Approach
Laws and Regulation for California Appraisers

Integra Realty Resources
Sacramento

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ldejeu@irr.com - 916-435-3883 x240

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Ligia Dejeu

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3004823

Effective Date: October 6, 2019
Date Expires: October 5, 2021

Jim Martin, Bureau Chief, BREA

3049135

COPY

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Lance Jordan, MAI

Experience

Managing Director for INTEGRA REALTY RESOURCES – Sacramento (IRR). Actively engaged in real estate valuation and consulting since 1989. Prior to joining IRR, was a partner with Seevers Jordan Ziegenmeyer since 1997. Extensive experience in the valuation of all forms of industrial properties, community/neighborhood shopping centers, office buildings - CBD and suburban, multi-family, hotels and motels, vacant land and special purpose properties. Clients served include banks and financial institutions, developers and investors, law and accounting firms, business/industry, government, and mortgage bankers. Valuations have been performed for financing, eminent domain purposes, as well as estate tax and estate planning. In summary, with over 28 years of experience in the field, he has developed the expertise and background necessary to deal with complex assignments covering a wide range of property types.

Professional Activities & Affiliations

Chairman: Appraisal Institute - Sacramento/Sierra Chapter - California Government Relations Committee, January 2015 - December 2017
Committee: Appraisal Institute - Sacramento/Sierra Chapter - California Government Relations, January 2014 - December 2017
Board of Director: Appraisal Institute - Sacramento/Sierra Chapter, January 2014 - December 2016
Appraisal Institute, Member (MAI) , May 2012
Vice President: Appraisal Institute - Sacramento/Sierra Chapter, January 2007 - December 2007
Other: Appraisal Institute - Sacramento/Sierra Chapter - Secretary/Treasurer, January 2006 - December 2006

Licenses

California, Certified General Real Estate Appraiser, AG012709, Expires January 2022
Washington, Certified General Real Estate Appraiser, 20110463, Expires January 2022
Arizona, Certified General Real Estate Appraiser, 1013474, Expires September 2022
Oregon, Certified General Real Estate Appraiser, C001427, Expires January 2022

Education

Bachelor of Science - Accountancy, CSU - Sacramento, 1991
Recent Continuing Education:
Lake Tahoe Litigation Conference – Appraisal Institute
Forecasting Revenue – Appraisal Institute
Appraising Distressed Commercial Real Estate – Appraisal Institute
Litigation Appraising: Specialized Topics and Applications – Appraisal Institute
Business Practices and Ethics – Appraisal Institute
The Essentials, Current Issues & Misconceptions in Appraising – Appraisal Institute
Review Theory - General

Qualified Before Courts & Administrative Bodies

Court Appointed Expert Witness, Placer County Superior Courts, 2014

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ljordan@irr.com - 916-435-3883 x232

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Lance C. Jordan

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 012709

Effective Date: January 9, 2020
Date Expires: January 8, 2022

Jim Martin, Bureau Chief, BREA

3049238

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About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

Grant Deed

RECORDING REQUESTED BY

Placer Title Company

Escrow Number: 102-38682-DY

AND WHEN RECORDED MAIL TO

CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

PLACER, County Recorder
JIM MCCAULEY
DOC- 2014-0039609-00
PLACER TITLE - RECORDING
FRIDAY, JUN 13, 2014 14:30:00
MIC $0.00 | AUT $0.00 | SBS $0.00
ERD $0.00 | RED $0.00 | * $0.00
ADD $0.00

Ttl Pd $0.00 Rcpt # 02362122
CLKGH1MFJ1/HD/1-5

A.P.N.: 013-172-011, 013-172-022 and 013-172-012

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 City Transfer Tax: $0.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

COUNTY OF PLACER
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

Hereby GRANT(S) to

CITY OF ROSEVILLE
A MUNICIPAL CORPORATION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: May 29, 2014

COUNTY OF PLACER
A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA

BY: Mary Dietrich
MARY DIETRICH, DIRECTOR

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

STATE OF CALIFORNIA
COUNTY OF Placer

On June 5, 2014 before me, Shawna Howard, Notary Public,
personally appeared Mary Dietrich

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

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

WITNESS my hand and official seal.

Signature: Shawna Howard
Commission Expiration Date: April 2, 2018

SHAWNA HOWARD
Commission # 2059998
Notary Public - California
Placer County
My Comm. Expires Apr 2, 2018

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name Street Address City & State

CERTIFICATE OF ILLEGIBILITY

Government Code 27361.7

I certify under penalty of perjury under the laws of the State of California that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Shawna Howard

Date Commission Expires: April 2, 2018

Commission Number: 2059998

County of Commission: Placer

State of Commission: California

Manufacturer ID Number: NNA1

Place of Execution: Auburn, CA

Signature: Shawna Howard Date: June 5, 2014

Firm Name: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROSEVILLE, AND IS DESCRIBED AS FOLLOWS:

~PARCEL 1:~

THE SOUTHWESTERLY 40 FEET OF LOT 10, BLOCK 20, AS SHOWN ON THE PLAT OF THE ORIGINAL TOWN (NOW CITY) OF ROSEVILLE AS RECORDED IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "A" OF MAPS, AT PAGE 30, PLACER COUNTY RECORDS.

A.P.N. 013-172-011

~PARCEL 2:~

ALL OF LOTS 4, 5, 6 AND A PORTION OF LOTS 7 AND 8, BLOCK 20, AS SHOWN ON THE PLAT OF THE ORIGINAL TOWN (NOW CITY) OF ROSEVILLE AS RECORDED IN THE OFFICE OF PLACER COUNTY RECORDER IN BOOK "A" OF MAPS, AT PAGE 30, PLACER COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 4; THENCE, NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 4, 5, 6, 7 AND 8 TO THE MOST NORTHERLY CORNER OF LOT 8; THENCE, SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF LOT 8, 51.00 FEET TO A POINT; THENCE, IN A SOUTHEASTERLY DIRECTION; 133.10 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 7, LOCATED 38.53 FEET SOUTHWESTERLY FROM THE MOST EASTERLY CORNER OF LOT 7; THENCE, SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 7, 6, 5, AND 4 TO THE MOST SOUTHERLY CORNER OF LOT 4; THENCE, NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 4 TO THE POINT OF BEGINNING.

A.P.N. 013-172-022 (NEW) (OLD) PORTION OF 013-172-001

~PARCEL 3:~

LOT 9 AND THE NORTHEASTERLY 10.00 FEET OF LOT 10, BLOCK 20, AS SHOWN ON THE PLAT OF THE ORIGINAL TOWN (NOW CITY) OF ROSEVILLE AS RECORDED IN THE OFFICE OF THE PLACER COUNTY RECORDER IN BOOK "A" OF MAPS, AT PAGE 30, PLACER COUNTY RECORDS.

A.P.N. 013-172-012

RESOLUTION NO. 73-72

AUTHORIZING CITY CLERK TO ACCEPT GRANTS OR DEEDS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Section 27281 of the Government Code of the State of California requires that deeds or grants conveying an interest in real property to political corporations must be accepted by the Grantees prior to being recorded; and

WHEREAS, said Section 27281 provides a method whereby an officer or agent may be designated by the political corporation to accept such deeds on its behalf;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE AS FOLLOWS:

That the City Clerk and the Deputy City Clerk of the City of Roseville are hereby authorized to accept, on behalf of the City of Roseville, all deeds or grants conveying any interest in or easement upon real estate to the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville at a regular meeting thereof held on the 18th day of July, 1973, by the following vote:

AYES COUNCILMEN: Owen R. Waltrip, Jr., Kenneth F. Royer, George A. Buljan

NOES COUNCILMEN: None

ABSENT COUNCILMEN: Gilbert A. Duran, Baron Reed

ATTEST: /s/ Pauline Brockman
City Clerk

/s/ George A. Buljan
Mayor

* * * * * * * * * * * *

I hereby certify the foregoing to be a true copy of Resolution No. 73-72 adopted by the City Council at a regular meeting thereof held on the 18th day of July, 1973, at the Council Chambers, City Hall, 316 Vernon Street, Roseville, California.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said city this 10th day of June, 2014

Ilonia Orozco
CLERK OF THE CITY OF ROSEVILLE

* * * * * * * * * * * *

This is to certify that the interest in real property conveyed by the deed or grant dated May 29, 2014 from the County of Placer, a political subdivision of the State of California, to the City of Roseville, a municipal corporation of the State of California, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Roseville, pursuant to authority conferred by Council Resolution No. 73-72, adopted on July 18, 1973, and the Grantee consents to recordation thereof by its duly authorized officer.

DATE: June 10, 2014

Ilonia Orozco
CITY CLERK

(Seal)

5

Addendum C

Comparable Data

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	326 Church Street
Sub-Property Type:	Commercial
Address:	326 Church St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2488355

Sale Information

Sale Price:	$120,000
Effective Sale Price:	$120,000
Sale Date:	12/24/2020
Listing Price:	$175,000
Sale Status:	Closed
$/Acre(Gross):	$531,915
$/Land SF(Gross):	$12.21
$/Acre(Usable):	$531,915
$/Land SF(Usable):	$12.21
Grantor/Seller:	Lynette A. Robinson
Grantee/Buyer:	Ahmed Aboudkhil and Aicha Benbrahim
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2020-0152485
Verified By:	Ligia Dejeu
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar, Listing Flyer

Improvement and Site Data

Legal/Tax/Parcel ID:	012-153-013
Acres(Usable/Gross):	0.23/0.23
Land-SF(Usable/Gross):	9,828/9,828
Usable/Gross Ratio:	1.00
Corner Lot:	Yes
Zoning Code:	GC
Zoning Desc.:	General Commercial
Source of Land Info.:	Public Records

Comments

This transaction represents the sale of a 0.23 acre parcel zoned general commercial. The general commercial zone is intended to serve the entire community by providing areas for commercial facilities that are more of a service or heavy commercial character than are permitted in the Community Commercial District, and may involve outdoor display, storage or activity areas. Surrounding land uses include single-family residential and auto service uses and vacant land.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	430, 502 & 510 Lincoln Street
Sub-Property Type:	Commercial
Address:	430, 502 & 510 Lincoln St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	CBD
IRR Event ID:	2490901

Source of Land Info.: Public Records

Sale Information

Sale Price:	$760,000
Effective Sale Price:	$760,000
Sale Date:	06/11/2019
Recording Date:	06/12/2019
Listing Price:	$750,000
Sale Status:	Closed
$/Acre(Gross):	$798,571
$/Land SF(Gross):	$18.33
Grantor/Seller:	Dolores Marlene Manring
Grantee/Buyer:	Old Roseville, LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2019-0039984
Verified By:	Ligia Dejeu
Verification Date:	08/18/2020
Confirmation Source:	Victoria Shaw
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	MLS, RealQuest, Deed

Comments

This transaction represents the sale of three contiguous parcels located in the Old Town Historic District of the City of Roseville. Two of the parcels were improved with residential buildings totaling 4,743 square feet that had reached the end of their economic life and offered no contributory value (built in 1914 and 1926 and represented original construction). According to the listing broker, the buyer was responsible for the cost of demolition of the buildings.

The property is located within the Roseville Downtown Specific Plan.

Improvement and Site Data

Legal/Tax/Parcel ID:	011-147-012, -003, 014
Acres(Gross):	0.95
Land-SF(Gross):	41,457
Zoning Code:	HD/SA-DT
Zoning Desc.:	Old Town Historic District/Special Area

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	304 Washington Blvd
Sub-Property Type:	Residential
Address:	304 Washington Blvd.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	Historic District
IRR Event ID:	2298294

Sale Information

Sale Price:	$875,500
Effective Sale Price:	$875,500
Sale Date:	03/04/2019
Sale Status:	Closed
$/Acre(Gross):	$1,094,375
$/Land SF(Gross):	$25.12
Grantor/Seller:	City of Roseville
Grantee/Buyer:	Main Street Plaza, LLC.
Assemblage:	Yes
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Seller financing
Document Type:	Deed
Recording No.:	12818 & 12819
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	011-145-005, 011-146-018, -019
Acres(Gross):	0.80
Land-SF(Gross):	34,848
Shape:	Irregular
Topography:	Level
Corner Lot:	Yes
Zoning Code:	HD/SA-DT
Zoning Desc.:	Old Town Historic District, Special Area, Downtown
Source of Land Info.:	Public Records

Comments

This comparable represents the sale of 3 non-contiguous parcels located at the northeast corner of Main Street and Washington Boulevard in Old Roseville. It appears the City of Roseville financed the transaction; however, the terms are unknown. The property is currently being developed as Main Street Plaza apartments, which will consist of of a 44-unit mixed-use affordable housing complex with 3,000 square feet of community-integrated commercial space, a 21-unit affordable housing complex and a public pedestrian paseo.

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Vacant Commercial Land
Sub-Property Type:	Commercial, Retail
Address:	Galewind Dr.
City/State/Zip:	Lincoln, CA 95648
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	2187248

Zoning Desc.:	Commercial
Source of Land Info.:	Public Records

Sale Information

Sale Price:	$1,364,000
Effective Sale Price:	$1,364,000
Sale Date:	11/15/2018
Sale Status:	Closed
$/Acre(Gross):	$440,000
$/Land SF(Gross):	$10.10
$/Acre(Usable):	$440,000
$/Land SF(Usable):	$10.10
Grantor/Seller:	Pappas Arizona, LS
Grantee/Buyer:	James Guertin and Jeanette Lowe
Assets Sold:	Real estate only
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	2018-0083497
Verification Type:	Secondary Verification

Comments

This comparable represents the sale of vacant land zoned for commercial development. It is located adjacent to the Kaiser Permanente Lincoln Medical Center as well as several developing residential subdivisions. The buyer intends to a construct a 104-room La Quinta Inn & Suites Hotel. The property was unentitled at the time of sale.

Improvement and Site Data

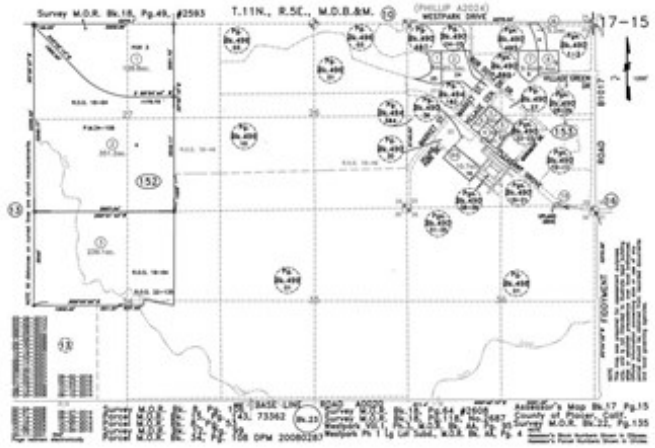
MSA:	Sacramento--Roseville--Arden-Arcade, CA
Legal/Tax/Parcel ID:	329-010-068
Acres(Usable/Gross):	3.10/3.10
Land-SF(Usable/Gross):	135,036/135,036
Usable/Gross Ratio:	1.00
Zoning Code:	C

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	2450 Pleasant Grove Blvd.
Sub-Property Type:	Residential
Address:	2450 Pleasant Grove Blvd.
City/State/Zip:	Roseville, CA 95747
County:	Placer
Market Orientation:	Suburban
IRR Event ID:	1899598



Sale Information

Sale Price:	$1,645,000
Effective Sale Price:	$1,645,000
Sale Date:	10/27/2017
Sale Status:	Closed
$/Acre(Gross):	$498,485
$/Land SF(Gross):	$11.44
$/Acre(Usable):	$498,485
$/Land SF(Usable):	$11.44
Grantor/Seller:	VC Roseville, LLC
Grantee/Buyer:	Oakmont of West Park, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Document Type:	Deed
Recording No.:	2017-0084395
Verified By:	Kari Tatton
Verification Date:	02/02/2018
Confirmation Source:	West Park
Verification Type:	Confirmed-Seller

Improvement and Site Data

Legal/Tax/Parcel ID:	017-153-003 & -004 (ptns)
Acres(Usable/Gross):	3.30/3.30
Land-SF(Usable/Gross):	143,748/143,748
Usable/Gross Ratio:	1.00
Zoning Code:	CC
Zoning Desc.:	Commercial
Source of Land Info.:	Owner

Comments

In total, APNs 017-153-003 and -004 encompass 17.85 acres; however, this transaction comprised only 3.3 acres. The seller indicated while the property is zoned commercial, it can be developed with an assisted living facility.

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Vacant Land
Sub-Property Type:	Commercial
Address:	129 Vernon St.
City/State/Zip:	Roseville, CA 95678
County:	Placer
Market Orientation:	CBD
IRR Event ID:	1943795

Sale Information

Sale Price:	$200,000
Effective Sale Price:	$200,000
Sale Date:	09/01/2017
Recording Date:	09/01/2017
Sale Status:	Closed
$/Acre(Gross):	$767,165
$/Land SF(Gross):	$17.61
$/Acre(Usable):	$767,165
$/Land SF(Usable):	$17.61
Grantor/Seller:	First Bank
Grantee/Buyer:	Noah A. Baygell Trust
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Deed
Recording No.:	67802
Verified By:	Ligia Dejeu
Verification Date:	04/25/2018
Confirmation Source:	Noah. Baygell
Verification Type:	Confirmed-Buyer

Sale Analysis

Current Use at T.O.S.:	Parking lot
Proposed Use Change:	Yes
Proposed Use Desc.:	Retail & multifamily development

Improvement and Site Data

MSA:	Sacramento--Roseville--Arden-Arcade MSA
Legal/Tax/Parcel ID:	013-072-008
Acres(Usable/Gross):	0.26/0.26
Land-SF(Usable/Gross):	11,354/11,354
Usable/Gross Ratio:	1.00
Zoning Code:	CBD/SA - DT
Zoning Desc.:	Central Bus. Dist./Sp. Area-Downtown Specific Plan
Source of Land Info.:	Public Records

Comments

Sale of a property improved as a parking lot at the time of sale. The buyer has plans to develop the site as a five-story, 42,680 square foot mixed-use project comprised of 24 residential units and approximately 2,000 square feet of retail space.

Addendum D

Engagement Letter

Integra Realty Resources
Sacramento

590 Menlo Drive
Suite 1
Rocklin, CA 95765

T 916.435.3883
F 916.435.4774
www.irr.com

February 24, 2021

Laura Matteoli
Economic Development Director
City of Roseville - Economic Development Department
Civic Center
311 Vernon Street
Roseville, California 95678

SUBJECT: Former Courthouse
505 Royer Street
Roseville, CA 95678

Dear Ms. Matteoli:

Thank you for considering Integra Realty Resources – Sacramento for your real estate valuation needs. Enclosed is my Agreement for Appraisal Services pertaining to the above referenced property. The total fee for delivery of the completed appraisal report will be $1,900.

Please return a signed copy of the attached Agreement to my office at your earliest convenience. The appraisal fee will be due 30 days NET after delivery of completed report. Provided the signed contract is received within 3 business days, we anticipate delivery of the completed report no later than March 12, 2021.

In accordance with the attached Agreement for Appraisal Services, the scope of this assignment will require IRR – Sacramento to consider all relevant and applicable approaches to value as determined during the course of our research, analysis of the subject property and preparation of the report.

If you have any questions, please do not hesitate to contact me at 916-435-3883, ext. 232 or by e-mail at ljordan@irr.com.

Respectfully submitted,

Integra Realty Resources - Sacramento

Lance Jordan
Certified General Real Estate Appraiser
CA Certificate # AG012709
Telephone: 916-435-3883, ext. 232
Email: ljordan@irr.com

Attachments

Agreement for Appraisal Services

The terms of the agreement are outlined as follows:

Date of the Agreement	February 24, 2021
Parties to the Agreement	Integra Realty Resources – Sacramento (also identified as "IRR") and City of Roseville (the "Client").
Purpose of the Appraisal	To provide an opinion of market value of the fee simple interest in the subject property subject to a hypothetical condition.
Hypothetical Condition	This valuation will be subject to a hypothetical condition. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. The estimate of market value will be based on the hypothetical condition the existing improvements have already been demolished as of the date of value. We will only estimate the market value of the underlying land, with no deduction for demolition costs.
Intended User	The client and intended user is City of Roseville - Economic Development Department. The appraisal is not intended for any other user.
Intended Use	This appraisal is intended to be used for establishing the market value of the subject property for marketing purposes. The appraisal is not intended for any other use.
Effective Date of Value	Date of inspection.
Appraised Property	The subject property is located at: 505 Royer Street Roseville, CA 95678 APN's: 013-290-005, 013-290-006, 013-172-023
USPAP Compliance	The appraisal will be prepared in conformance with and subject to the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation.

Prior Services

The Ethics Rule of USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work

In accordance with our correspondence, the scope of this assignment will require IRR – Sacramento to consider all relevant and applicable approaches to value as determined during the course of our research, subject property analysis and preparation of the report.

Please note, Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, this appraisal may not be accepted by a Federally-regulated financial institution.

Appraisal Report Format

The appraisal will be communicated in an Appraisal Report – Summary / Standard format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

Fee

The total fee for this assignment will be $1,900.

It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Upon default, we shall be permitted to file a lien against the subject property for any amounts owed pursuant to this engagement.

Start, Acceptance, and Delivery Dates	Provided the signed contract is received within 3 business days, we will commence work on the assignment. Additionally, with these conditions met we anticipate delivery of the appraisal report on March 12, 2021. This delivery date is contingent on the absence of events outside our control, timely access for inspection of the subject property, as well as our receipt of all requested information necessary to complete the assignment.
Report Copies	A PDF of the appraisal report will be provided.
Inspection Disclosure	Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisal will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.
Litigation Clause	In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony.
Use of Data	You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Sacramento and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).
Conflicts of Interest	If we discover during the course of preparing the appraisal there is a conflict of interest with a separate IRR office, we reserve the right to cancel the agreement and withdraw from the assignment without incurring penalties.

If you agree with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Laura Matteoli

AGREED & ACCEPTED BY:

Integra Realty Resources – Sacramento

Lance Jordan
Managing Director

February 24, 2021

AGREED & ACCEPTED BY:

Laura Matteoli

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

03/05/2021

Date

ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The subject property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the subject property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the subject property more or less valuable. Furthermore, there is no asbestos in the subject property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The subject property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the subject property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the subject property without compensation relative to such additional employment.
6. We have made no survey of the subject property and assume no responsibility in connection with such matters. Any sketch or survey of the subject property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers

the subject property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the subject property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the subject property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the subject property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the subject property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the subject property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the subject property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject property with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR – Sacramento and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the subject property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. IRR – Sacramento is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the

engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

25. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the subject property.
26. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

City Manager's Office / Economic Development Department
311 Vernon Street, Roseville, CA 95678

March 26, 2021

To Whom It May Concern,

RE: Notice of Availability/Offer to Sell or Lease Surplus Property

Dear Ms. Escovedo:

As required by Government Code Section 54220 of the State of California, City of Roseville is providing notification that the City of Roseville intends to **sell** the surplus property listed in the accompanying table.

In accordance with Government Code Section 54222, subsecs. (e), you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City of Roseville of your interest in acquiring the property for park and recreational or open-space purposes. However, this offer shall not obligate the City of Roseville to sell or lease the property to you. Instead, the City of Roseville would enter into at least ninety (90) days of negotiations with you pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms, or lease terms, the City of Roseville may market the property to the general public.

As required by Government Code Section 54227, if the City of Roseville receives more than one letter of interest during this 60 day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing or leasing the property, you must notify the City of Roseville in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. Notice of your interest in acquiring the property shall be delivered to Wayne Wiley, Economic Development Department, at 311 Vernon Street. You may also direct your questions to wayneewiley@roseville.ca.us or by calling (916) 774-5283.

Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234). Thank you for reviewing this important information and we look forward to hearing of any intentions no later than sixty (60) days after your receipt of this letter.

Regards,

Wayne Wiley
Economic Development Manager

BRIDGE Housing

BUILDING SUSTAINING LEADING

BRIDGE HOUSING CORPORATION

BRIDGE PROPERTY MANAGEMENT COMPANY

BAY AREA SENIOR SERVICES, INC.

BRIDGE ECONOMIC DEVELOPMENT CORPORATION

May 21, 2021

Wayne Wiley
Economic Development Manager/Economic Development Department
311 Vernon Street
Roseville, CA 95678
Sent electronically to wayneewiley@roseville.ca.us

Mr. Wiley,

On behalf of BRIDGE Housing Corporation (BRIDGE), we are excited to express our interest in acquiring 505 Royer Street & 300 Taylor Street to develop housing with 100% affordable units. We applaud the City's leadership in providing surplus property to nonprofit affordable housing developers like BRIDGE and are committed to forming a development team that can deliver on the City's financial goals while satisfying Roseville's housing goals in the most recent Regional Housing Needs Assessment.

As a mission-driven non-profit with a 37-year track record in affordable housing development and innovation, BRIDGE is ready to assist the City of Roseville in providing affordable housing that fits the character of Downtown Roseville. Our organization and staff bring experience that is uniquely matched with the challenges of this site:

- **Unmatched track record:** Since 1983, BRIDGE has developed more than 18,000 housing units in over a hundred properties. We are one of the largest non-profit developers of affordable housing on the West Coast. Our team has successfully developed affordable housing for families, seniors, and teachers. Our local experience includes numerous projects in Sacramento County and a senior affordable housing project located in North Highlands that is a 15-minute drive from 505 Royer Street.

- **Innovation-driven:** BRIDGE is a thought leader in the affordable housing industry and led the way for modular housing with two recently completed projects, Marea Alta and La Vereda in San Leandro. We are also the developer that created the 4%/9% hybrid in California while working with the California Tax Credit Agency on how to implement the financing in a successful model. We believe the urgency of this housing crisis requires new thinking and new approaches, whether it is in financing or design and construction.

- **Financial strength:** BRIDGE is unique among nonprofit developers in possessing the financial strength and expertise to play a lead role in complex, public-private projects. We frequently team with market-rate partners such as Brookfield, Holland Partners, Lowe Enterprises, Avalon Bay, Essex Residential Trust, and Summerhill – allowing our local partners to leverage limited public resources. Unique amongst our peers, we have an A+ rating from Standard & Poor's which allows BRIDGE to obtain financing at more advantageous terms than others.

Conceptual Plan for 505 Royer Street

Attached, please find our proposal for a 57-unit senior affordable building. These units will be available to seniors, adults who are 62 years of age or older, who make between 30% to 80% of the Average Median Income of Placer County. BRIDGE sees 505 Royer as an amazing place for seniors to thrive socially and economically. This will be a community where seniors can volunteer at the library in the morning, walk to Royer park during the day, and then head into Downtown at night all without necessarily needing a car. The location of this site allows for an expanded support network, energizes the seniors, prevents social isolation, and helps create a sense of community and safety for the development. BRIDGE's nuanced services programming will also help decrease isolation. Strong supportive services for the senior population, most of who live on Social Security, means focusing on maintenance or improvement of health, wellness and quality of life for each individual. At the Coronet, BRIDGE's service provider has shown that strong supportive services amongst seniors led to a reduction in health care expenditures, and lower rates of depression symptoms. Once in an agreement with the City of Roseville, BRIDGE would be happy to work with the City to further discuss design, affordability, and finance assumptions.

We look forward to working with the City of Roseville to ensure this site provides not only affordable homes and financial return to the City but also sets a precedent for innovation and collaboration in future projects. Our team is prepared to bring the full breadth of our experience, financial capacity, and innovative thinking to Roseville. Should you have any questions or need further information, please do not hesitate to contact Brad at 415.321.3565 or bwiblin@bridgehousing.com.

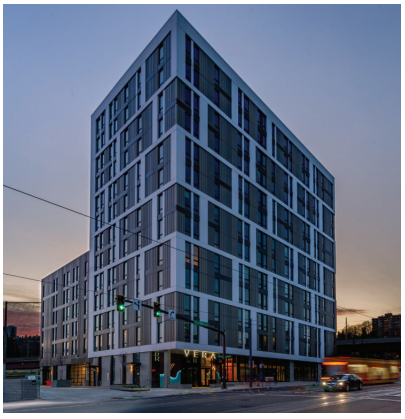
Sincerely,

Brad Wiblin
Executive Vice President
BRIDGE Housing Corporation

Enclosed: BRIDGE Housing Overview, Proposed Unit Mix and Income Level, a Conceptual Plan and Relevant BRIDGE Project Examples

About BRIDGE Housing

BRIDGE Housing strengthens communities and improves the lives of its residents, beginning–but not ending–with affordable housing.



Since 1983, BRIDGE has been a mission-driven nonprofit that operates like a business. We pay close attention to the double-bottom line of financial and social return on investment, always in pursuit of quality, quantity, affordability.

- Participated in the development of more than 18,000 homes and apartments in California, Oregon and Washington, with total development cost of over $3 billion
- Approximately 12,300 apartments under property and/or asset management
- $3.8 billion in total development cost currently under construction and in pipeline
- Consistently ranked among the top affordable housing developers in the nation, according to *Affordable Housing Finance*
- Successful track record of partnerships with all levels of government, market-rate developers and other nonprofits
- 350+ resident programs at 80+ properties
- A+ rating from Standard & Poor's, first nonprofit developer of its kind to be rated
- Recipient of more than 180 local, national and international awards, including five ULI Global Awards for Excellence
- Headquartered in San Francisco, with offices in Los Angeles, San Diego, Orange County, Portland and Seattle

05/2020
www.bridgehousing.com

505 Royer Street Apartment – Proposed Unit Mix and Income Level

Set Aside	Rent Level	Bedroom Count	Number of Units	Net Rent	Vouchers
Senior	30% AMI	1 BR	8	$457	8
Senior	40% AMI	1 BR	5	$619	
Senior	50% AMI	1 BR	20	$781	
Senior	80% AMI	1 BR	23	$1,267	
Managers Unit	N/A	2 BR	1	N/A	
Average Affordability	**58.5% AMI**	**Total Units**	**57**		

Income Level	One Person	Two Person
30% AMI	$19,050	$21,750
40% AMI	$25,400	$29,000
50% AMI	$31,750	$36,250
80% AMI	$50,800	$58,000

ROYER STREET APARTMENTS

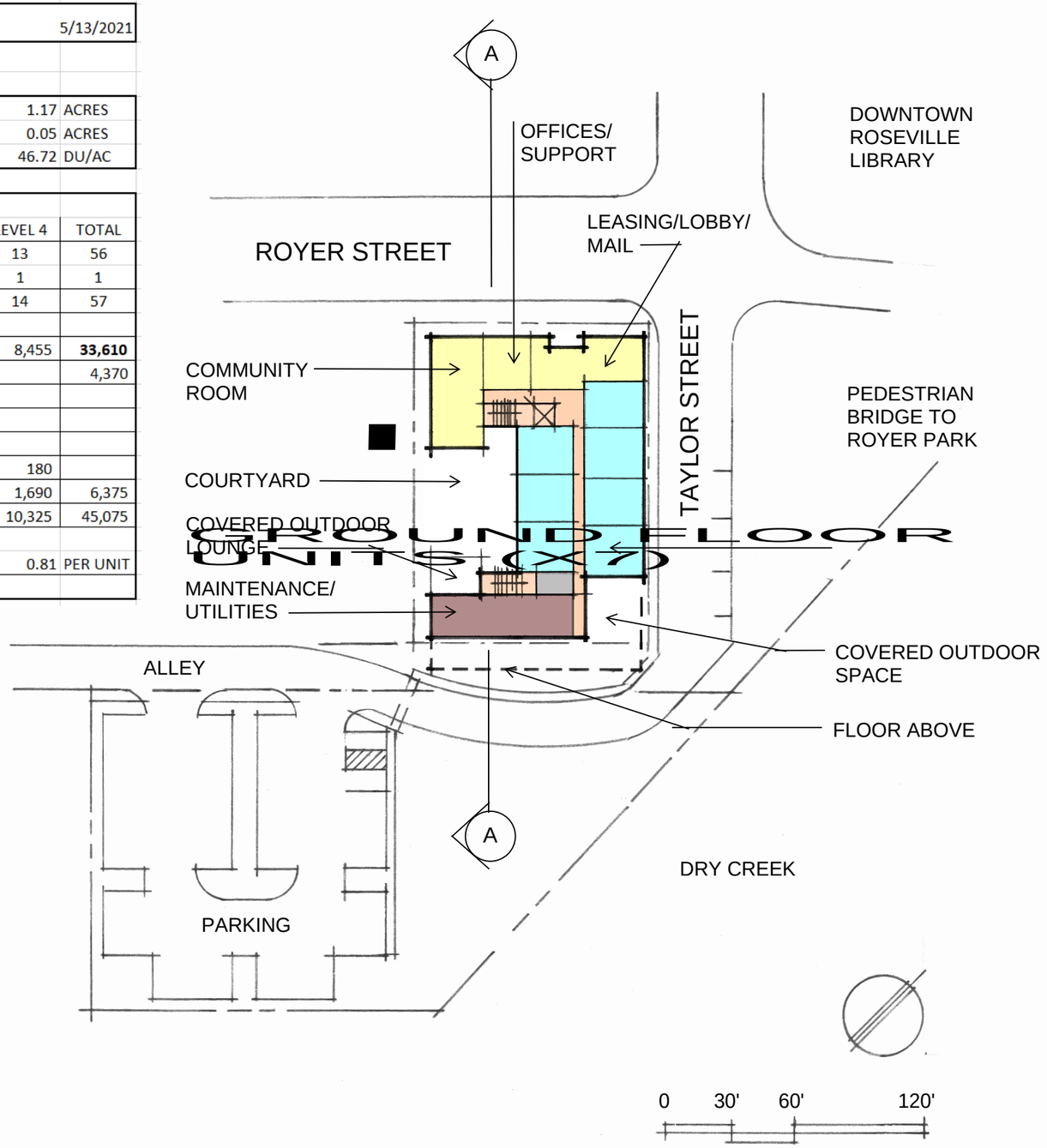
5/13/2021

PROJECT DATA

SITE AREA	50,965	SF	1.17	ACRES
ALLEY	2,180	SF	0.05	ACRES
DENSITY			46.72	DU/AC

SENIOR APARTMENTS

			LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	TOTAL
1BR	22.5 X 26'	585 SF	7	18	18	13	56
2BR	33' X 26'	850 SF	0	0	0	1	1
TOTAL			7	18	18	14	57
NET RENTABLE AREA			4,095	10,530	10,530	8,455	**33,610**
AMENITIES (COURTYARD NOT IN BLDG AREA)			4,370				4,370
LEASING/OFFICES/MAIL			1,800				
COMMUNITY ROOM			1,170				
MAINTENANCE/UTILITIES			1,400				
LAUNDRY			180	180	180	180	
CIRCULATION			1,395	1,645	1,645	1,690	6,375
TOTAL FLOOR AREA			10,040	12,355	12,355	10,325	45,075
PARKING PROVDIDED			46	SPACES		0.81	PER UNIT
APPROX. PARKING AREA			19,020	SQ. FT.			



LPAS Architecture + Design

CONCEPTUAL SITE PLAN

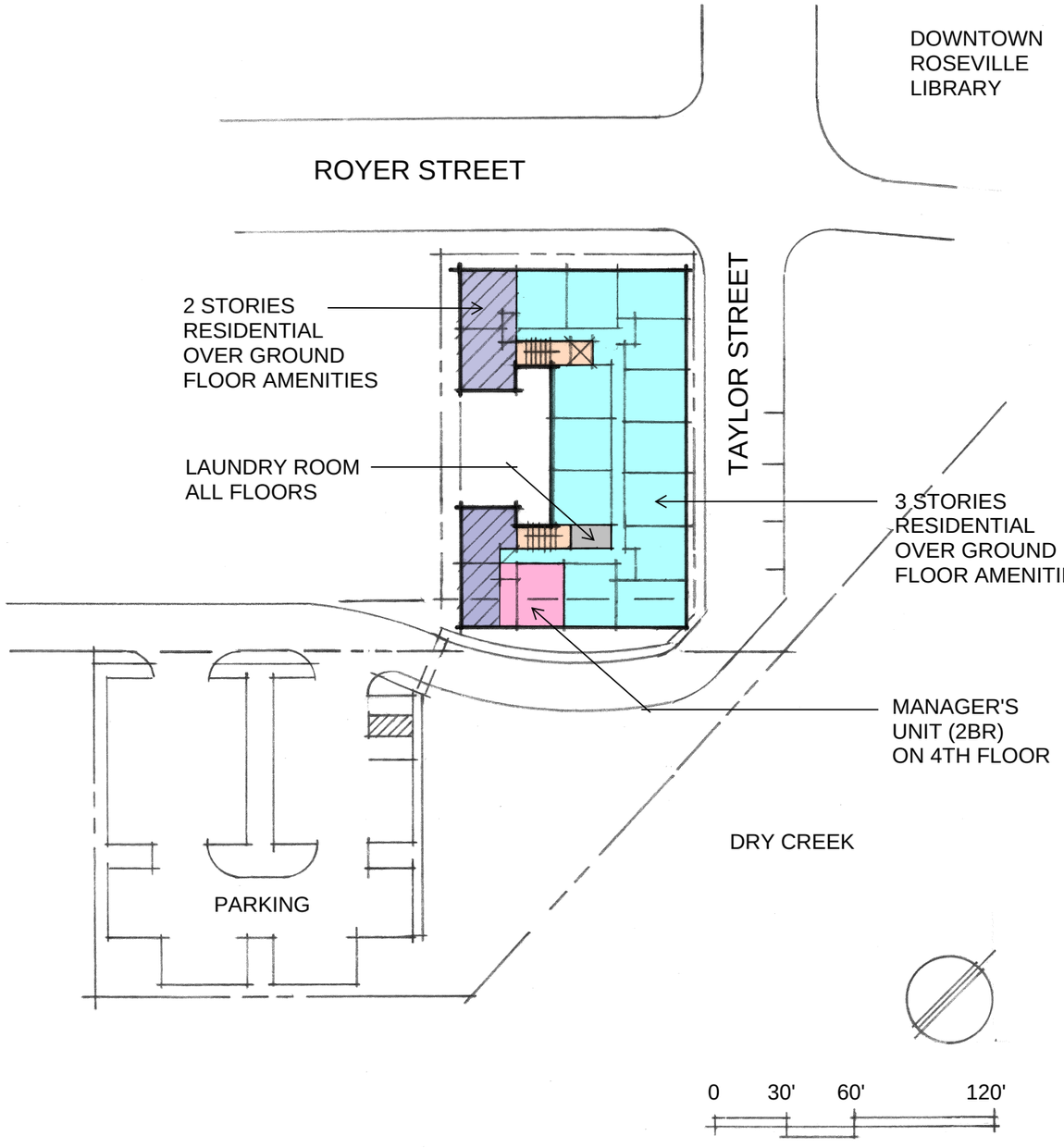
GROUND FLOOR PLAN

ROYER ST. APARTMENTS | Roseville, CA

01

PROJECT NO. 1332-0004

May 13, 2021



LPAS
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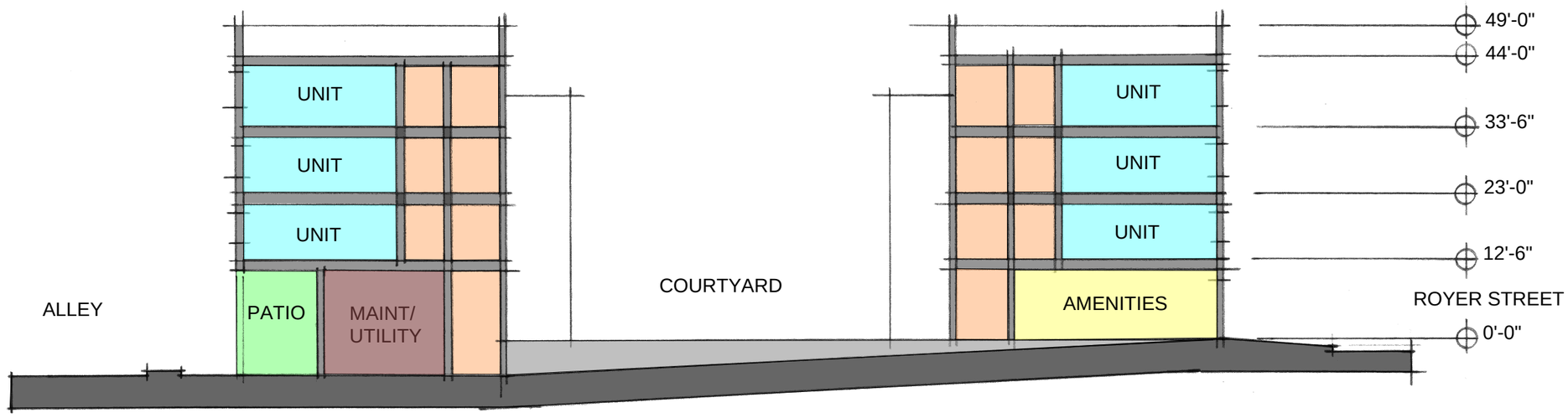
BUILDING PLANS
UPPER FLOOR PLANS

ROYER ST. APARTMENTS | Roseville, CA

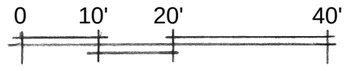
02

PROJECT NO. 1332-0004

May 13, 2021



SECTION A-A



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SITE / BUILDING SECTION

ROYER ST. APARTMENTS | Roseville, CA

03

PROJECT NO. 1332-0004

May 13, 2021

VIEW FROM WEST

VIEW FROM EAST

LPAS Architecture + Design

3D MODEL VIEWS

ROYER ST. APARTMENTS | Roseville, CA

PROJECT NO. 1332-0004

04

May 13, 2021

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ARCHITECTURAL INSPIRATION IMAGES

BRIDGE HOUSING/SENIOR DEVELOPMENTS

BRIDGE has participated in the development of over 4,100 homes for seniors with over 500 seniors units in the pipeline.

Completed Projects	Location	Units
25 Sanchez	San Francisco	90
255 Woodside	San Francisco	110
3850 18th Street	San Francisco	107
462 Duboce	San Francisco	42
Alta Torre	Palo Alto	56
Armstrong Place Senior Housing	San Francisco	116
Celadon at 9th & Broadway*	San Diego	63
Chelsea Gardens*	Santa Rosa	26
Chestnut Creek	S. San Francisco	40
Coleridge Park Homes	San Francisco	49
Cornelius Place	Cornelius	45
Emery Villa Apartments	Emeryville	50
Frank G. Mar Community Housing	Oakland	65
Foothill Farms	Sacramento	138
Geraldine Johnson Manor	San Francisco	54
Heritage Park	Livermore	167
Heritage Square	Pasadena	70
Independence Plaza	Alameda	186
La Vereda	San Leandro	85
Madera Vista*	Temecula	20
Mabuhay Court	San Jose	96
Magnolia Plaza	S. San Francisco	125
Marina Tower Annex	Vallejo	57
Marina Tower Apartments	Vallejo	155
Metro Center Senior Homes	Foster City	60
Mission Dolores	San Francisco	91
North Beach Place*	San Francisco	48
Oak Circle	San Jose	100
Ocean View	Pacifica	99
Pacific Oaks	Pacifica	104
Pinole Grove Apartments	Pinole	70
Redwood Shores	Vallejo	120
Rotary Valley Senior Village	Lucas Valley	80

Completed Projects	Location	Units
San Rafael Commons	San Rafael	83
Sierra Vista Apartments	Sacramento	78
St. Joseph's Senior	Oakland	84
Strobridge Court*	Castro Valley	96
Sutterview Apartments	Sacramento	76
Sycamore Place	Danville	74
The Arbors	Hercules	60
The Carquinez	Richmond	36
The Coronet	San Francisco	150
The Fountains	Mountain View	124
The Parkview	Pleasanton	105
The Peninsula Regent	San Mateo	207
Victoria at COMM22	San Diego	70
Visitacion Garden	Brisbane	14
Washington Plaza	Sacramento	76
Woodland Park	Hillsboro, OR	40
Total Completed		**4,157**
In Construction		
735 Davis	San Francisco	54
Total in Construction		**54**
Predevelopment		
Kindred	San Diego	60
1740 San Pablo Avenue	Berkeley	61
Cedar & Kettner	San Diego	64
Heritage Square Phase 2	Pasadena	70
Paloma Del Mar (acq/rehab)	Watsonville	130
Vermont & Manchester Senior	Los Angeles	62
Westview Village Senior	Ventura	50
Total in Predevelopment		**497**
GRAND TOTAL		**4,708**

* Mixed Population Development

BRIDGE Housing

BUILDING SUSTAINING LEADING

Foothill Farms, Sacramento, CA

Located in Sacramento, Foothill Farms was a former parking lot redeveloped into a senior rental community providing 138 apartment homes.

Affordable Units / Total Units: 138 / 138
Original Project Value: $26,000,000

Designed in a traditional style with earth-tone buildings surrounding a series of lush, landscaped courtyards, the apartments feature semi-private patios and decks, wall-to-wall carpeting and all-electric kitchens with dishwashers. Elevators and an emergency call system provide convenience and additional safety for senior residents. Among the shared amenities are an elegant community room, pool and spa, bocce ball court, community garden and on-site laundry. The central courtyard also functions as a bioswale, filtering and slowing storm runoff prior to its entry into the public storm drainage system. The site offers easy access to shopping, transportation and other amenities. Foothill Farms represents the culmination of many years of effort by the community to bring about the successful redevelopment of a formerly underutilized parking lot as new housing.

Architect: Kuchman Architects, PC

General Contractor: TRICORP HEARN Construction

Financial Partners: Sacramento Housing and Redevelopment Agency, Wells Fargo, California Community Reinvestment Corp

The Rivermark, West Sacramento, CA

Situated in the 188-acre Bridge District smart growth area along the Sacramento River, The Rivermark offers 70 units of affordable housing for families.

Affordable Units / Total Units: 70 / 70
Original Project Value: $28,000,000

Residents of The Rivermark have access to an indoor community room and classroom space located on the ground floor of the building—designed with large windows that activate the corridor along Fifth Street. Residents can enjoy landscaped outdoor space along Fifth Street and a peaceful community courtyard including a children's rock climbing wall. The development will be GreenPoint Rated and includes a number of efficient building systems and components. The property is located three blocks from Raley Field (home to the Sacramento River Cats baseball team), a block from the River Walk Trail and is within walking distance of the Yolobus stop, which provides transit within West Sacramento and across the river to downtown Sacramento.

Architect: David Baker + Partners Architects

General Contractor: Sunseri Associates, Inc.

Financial Partners: City of West Sacramento, Chase, Raymond James, California Department of Housing and Community Development, California Community Reinvestment Corporation

Cornelius Place, Cornelius, OR

Cornelius Place brings 45 apartment homes for low-income seniors along with a new public library to Cornelius, Oregon.

Affordable Units / Total Units: 45 / 45
Original Project Value: $13,005,000

BRIDGE partnered with Bienestar, Inc. and the City of Cornelius to develop Cornelius Place, a mixed-use development located near city services and amenities. The multi-use Cornelius Place development houses the expanded Cornelius Public Library including much-needed community convening space, a YMCA center, and 45 affordable apartments for adults age 55 and older. The new library provides a variety of services to support children, families, and seniors, including pre-reading and early education programs, student success programs and adult education. The residential component of Cornelius Place includes two floors of studio, one- and two-bedroom apartments for seniors with household incomes of up to 50-60 percent of Area Median Income (AMI). 11 of the households utilize project-based Section 8 vouchers, thereby allowing the project to target even deeper affordability with those residents paying no more than 30% of their income in rent. In addition to the expanded public library, the property features community convening space, a YMCA center, a landscaped courtyard and a resident community room for social gatherings and resident programs.

Architect: Scott Edwards Architecture **Contractor:** Walsh Construction Co.

Financial Partners: Oregon Housing and Community Services, Metro, Washington County, Housing Authority of Washington County, City of Cornelius, Enterprise Community Investment, Heritage Bank, Network for Oregon Affordable Housing, State of Oregon, State of Oregon Department of Administrative Services

Madera Vista, Temecula, CA

Madera Vista was originally a partially constructed, foreclosed property in Temecula when BRIDGE took on this phased development.

Affordable Units / Total Units: 110 / 110
Original Project Value: $32,005,000

Madera Vista is a three-phase, intergenerational, mixed-income property located in Temecula. Phase One comprises 20 affordable apartments for households earning up to 80% of the area median income and Phases Two and Three offer 70 affordable apartments for households earning 30-60% of the area median income, as well as 20 units designed specifically for seniors. Seven apartments are set aside for Project-Based Section 8 vouchers and filled on a referral basis from the Housing Authority of the County of Riverside.

Madera Vista is located close to transit and amenities including two grocery stores, a hardware store, banks and other retail shops, along with several nearby large parks.

Architects: Phase I: Irwin Pancake; Phases II & III: KTGY Group, Inc.

General Contractors: Phase I & II: Wermers Multifamily; Phase III: Sun Country Builders

Financial Partners: All Phases: City of Temecula; Phase II: Wells Fargo, California Community Reinvestment Corporation; Phase III: County of Riverside Economic Development Agency, Housing Authority of the County of Riverside, Citibank, National Equity Fund, California Debt Limit Allocation Committee; Phases II & III: California Tax Credit Allocation Committee

BRIDGE Property Management Company (BPMC)

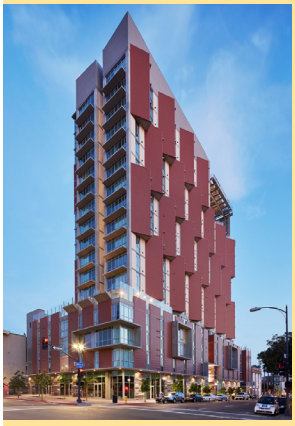
In 1988, BRIDGE launched an in-house property management company to maintain high-quality standards and community responsiveness in our award-winning developments.

To the benefit of our residents, partners and partners, we are careful stewards of the operational, physical and financial health of our properties. Today BPMC manages approximately 9,000 rental apartments in more than 90 developments. BPMC also manages 61,000+ square feet of commercial space within our buildings, including projects with community-serving uses such as childcare centers and health clinics. Property management revenues in excess of costs are reinvested to support resident and community services, and to create new affordable housing opportunities.

Among the responsibilities of our dedicated, professional team:

- Leasing activities, including applicant screening and initial income certification
- Rent collection
- Annual income recertifications for existing residents
- Maintenance of apartments and common areas
- Collaboration with service providers to support residents' housing retention
- Community activities and resident relations

BPMC has a proven track record of managing properties with complex regulatory requirements, including set-aside for special populations, a range of rental tiers and layered subsidy programs such as low income housing tax credits, tax exempt bonds, HOME, CDBG, HOPWA, Section 8, Federal Home Loan Bank Affordable Housing Program, MHP, RHCP and other sources.



BRIDGE Housing

BUILDING SUSTAINING LEADING

PROJECT DATA

ROYER STREET APARTMENTS		2/4/2022
PROPERY INFORMATION		
ADDRESS:	505 ROYER STREET, ROSEVILLE, CA 95678	
LAND USE DESIGNATION (GENERAL PLAN)	COMMUNITY COMMERCIAL (CC) DISTRICT)	
ZONING	COMMERCIAL MIXED USE (CMU) DISCTRICT	
SPECIFIC PLAN LAND USE DESIGNATION	CENTRAL BUSINES DISTRICT (CBD)	

LAND AREA SUMMARY		
BUILDING PARCEL	16,425 SF	0.38 ACRES
DENSITY		182.99 DU/AC
ALLEY PARCEL	982 SF	0.02 ACRES
PARKING PARCEL	34,053 SF	0.78 ACRES
TOTAL DEVELOPED LAND (BUILDING/ALLEY/PARKING	51,460 SF	1.18 ACRES

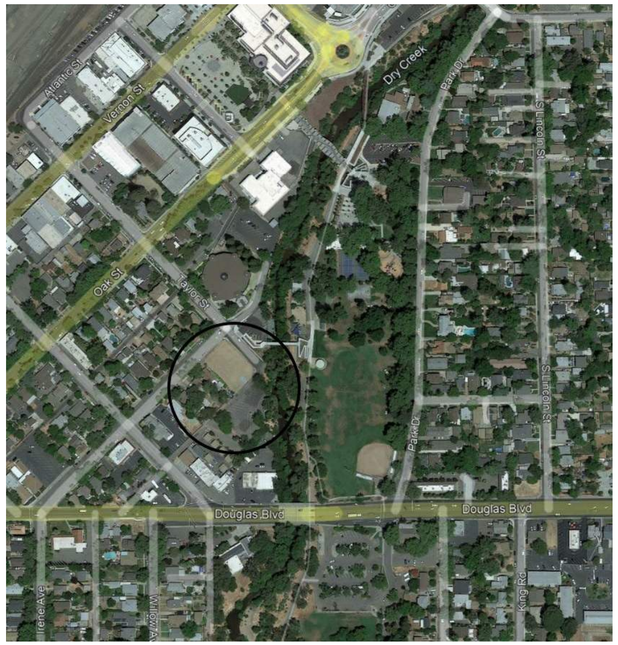
FAR REQUIREMENT				
PER DRY CREEK MIXED USE DISTRICT DEVELOPMENT STANDARDS	MIX.	2.00	MAX.	3.50
PROVIDED				3.38

RESIDENTIAL UNITS			LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	TOTAL
STUDIOS	469 - 564 SF	12%	1	1	2	2	2	8
1 BDR	574 - 675 SF	87%	6	11	16	16	11	60
2 BDR	896 SF	1%	0	0	0	0	1	1
TOTAL			7	12	18	18	14	69

NET RENTABLE AREA	4,014	7,176	10,806	10,806	8,513	**41,315**
AMENITIES AND SERVICE	4,938					4,938
LOBBY/LEASING/MAIL	1,064					
OFFICES	933					
COMMUNITY ROOM	1,328					
LAUNDRY	148	155	155	155	155	
TRASH	390	-	-	-	-	
MAINTENANCE/UTILITIES	1,075					
CIRCULATION	1,319	1,723	2,103	2,103	2,005	9,253
TOTAL FLOOR AREA	10,271	8,899	12,909	12,909	10,518	**55,506**

PARKING			
RESIDENT PARKING REQUIRED			
(PER STATE DENSIDY BONUS LAW)	0.50 PER UNIT	35	SPACES
PARKING PROVIDED	0.88 PER UNIT	61	SPACES

VICINITY MAP



ROYER STREET APARTMENTS

505 ROYER STREET ROSEVILLE, CA 95678

ENTITLEMENT SUBMITTAL

PROJECT TEAM

OWNER / DEVELOPER:

BRIDGE HOUSING CORPORATION
600 CALIFORNIA STREET, SUITE 900
SAN FRANCISCO, CA 94108

CONTACT: CLAIRE KOSTOHRYZ
415.321.4013
CKOSTOHRYZ@BRIDGEHOUSING.COM

ARCHITECT:

LPAS ARCHITECTURE + DESIGN
2484 NATOMAS PARK DRIVE, SUITE 100
SACRAMENTO, CA 95833

CONTACT: CHRIS KELLY
916.443.0335
CKELLY@LPAS.COM

LANDACAPE ARCHITECT:

LPAS ARCHITECTURE + DESIGN
2484 NATOMAS PARK DRIVE, SUITE 100
SACRAMENTO, CA 95833

CONTACT: THAIS DEL CASTILLO
916.443.0335
TDELCASTILLO@LPAS.COM

CIVIL ENGINEER:

BKF ENGINEERING.
980 9TH STREET, SUITE 2300
SACRAMENTO, CA 95614

CONTACT: JIM MCCURDY
916.556.5800
JMCCURDY@BKFCOM

SHEET INDEX

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A01 OVERALL SITE PLAN
A02 RENDERING
A03 RENDERING
A04 BUILDING PLANS
GROUND FLOOR
SECOND FLOOR
A05 BUILDING PLANS
THIRD FLOOR
FOURTH FLOOR
A06 BUILDING PLANS
FIFTH FLOOR
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C04 PRELIMINARY GRADING PLAN
C05 PRELIMINARY UTILITY PLAN
C06 PRELIMINARY STORMWATER QUALITY PLAN

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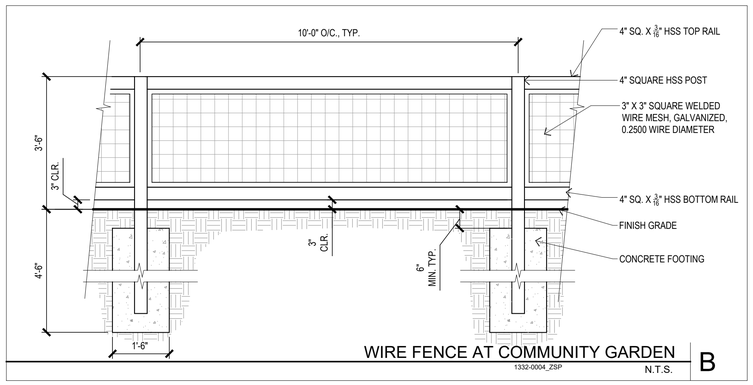
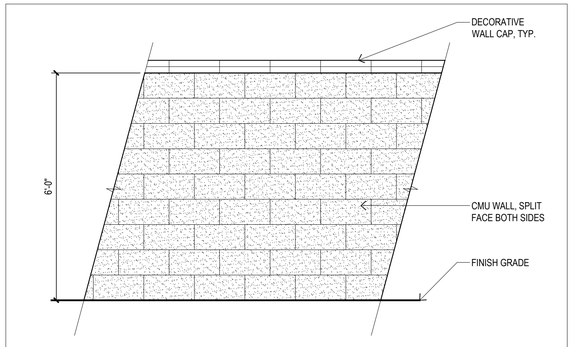
COVER SHEET

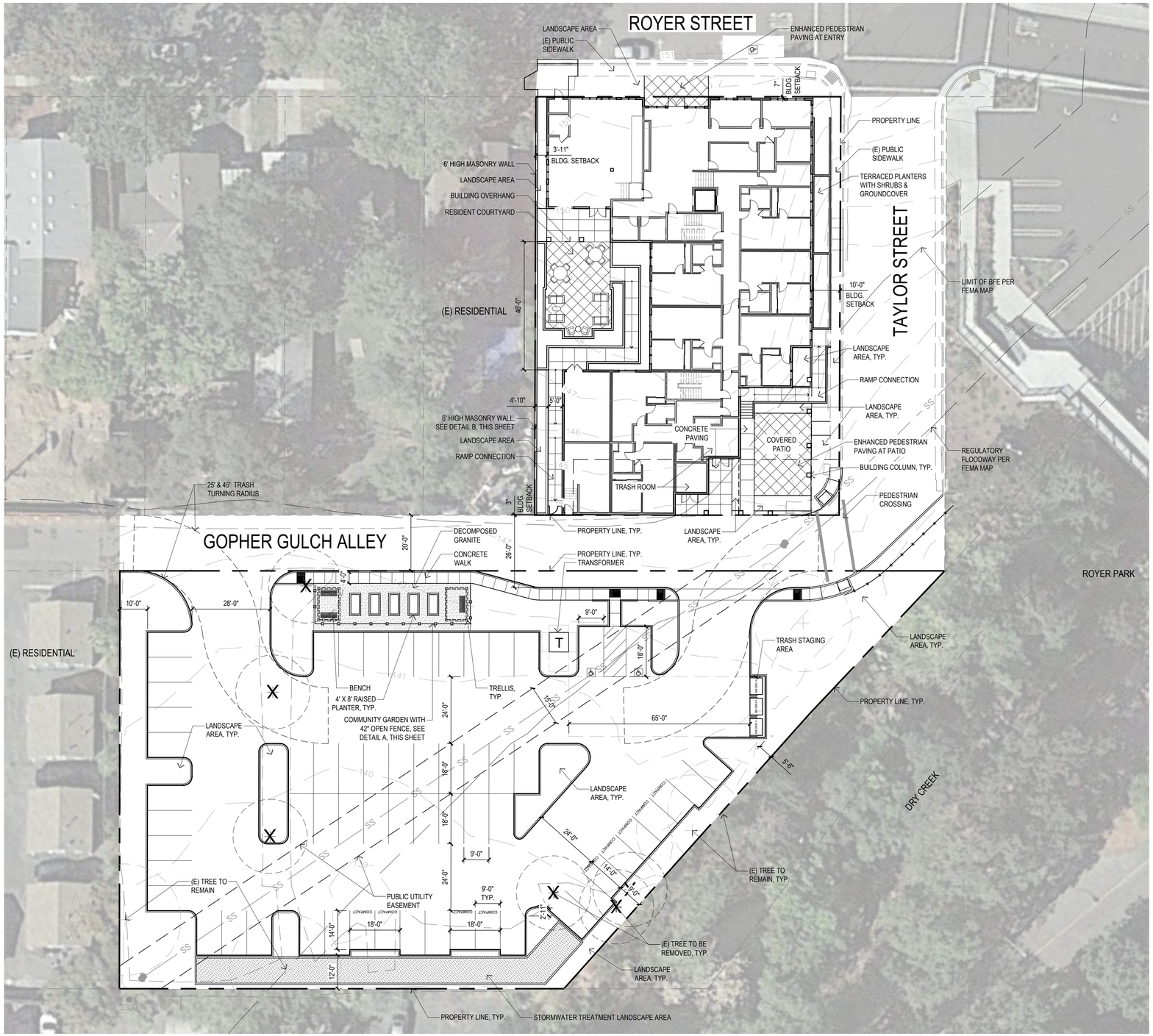
18' HIGH PARKING LOT LIGHT
N.T.S. C



WIRE FENCE AT COMMUNITY GARDEN
1332-0004_ZSP
N.T.S. B



CMU WALL AT PROPERTY LINE
N.T.S. A



0 20 40 60
SCALE: 1" = 20'-0" FT

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OVERALL SITE PLAN

ROYER STREET | ROSEVILLE, CA

A01

PROJECT NO. 1332-0004

02/04/2022

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PERSPECTIVE RENDERING

ROYER STREET VIEW

ROYER STREET APARTMENTS | ROSEVILLE, CA

A02

PROJECT NO. 1332-0004

02/04/2022

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PERSPECTIVE RENDERING

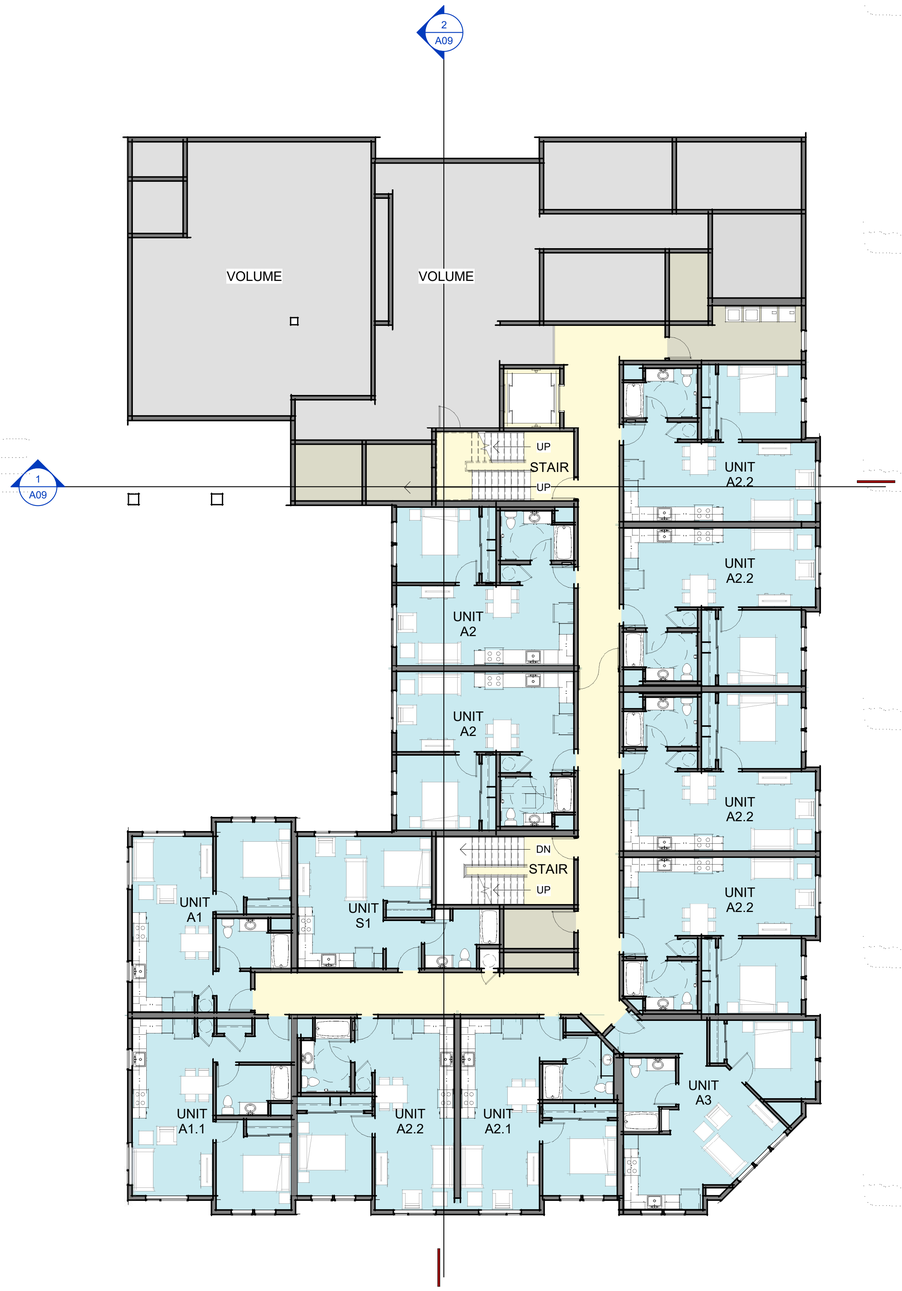
TAYLOR STREET VIEW

ROYER STREET APARTMENTS | ROSEVILLE, CA

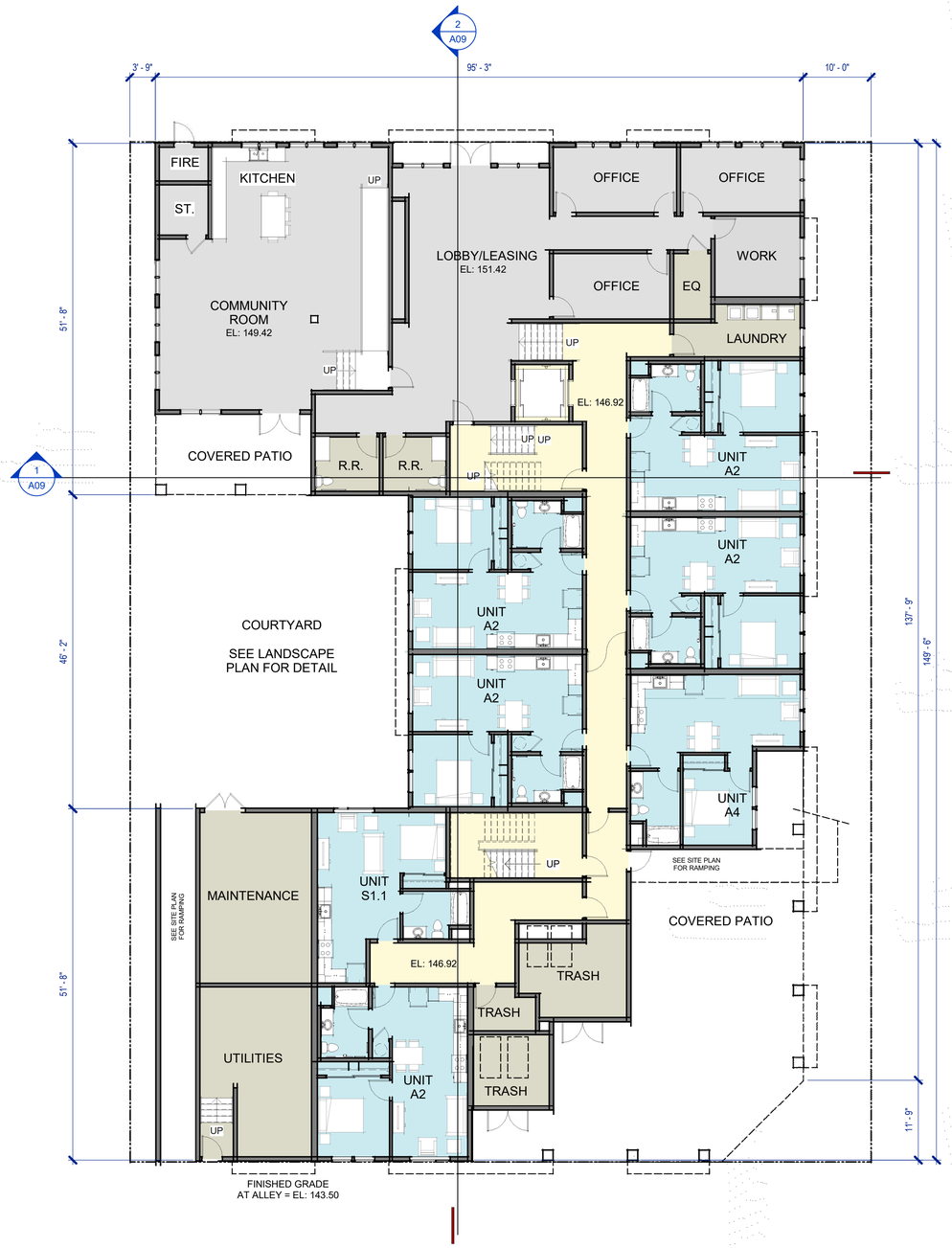
A03

PROJECT NO. 1332-0004

02/04/2022



SECOND FLOOR PLAN | 2
3/32" = 1'-0"



FIRST FLOOR PLAN | 1
3/32" = 1'-0"

0 4 8 12
FT
SCALE: 3/32"=1'-0"

LPAS
Architecture + Design

BUILDING PLANS

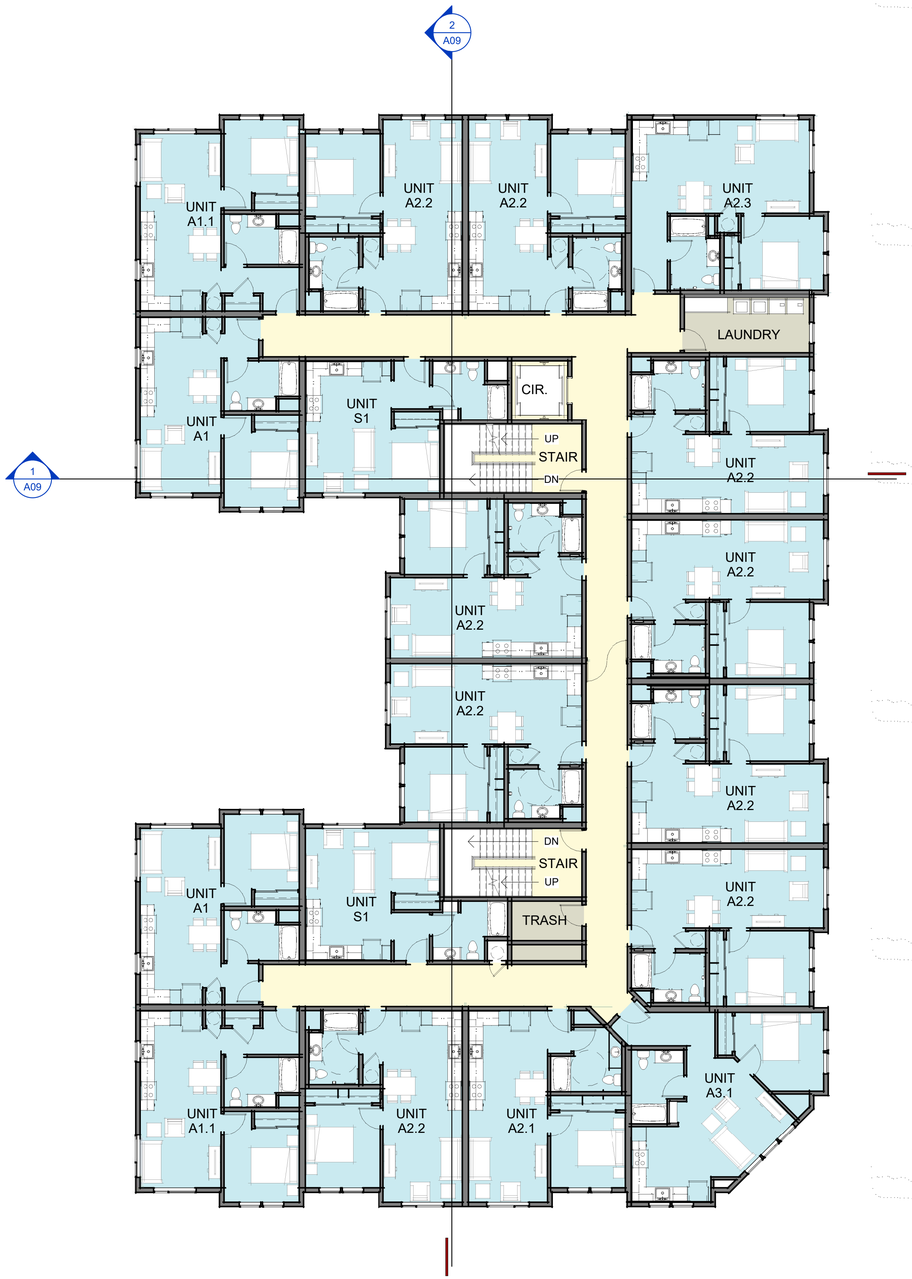
FIRST AND SECOND FLOOR PLANS

ROYER STREET APARTMENTS | ROSEVILLE, CA

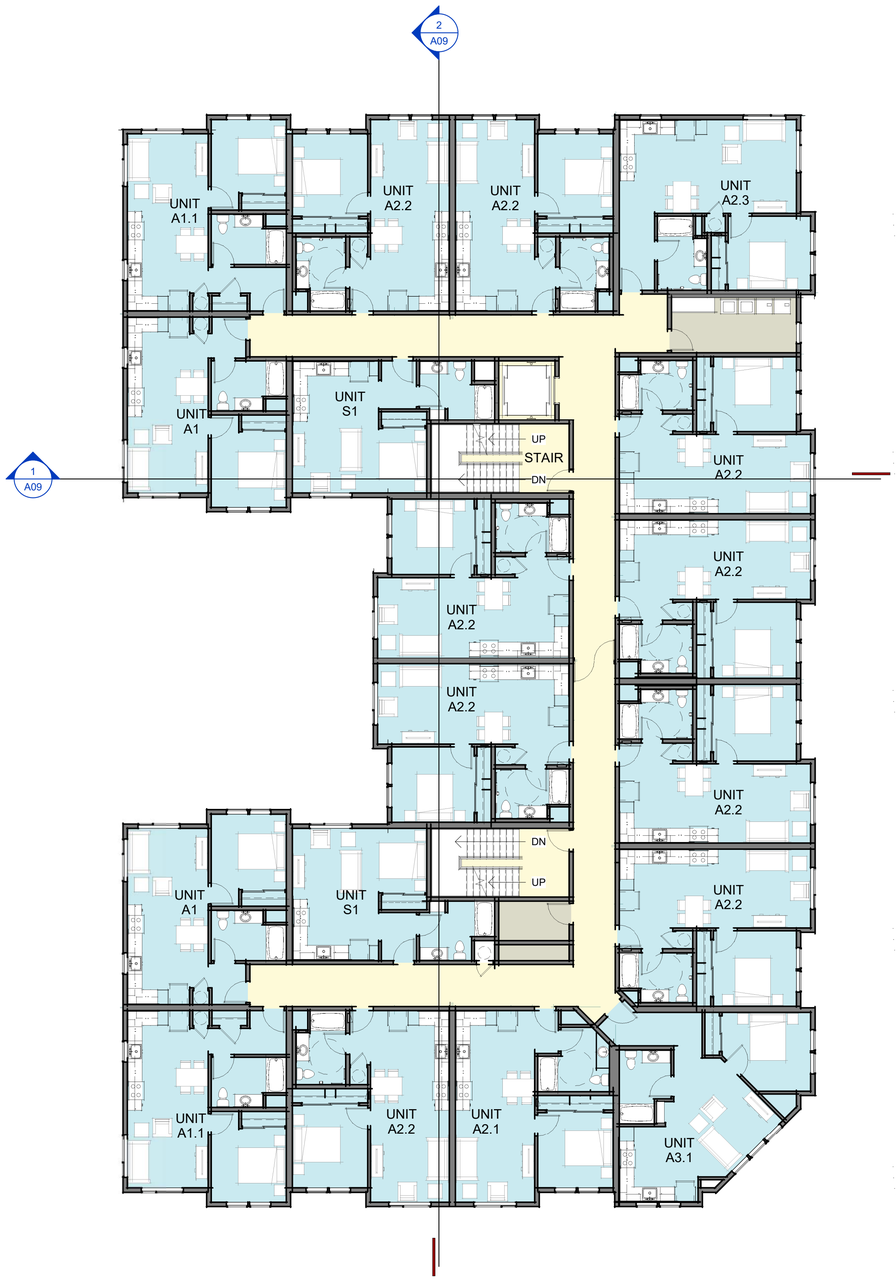
A04

PROJECT NO. 1332-0004

02/04/2022



FOURTH FLOOR PLAN | 2
3/32" = 1'-0"



THIRD FLOOR PLAN | 1
3/32" = 1'-0"

0 4 8 12 FT
SCALE: 3/32"=1'-0"

LPAS
Architecture + Design

BUILDING PLANS

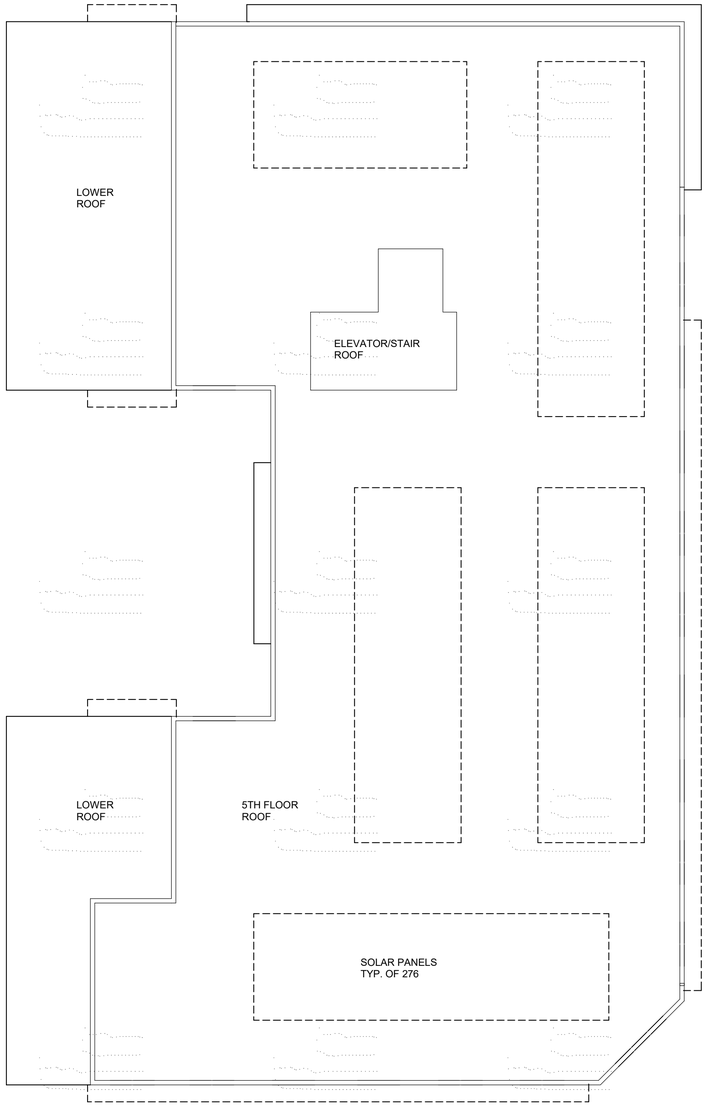
THIRD AND FOURTH FLOOR PLANS

ROYER STREET APARTMENTS | ROSEVILLE, CA

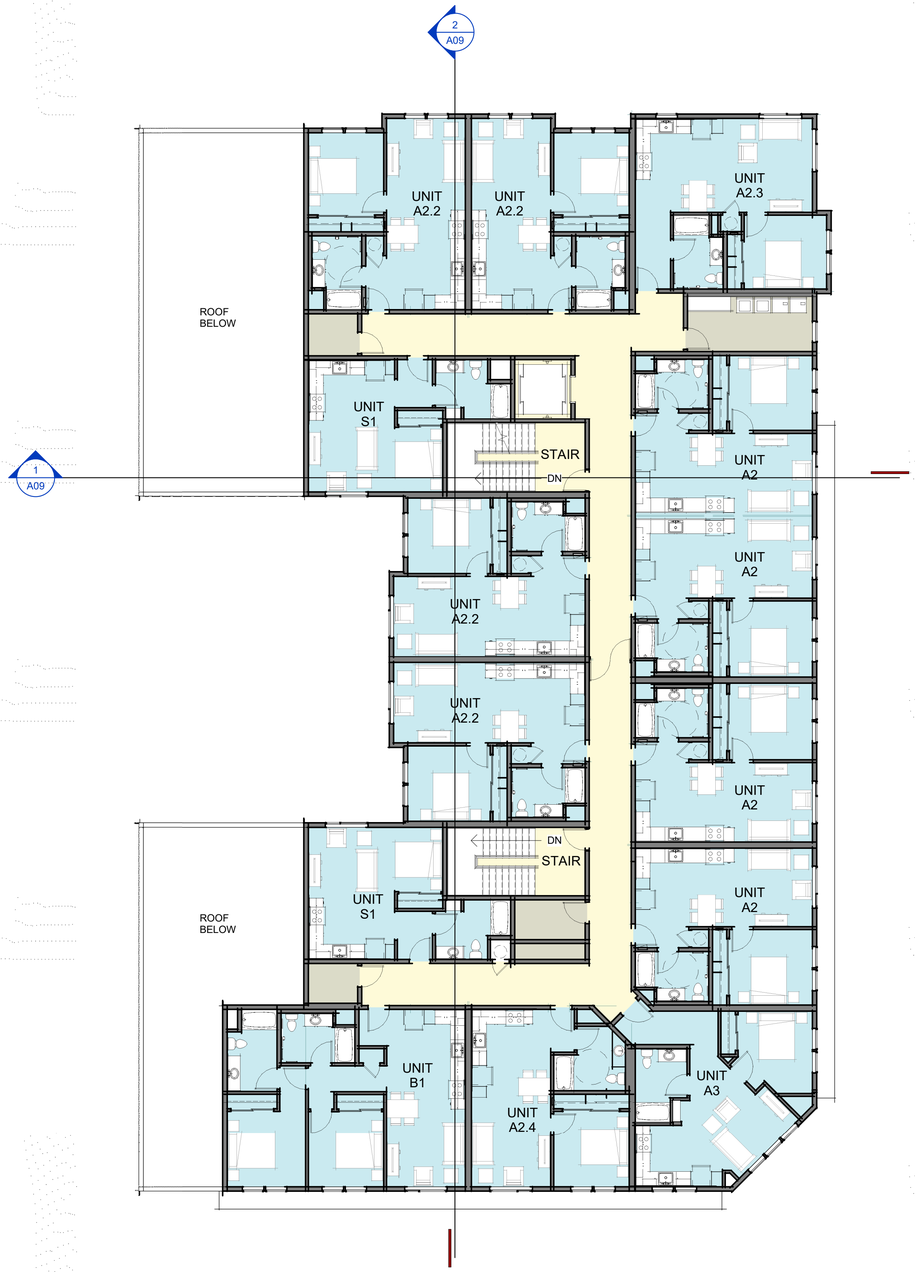
A05

PROJECT NO. 1332-0004

02/04/2022



ROOF PLAN 2
3/32" = 1'-0"



FIFTH FLOOR PLAN 1
3/32" = 1'-0"

0 4 8 12
FT
SCALE: 3/32"=1'-0"

LPAS
Architecture + Design

BUILDING PLANS

FIFTH FLOOR PLAN AND ROOF PLAN

ROYER STREET APARTMENTS | ROSEVILLE, CA

A06

PROJECT NO. 1332-0004

02/04/2022

1. CEMENT PLASTER - OFF-WHITE

2. CEMENT PLASTER - MEDIUM GRAY

3. CEMENT PLASTER - LIGHT GRAY

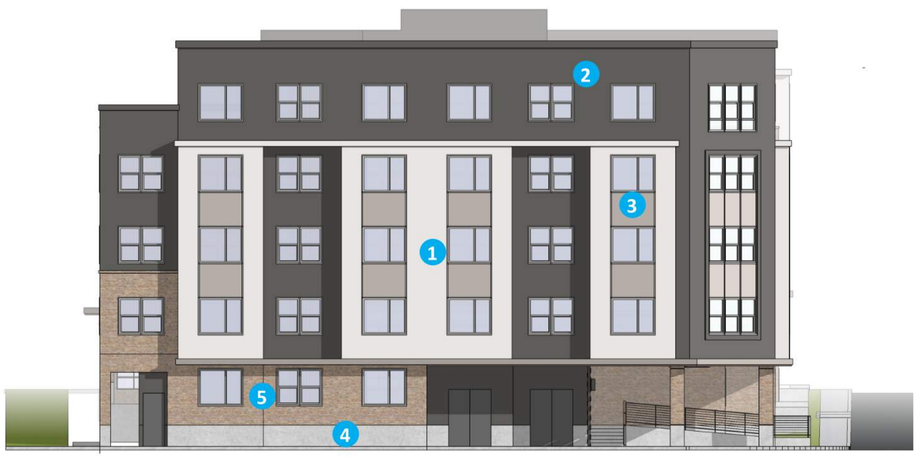
4. EXPOSED CONCRETE

5. THIN BRICK- SANDY RED BLEND

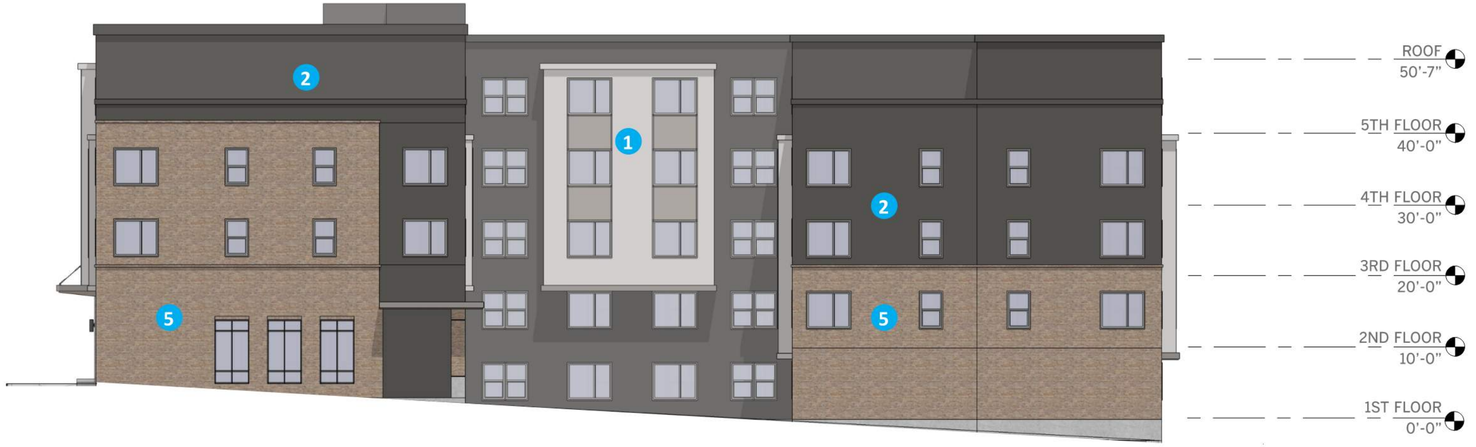
6. DARK METAL TRIM

NORTH ELEVATION (ROYER STREET)

EAST ELEVATION (TAYLOR STREET)



SOUTH ELEVATION (GOPHER GULCH ALLEY)



WEST ELEVATION

0 4 8 12
FT
SCALE: 3/32"=1'-0"

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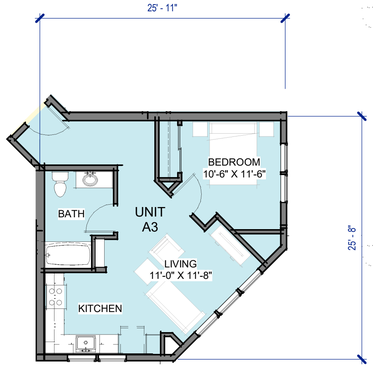
EXTERIOR ELEVATIONS

ROYER STREET APARTMENTS | ROSEVILLE, CA

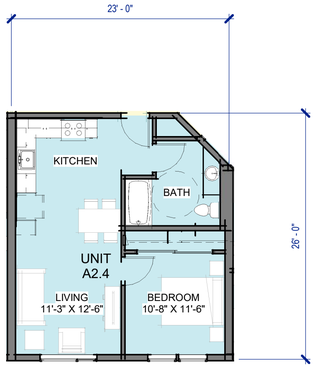
A07

PROJECT NO. 1332-0004

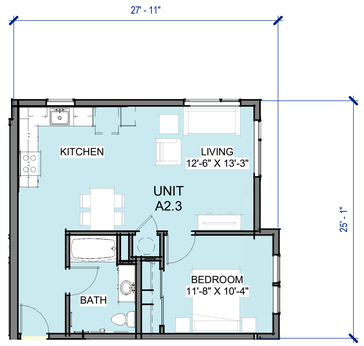
02/04/2022



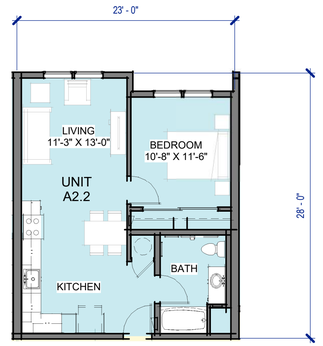
598 S.F. | Unit A3 | 10
1 OCCURANCE | 1/8" = 1'-0"



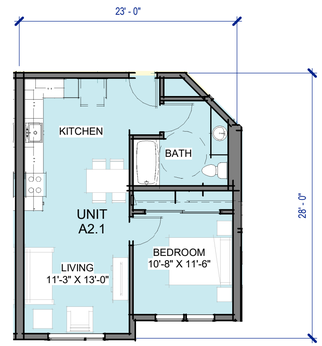
574 S.F. | Unit A2.4 | 9
1 OCCURANCE | 1/8" = 1'-0"



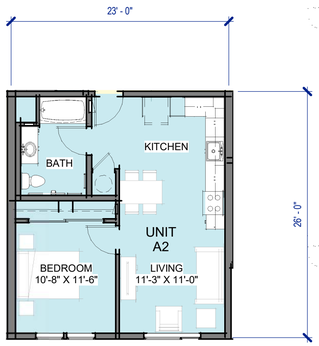
675 S.F. | Unit A2.3 | 8
3 OCCURANCES | 1/8" = 1'-0"



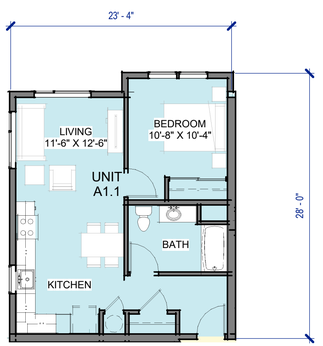
614 S.F. | Unit A2.2 | 7
27 OCCURANCES | 1/8" = 1'-0"



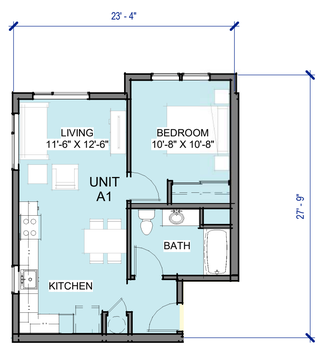
574 S.F. | Unit A2.1 | 6
3 OCCURANCES | 1/8" = 1'-0"



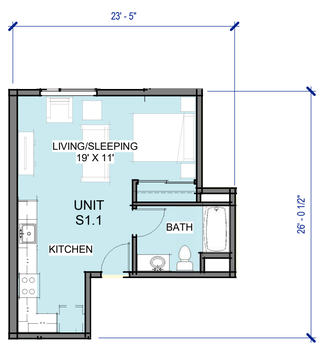
594 S.F. | Unit A2 | 5
11 OCCURANCES | 1/8" = 1'-0"



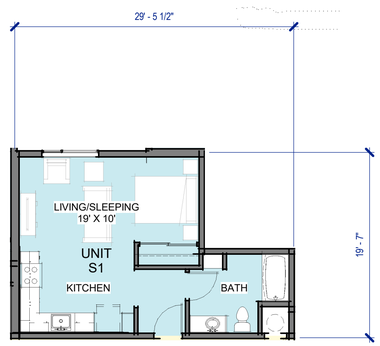
628 S.F. | Unit A1.1 | 4
5 OCCURANCES | 1/8" = 1'-0"



590 S.F. | UNIT A1 | 3
5 OCCURANCES | 1/8" = 1'-0"



469 S.F. | UNIT S1.1 | 2
1 OCCURANCE | 1/8" = 1'-0"



469 S.F. | UNIT S1 | 1
7 OCCURANCES | 1/8" = 1'-0"

0 4 8 12 FT
SCALE: 1/8"=1'-0"

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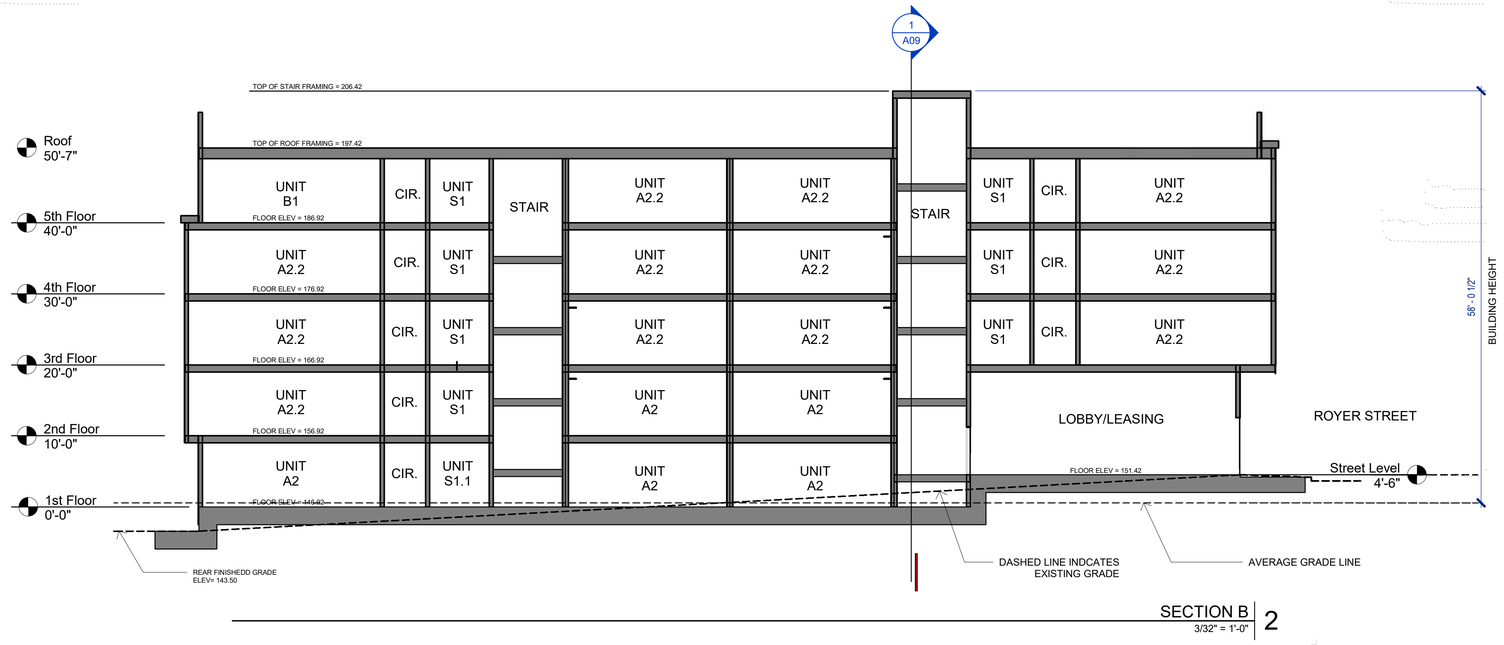
UNIT PLANS

ROYER STREET APARTMENTS | ROSEVILLE, CA

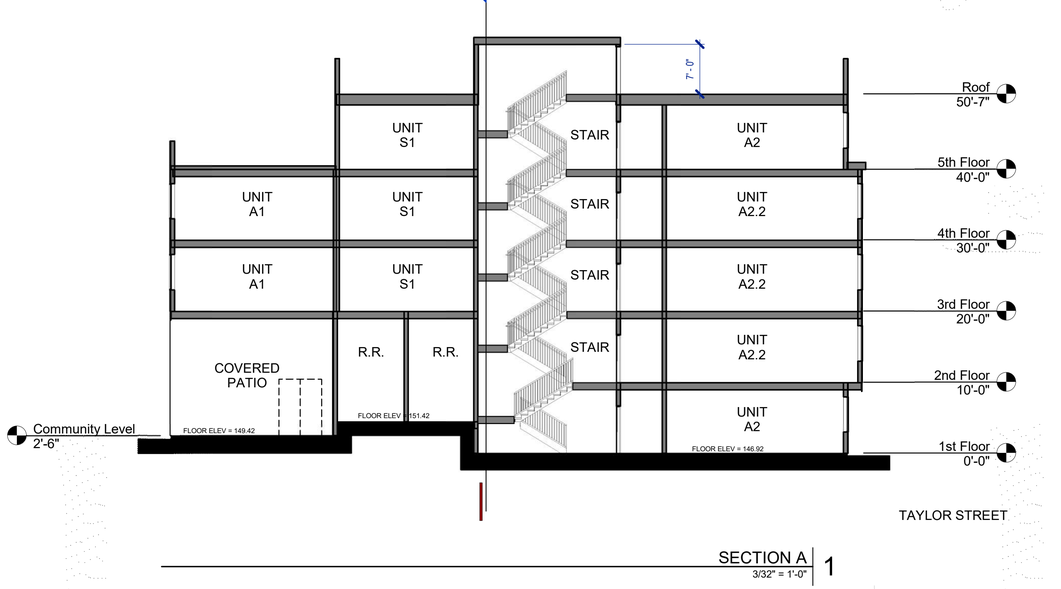
A08

PROJECT NO. 1332-0004

02/04/2022



SECTION B
3/32" = 1'-0" | 2



SECTION A
3/32" = 1'-0" | 1

0 4 8 12
FT
SCALE: 3/32"=1'-0"

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BUILDING SECTIONS

ROYER STREET APARTMENTS | ROSEVILLE, CA

A09

PROJECT NO. 1332-0004

02/04/2022

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	WATER USE	QTY	SIZE (HxW)
	Cercis occidentalis Western Redbud Multi-trunk	24"box	V. Low	9	15' X 15'
	Citrus reticulata Mandarin Orange	15 gal	Med	3	20' X 12'
	Pittosporum tenuifolium 'Silver Sheen' Silver Sheen Tawhiwhi	15 gal	Med	6	12' X 6'
	Quercus lobata Valley Oak	24"box	Low	17	35' X 35'

SHRUBS	BOTANICAL / COMMON NAME	CONT	WATER USE	SIZE (HxW)
	Anigozanthos 'Kanga Red' Kanga Red Kangaroo Paw	5 gal	Low	12" X 2'
	Bouteloua gracilis Blue Grama	5 gal	Low	18" X 18"
	Bulbine frutescens Stalked Bulbine	5 gal	Low	18" X 18"
	Cistus x `Bennett's White` Bennet's White Rockrose	5 gal	Low	5' X 5'
	Epilobium canum California Fuchsia	5 gal	Low	2' X 3'
	Helictotrichon sempervirens Blue Oat Grass	1 gal	Low	3' X 2'
	Loropetalum chinense `Purple Pixie` Purple Pixie Loropetalum	5 gal	Mod	2' X 4'
	Mahonia eurybracteata 'Soft Caress' Soft Caress Mahonia	5 gal	Low	3' X 4'
	Olea europaea `Little Ollie` TM Little Ollie Olive	5 gal	Low	5' X 5'
	Pennisetum orientale `Karley Rose` Oriental Fountain Grass	5 gal	Low	3' X 3'
	Rhaphiolepis indica `Clara` Indian Hawthorn	5 gal	Mod	4' X 4'
	Salvia leucantha Mexican Bush Sage	5 gal	Low	3' X 3'

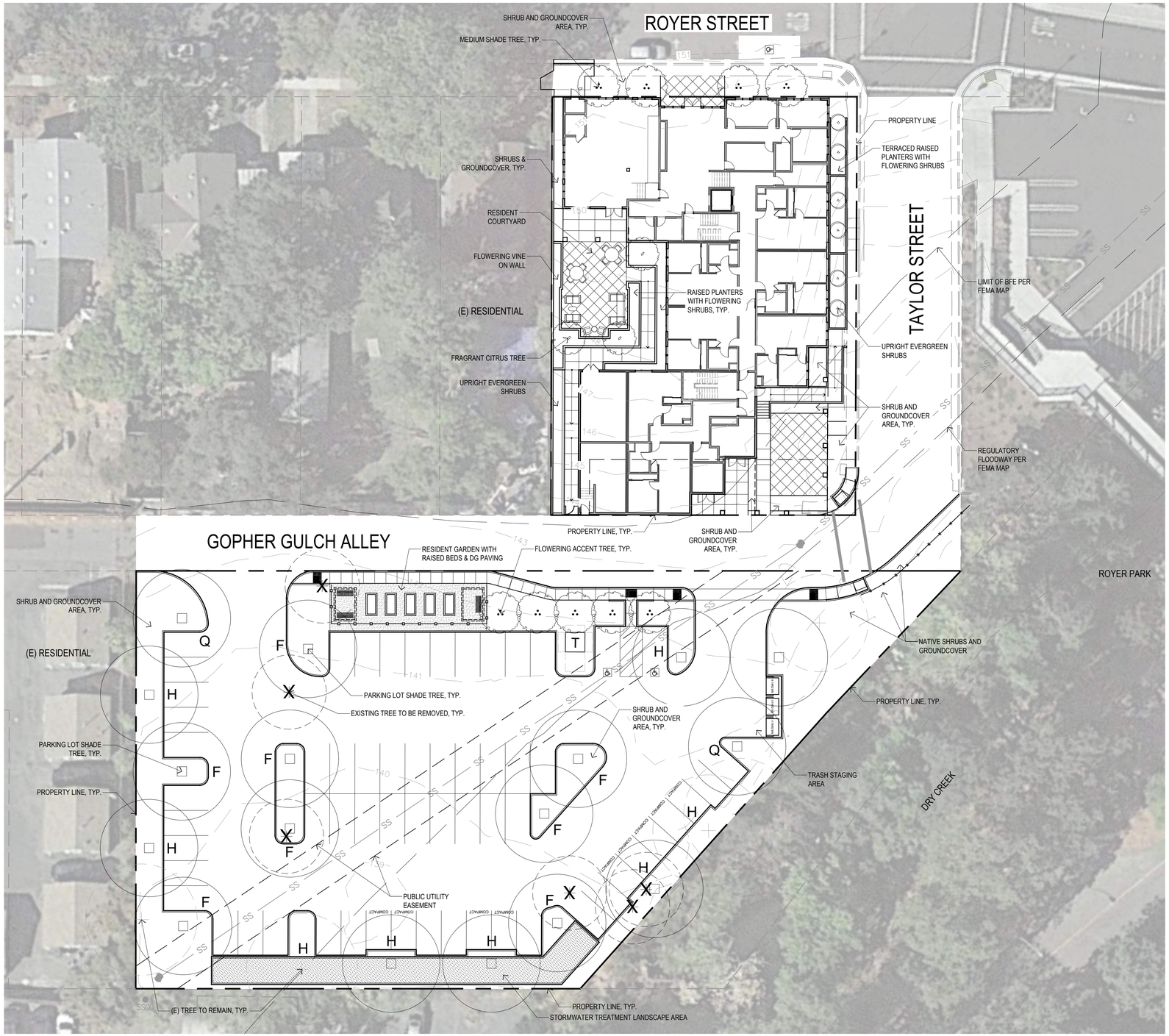
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WATER USE	SPACING
	Arctostaphylos uva-ursi 'Point Reyes' Kinnikinnick	1 gal	Low	48" o.c.
	Baccharis pilularis Coyote Brush	1 gal	Low	60" o.c.
	Biofiltration Sod Biofiltration Sod	sod	Low	
	Epilobium canum 'Everett's Choice' Everett's California Fuchsia	1 gal	Low	48" o.c.
	Rosa x 'Meizorland' White Drift Rose	1 gal	Low	24" o.c.

NOTE:
1. BIOTREATMENT PLANTERS TO BE PLANTED WITH BIOFILTRATION SOD.
2. LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC WEATHER-BASED IRRIGATION CONTROLLER ACCORDING TO HYDROZONES.
3. LANDSCAPE AND IRRIGATION DESIGN TO MEET MWELO REQUIREMENTS.

SHADE CALCULATION

Tree Species	Tree Size	Coverage	Qty	Area	Shade Total
Quercus lobata	35'	Full	8	962	7,696
		Three-Qtrs	0	722	0
		Half	8	481	3,848
		Quarter	2	241	482
				Total	12,026

Total Tree Shaded Area Provided	12,026
Precent of Parking Shaded	63.3%
Total Parking Area	19,010



0 20 40 60

SCALE: 1" = 20'-0" FT

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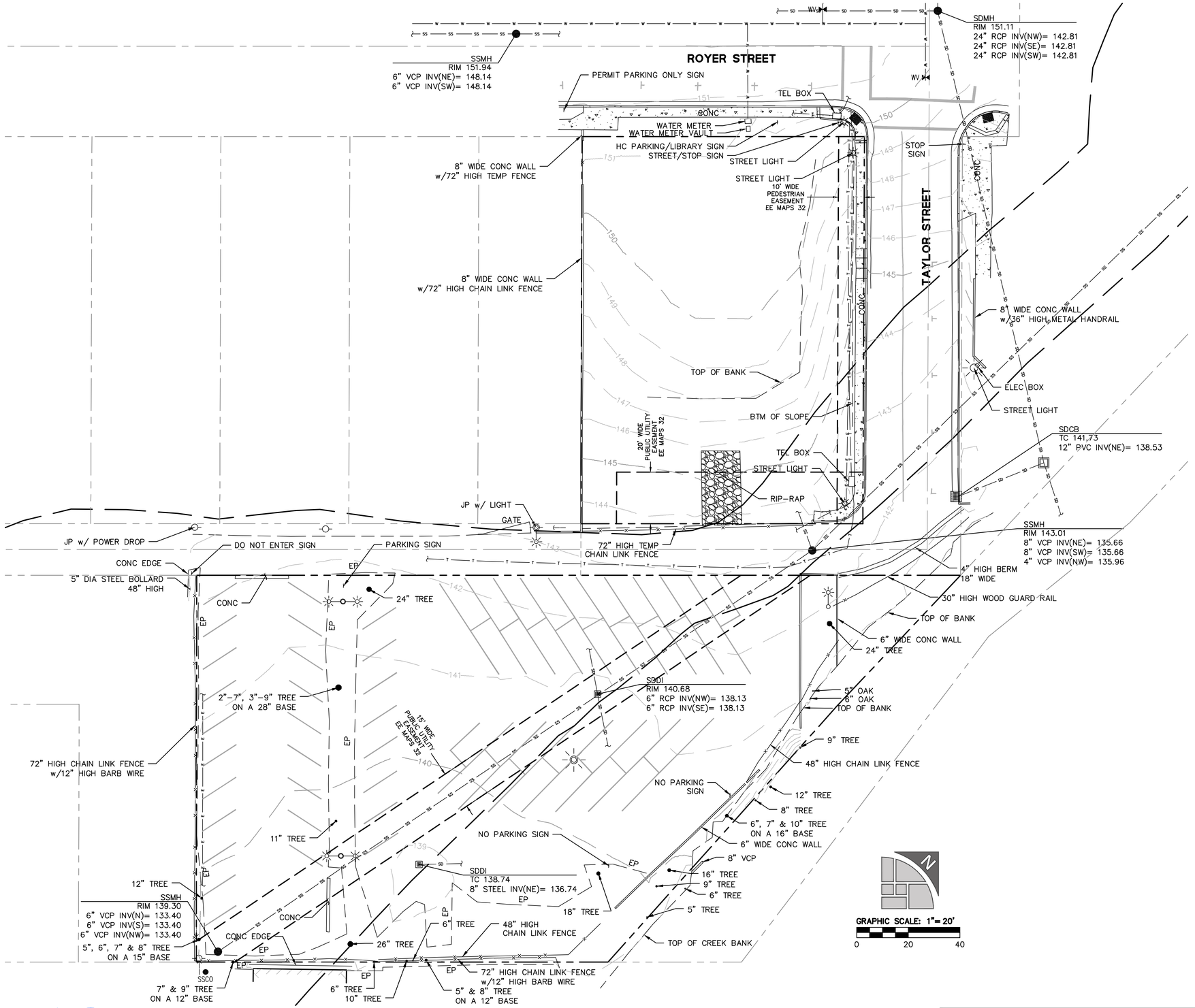
LANDSCAPE PLAN

ROYER STREET | ROSEVILLE, CA

L01

PROJECT NO. 1332-0004

02/04/2022



ABBREVIATIONS

SYMBOL	DESCRIPTION
AC	ASPHALTIC CONCRETE
BC	BEGIN OF CURVE
BTM	BOTTOM
BW	BACK OF WALK
CL	CENTERLINE
COM	COMMUNICATION
CONC	CONCRETE
COR	CORNER
CSP	CORRUGATED STEEL PIPE
DIA	DIAMETER
DW	DOMESTIC WATER
EP	EDGE OF PAVEMENT
E	ELECTRIC
EB	ELECTRIC BOX
EC	END OF CURVE
ELEV	ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
GB	GRADE BREAK
GND	GROUND ELEVATION
HCR	HANDICAP RAMP
INV	INVERT ELEVATION
JP	JOINT POLE
LG	LIP OF GUTTER
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
SDMH	STORM DRAIN MANHOLE
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEANOUT
SDDI	STORM DRAIN DROP INLET
SSCO	SANITARY SEWER CATCH BASIN
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
TC	TOP OF CURB
TEL	TELEPHONE
TEMP	TEMPORARY
TYP	TYPICAL
VCP	VITRIFIED CLAY PIPE
W	WATER, WATERLINE
W/	WITH
WM	WATER METER
WV	WATER VALVE

LEGEND

- FENCE LINE
- ELECTRICAL LINE
- TELEPHONE LINE
- AREA LIGHT – 24" DIAMETER BASE
- AREA LIGHT – 24" DIAMETER BASE
- AREA LIGHT – 24" DIAMETER BASE
- CONTINUATION
- FH FIRE HYDRANT
- JOINT POLE
- GUY WIRE
- SSCO SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN CATCH BASIN
- STORM DRAIN DROP INLET
- WV WATER VALVE

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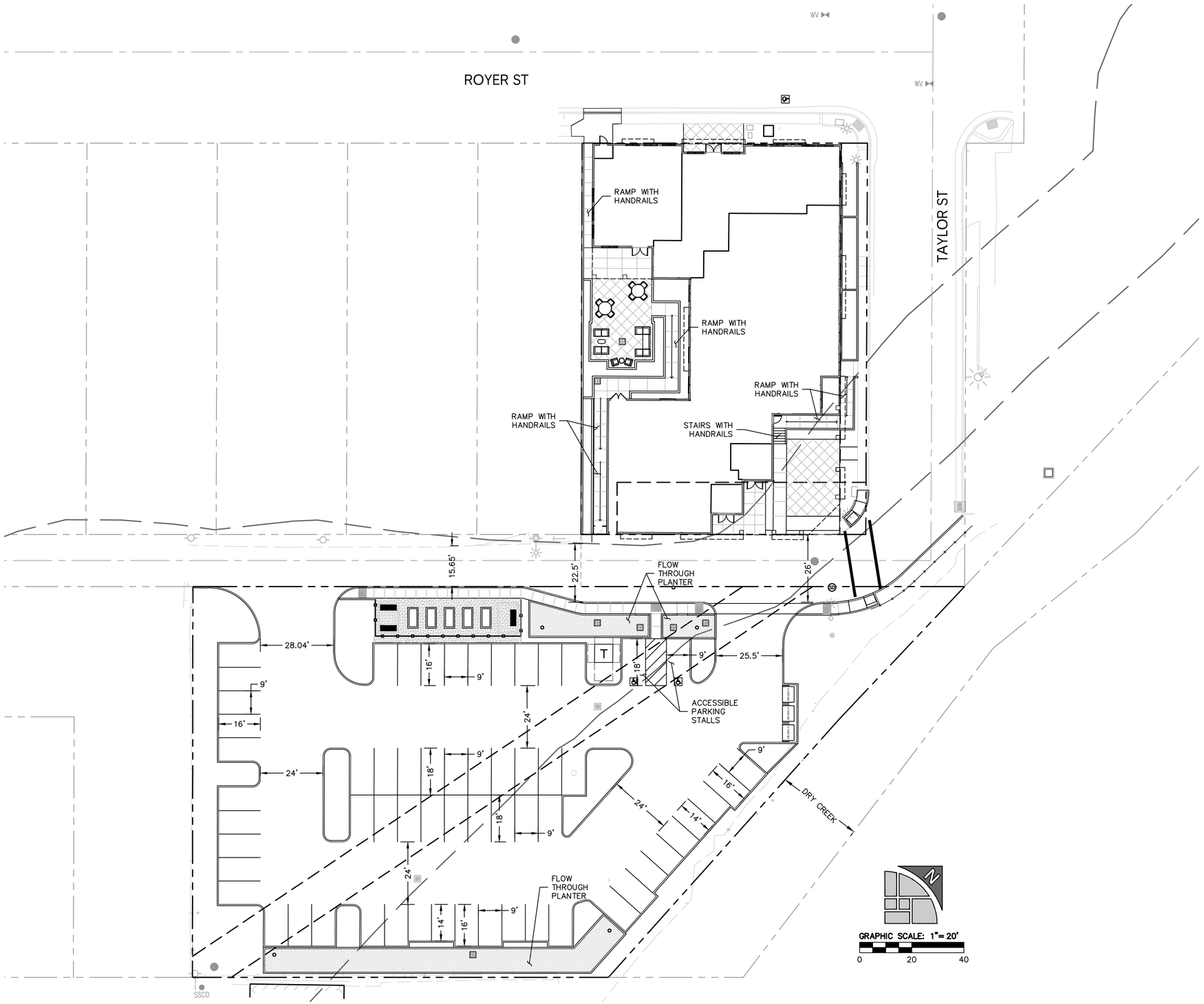
EXISTING CONDITIONS

ROYER STREET | ROSEVILLE, CA

C01

PROJECT NO. 1332-0004

02/02/2022



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SITE PLAN

ROYER STREET | ROSEVILLE, CA

C02

PROJECT NO. 1332-0004

02/02/2022

ROYER ST

TAYLOR ST

EXTC 151.41±*
EXTC 151.38±*
EXCC 151.66±*
EXCC 151.72±*
CC 151.52
CC 151.54
CC 151.42
CC 151.54
CC 151.35
CC 151.24
TH 151.40
EXCC 149.97±*
EXCC 148.09±*
EXCC 145.24±*
EXCC 144.52±*
EXCC 144.09±*
EXCC 143.62±*
EXCC 143.48±*
EXCC 143.17±*
EXCC 142.79±*

FF 151.56
FF 151.42
FF 149.42
FF 146.92
FF 143.52
FF 143.52

TH 149.40
FS 149.40
FS 148.98
FS 148.90
FS 147.06
TH 146.90
FS 146.86
FS 146.82
TH 146.90
FS 146.87
FS 145.30
FS 145.35
FS 143.61
FS 143.57
FS 145.34
FS 145.27
TH 143.50
TH 143.50
FS 143.57
FS 143.42
FS 143.29
FS 144.14
FS 142.78
FS 142.74

149
148
147
146
145
144
143
142

1.5%
1.3%
0.6%
0.6%
1.0%
7.9%
5.4%
1.2%
1.1%
4.7%
0.7%
1.1%
6.9%
7.4%
1.6%
3.3%
7.5%
1.7%
2.7%
1.3%
1.0%
1.5%
2.8%
1.5%
1.5%
2.5%
1.7%
1.8%
4.4%
2.7%
2.3%
1.9%
3.1%
2.0%
1.6%
2.5%

EXTW 144.82±*
FS 143.44
EXAC 143.30±*
143.09±*
AC 142.06

MATCH LINE, SEE SHEET C04

LEGEND:

100	EXISTING MAJOR CONTOUR
99	EXISTING MINOR CONTOUR
100	PROPOSED MAJOR CONTOUR
99	PROPOSED MINOR CONTOUR
FF XX.XX	ELEVATION LABEL:

AC	ASPHALT
CC	CONCRETE
EXAC	EXISTING ASPHALT
EXCC	EXISTING CONCRETE
FF	FINISHED FLOOR
FS	FINISHED SURFACE
TH	THRESHOLD
TSL	TOP OF SOIL LAYER

GRADE BREAK LINE

N

GRAPHIC SCALE: 1"= 10'
0 10 20

LPAS
Architecture + Design

PRELIMINARY GRADING PLAN

ROYER STREET | ROSEVILLE, CA

C03

PROJECT NO. 1332-0004

02/02/2022

MATCH LINE, SEE SHEET C03

EXAC 142.83±
EXAC 142.34±
EXAC 142.69±
EXAC 143.09±
EXTW 144.82±
FS 143.44
EXAC 143.30±
TH 143.50
FS 143.42
FS 143.29
FS 142.74
TC 142.98
AC 142.48
AC 141.87
TC 143.24
AC 142.74
TC 143.60
AC 143.10
FS 143.66
AC 142.83
TC 143.26
AC 142.76
AC 142.35
FS 142.16
AC 142.06
TC 141.96
AC 141.46
TC 142.08
AC 141.58
TC 142.86
AC 142.36
TC 141.89
AC 141.39
TC 143.21
AC 142.71
TC 143.26
AC 142.76
TC 143.11
AC 142.61
TC 142.60
AC 142.10
TC 143.01
AC 142.51
TC 142.83
AC 142.33
TC 142.07
AC 141.57
TC 142.02
AC 141.52
RETAINING CURB
DRY CREEK
TC 140.77
AC 140.27
TC 140.17
AC 139.67
TC 140.35
AC 139.85
TC 140.51
AC 140.01
TC 140.14
AC 139.64
TC 140.61
AC 140.11
TSL 138.90
SSCO

LEGEND:

100	EXISTING MAJOR CONTOUR
99	EXISTING MINOR CONTOUR
—100—	PROPOSED MAJOR CONTOUR
— 99 —	PROPOSED MINOR CONTOUR
FF XX.XX	ELEVATION LABEL:

AC	ASPHALT
CC	CONCRETE
EXAC	EXISTING ASPHALT
EXCC	EXISTING CONCRETE
FF	FINISHED FLOOR
FS	FINISHED SURFACE
TH	THRESHOLD
TSL	TOP OF SOIL LAYER

GRADE BREAK LINE

GRAPHIC SCALE: 1"=10'
0 10 20

EXISTING FENCE — CURB — PARKING
A SECTION A
SCALE: 1" = 5'

PARKING — FLOW THROUGH PLANTER
B SECTION B
SCALE: 1" = 5'

PARKING — RETAINING CURB
C SECTION C
SCALE: 1" = 5'

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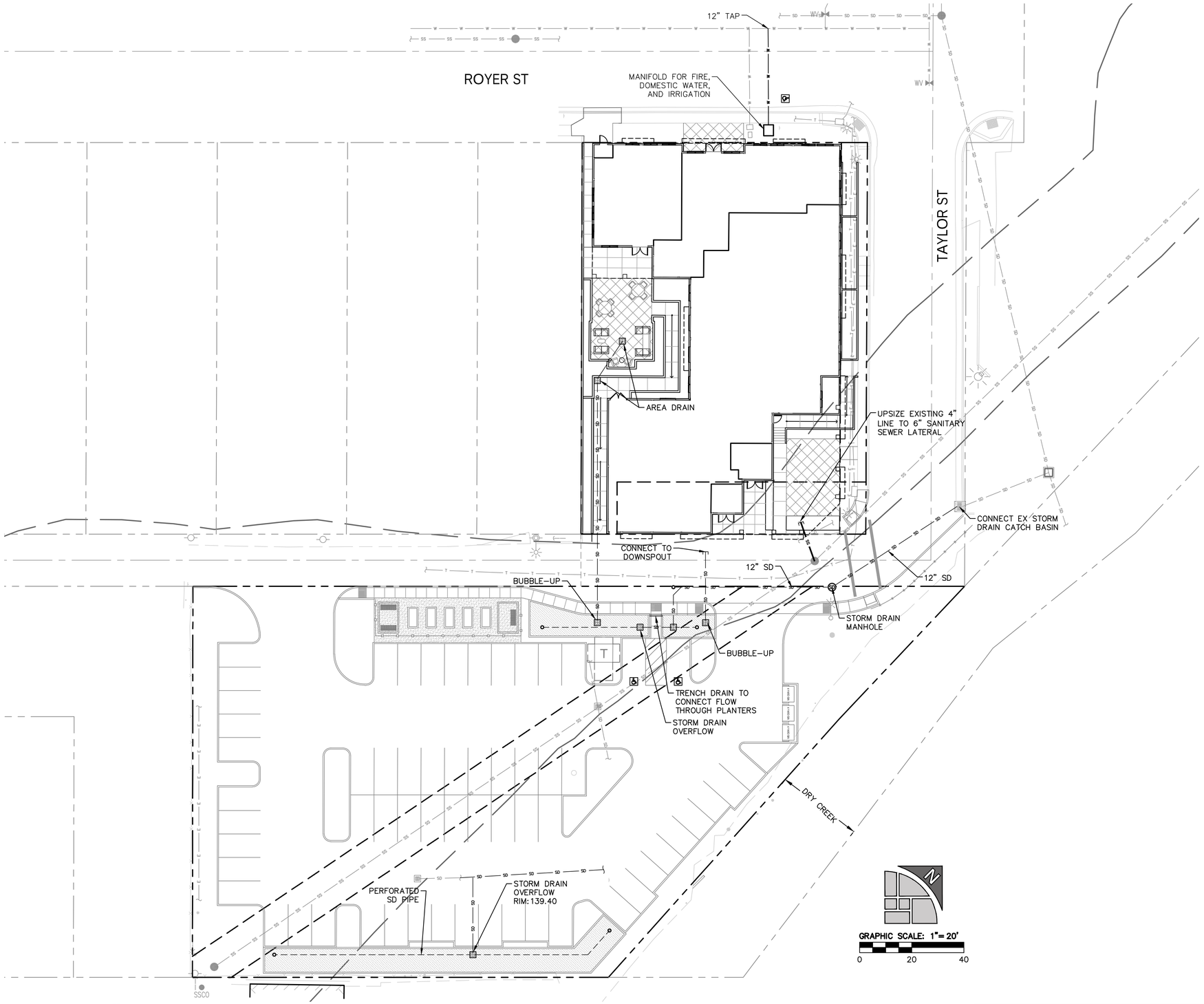
PRELIMINARY GRADING PLAN

ROYER STREET | ROSEVILLE, CA

C04

PROJECT NO. 1332-0004

02/02/2022



UTILITY SCHEDULE

PIPING	
SYSTEM:	MATERIAL
WATER (DOMESTIC)	PVC C900
WATER (FIRE)	PVC C900
STORM DRAIN	PVC SDR-35
STORM SUB DRAIN/PERF PIPE	PVC SDR-35
SANITARY SEWER	VCP

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PRELIMINARY UTILITY PLAN

ROYER STREET | ROSEVILLE, CA

C05

PROJECT NO. 1332-0004

02/02/2022

ROYER ST

TAYLOR ST

DMA 1

DMA 2

DMA 3

DMA 3 NOT TREATED

FLOW THROUGH PLANTER (585 SF)

FLOW THROUGH PLANTER (1292 SF)

DRY CREEK

SSCO

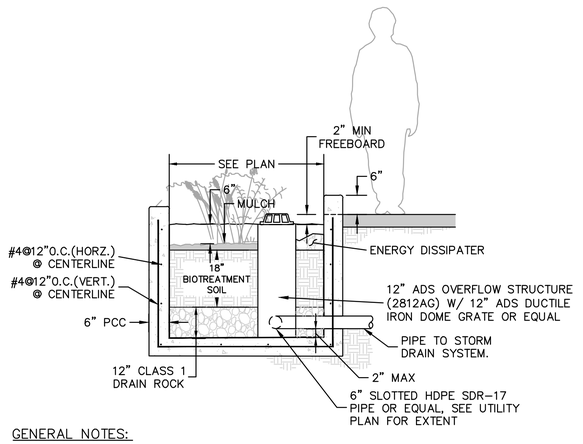
GRAPHIC SCALE: 1"= 20'

0 20 40

STORMWATER TREATMENT SIZING SUMMARY TABLE

[DMA] NAME	Treatment Type	DMA Area (sf)	DMA Area (acres)	Pervious Area (sf)	Impervious Area (sf)	Available Bioretention Area (sf)
DMA 1	FTP	16444	0.378	1129	15315	585
DMA 2	FTP	36889	0.847	9124	27765	1292
DMA 3	Not Treated	1520	0.035	27	1493	-
TOTAL		54853	1.259	10280	44573	1877

FTP: Flow through planter



GENERAL NOTES:

1. SAND SHALL BE FREE OF WOOD, WASTE, COATING SUCH AS CLAY, STONE DUST, CARBONATE, ETC., OR ANY OTHER DELETERIOUS MATERIAL. ALL AGGREGATE PASSING THE NO. 200 SIEVE SIZE SHALL BE NONPLASTIC. SAND SHALL COMPLY WITH ASTM C33 FOR FINE AGGREGATE.
2. DRAIN ROCK LAYER SHALL CONSIST OF CLASS 1 TYPE A PERMEABLE MATERIAL PER CALTRANS SPECIFICATION SECTION 68-2.02.
3. TOP SOIL SHALL CONSIST OF MULCH OR LARGE BARK AND SHALL RESIST FLOATING.
4. BIOTREATMENT SOIL LAYER SHALL CONSIST OF A UNIFORM MIX OF 60%-70% CONSTRUCTION SAND AND 30%-40% COMPOST, FREE OF STONES, STUMPS, ROOTS OR SIMILAR OBJECT AND FREE OF NOXIOUS WEED.

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PRELIMINARY STORMWATER QUALITY PLAN

ROYER STREET | ROSEVILLE, CA

C06

PROJECT NO. 1332-0004

02/02/2022

89000

LEGAL NOTICE
NOTICE OF SALE OF PROPERTY

89000

LEGAL NOTICE

NOTICE OF SALE OF PROPERTY
CITY OF ROSEVILLE, CA
Economic Development Department
City Council Meeting Date: 5/11/2022 @ 6:00PM

The Roseville City Council will consider a resolution authorizing the City Manager to execute a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate, for the sale of two parcels at 505 Royer Street (APN 013-290-005-000) and 300 Taylor Street (013-290-006-000) to BRIDGE Housing Corporation, in the amount of $650,000 (consistent with Municipal Code Section 4.12.110B). The subject parcels total 1.17 acres and are proposed for an affordable housing development. Escrow will close no later than January 31, 2024. For questions or to review the full agreement please contact Wayne Wiley, Economic Development Manager at 916-774-5283 or wwiley@roseville.ca.us.

PUBLISHED IN THE ROSEVILLE PRESS TRIBUNE: APRIL 23, 2022

RECEIVED
2022 APR 29 PM 2:25
CITY CLERK DEPARTMENT
ROSEVILLE, CA

The above space is reserved for Court/County Filed Date Stamp

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Placer

I am a citizen of the United States and employed by a publication in the County aforesaid. I am over the age of eighteen years, and not a party to the mentioned matter. I am the principal clerk of the **Roseville Press Tribune**, a newspaper of general circulation, in the **City of Roseville,** which is printed and published in the **County of Placer**. This newspaper has been judged a newspaper of general circulation by the Superior Court of the State of California, in and for the **County of Placer**, on the date of May 5, 1952 (Case Number 17357). The notice, of which the attached is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

APRIL 23

I certify, under penalty of perjury, that the foregoing is true and correct.

Terry Clark

Dated in Roseville, California

APRIL 23, 2022

PROOF OF PUBLICATION
THE ROSEVILLE PRESS TRIBUNE

COUNCIL COMMUNICATION

CC #: 2055
File #: 0600-01

Title:	International Brotherhood of Electrical Workers, Local 1245 - Master Memorandum of Understanding and Salary Schedule Updates
Contact:	Stacey Peterson 916-774-5374 slpeterson@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council:

1. Adopt a resolution approving the attached International Brotherhood of Electrical Workers (IBEW), Local 1245, Master Memorandum of Understanding; and
2. Adopt an ordinance to approve the attached IBEW Salary Schedule A and Salary Schedule B (Appendix A) reflecting labor market adjustments or a minimum of a 2% general wage increase and Salary Schedule B compressed salary ranges from 15 steps to 12 salary steps.

BACKGROUND

The current Memorandum of Understanding (MOU) for IBEW, Local 1245, represented employees expires on April 30, 2022. During negotiations in the prior and recent cycles with the City of Roseville employee bargaining units, the City's goal has been to ensure it is competitive in the marketplace on recruitment and retention among comparable agencies while remaining fiscally responsible.

As a service organization, labor is the City's biggest expense and the City has taken steps to control costs in this area. In the past eight years, the City has implemented policies to slow payroll growth, reduce retirement benefits, set total compensation (salaries and benefit packages) at median in the labor market (except for Electric Department positions), and control pension costs by transferring the responsibility to employees to fund 100 percent of the employees' share of pension costs. During the time the City was implementing these cost-control measures, services were expanded to meet the needs of our growing population, yet staffing was reduced by 40 percent per capita from FY2007-08 to FY2021-22.

Maintaining the quality of services along with the integrity of the City's more than $4 billion worth of infrastructure requires balancing our ability to attract and retain a high-performing workforce while living within our means. To this end, the City has strived during this round of bargaining to

recognize the exceptional efforts of City staff through the COVID pandemic by providing outstanding service to the community which has been substantiated by the recent community surveys. This resulted in recommending the City salary philosophy remain at 75th percentile for Electric positions and aligning to the 55th percentile of the market for Environmental Utilities and Public Works positions, which is estimated to increase compensation by about 1.5 percent to recruit and retain highly engaged employees to continue great service to the community. The City also created a tiered benefits structure to provide a different contribution at the Employee only, Employee Plus One or Employee Plus Family medical benefit levels to be used by active employees to remain competitive and cost effective in the market.

Ultimately, the City's compensation philosophy seeks to maintain internal equity among employee groups' medical benefits for current employees and to compare its total compensation with jurisdictions that are similar in size, services, and geographical location to remain competitive and retain our talented City employees who have produced high service levels affirmed by the community.

RECOMMENDATION

After numerous bargaining sessions since February 17, 2022, IBEW membership ratified the Tentative Agreement reached during contract negotiations on April 21, 2022. The significant provisions of the successor agreement are as follows:

Term

The term covers 4 years from May 1, 2022, to April 30, 2026.

Salaries and Benefits

Adjustments to the salaries fall in two categories: those that address general wage increases and labor market adjustments.

1. **Labor Market Adjustments**

   A total compensation study was conducted in February 2022 to determine the job classifications in the bargaining group behind the labor market. The City will provide a salary increase for each classification in the Electric Department falling below the 75th percentile of the total compensation market by an amount to match the 75th percentile of the market. The City will provide a salary increase for each classification in the Environmental Utilities and Public Works Departments falling below the 55th percentile of the total compensation market by an amount to match the 55th percentile of the market. A minimum general wage increase (GWI) of two percent (2%) is included for each job classification on the IBEW Salary Schedule A and B, where there is no labor market adjustment (LMA) or the LMA is below two percent (2%). Total Compensation studies will be conducted in year 2, 3, and 4 of the agreement using the same salary philosophy and methodology as 2022, including a two percent (2%) minimum GWI increase. Staff will present updated salary schedules to Council in April for approval prior to implementation in May 2023, May 2024, and May 2025.

   Year 1 LMAs - Effective May 7, 2022, include the following wage increases:

CLASS TITLE	Salary Schedule	Salary Schedule

	B % Change	A % Change
Electric Apprentice Line Technician	6.31%	6.31%
Electric Apprentice Metering System Technician	6.03%	6.03%
Electric Apprentice Substation Technician	6.50%	6.50%
Electric Drafting Technician I	6.74%	6.74%
Electric Drafting Technician II	6.74%	6.74%
Electric Engineering Technician I	9.91%	9.91%
Electric Engineering Technician II	9.91%	9.91%
Electric Line Technician	6.31%	6.31%
Electric Line Troubleshooter	8.83%	8.83%
Electric Materials Technician I	8.18%	8.18%
Electric Materials Technician II	8.18%	8.18%
Electric Metering System Technician	6.02%	6.02%
Electric Pre-Apprentice	6.31%	6.31%
Electric Preventive Data System Technician	8.18%	8.18%
Electric Substation Technician	6.50%	6.50%
Electric System Dispatcher	6.30%	6.30%
Electric Technology System Technician	5.18%	5.18%
Electric Utility Inspection Technician	6.30%	6.30%
Electronics Technician I	6.46%	No LMA
Electronics Technician II	6.46%	No LMA
Environmental Utilities Instrument and Control Technician I	6.46%	No LMA
Environmental Utilities Instrument and Control Technician II	6.46%	No LMA
Generation Maintenance Scheduler-Coordinator	8.18%	8.18%
Instrument and Control Technician	5.17%	5.17%
Materials Technician	5.56%	5.56%
Plant and Equipment Maintenance Worker I	5.56%	5.56%
Plant and Equipment Maintenance Worker II	5.56%	5.56%
Plant and Equipment Mechanic I	5.56%	5.56%
Plant and Equipment Mechanic II	5.57%	5.57%
Power Engineer I	3.16%	3.16%
Power Engineer II	3.16%	3.16%
Power Plant Engineer I	3.16%	3.16%
Power Plant Engineer II	3.16%	3.16%
Power Plant Mechanic	5.18%	5.18%
Power Plant Operator Technician I	5.18%	5.18%
Power Plant Operator Technician II	5.18%	5.18%
Predictive Maintenance Technician I	6.46%	No LMA
Predictive Maintenance Technician II	6.46%	No LMA
Preventative Maintenance Coordinator	18.29%	18.29%
Preventative Maintenance Technician I	6.46%	3.73%
Preventative Maintenance Technician II	6.46%	3.73%
SCADA System Technician	6.46%	No LMA
Senior Electric Line Technician	6.30%	6.30%
Senior Electric Materials Technician	8.18%	8.18%
Senior Electric Metering Systems Technician	6.02%	6.02%
Senior Electric Substation Technician	6.51%	6.51%
Senior Electric System Dispatcher	6.30%	6.30%

Senior Electronic Technician	6.46%	No LMA
Senior Plant and Equipment Mechanic	5.56%	5.56%
Senior Power Plant Operator Technician	5.18%	5.18%
Senior Preventative Maintenance Technician	6.46%	No LMA
Senior SCADA System Technician	6.46%	No LMA
Senior Wastewater Utility Maintenance Worker	3.27%	3.27%
Senior Water Distribution Worker	3.27%	3.27%
Traffic Signal Maintenance Worker I	3.46%	3.46%
Traffic Signal Maintenance Worker II	3.46%	3.46%
Wastewater Utility Maintenance Worker I	3.46%	3.46%
Wastewater Utility Maintenance Worker II	3.46%	3.46%
Water Conservation Specialist	3.27%	3.27%
Water Conservation Worker I	3.46%	3.46%
Water Conservation Worker II	3.46%	3.46%
Water Distribution Worker I	3.46%	3.46%
Water Distribution Worker II	3.46%	3.46%

2. **Salary Schedule B Salary Ranges – Reduce from 15 steps to 12 steps**

To promote retention of staff and stay competitive in our market, the Schedule B salary ranges will be reduced from 15 steps to 12 steps, using the same top and bottom salary steps, establishing 3 percent between salary steps, except for the difference between salary step A to B.

3. **Health and Welfare Benefits – Tiered Flex Credit for Active Employees**

To address increasing premium costs, the Flex Credit benefit is revised to provide a different level of contribution for those enrolled in Employee Only versus Employee Plus One or Employee Plus Family medical plans, to cover approximately eighty percent of the premium costs for medical, dental and vision at the family level. The following includes a summary of the recommended Flex Credit benefit adjustments to create a 3 Tiered benefit contribution:

Flex Credit Effective	Employee Only	Employee Plus One	Employee Plus Family
May 1, 2022	-$58/month	+$15/month	+$150/month
January 1, 2023	No change	+$45/month	+$75/month
January 1, 2024	No change	+$45/month	+$75/month
January 1, 2025	No change	+$45/month	+$75/month
January 1, 2026	+$30/month	+$45/month	+$75/month

4. **Certifications**

To address the loss of skills and knowledge due to retirements, and recruitment and retention issues, the City negotiated additional certification pay opportunities to incentivize employees to take the required training and acquire higher skillsets through important certifications that will ensure effective and efficient operation of City utilities/services, as follows:

- Power Plant Engineer - 5% of base pay for CA professional engineer license (2 positions)
- Class A Drivers' License - increased from 2.5% to 3% of base pay - if

designated by management
- Traffic Signals – up to 3% (5 positions)
- Environmental Utilities Maintenance – up to 3% (23 positions)
- Reduced Environmental Utilities Wastewater/Water Distribution/Water Efficiency certification maximum cap from 5% to 3% and removed management designated certifications (e.g., Crane, Class A, Tanker Endorsement, USA Locates) from the maximum consideration

5. **Standby**

The number of hours of standby pay for coverage outside of regular shifts was adjusted to match the market median to recognize the impact this additional utility coverage for emergency response has on employees and to support retention for essential utility services:

- Monday-Friday Standby — 2 hours straight time rate per day
- Saturday, Sunday Standby — 4 hours straight time rate per day
- Weekly Standby — 18 hours straight time rate per week
- Holiday Standby — 6 hours straight time rate per day

6. **Non-recurring Holiday**

The bargaining group will no longer observe non-recurring holidays as appointed by the President of the United States or the Governor of the State of California. This will remove the unanticipated loss of productivity and disruption of services to the City.

FISCAL IMPACT

The current total annual salary and benefit cost to the City for the 192 full-time positions in the IBEW, bargaining group is $25,123,294, of which zero is funded by the General Fund. The additional ongoing incremental cost for each calendar year of the 4 year term of the successor MOU is as follows:

	Incremental Year 1	*Incremental* Year 2	*Incremental* Year 3	*Incremental* Year 4
Wages:				
Labor Market Adjustment or minimum 2% GWI	$907,972	$438,656	$447,429	$456,378
Schedule B Conversion	$180,777	-	-	-
Other costs:				
Pension*	$134,001	$59,528	$62,322	$61,932
Health (Year 1: effective May 1)	$152,153	$102,178	$100,400	$99,169
Certification Pay	$122,814	97,017	$113,385	$100,937
Standby	$167,375	$170,723	$174,137	$177,620
Deferred Compensation	$26,591	$12,886	$13,343	$13,407
Other Benefits (Life, LTD, OPEB)	$15,016	$5,443	$5,696	$5,662
Taxes (Medicare, SUI)	$21,049	$9,326	$9,761	$9,702
Total Incremental Cost	$1,727,748	$895,757	$926,473	$924,807

**This incremental pension cost results only from the negotiated wage increase and does not*

include the cost of anticipated PERS rate changes. The terms and conditions of the pension benefit plan remain unchanged.
***The value of 1% of total compensation is $251,233.*

The incremental cost of the negotiated agreement for Year 1 is projected to be up to $1,727,748 (6.88% of total compensation), however, the full projected increase will not be realized until employees obtain the required certifications in order to earn the added certification pay. Overall, the projected compounded salary and benefit costs specified above for the four year term is approximately $12 million and the ongoing cost at the end of the four year term will be approximately $4.5 million. The costs account for a 2% minimum general wage adjustment for year 2, 3, and 4. To maintain salaries at the 75th percentile of the market for Electric Department positions and 55th percentile for Environmental Utilities and Public Works Department positions consistent with the City's new salary philosophy, the cost of future labor market adjustments will be presented to Council with the updated salary schedules prior to implementation in year 2, 3, and 4.

The cost of the successor IBEW salary and benefit adjustments for the FY2021-22 is $199,356 for the 3 pay periods remaining. The cost to the current fiscal year will be covered by existing appropriations in the utility enterprise funds included in the FY2021-22 budget. The ongoing costs will be incorporated into the proposed FY2022-23 budget.

ENVIRONMENTAL REVIEW

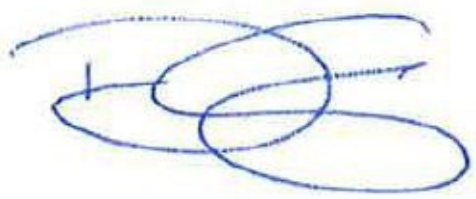
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Stacey Peterson, Human Resources Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 22-143

Final IBEW MOU

Final IBEW Redline MOU

Ordinance 6488

IBEW Salary Schedule A

IBEW Salary Schedule B

RESOLUTION NO. 22-143

APPROVING A MASTER MEMORANDUM OF UNDERSTANDING FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Master Memorandum of Understanding for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, has been reviewed by the City Council;

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

PASSED AND ADOPTED by the City Council of the City of Roseville this_____day of_____, 20___, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

_____
Mayor

ATTEST:

_____
City Clerk

Master Memorandum of Understanding

International Brotherhood of Electrical Workers, Local 1245

CITY OF ROSEVILLE CALIFORNIA

Term of Agreement:
May 1, 2022 – April 30, 2026

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MASTER MEMORANDUM OF UNDERSTANDING

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU), also referred to as the Agreement, relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA, (hereinafter referred to as "CITY"), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1245 (hereinafter referred to as "UNION" or “IBEW Local 1245), and those employees occupying the classes listed in Appendix "A" and “A2”, attached hereto and incorporated herein by this reference.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes the International Brotherhood of Electrical Workers, Local #1245 as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the Roseville Municipal Code (also known as the City’s Personnel Rules).

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provisions of Section 3500 et seq. of the Government Code of the State of California in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation as specified herein.

ARTICLE IV. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties hereto that this Memorandum of Understanding is of no force or effect in regard to matters within the authority of the City Council until such matters are submitted to, and accepted by, the City Council.

ARTICLE V. CONTINUATION OF BENEFITS

Except as otherwise provided herein, this Memorandum of Understanding does not modify existing benefits contained in the current salary ordinance and other compensation benefits or in the Personnel Ordinance (Municipal Code Title 3 also referred to as Personnel Rules). Such benefits shall remain unmodified and shall continue in full force and effect throughout the term of this MOU.

ARTICLE VI. SEVERABILITY OF AGREEMENT

This MOU is severable. Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific article, section, or portion thereof directly specified in the decision, and the remainder of this Agreement shall not be affected thereby.

ARTICLE VII. TERM OF UNDERSTANDING

This Memorandum of Understanding incorporates all modifications regarding wages, hours and other terms and conditions of employment. This Memorandum of Understanding shall be effective May 1, 2022, and shall expire on April 30, 2026. All existing benefits shall continue in full force until a subsequent agreement is reached. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. With the parties' mutual agreement, the notification and Meet and Confer process may begin earlier than one hundred twenty (120) days prior to the expiration date of this Agreement.

CHAPTER 2. COMPENSATION

ARTICLE I. SALARIES

A. SALARY

1. Labor Market Adjustments: Effective May 7, 2022, the base hourly rate for all classifications listed in Appendix “A” “A2” will be increased by 2% or the Labor Market Adjustment listed below if the Labor Market Adjustment is greater than 2%:

CLASS TITLE	Salary Schedule B % Change	Salary Schedule A % Change
Electric Apprentice Line Technician	6.31%	6.31%
Electric Apprentice Metering System Technician	6.03%	6.03%
Electric Apprentice Substation Technician	6.50%	6.50%
Electric Drafting Technician I	6.74%	6.74%
Electric Drafting Technician II	6.74%	6.74%
Electric Engineering Technician I	9.91%	9.91%
Electric Engineering Technician II	9.91%	9.91%
Electric Line Technician	6.31%	6.31%
Electric Line Troubleshooter	8.83%	8.83%
Electric Materials Technician I	8.18%	8.18%
Electric Materials Technician II	8.18%	8.18%
Electric Metering System Technician	6.02%	6.02%
Electric Pre-Apprentice	6.31%	6.31%
Electric Preventive Data System Technician	8.18%	8.18%
Electric Substation Technician	6.50%	6.50%
Electric System Dispatcher	6.30%	6.30%
Electric Technology System Technician	5.18%	5.18%
Electric Utility Inspection Technician	6.30%	6.30%
Electronics Technician I	6.46%	No LMA
Electronics Technician II	6.46%	No LMA
Environmental Utilities Instrument and Control Technician I	6.46%	No LMA
Environmental Utilities Instrument and Control Technician II	6.46%	No LMA
Generation Maintenance Scheduler-Coordinator	8.18%	8.18%
Instrument and Control Technician	5.17%	5.17%
Materials Technician	5.56%	5.56%
Plant and Equipment Maintenance Worker I	5.56%	5.56%
Plant and Equipment Maintenance Worker II	5.56%	5.56%

Plant and Equipment Mechanic I	5.56%	5.56%
Plant and Equipment Mechanic II	5.57%	5.57%
Power Engineer I	3.16%	3.16%
Power Engineer II	3.16%	3.16%
Power Plant Engineer I	3.16%	3.16%
Power Plant Engineer II	3.16%	3.16%
Power Plant Mechanic	5.18%	5.18%
Power Plant Operator Technician I	5.18%	5.18%
Power Plant Operator Technician II	5.18%	5.18%
Predictive Maintenance Technician I	6.46%	No LMA
Predictive Maintenance Technician II	6.46%	No LMA
Preventative Maintenance Coordinator	18.29%	18.29%
Preventative Maintenance Technician I	6.46%	3.73%
Preventative Maintenance Technician II	6.46%	3.73%
SCADA System Technician	6.46%	No LMA
Senior Electric Line Technician	6.30%	6.30%
Senior Electric Materials Technician	8.18%	8.18%
Senior Electric Metering Systems Technician	6.02%	6.02%
Senior Electric Substation Technician	6.51%	6.51%
Senior Electric System Dispatcher	6.30%	6.30%
Senior Electronic Technician	6.46%	No LMA
Senior Plant and Equipment Mechanic	5.56%	5.56%
Senior Power Plant Operator Technician	5.18%	5.18%
Senior Preventative Maintenance Technician	6.46%	No LMA
Senior SCADA System Technician	6.46%	No LMA
Senior Wastewater Utility Maintenance Worker	3.27%	3.27%
Senior Water Distribution Worker	3.27%	3.27%
Traffic Signal Maintenance Worker I	3.46%	3.46%
Traffic Signal Maintenance Worker II	3.46%	3.46%
Wastewater Utility Maintenance Worker I	3.46%	3.46%
Wastewater Utility Maintenance Worker II	3.46%	3.46%
Water Conservation Specialist	3.27%	3.27%
Water Conservation Worker I	3.46%	3.46%
Water Conservation Worker II	3.46%	3.46%
Water Distribution Worker I	3.46%	3.46%
Water Distribution Worker II	3.46%	3.46%

2. **Labor Market Adjustments**: Effective the first full pay period in May 2023, May 2024, and May 2025:

The parties agree to use the survey agencies agreed upon for the 2021 Labor Market Study and pull the Total Compensation study survey data effective as of January 1st of the applicable calendar year. The Total Compensation Study shall be based on the same salary and benefit elements and methodology used in the 2022 Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA
Employer Portion of Retirement Paid by the Employee

a. **2023 Labor Market Adjustments**
The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2023. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2023. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2023 for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

b. **2024 Labor Market Adjustments**
The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2024. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2024. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2024 for Salary Schedule B and

Salary Schedule A or the base hourly rate for all classifications listed in Appendix “A” “A2” will be increased by 2% for both Salary Schedule A and B, whichever is greater.

c. **2025 Labor Market Adjustments**
The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2025 for the 2025 Labor Market Adjustments. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2025. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2025 for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix “A” “A2” will be increased by 2% for both Salary Schedule A and B, whichever is greater.

3. **Annual Merit Step Increases**

A. Effective January 9, 2016, all employees hired before January 1, 2016 will remain on salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.

B. Effective January 9, 2016, salary schedule (B) will apply to new hires for all listed classifications in the bargaining unit. For purposes of this provision, any employee who was initially hired before January 1, 2016 that had a break in City service and was rehired after January 1, 2016 will be deemed a newly hired employee under this provision.

C. **Salary Schedule B Salary Ranges: Reduce from 15 steps to 12 steps**: Effective May 7, 2022, the Schedule B salary ranges will be reduced from 15 steps to 12 steps, using the same top and bottom salary steps, establishing 3 percent between salary steps, except for the difference between salary step A to B, maintaining the same top and bottom salary steps.

D. This section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

B. **REGISTRATION AND CERTIFICATION PAY**

1. A five percent (5%) differential will be paid to employees in the classifications of Power Engineer I/II and Power Plant Engineer I/II who possess a California Professional Engineer (PE) license.

2. Employees in the classifications of Electric System Dispatcher and Senior Electric System Dispatcher who possess a NERC certificate as of July 20, 2011, will have the ability to earn three percent (3%) certification pay for maintaining their certification.

3. Employees in the classifications of Electronic Technician I/II or Senior Electronic Technician may be compensated by a maximum of three percent (3%) for the following certifications as specified. Employees who obtain and maintain an International Municipal Signal Association (IMSA) Traffic Signal Level III certification will be compensated at a rate of one percent (1%) higher than their base hourly rate. Employees who obtain and maintain a Certified Fiber Optic Installer (4 day program) certificate will be compensated at a rate of two percent (2%) higher than their base hourly rate and employees who obtain and maintain a CompTIA Server+ certification will be compensated at a rate of two percent (2%) higher than their base hourly rate.

4. Management staff will designate the number of employees who need to obtain and maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their base hourly rate.

5. Management staff will designate the number of employees who need to maintain a DOT Tanker Endorsement based on operational needs. The designated employees who possess the required DOT Tanker Endorsement will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

6. Management staff will designate the number of employees who need to possess a USA Locates certification based on operational needs. The designated employees who possess the required USA Locates certification will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

7. Management staff will designate the number of utilities maintenance employees who need to obtain and maintain CWEA Mechanical Technologist (Grade 2, 3) or CWEA Electrical/Instrumentation Technologist (Grade 2, 3) certification. The designated employees will be compensated at a rate of one percent (1%) higher than their base hourly rate for grade 2 certification and two percent (2%) higher for grade 3 certification. Employees may be compensated by a maximum of three percent (3%) for the above specified certifications. The certification pay may be designated where needed for the following classifications: Plant & Equipment Mechanic I/II, Senior Plant & Equipment Mechanic, Preventative Maintenance Technician I/II, Senior Preventative Maintenance Technician, EU Instrument and Control Technician I/II, SCADA System Technician, Senior SCADA System Technician, and Predictive Maintenance Technician I/II.

8. Management staff in the Environmental Utilities Department will designate the number of employees to maintain their Class A driver's license and operate Class A vehicles/equipment as needed based on the business needs of the City. Once certified, the designated employees will be compensated at a rate of three percent (3%) higher than their base hourly rate.

9. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of three percent (3%) in certification pay based on the certifications for each classification in the chart below:

	Water Distribution	%	Wastewater Collection	%
Senior	Cross Connection Control Specialist	1%	CWEA Grade 3 or Grade 4 (cumulative)	1%
	Backflow Tester Certification	1%	Collection System Maintenance	1%
	Distribution Operator Grade 4 or Grade 5 (SWRCB)(cumulative)	1%	Environmental Compliance Inspection	1%
	Treatment Operator Grade 1, 2, 3, 4, or 5 (SWRCB) (non-cumulative)	1%		
	Water Sampler Certification	1%		
Worker I and II	Cross Connection Control Specialist	1%	CWEA Grade 2, Grade 3 or Grade 4 (cumulative)	1%
	Backflow Tester Certification	1%	Collection System Maintenance	1%
	Conservation Certification	1%	Environmental Compliance Inspection	1%
	Distribution Operator, Grade 3, 4 or 5 (SWRCB) (cumulative)	1%		
	Treatment Operator Grade 1, 2, 3, 4, or 5 (non-cumulative)	1%		

	Water Efficiency	**%**
Water Conservation Worker II	Water Use Efficiency Practitioner Grade 1, 2, 3 (AWWA) (cumulative)	1%
	Qualified Water Efficient Landscaper (QWEL)	1%
	Distribution Operator Grade 2 (SWRCB) Employees appointed after 5/1/22 are not eligible	1%
Water Conservation Worker I	Water Use Efficiency Practitioner Grade 1, 2 (AWWA) (non-cumulative)	1%
	Qualified Water Efficient Landscaper (QWEL)	1%
	Distribution Operator Grade 1,2 (SWRCB) (non-cumulative)	1%
	Certified Landscape Irrigation Auditor (CLIA)	1%
Water Conservation Specialist	Water Use Efficiency Practitioner Grade 2, 3 (AWWA) (cumulative)	1%
	Qualified Water Efficient Landscaper (QWEL)	1%
	Distribution Operator Grade 2 (SWRCB)	1%

C. SPANISH SPEAKING PAY DIFFERENTIAL

City shall compensate employees who are certified by the Human Resources Department as Spanish speaking at the rate of $46.15 bi-weekly ($100.00 per month).

D. FUTURE SALARY INCREASES

The parties agree to continue to meet during the term of the MOU to determine revenue increase thresholds that would lead to future salary increases.

ARTICLE II. OVERTIME

Pursuant to Section 3.11.070 of the City's Personnel Rules, the following section shall govern overtime provisions of this Agreement:

A. Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

	EMPLOYEE WORK SCHEDULE	OVERTIME
1.	Eight hours per day, five days per week (5/8 Plan)	Over eight hours per day and forty hours per week
2.	Ten hours per day, four days per week (4/10 Plan)	Over ten hours per day and forty hours per week
3.	A flex-time schedule approved by the City Manager	Over the prescribed number of hours per day in writing.

For purposes of this section, holidays, sick leave, vacation, Personal Leave Time (PLT) compensatory time off (CTO), and floating holidays are time worked for purposes of computing overtime. The following leave hours are not to be considered to be hours worked for purposes of computing overtime: Workers' Compensation, leave without pay requested by the employee, suspension or disciplinary action and a short work week worked by a new employee.

No employee shall be required to work overtime during any scheduled workweek in which the employee is on an unpaid status as a result of disciplinary action.

B. Incidental overtime, defined here as less than eight (8) minutes nonrecurring extension of the workday/shift, is not compensable in any form.

C. Overtime shall be compensable in increments of fifteen (15) minutes.

D. Overtime shall be compensable at the rate of one and one-half (1 ½) the employee's base hourly rate except as noted in Subsection F or G of this section.

E. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

F. Regular employees working outside of their regularly scheduled shift in the Department shall be compensated at double the employee's base hourly rate when working between the hours of 8:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection D.

G. A non-shift employee shall be compensated at double the employee's base hourly rate when working on a scheduled holiday. A shift employee who works on a holiday shall be compensated in accordance with Subsection D.

H. An employee responding to a call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at double the employee's base hourly rate.

I. Compensatory Time Off (CTO): Maximum accumulation of compensatory time shall be reduced as follows:

   a. Effective January 1, 2020, the maximum accumulation of CTO shall be one hundred sixty (160) hours;
   b. Employees with CTO balances above the maximum cap on January 1, 2020 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.

ARTICLE III. CALL BACK

A. All call backs shall be for a minimum of two (2) hours and will be compensated in accordance with ARTICLE II. OVERTIME. Subsequent calls that occur during a two-hour callback and extend past the original two-hour call shall be compensated for actual time worked.

B. When the two (2) hours of a call back overlap a regularly scheduled shift the employee will be compensated at the overtime rate up to the start of his/her regularly scheduled work shift.

C. If an employee's work shift has not ended and the employee must respond to a call requiring immediate action that extends beyond the end of the employee's shift, it is considered a continuation of the shift and is subject to pay based on the actual time. If the employee's shift has ended and the employee has to return to work to address a call requiring immediate action, the employee is entitled to a two (2) hour minimum period of overtime at the appropriate rate.

D. Standby Employees, as defined in Chapter 2, Article VI, will receive one half (1/2) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

E. Non-Standby employees will receive one (1) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

ARTICLE IV. SERVICE TERM BONUS

A. The City agrees to provide the following service term bonus for employees hired prior to May 5, 2012:

SERVICE TERM	ANNUAL BONUS AMOUNT
Beginning of the 10th year and every year thereafter	2.5% of base salary
Beginning of the 15th year and every year thereafter	2.5% of base salary

B. Such service term bonus shall be included in each eligible employee's bi-weekly payroll.

C. Employees hired after May 5, 2012 will not be eligible for the service term bonus.

D. Effective February 17, 2007, for employees hired on or before May 5, 2012, the following certification pays will be calculated on longevity and reported to CalPERS as special compensation.

Backflow Tester Cert
Collection Sys Maint Cert
Commercial Drivers License Cert
Crane Operator Cert
Cross Connection Cert
CWEA Grade 1 Worker 2 Cert
CWEA Grade 2 Worker 2 Cert
CWEA Grade 3 or 4 Cert
DOHS Grade 4 Cert
DOHS Grade 5 Cert
Environmental Compliance Cert
NERC Cert
Professional Engineers Cert
Treatment Grade Operator Cert
WUEP Grade 1 Cert
WUEP Grade 2 Cert
WUEP Grade 3 Cert
Conservation Cert
Landscape Irrigation Auditor Cert
DOHS Grade 1 Cert
DOHS Grade 2 Cert
DOHS Grade 3 Cert
DOHS Grade 4 Cert
DOHS Grade 5 Cert

The service term bonus is to be considered as part of an employee's total compensation. However, only actual costs of the service term bonus shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark.

ARTICLE V. PROMOTION

Any employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new higher range, which is at least a ten percent (10%) increase over the employee's current salary step. In the event that the top step in the new range is less than ten percent (10%), the employee will then be assigned to the top step on the new salary range.

ARTICLE VI. STANDBY

The following provisions and EOP 2.0 City Standby Policy apply to represented employees. The number of available employees assigned to serve the standby needs of the department determines the application of provision A below.

A . Employees assigned to standby duty shall be compensated per the following schedule:

Monday-Friday Standby	2 hours straight time rate per day
Saturday, Sunday Standby	4 hours straight time rate per day
Weekly Standby	18 hours straight time rate per week
Holiday Standby	6 hours straight time rate per day

Employees shall not be assigned standby on their flex day, unless such employee volunteers.

B. Employees will be provided a cell phone when assigned to standby, if requested by the employee.

C. The department shall make standby assignments voluntary whenever practical.

D. The City reserves the right to schedule standby as needed.

E. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").

Exceptions to Appendix “X” may be made on prior written approval of the Department Head or designee for employees who are assigned to standby duty.

ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080)

The principle for paying employees for performing higher level job responsibilities due to operational necessity is based on such considerations as: the employee’s ability and qualifications to perform at a higher level, whether the employee would be required to perform only routine or a significant range of the higher job responsibilities, whether the lower level position is in direct line and job scope of the higher class, and the length of time necessary for an employee to perform in a higher class.

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class must be given by the employee’s supervisor and, except under emergency circumstances, requires advance approval of the

department head, Human Resources Director and City Manager. The following conditions shall prevail as the definition and standards of compensation:

A. Employees are required to work at least four (4) hours in the higher class to receive the higher class pay, except in classifications where employees are required to operate heavy equipment that is paid at a higher level; in such cases employees will be eligible for higher class pay after one (1) hour of continuous work.

B. In the event that an employee is required to work in the higher class due to a call back, the employee shall receive out of class pay on an hour-for-hour basis with no minimum amount of time required to serve in the higher class.

C. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.

D. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the actual number of hours worked in the higher class as follows:

1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.

   EXCEPTION: Employees assigned as a senior level worker or senior level technician shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class.

2. For employees assigned to management classifications the compensation shall be ten percent (10%) more than the employee's current salary rate in the lower class. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step in the higher class.

3. Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for layoff purposes as regards the higher class.

4. <u>Temporary Acting Pay</u>

   An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time

pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

ARTICLE VIII. PAYROLL ERRORS

A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.

B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:

1. Lump sum payment by employee or employer;
2. One-time deduction from accrued and unused vacation, or compensatory time off (CTO), or usable holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
3. A repayment schedule through payroll adjustment; and/or
4. Other means, as may be mutually agreed to between the parties.

C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

CHAPTER 3. LEAVES

ARTICLE I. VACATION LEAVE

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

A. Eligibility: All regular, full-time and part-time employees in the classified service shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager who may approve or disapprove such variances.

B. Accrual: Each regular classified employee shall earn and accrue vacation leave with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max.Hrs. Accrual
New employee to completion of 4th year	3.693 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 10th year to completion of 14th year	4.923 hr.	16 days	320
Start of 15th year to completion of 19th year	5.538 hr.	18 days	360
Start of 20th year and succeeding years	6.153 hr.	20 days	400

1. As noted in Subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year. Part-time employees shall receive a pro-rated accrual.

2. Except as provided in Section B, an employee’s maximum accrual of vacation hours may not exceed two and a half (2 1/2) the employee's annual accrual rate as specified above, and an employee will stop earning and accruing vacation hours while the employee’s accrual remains at the maximum allowed under this Section B. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.

3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours prior to the anniversary date or, if

operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours or receiving the straight time hourly equivalent in compensation.

C. Use: Per Section 3.12.060(C) of the Roseville Municipal Code, an employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Subsection B. However, the dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full work day/work shift, except that unusual, emergency, necessary, and infrequent use of vacation leave may be granted in one (1) hour increments.

Employees must request the vacation at least ten (10) workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request, and department heads may consider the approval of, vacation leave with fewer than ten (10) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.

D. Holidays Within Vacation Leave: Holidays that occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE II. HOLIDAYS

Pursuant to Section 3.12.140 of the City's Personnel Rules, the following shall constitute the City's practice regarding holidays:

A. The following holidays shall be observed by the City with respect to all employees. City offices shall be closed on these days except as otherwise provided herein.

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King's Birthday).
3. The third Monday in February (Washington's Birthday).
4. The last Monday in May (Memorial Day).
5. July 4 (Independence Day).
6. The first Monday in September (Labor Day).
7. November 11 (Veteran's Day).
8. The day in November appointed by the President of the United States as Thanksgiving Day.
9. The day immediately following Thanksgiving Day.
10. December 25 (Christmas).
11. Sixteen (16) hours (floating Holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a

convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

B. If January 1, July 4, November 11, or December 25 falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday.

If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

ARTICLE III. SICK LEAVE

A. Refer to Section 3.12.070 of the Personnel Rules, section A – I, which will be modified to pay out sick leave upon retirement and exclude separations.

B. Payment for Unused Sick Leave Upon Retirement:

Payment for unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

1. Non-probationary employees shall be entitled to a minimum payment as follows: (1) for sick leave accrued (not pro rata) up to their date of retirement. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

2. No more than the maximum sick leave amount listed in the tables below may be used in ascertaining the amount of time for which the employee will be compensated at time of retirement. Payment will be determined as follows:

Non-24-Hour Shift Number of Sick Leave Hours Accumulated		24-Hour Shift Number of Sick Leave Hours Accumulated		Percent of Compensation Given
	Max		Max	
956 to	1200	1434 to	1800	60%
764 to	955.99	1146 to	1433.99	50%
572 to	763.99	858 to	1145.99	40%
380 to	571.99	570 to	857.99	30%
188 to	379.99	282 to	569.99	20%
0 to	187.99	0 to	281.99	0%

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death.

4. Any sick leave balances remaining after payment shall be converted to PERS service credit.

ARTICLE IV. CATASTROPHIC LEAVE

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

The parties have interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

ARTICLE V. DISABILITY LEAVE

Pursuant to Section 3.12.100 of the City's Personnel Rules, the following shall constitute the City's practice regarding disability leave:

Employees may be granted paid disability leave based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to insure that regular employees have reasonable and equitable provisions concerning their job and economic security.

Work Related Temporary Disability:

A. If a regular employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled, regardless of length of service, to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) calendar days, the aforesaid seventy-five (75) day leave of absence shall commence from the first day the injured employee leaves work or is hospitalized as a result of the injury. Employees injured on the job who are absent from work due to such disability for less than three (3) calendar days may utilize accrued sick leave during such absence.

B. Following the initial seventy-five (75) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments, or full salary by supplementing their workers' compensation disability payment by use of accrued vacation, compensatory time off (CTO), or sick leave on a one-half (1/2) hour sick leave for one (1) hour pay basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reaches a permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.

ARTICLE VI. MILITARY LEAVE

A. Classified employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE VII. JURY DUTY LEAVE

A. Classified employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

D. If an employee normally assigned to any shift except days is summoned to jury duty and ordered to report, the employee's shift shall be changed to days until the jury obligation has been fulfilled provided there is a period of 12 hours preceding the employee's normally assigned shift. Any day that the employee is released from service having served fewer hours than normally scheduled, the employee shall report to work for the remainder of the shift.

ARTICLE VIII. COMPENSATORY TIME

Compensatory time shall be governed as follows:

A. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time on conditions the same as those for the use of vacation. Approval by the employee's superintendent or first-line manager is sufficient for use.

B. Superintendents and first-line managers will grant an employee, at the employee's request, accrual of overtime as compensatory time, in accordance with Chapter 2, Article II.

C. Employee requests to use CTO will either be (1) granted within a reasonable time period or (2) at employee option, be paid off if use of CTO hours cannot be accommodated by the department.

D. The use of CTO must be a mutual agreement between the employee and the City.

ARTICLE IX. PERSONAL LEAVE TIME

Each full-time regular employee who is eligible for Personal Leave time (PLT) shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year.

A. Eligibility:

1. Initial Six Months of Employment

a. Personal leave time shall not accrue during the initial six months of employment in

the bargaining unit and as such, employees who separate service prior to the completion of the initial six months of employment shall be ineligible to receive a PLT payoff.

b. Upon completion of the initial six months of employment, employees shall receive 22.5 hours of PLT for use in accordance with Section B. For the remainder of the respective calendar year, the PLT bank shall be prorated at the accrual rate of 0.8654 hours per week.

2. Annual Leave Bank

a. Employees who have completed the eligibility requirements in Sections A, subdivisions 1(a) and 1(b) above shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year. Part-time employees shall receive a pro-rated bank.

B. Usage:

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank.

a. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.

2. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 5, Article II, item A of this memorandum of understanding, employees may defer some or all cashed out PLT into the City's deferred compensation plan.

3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

4. Employees who terminate after six months of initial employment with the City or leave the bargaining unit shall be cashed out at the rate of 0.8654 hours per week up to the balance of the employee’s PLT bank. If an employee terminates and has taken more PLT in advance than 0.86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee’s regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 11.2502 hours of PLT time. Part-time employees will be receive a pro-rated cash out of their bank.

CHAPTER 4. INSURANCE BENEFITS

ARTICLE I. MEDICAL AND DENTAL BENEFITS

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the IBEW Local 1245 bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, long-term disability insurance (LTD) and vision insurance.

2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to $1,347 per month (less the direct PEMHCA payment provided in paragraph B).

3. Effective May 1, 2022, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$273/month	$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$318/month	$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$363/month	$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$408/month	$823/month

7. Effective January 1, 2026, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$230/month	$453/month	$898/month

8. Employees who elect not to participate in any of the medical, dental, LTD, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive $150 per month.

9. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, and vision insurance benefits for the employee and any eligible dependents.

D. The City agrees to continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

E. The City agrees to provide a dental benefit as described in the evidence of coverage document. The City reserves the right to select any dental carrier. The City will provide two (2) cleanings per year (except for periodontal patients who will continue to have four (4) cleanings). Open enrollment will be as described in the evidence of coverage document, but may be changed at the City's discretion in order to better manage the dental benefit.

F. The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

G. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE II. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees' Medical and Hospital Care Act (PEMHCA).

The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article II B and C below.

B. For Employees Hired Prior To January 1, 2004 (Tier 1)

Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this agreement. (See benefit level Chapter 4, Article I(C), Cafeteria Plan, subsection 2.

C. For Employees Hired On Or After January 1, 2004 And Prior To January 1, 2014 (Tier 2)

Employees hired on or after January 1, 2004 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

Total Credited Years of Service	% of City Contribution per current CalPERS Resolution for IBEW Local 1245
10	50 %
11	55
12	60

13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2004. Employees hired on or after January 1, 2004 shall be subject to the above post-retirement vesting schedule for health benefits (see benefit level Chapter 4, Article I(C), Cafeteria Plan, subsection 2).

D. If City withdraws from the PEHMCA program through the life of this contract, employees hired after January 1, 2004 must have five (5) years of continuous service with the City of Roseville before becoming eligible for City-paid retiree health insurance.

Employees under this scenario will be subject to the following schedule:

Total Credited Years of Service	% of City Contribution
5	25
6	30
7	35
8	40
9	45
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

E. For Employees Hired On Or After <u>January 1, 2014</u> (Tier 3).

1. Employees hired on or after January 1, 2014, have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement

Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to $100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.

3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.

4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. LONG TERM DISABILITY

A. The City agrees to provide a Long Term Disability (LTD) Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive up to sixty percent (60%) of their gross monthly salary (a minimum of $100) until age sixty-seven (67) in accordance with the LTD plan.

B. After own occupation disability benefits have been payable for thirty-six (36) months, employee is disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.

C. Other details of the City's LTD Plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

E. After five (5) years as a regular employee of the City, the City agrees to pay one hundred percent (100%) of the premium for the LTD plan.

F. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Appendix "A" and "A2". The City does not guarantee any minimum level of benefit provided to any Supplemental LTD program. The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

ARTICLE IV. LIFE INSURANCE

A. The City agrees to provide eligible employees with a fully paid life insurance program in the amount of twice the employee's annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM

A. The City agrees to provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

CHAPTER 5. RETIREMENT.

ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. Retirement System. Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Article.

B Tier One: 2.7% at 55 Retirement Program – Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

This Section B, including subsections, shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section B shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (Classic Member):

1. 2.7% at 55 Pension Formula

The "2.7% @ 55" retirement program will be available to bargaining unit members covered by this Section.

2. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section B shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

3. Required Contributions

Bargaining unit members covered by this Section B shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS. 6.197% shall be contributed toward the City's pension costs, and 1.803% shall be contributed toward the employees' pension contribution.

The City shall pay 6.197% of compensation earnable as EPMC (Employer Paid Member Contribution) and shall report the same percent (value) of compensation earnable as special compensation pursuant to Government Code Section 20636(c)(4).

C. Tier Two: PEPRA Retirement Tier Required For Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity

This Section C, including subsections, shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to bargaining unit members covered by this Section C.

2. Final Compensation Based On 36-Months
   Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section C shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

3. Required Bargaining Unit Member Contributions

   As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section C shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

D. Other Options Included In CalPERS Contract

Unit members continue to be eligible for the following options included in the City's contract with CalPERS:

- Government Code Section 20965 (Conversion of unused sick leave balance to service credit.)
- Government Code Section 21573 (Third Level of 1959 Survivor Benefits).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).

ARTICLE II. DEFERRED COMPENSATION

A. The City agrees to maintain a deferred compensation plan, the choice of which shall be at the sole discretion of the City, wherein City employees can defer a portion of their earnings from State and Federal Income Tax as provided by applicable laws.

B. The City agrees to contribute one hundred dollars ($100) monthly into all employees' deferred compensation plan. Employees may choose to contribute this allocation toward their health and welfare package. The election to place the contribution into their health and welfare package or deferred compensation must be made during a health open enrollment period.

C. The City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan as a replacement benefit to the City's withdrawal from the Social Security System for employees who have completed five (5) continuous years of classified employment with the City of Roseville.

CHAPTER 6. HOURS, SCHEDULES, MEALS

ARTICLE I. GENERAL HOURS OF WORK

A. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein. The Department Head or his/her designated authority may waive these provisions in emergency situations as determined by the Department Head.

B. Except for part-time employees, eight (8) hours shall constitute a day's work. Five (5) days of eight (8) hours or forty (40) hours shall constitute a workweek for all employees. Employees will be subject to call twenty-four (24) hours per day and shall respond to such calls unless unable to perform required work.

C. All full-time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. In case of emergency, and if the position must be continuously filled, an employee may be required by the employing officer, with the approval of the Human Resources Director, to work on weekly days off.

D. The appointing authority of each department shall draw up a schedule of days off for all full-time monthly employees under the department's jurisdiction.

E. Change of Schedule: Any employee involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.

F. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours, performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

G. Troubleshooters may be assigned a rotational work schedule to include Saturdays and Sundays.

H. For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.

I. The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245's principals for purposes of discussing potential changes in shift schedules.

ARTICLE II. INCLEMENT WEATHER SCHEDULE

A. The City agrees that regular or probationary employees who are unable to work in the field because of inclement weather will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

B. Temporary personnel who have reported to work but are unable to work in the field because of inclement weather will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

C. The Utility Director, or a delegated subordinate, will be responsible for determining if weather conditions warrant commencement or cessation of outside work in inclement weather. In arriving at a decision with respect to weather conditions, the Utility Director or delegated subordinate shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

ARTICLE III. REST PERIODS

It is the intent of this Article to provide for and insure a reasonable amount of rest for employees who may be required to work an extraordinary number of overtime hours between workdays or on a continuous emergency work schedule. In such circumstances, the City agrees to the following provisions as a means of assuring adequate rest, and the prevention of fatigue and safety hazards.

A. Rest Period Between Workdays

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a five (5) hour rest period upon the completion of such overtime work.

2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a seven (7) hour rest period upon the completion of such overtime work.

3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a nine (9) hour rest period upon the completion of such overtime work.

4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.

5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.

6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.

7. At the discretion of the department head or designee, additional rest periods of up to 4 hours may be assigned in unusual or emergency circumstances. With supervisor/manager approval, these hours may be used in combination with the employee's existing time-off banks, in combination with scenarios 1-3 above or the additional rest period hours used by themselves.

B. Continuous or Emergency Work Schedule. When, in circumstances of emergencies or other business necessity, it becomes necessary for the City to require a continuous work schedule of twenty-four (24) or more hours of work, employees shall work under close supervision and will be released for rest at the discretion of the department head or designee. In such circumstances, the employee shall be entitled to the prevailing rate of overtime pay, and shall remain at such rate of pay until released from the work schedule for a minimum of eight (8) hours.

ARTICLE IV. SPECIAL DUTY ASSIGNMENTS

Refer to Administrative Regulation on Special Duty for the current policy on Special Duty Assignments.

When an employee is assigned a special duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position or is assigned to the employee's regularly assigned department. If an employee is assigned to a special duty assignment of less than full time, compensation for hours worked may be supplemented by either accrued sick leave, or other available leave.

ARTICLE V. MEALS

All regular employees will be eligible for a $20.00 meal allowance as provided below:

A. OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT.

1. All Overtime (emergency or scheduled) worked contiguously (before or after) to an employee's regularly scheduled shift for a minimum of two (2) hours shall entitle the employee to one (1) meal allowance. Employees will be eligible for one (1) additional meal allowance for each additional four (4) hours of contiguous overtime worked.

2. Employees are entitled to a paid thirty (30) minute meal break for every four (4) contiguous hours of overtime worked.

Overtime hrs worked	Total # of $20 meal allowances	Total # of ½ hr paid breaks
>2 hrs < 4 hrs	1 = $20	0
>4 hrs < 6 hrs	1 = $20	1
>6 hrs < 8 hrs	2 = $40	1
>8 hrs < 10 hrs	2 = $40	2
>10 hrs < 12 hrs	3 = $60	2
>12 hrs < 16 hrs	3 max meals in 24 hours	3
>16 hrs	3 max meals in 24 hours	4

B. OVERTIME WORKED NON CONTIGUOUS TO A REGULAR SHIFT.
All overtime (emergency or scheduled) worked that is not contiguous with a normally scheduled shift shall entitle the employee to one (1) meal allowance for every four (4) hours of overtime worked. This scenario does not provide for the meal break to be compensated.

C. Under certain circumstances the City may provide a meal by bringing food to the worksite in lieu of "A1" or "B".

D. In no event shall an employee be entitled to more than three (3) meal allowances in a twenty-four (24) hour period from the beginning of the overtime shift.

E. The meal allowance will be recorded each eligible day in timekeeping to be paid with normal payroll periods.

CHAPTER 7. MISCELLANEOUS ISSUES

ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT

A. Uniforms (Non-Fire Retardant (FR) Clothing) Required To Be Worn Daily

When an employee is required to wear a uniform on a daily basis, as determined by the department head, the employee may elect one of the following two options by January 1 of each year:

1. An employee will receive an annual jean allowance of $235.00 and eleven (11) shirts selected by the City. The employee is responsible for cleaning the jeans, and must report to work in clean, well-maintained and repaired jeans. The jean allowance shall be payable in January of each year. The annual jean allowance shall be prorated for new employees by date of hire. The value of the uniform allowance is reported to CalPERS as compensation subject to retirement contributions for employees in the classic retirement tier (not PEPRA).

OR

2. The City will provide and maintain for an employee annually eleven (11) shirts and eleven (pants) selected by the City to wear during working hours. The rental and maintenance of the uniform will be up to $500 each fiscal year based on the cost of renting and laundering of the uniform. The value of the uniform provided, cleaned and maintained, is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).This excludes the monetary value for personal health and safety equipment.

B. Uniform (Non-FR Clothing) Not Required

If an employee, with the director's approval, does not wear a City uniform, the employee will not be eligible for a uniform allowance.

C. Rain Gear

As needed, the City shall provide an employee with rain gear consisting of one (1) each coat and pants.

D. Uniform Apparel – General Requirements

Employees who receive a jean allowance and employees who are provided with uniform apparel pursuant to this Article, including FR uniform apparel, are required to wear the provided clothing during all duty hours and to maintain a clothing standard consistent with representing the City to the public.

E. Safety Clothing and Equipment

1. Fire Retardant (FR) Clothing Required To Be Worn Daily

If by law or regulation, due to hazard evaluation or CAL-OSHA requirements, an employee is required to wear FR clothing on a daily basis, the City shall provide all required FR clothing/uniform items, and the employee is not permitted to provide the employee's own work clothing or to receive a jean allowance. The City shall provide eleven (11) FR pants

and eleven (11) FR shirts annually, and shall provide other FR clothing items as needed as determined by the department head or designee.

2. Safety Boots/Shoes and Climbing Boots

a. Safety Boots/Shoes. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear safety boots/shoes on a daily or intermittent basis with safety boots/shoes with a cost that does not exceed $250.00. The $250 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the $250 annual cost. At the City's discretion, the City may provide safety boots/shoes through any method that allows an employee to choose safety boots/shoes that do not cost more than $250.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide safety boots/shoes, depending on the circumstances, include, but are not limited to the following:

1. The City could authorize an employee to purchase safety shoes/boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.

2. Or, an employee could select appropriate safety shoes/boots, and the City would order and pay for the selected boots.

3. Or, a supervisor could accompany an employee to a retail store and pay for the selected safety shoes/boots.

4. Or, the City could arrange for a vendor to provide a selection of appropriate safety shoes/boots from which employees may select/order safety shoes/boots at City expense.

b. Climbing Boots. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear climbing boots with climbing boots with a cost that does not exceed $400.00. The $400 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the $400 annual cost. At the City's discretion, the City may provide climbing boots through any method that allows an employee to choose climbing boots that do not cost more than $400.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide climbing boots, depending on the circumstances, include, but are not limited to the following:

1. The City could authorize an employee to purchase climbing boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.

2. Or, an employee could select appropriate climbing boots, and the City would order and pay for the selected boots.

3. Or, a supervisor could accompany an employee to a retail store and pay for the selected climbing boots.

4. Or, the City could arrange for a vendor to provide a selection of appropriate climbing boots from which employees may select/order at City expense.

c. General Requirements.

1. Employees who are required to wear safety boots/shoes and/or climbing boots while performing their job duties must wear boots/shoes that are appropriate for their job classification and meet any CAL-OSHA requirements. The City reserves the right to determine if a boot or shoe is appropriate to the employee's job classification in conformance with any applicable CAL-OSHA regulations.

2. To assure compliance with prescribed safe working practices or common sense, an employee who performs job duties without wearing appropriate safety boots/shoes or climbing boots whenever required by conditions and assigned duties will be subject to discipline.

3. Additional Safety Equipment

In addition to providing FR clothing, safety boots/shoes and climbing boots described above and as required by an employee's job duties, the City shall provide employees with the following additional safety equipment and personal protective wear as needed, including, but not limited to: jackets, sweatshirts, hard hats, gloves, one (1) pair of insulated rubber boots with reinforced arches, and other materials and equipment required by CAL-OHSA to guard against potential on-the-job hazards to employees' health and welfare. The City provides safety glasses in accordance with Administrative Regulation 2.02.

4. Safety Equipment – General Provisions

During their duty hours while performing their job duties, employees are required to use safety equipment and additional personal protective wear provided by the City as appropriate for the particular task. To assure compliance with prescribed safe working practices and common sense to protect against potential hazards to the health and welfare of employees, an employee who fails to use the appropriate safety equipment and personal protective wear shall be subject to discipline.

F. The parties agree to convene a labor management committee to evaluate options and meet and confer on the application and utilization of a new uniform service to address employees concerns on fire retardant clothing.

ARTICLE II. UNION SECURITY AND MEMBERSHIP

A. The Union is the sole and exclusive representative for all the employees covered by this agreement without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment, and all other negotiable items.

B. Employees may authorize membership dues and other lawful deductions to be made from their salaries, wages, or retirement allowances for the payment of dues in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union

dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

C. Upon receiving notification from the Union, the City shall deduct the amount of regular and periodic Union dues, service fees, or insurance premiums as may be specified by the Union under the authority of written notification by the Union certifying that the employee has provided written affirmed consent for deduction of union membership dues or fair share service fees. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions.

D. The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union, provided that the City promptly notify the Union of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under this Article.

E. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the membership dues deductions or any other deductions. When an employee is in a non-pay status for the full pay period when his/her deductions would normally be withheld, no deductions will be made to cover that withholding from the earnings. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

F. The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly-hired employees subject to this Agreement. The City agrees to provide the Union on a monthly basis a payroll dues deduction report.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

Pursuant to City Personnel Rules Section 3.05.110 and Chapter 3.06, Appointments.

ARTICLE IV. CAUSES FOR DISCIPLINE

The following may be causes for the City to initiate disciplinary action including demotion, reduction in pay, suspension, or dismissal of any employee, pursuant to these rules and regulation. The causes cited below are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. There are some serious acts of misconduct that by their nature are not appropriate for progressive discipline. Behavior of this type should be disciplined by suspension, or, if warranted, discharge on the first occasion. The rules governing discipline shall prevail as if the unlisted issue or infraction were listed as follows:

A. Attendance.
   1. Improper or unauthorized use or abuse of sick leave;
   2. Excessive absenteeism regardless of reason;
   3. Being absent without authorized leave; repeated tardiness to assigned workstation, or leaving assigned work without authorization.

B. Behavior.
   1. Willful or negligent violation of the Personnel Rules and Regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies;
   2. Insubordination (failure to carry out a direct order from a supervisor);
   3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
   4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City;
   5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
   6. Falsifying information related to employment application, payroll, or any work related record or report;
   7. Soliciting outside work for personal gain during the conduct of City business engaging in outside employment for any business under contract by the City, participating in any outside employment that adversely affects the employee's City work performance, and engaging in unauthorized outside employment;
   8. Discourteous treatment of the public or City employees;
   9. Conduct interfering with the reasonable management and discipline of the City or any of its department or divisions;
   10. Engaging in political activities while on duty;
   11. Violation or neglect of safety rules;
   12. Theft;
   13. Physical altercations;
   14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.

C. Work Performance.
   1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
   2. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period;
   3. Refusal to accept reasonable and proper assignment from an authorized supervisor;

4. Possession of, or intoxication, or incapacity on duty due to the use of, alcohol or drugs;
5. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving;
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in a strike, work stoppage, slowdown, or other job action against the City.

ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES

Any represented employee who wishes to call his or her Union business representative regarding employment related matters, may do so on City paid time at his or her own expense, provided such telephone calls do not represent or create any unreasonable disruption of work.

A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this Article regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. However, an informal grievance is a prerequisite to filing a formal grievance.

B. Informal Grievances. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

C. Formal Grievances.

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance, which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee within ten (10) calendar days of the receipt of the grievance.

2. Except in those cases where the grievance is subject to Administrative Appeal to the Personnel Board pursuant to Roseville Municipal Code, Chapter 3.23, the decision of the City Manager regarding a formal grievance is final.

ARTICLE VI. MINIMUM SCORES AND COMPUTATIONS

Pursuant to City Personnel Rules Section 3.05.070.

ARTICLE VII. CITY MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules, the following shall constitute the City's management rights:

A. To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require the City to negotiate on matters, which are solely a function of management, including the following:

1. To manage the City generally and to determine the issues of policy.

2. To determine the existence of facts, which are the basis of management decisions.

3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.

10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

14. To hire, transfer, promote, and demote employees for nondisciplinary reasons.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations.

18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with these Regulations or the Personnel Rules.

19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in these regulations.

20. To take any and all necessary action to carry out the mission of the City in emergencies.

B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these employer rights, authorities, or functions, but shall be limited to matters of interpretation only.

C. The employer rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

ARTICLE VIII. NON-DISCRIMINATION

The Union is obligated to comply fully with Titles VI and VII of the 1964 Civil Rights Act (as amended), such that employee organizations and labor unions shall not discriminate against any member or prospective member on the basis of such person's race, creed, color, national origin, sex, age (over 40), or religious affiliation, physical handicap (except where indicated by requirements of the position), medical condition, marital status and all other applicable State and Federal statutes relating to non-discrimination.

ARTICLE IX. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DEPARTMENT

The City of Roseville, desirous of establishing apprenticeship programs in the Electric Department, does hereby adopt the following rules for the administration of said programs in cooperation with the recognized majority representative of employees in this department, the International Brotherhood of Electrical Workers, AFL-CIO, Local #1245:

A. Committee.

An Apprenticeship Committee will be established and shall be composed of two (2) voting members appointed by the International Brotherhood of Electrical Workers, Local #1245 (Union), and two (2) members appointed by the City. Additional parties (Union and City) may attend monthly Apprentice Committee meetings upon mutual agreement of both parties (Union and City). This committee will prepare, review and revise training standards as necessary. Decisions of this committee are subject to the approval of the Union Business Manager (or designee) and the City Manager.

B. Training Standards.

A training standard of progress will be developed for each apprenticeship program and will

be formalized in the Apprentice Training Program specific to each program. This standard will indicate the training time for each phase of training or work process. The training time indicated will not be restrictive, but rather will be indicative of the emphasis or amount of time that should be spent on each phase. Although the total time spent on any one phase during any one progression period may vary with the individual, work load and amount of related instructions, minimum assignments shall be met during the term of the apprenticeship as outlined in the City of Roseville Apprentice Line Technician, Apprentice Substation Technician and Apprentice Metering Systems Technician Training Programs.

C. Nondiscrimination Provision.

Selection of apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race, creed, color, national origin or ancestry, physical or mental disability, medical condition, denial of family and medical care leave, gender, gender identity and gender expression, sex, sexual orientation, marital status, age, or religious affiliation, military and veteran status, genetic information, and all other applicable state and federal statutes relating to discrimination.

D. Entrance Requirements.

To be eligible to enter an apprenticeship program, a candidate must pass an appropriate entrance examination and meet whatever other minimum requirements may be established for that classification. Employees will be given an opportunity to indicate their desires and intentions with regard to entering apprenticeship training programs. Vacancies in apprenticeship training programs will be announced in accordance with normal procedure.

E. Progression Tests.

To progress through the apprentice program will require passing a progression test for each step of the program. These tests and the manner in which they will be scored will be prepared and agreed to by the Joint Apprenticeship and Training Committee and outlined in the City of Roseville Apprentice Line Technician Training Program dated 08/2016, and Apprentice Substation Technician and Apprentice Metering Systems Technician Training Program dated 02/16/22.

F. Review and Evaluation.

The Electric Utility Director shall appoint staff who shall review and evaluate the progress of each Apprentice during the program. Employees in the Apprentice classification shall receive a performance report for each six months of training. The completed performance review will be administered through the normal City process.

G. Instruction.

Related classroom instruction as agreed to by the Joint Apprenticeship and Training Committee will be given the apprentices during regular working hours. The instructors will be selected from personnel qualified to instruct.

Each apprentice shall pursue related and supplemental theoretical studies of not less than approximately eighty (80) hours per year. This outside training shall be approved by the Joint Apprenticeship and Training Committee and shall be pursued on the apprentice's own time and without pay from the City.

H. Salary Step Increases.

Employees are eligible for a salary merit increase based on successful (70%) completion of the required testing for each step as outlined in the City of Roseville Apprentice Line Technician, Apprentice Substation Technician and Apprentice Metering Systems Technician Training Programs.

I. Probationary Period.

Employees in the Apprentice Line Technician and Apprentice Electric Metering Systems Technician classification remain on a probationary status that is in effect throughout their entire Apprenticeship Program, which shall not exceed forty two (42) months. Employees in the Apprentice Electric Substation Technician classification shall remain on a probation status throughout their entire Apprentice program, which shall not exceed fifty-four (54) months. In any case where the Apprentice fails to adhere to standards outlined in the Apprentice Line Technician Program, the employee will be rejected on probation and removed from the program. The City retains its sole discretion to determine whether an Apprentice completes probation.

The Union and City acknowledge and agree that the length of the probationary period under this Apprenticeship Program reflects the unique nature and required training and evaluation time for the classifications contemplated herein. As described in Roseville Municipal Code, Section 3.06.130, the probationary period is an intrinsic part and extension of the employee selection process during which the employee shall be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any probationary employee whose performance does not meet required standards of job progress or adaptation.

J. Reinstatement Rights.

Employees rejected on probation within the first year of the Apprenticeship Program shall be reinstated to the classification from which the employee was promoted if the employee held regular status in the lower level position with the exception of those employees promoted from the Electric Pre-Apprentice position. Employees who were promoted from an Electric Pre-Apprentice position to the Apprentice position or employees who were rejected on probation from the Apprenticeship program in year two or three will be considered to be released from City service without cause at the sole discretion of the City and do not have reinstatement rights to a previously held position within the City. Such release shall not be subject to any appeal. Written notification of release shall be provided to the probationer, and a copy filed with the Human Resources Director or a designee thereof. As negotiated between the Union and City, the provisions of this Amendment #1 to the parties' Memorandum of Understanding control, notwithstanding any other language contained in the City's Personnel Rules, including, but not limited to, Roseville Municipal Code, Title 3, Sections 3.06.140, 3.06.170, and 3.06.180.

K. Demotion.

Employees wishing to voluntarily withdraw from the Apprenticeship Program may request a voluntary demotion pursuant to City's Personnel Rules, Roseville Municipal Code, Title 3, Section 3.07.040.

ARTICLE X. UNION ORIENTATION

The City shall provide thirty minutes for the union's business representative to attend new hire orientation to meet with all new IBEW Local 1245 bargaining unit employees for the purpose of explaining union contract orientation and enrollment. The City will provide IBEW Local 1245 one week notice of new hire orientations that include IBEW Local 1245 employees.

City agrees to meet with IBEW Local 1245 during the term of the MOU to further explore alternate release time procedures.

ARTICLE XI. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with job-related educational courses up to $150.00 per course, not to exceed $300.00 per year. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the supervisor, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade is submitted to the Human Resources Department. The City will maintain a maximum fund of $6,000 to be administered by the Human Resources Department for educational reimbursement. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE XII. ALCOHOL AND DRUG POLICY

The City and IBEW Local 1245 agree to continue enforcement of the Alcohol and Drug Policy as referenced in Appendix "Y".

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

ARTICLE XIII. UNION RELEASE TIME REIMBURSEMENT

At the written request of the Union and upon approval by the applicable department head, designated union stewards may be granted up to four (4) days off per calendar year per steward of reimbursable leave time off to perform union business. Employees shall elect to utilize their accumulated leave time off bank, excluding sick leave, to receive their full regular base wages for the duration of the union leave time off. The leave time off is subject to approval by the employee's supervisor and shall not disrupt operations. The union may request to utilize an additional allotment of a total of 18 hours of reimbursable release time per calendar year for a steward(s) to attend union training sessions. The additional 18 hours may be designated for use to one steward or spread among multiple stewards.

Subsequently, upon written verification from the Union of the amount of time off taken by the employee for union business, the City shall invoice the Union for the total compensation cost of the employee's time off. Within thirty (30) calendar days of receiving the reimbursement payment from the Union for the employee's time off, the City shall reinstate all hours of accumulated leave used for union business to the employee's respective leave bank. While on union release time, the employee shall not be considered to be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of union business. The Union shall indemnify and hold

harmless the City, its officers, agents, employees, and volunteers, individually and collectively, from and against any and all claims, cost, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising of, or related to, its adherence to this Article.

The terms and conditions of this Memorandum of Understanding are effective May 1, 2022 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

City of Roseville:

Dominick Casey
City Manager

Timothy L. Davis
Chief Negotiator

Stacey Peterson
Member, Negotiation Committee

Ryan Devore
Member, Negotiation Committee

Dan Beans
Member, Negotiation Committee

Paul Cummings
Member, Negotiation Committee

Trent Johnson
Member, Negotiation Committee

Jason Grace
Member, Negotiation Committee

Chalyn Ferguson
Member, Negotiation Committee

IBEW, Local 1245:

Bob Dean
Business Manager

Charley Souders
Chief Negotiator

Mike Barton
Member, Negotiation Committee

Adam Carpineta
Member, Negotiation Committee

Clinton Castle
Member, Negotiation Committee

Brendan Gossic
Member, Negotiation Committee

Shawn Murphy
Member, Negotiation Committee

Matt Jones
Member, Negotiation Committee

APPENDIX "A" "A2" IBEW LOCAL 1245 CLASSES

150	ELECTRIC APPRENTICE LINE TECHNICIAN
1086	ELECTRIC APPRENTICE METERING SYSTEM TECHNICIAN
1084	ELECTRIC APPRENTICE SUBSTATION TECHNICIAN
2328	ELECTRIC DRAFTING TECHNICIAN I
2330	ELECTRIC DRAFTING TECHNICIAN II
2340	ELECTRIC ENGINEERING TECHNICIAN I
2345	ELECTRIC ENGINEERING TECHNICIAN II
2285	ELECTRIC LINE TECHNICIAN
2286	ELECTRIC LINE TROUBLESHOOTER
2210	ELECTRIC MATERIALS TECHNICIAN I
2212	ELECTRIC MATERIALS TECHNICIAN II
1085	ELECTRIC METERING SYSTEM TECHNICIAN
2421	ELECTRIC PRE-APPRENTICE
2254	ELECTRIC PREVENTIVE DATA SYSTEM TECHNICIAN
1083	ELECTRIC SUBSTATION TECHNICIAN
2350	ELECTRIC SYSTEM DISPATCHER
2359	ELECTRIC TECHNOLOGY SYSTS TECHNICIAN
9250	ELECTRIC UTILITY INSPECTION TECHNICIAN
2360	ELECTRIC UTILITY TECHNICIAN I
2362	ELECTRIC UTILITY TECHNICIAN II
2380	ELECTRONICS TECHNICIAN I
2385	ELECTRONICS TECHNICIAN II
1037	ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN I
1038	ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN II
1082	GENERATION MAINTENANCE SCHEDULER-COORDINATOR
3608	INSTRUMENT & CONTROL TECHNICIAN
4520	MATERIALS TECHNICIAN
5319	PLANT & EQUIPMENT MAINTENANCE WORKER II
5316	PLANT & EQUIPMENT MAINTENANCE WORKER I
5327	PLANT & EQUIPMENT MECHANIC I
5328	PLANT & EQUIPMENT MECHANIC II
5401	PREDICTIVE MAINTENANCE TECHNICIAN I
5402	PREDICTIVE MAINTENANCE TECHNICIAN II
5500	PREVENTATIVE MAINTENANCE TECHNICIAN I
5502	PREVENTATIVE MAINTENANCE TECHNICIAN II
5533	PREVENTATIVE MAINTENANCE COORDINATOR
5595	POWER ENGINEER I
5596	POWER ENGINEER II
5590	POWER PLANT ENGINEER I

5591 POWER PLANT ENGINEER II
5526 POWER PLANT MECHANIC
5522 POWER PLANT OPERATOR TECHNICIAN I
5523 POWER PLANT OPERATOR TECHNICIAN II
7020 SCADA SYSTEM TECHNICIAN
7118 SR ELECTRIC LINE TECHNICIAN
7169 SR ELECTRIC MATERIALS TECHNICIAN
7124 SR ELECTRIC METERING SYSTEMS TECHNICIAN
7126 SR ELECTRIC SUBSTATION TECHNICIAN
7168 SR ELECTRIC SYSTEM DISPATCHER
7170 SR ELECTRONIC TECHNICIAN
7205 SR PLANT & EQUIPMENT MECHANIC
7152 SR POWER PLANT OPERATOR/TECHNICIAN
7284 SR PREVENTATIVE MAINTENANCE TECHNICIAN
9559 SR SCADA SYSTEM TECHNICIAN
7204 SR WATER DISTRIBUTION WORKER
7202 SR WASTEWATER UTILITY MAINTENANCE WORKER
2375 TRAFFIC SIGNAL MAINTENANCE WORKER I
2376 TRAFFIC SIGNAL MAINTENANCE WORKER II
9078 WATER CONSERVATION SPECIALIST
9049 WATER CONSERVATION WORKER I
9051 WATER CONSERVATION WORKER II
9246 WATER DISTRIBUTION WORKER I
9248 WATER DISTRIBUTION WORKER II
9027 WASTEWATER UTILITY MAINTENANCE WORKER I
9029 WASTEWATER UTILITY MAINTENANCE WORKER II

APPENDIX "B" TWELVE HOUR SHIFT- SPECIFIC PROVISIONS

In addition to the applicable sections of the MOU, the following shall govern twelve (12) hour shift personnel:

1. Shift work. "Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage, on a seven (7) day per week basis, including holidays."

2. Lunch and breaks. Lunch Periods: All personnel assigned to twelve (12) hour shifts receive a thirty (30) minute paid lunch. Employees assigned to this shift will not be allowed to leave the work premises and may be required to report to their work station during their meal break.

3. Relief Operator– Overtime – Relief employees will be utilized within the 12-hour shift schedule only when relieving for the Operators on shift. When not relieving, they will work five (5) eight-hour shifts. Overtime will be calculated in accordance with the existing MOU (over 8 and over 40).

4. Paid Leave. A shift work employee who does not work for an entire regularly scheduled shift, shall use paid leave (vacation, CTO, sick, etc.) to supplement the hours worked to provide up to twelve (12) hours of paid time for that day.

5. FLSA work period: For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek for all staff except 12-hour shift employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The City of Roseville reserves the right to change start times of each work week within a period as appropriate to the selected shift. [The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245's principals for purposes of discussing twelve (12) hour shift schedules.]

6. Overtime for twelve (12) hour shifts:

   Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

EMPLOYEE WORK SCHEDULE	OVERTIME
Twelve hours per day	Over twelve hours per day and forty hours per week

7. Holidays - Employees scheduled to a twelve (12) hour shifts shall receive one hundred ten (110) hours of holiday hours per year, in advance on January 1 of each year, earned in approximately nine (9) hour increments for each one (1) month of continuous employment. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one (1) hour increments up to twelve (12) hours.

   a. In lieu of holiday time off, twelve (12) hour shift employees may elect to receive straight salary for up to one half (1/2) of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in twelve (12) hour increments. Employees who are interested in cashing out their holiday hours must sell the holiday leave time by the last business day in January of the year the hours are earned.
   b. All holiday time off is subject to advance approval of the department head.

c. Holiday hours which are not used by December 31 of the year they are earned will be forfeited by the employee. [If employee is denied use of his/her holiday hours due to operational necessity then leave balances may be cashed out]

d. If an employee has taken more holidays in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final pay check.

8. General hours of work – Chapter 6. Article 1. Plant Operators/Technicians and Leadworkers may have week days off.

9. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein:

a. Except for part time employees, eight (8) or twelve (12) hours (depending on assignment) shall constitute a day's work. Forty (40) hours shall constitute a workweek for employees. Employees will be subject to call twenty four (24) hours per day and shall respond to such calls unless unable to report for required work. Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage on a seven (7) day a week basis, including holidays.

b. All full time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. As a result of a shift change, an employee may not have two (2) consecutive days off in a given week. In case of emergency, and if the position must be continuously filled, an employee may be required to work on weekly days off.

c. The appointing authority of each department shall draw up a schedule of days off for all full time employees under the department's jurisdiction.

d. Change of Schedule: Employees involved in a mandatory change of schedule which involves a modification in an employee’s starting time or days off will be given a minimum of ten (10) working days’ notice. Relief shift personnel may have their schedule changes with little or no notice. Twelve (12) hour shift workers will be given a minimum of fourteen (14) calendar days notice.

e. The Department Head or his/her designated authority may waive the above-stated provisions in emergency situations as determined.

f. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours (twelve (12) hours of Power Plant staff), performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

g. Employees who report for work or extend their shift for turnover transition must have prior supervisory approval and will be compensated for the actual time worked.

APPENDIX "C" SURVEY AGENCIES

Environmental Utilities Survey Agencies

City of Davis
City of Fairfield
City of Folsom
City of Sacramento
City of Vacaville
City of West Sacramento
City of Woodland
Placer County
Sacramento County
South Placer Municipal Utility District
Placer County Water Agency
El Dorado Irrigation District

Electric Survey Agencies

City of Alameda
City of Lodi
City of Palo Alto
City of Redding
City of Santa Clara
Modesto Irrigation District
Northern California Power Agency
Sacramento Municipal Utilities District
Turlock Irrigation District

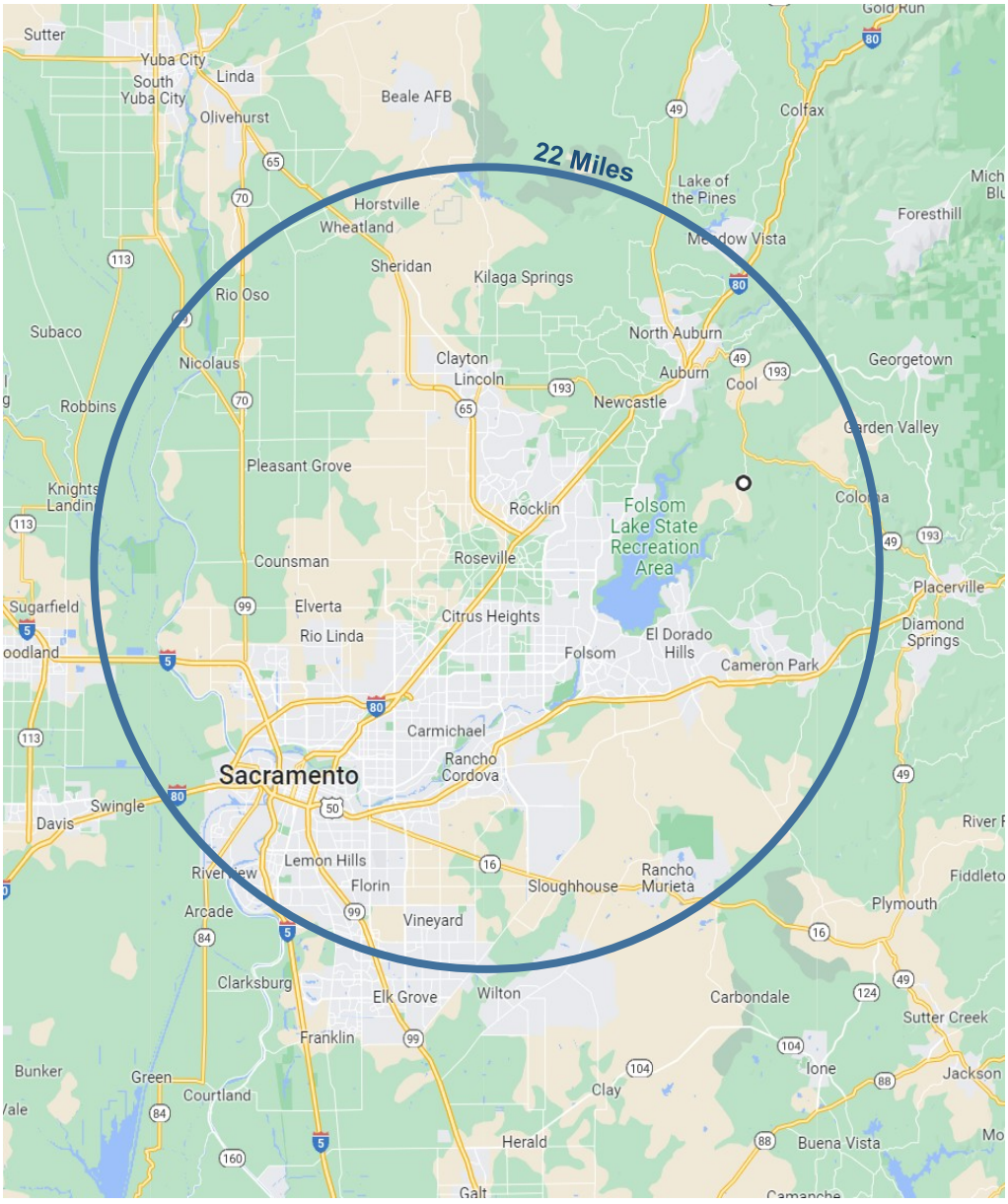
APPENDIX “D” BENCHMARK CLASSES

Electric Drafting Technician II
Electric Engineering Technician II
Electric Line Technician
Electric Metering Systems Technician
Electric Substation Technician
Electronics Technician II
Environmental Utilities Instrument and Control Technician
Instrument and Control Technician
Plant and Equipment Mechanic II
Power Engineer II
Wastewater Utility Maintenance Worker II

APPENDIX "X" MAP

22 Mile Radius

Take Home Vehicles
Distance Map



APPENDIX “Y” DRUG AND ALCOHOL POLICY

Master Memorandum of Understanding

International Brotherhood of Electrical Workers, Local 1245

CITY OF ROSEVILLE CALIFORNIA

Term of Agreement:
May 1~~April 27~~, 202219 – April 30, 20262

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MASTER MEMORANDUM OF UNDERSTANDING

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU), also referred to as the Agreement, relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA, (hereinafter referred to as "CITY"), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1245 (hereinafter referred to as "UNION" or "IBEW Local 1245"), and those employees occupying the classes listed in Appendix "A" and "A2", attached hereto and incorporated herein by this reference.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes the International Brotherhood of Electrical Workers, Local #1245 as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the Roseville Municipal Code (also known as the City's Personnel Rules).

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provisions of Section 3500 et seq. of the Government Code of the State of California in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation as specified herein.

ARTICLE IV. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties hereto that this Memorandum of Understanding is of no force or effect in regard to matters within the authority of the City Council until such matters are submitted to, and accepted by, the City Council.

ARTICLE V. CONTINUATION OF BENEFITS

Except as otherwise provided herein, this Memorandum of Understanding does not modify existing benefits contained in the current salary ordinance and other compensation benefits or in the Personnel Ordinance (Municipal Code Title 3 also referred to as Personnel Rules). Such benefits shall remain unmodified and shall continue in full force and effect throughout the term of this MOU.

ARTICLE VI. SEVERABILITY OF AGREEMENT

This MOU is severable. Should any article, section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific article, section, or portion thereof directly specified in the decision, and the remainder of this Agreement shall not be affected thereby.

ARTICLE VII. TERM OF UNDERSTANDING

This Memorandum of Understanding incorporates all modifications regarding wages, hours and other terms and conditions of employment. This Memorandum of Understanding shall be effective May 1~~April 27~~, 2022, ~~19~~ and shall expire on April 30, 2026~~2~~. All existing benefits shall continue in full force until a subsequent agreement is reached. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. With the parties' mutual agreement, the notification and Meet and Confer process may begin earlier than one hundred twenty (120) days prior to the expiration date of this Agreement.

CHAPTER 2. COMPENSATION

ARTICLE I. SALARIES

A. SALARY

1. Labor Market Adjustments: Effective May 7, 2022~~April 27, 2019~~, the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% or the Labor Market Adjustment listed below if the Labor Market Adjustment is greater than 2%:

CLASS TITLE	Salary Schedule B % Change	Salary Schedule A % Change
Electric Apprentice Line Technician	6.31%	6.31%
Electric Apprentice Metering System Technician	6.03%	6.03%
Electric Apprentice Substation Technician	6.50%	6.50%
Electric Drafting Technician I	6.74%	6.74%
Electric Drafting Technician II	6.74%	6.74%
Electric Engineering Technician I	9.91%	9.91%
Electric Engineering Technician II	9.91%	9.91%
Electric Line Technician	6.31%	6.31%
Electric Line Troubleshooter	8.83%	8.83%
Electric Materials Technician I	8.18%	8.18%
Electric Materials Technician II	8.18%	8.18%
Electric Metering System Technician	6.02%	6.02%
Electric Pre-Apprentice	6.31%	6.31%
Electric Preventive Data System Technician	8.18%	8.18%
Electric Substation Technician	6.50%	6.50%
Electric System Dispatcher	6.30%	6.30%
Electric Technology System Technician	5.18%	5.18%
Electric Utility Inspection Technician	6.30%	6.30%
Electronics Technician I	6.46%	No LMA
Electronics Technician II	6.46%	No LMA
Environmental Utilities Instrument and Control Technician I	6.46%	No LMA
Environmental Utilities Instrument and Control Technician II	6.46%	No LMA
Generation Maintenance Scheduler-Coordinator	8.18%	8.18%
Instrument and Control Technician	5.17%	5.17%
Materials Technician	5.56%	5.56%
Plant and Equipment Maintenance Worker I	5.56%	5.56%

Plant and Equipment Maintenance Worker II	5.56%	5.56%
Plant and Equipment Mechanic I	5.56%	5.56%
Plant and Equipment Mechanic II	5.57%	5.57%
Power Engineer I	3.16%	3.16%
Power Engineer II	3.16%	3.16%
Power Plant Engineer I	3.16%	3.16%
Power Plant Engineer II	3.16%	3.16%
Power Plant Mechanic	5.18%	5.18%
Power Plant Operator Technician I	5.18%	5.18%
Power Plant Operator Technician II	5.18%	5.18%
Predictive Maintenance Technician I	6.46%	No LMA
Predictive Maintenance Technician II	6.46%	No LMA
Preventative Maintenance Coordinator	18.29%	18.29%
Preventative Maintenance Technician I	6.46%	3.73%
Preventative Maintenance Technician II	6.46%	3.73%
SCADA System Technician	6.46%	No LMA
Senior Electric Line Technician	6.30%	6.30%
Senior Electric Materials Technician	8.18%	8.18%
Senior Electric Metering Systems Technician	6.02%	6.02%
Senior Electric Substation Technician	6.51%	6.51%
Senior Electric System Dispatcher	6.30%	6.30%
Senior Electronic Technician	6.46%	No LMA
Senior Plant and Equipment Mechanic	5.56%	5.56%
Senior Power Plant Operator Technician	5.18%	5.18%
Senior Preventative Maintenance Technician	6.46%	No LMA
Senior SCADA System Technician	6.46%	No LMA
Senior Wastewater Utility Maintenance Worker	3.27%	3.27%
Senior Water Distribution Worker	3.27%	3.27%
Traffic Signal Maintenance Worker I	3.46%	3.46%
Traffic Signal Maintenance Worker II	3.46%	3.46%
Wastewater Utility Maintenance Worker I	3.46%	3.46%
Wastewater Utility Maintenance Worker II	3.46%	3.46%
Water Conservation Specialist	3.27%	3.27%
Water Conservation Worker I	3.46%	3.46%
Water Conservation Worker II	3.46%	3.46%
Water Distribution Worker I	3.46%	3.46%
Water Distribution Worker II	3.46%	3.46%

~~Job Title~~	~~Salary Schedule B~~	~~Salary Schedule A~~
~~Electric Apprentice Line Technician~~	~~1.6663%~~	~~1.6663%~~
~~Electric Drafting Technician I~~	~~9.9869%~~	~~9.9869%~~
~~Electric Drafting Technician II~~	~~10.0000%~~	~~10.0000%~~
~~Electric Line Technician~~	~~1.6664%~~	~~1.6664%~~
~~Electric Line Troubleshooter~~	~~1.6665%~~	~~1.6665%~~
~~Electric Materials Technician I~~	~~7.7944%~~	~~7.7944%~~
~~Electric Materials Technician II~~	~~7.7943%~~	~~7.7943%~~
~~Electric Pre-Apprentice~~	~~1.6663%~~	~~1.6663%~~
~~Electric Preventive Data System Technician~~	~~7.8040%~~	~~7.8040%~~
~~Electric System Dispatcher~~	~~1.6662%~~	~~1.6662%~~
~~Electric Technology System Technician~~	~~10.0000%~~	~~10.0000%~~
~~Electric Utility Inspection Technician~~	~~1.6662%~~	~~1.6662%~~
~~Electric Utility Technician I~~	~~0.8026%~~	~~0.8026%~~
~~Electric Utility Technician II~~	~~0.7966%~~	~~0.7966%~~
~~Instrument and Control Technician~~	~~10.0000%~~	~~10.0000%~~
~~Materials Technician~~	~~4.7986%~~	~~4.7984%~~
~~Plant and Equipment Maintenance Worker I~~	~~5.1380%~~	~~5.1380%~~
~~Plant and Equipment Maintenance Worker II~~	~~4.7927%~~	~~4.7927%~~
~~Plant and Equipment Mechanic I~~	~~4.8001%~~	~~4.8001%~~
~~Plant and Equipment Mechanic II~~	~~4.8000%~~	~~4.8000%~~
~~Power Engineer I~~	~~3.6574%~~	~~3.6574%~~
~~Power Engineer II~~	~~3.6535%~~	~~3.6535%~~
~~Power Plant Engineer I~~	~~3.6574%~~	~~3.6574%~~
~~Power Plant Engineer II~~	~~3.6535%~~	~~3.6535%~~
~~Power Plant Mechanic~~	~~10.0000%~~	~~10.0000%~~
~~Power Plant Operator Technician I~~	~~7.3176%~~	~~7.3176%~~
~~Power Plant Operator Technician II~~	~~7.3165%~~	~~7.3165%~~
~~Senior Electric Line Technician~~	~~1.6662%~~	~~1.6662%~~
~~Senior Electric Materials Technician~~	~~7.7933%~~	~~7.7933%~~
~~Senior Electric Metering Technician~~	~~0.7966%~~	~~0.7966%~~
~~Senior Electric Substation Technician~~	~~0.7966%~~	~~0.7966%~~
~~Senior Electric System Dispatcher~~	~~1.6664%~~	~~1.6664%~~
~~Senior Plant and Equipment Mechanic~~	~~4.8098%~~	~~4.8098%~~
~~Senior Power Plant Operator Technician~~	~~7.3188%~~	~~7.3188%~~
~~Senior Wastewater Utility Maintenance Worker~~	~~1.0739%~~	~~1.0739%~~
~~Senior Water Distribution Worker~~	~~1.0739%~~	~~1.0739%~~

~~Traffic Signal Maintenance Worker I~~	~~1.3000%~~	~~1.3000%~~
~~Traffic Signal Maintenance Worker II~~	~~1.2999%~~	~~1.2999%~~
~~Wastewater Utility Maintenance Worker I~~	~~1.3000%~~	~~1.3000%~~
~~Wastewater Utility Maintenance Worker II~~	~~1.3000%~~	~~1.3000%~~
~~Water Conservation Specialist~~	~~1.0739%~~	~~1.0739%~~
~~Water Conservation Worker I~~	~~1.3000%~~	~~1.3000%~~
~~Water Conservation Worker II~~	~~1.3000%~~	~~1.3000%~~
~~Water Distribution Worker I~~	~~1.3000%~~	~~1.3000%~~
~~Water Distribution Worker II~~	~~1.3000%~~	~~1.3000%~~

2. **Labor Market Adjustments**: Effective the first full pay period in May 2023~~0~~, May 2024, and May 2025~~1~~:

~~The parties agree to meet and confer over the Labor Market adjustment methodology. The meet and confer will include reviewing whether it is appropriate to use the same benchmark job classifications and agencies used in the 2018 Total Compensation Study. Because the parties intend to have February 1, 2020 as the effective date of the Total Compensation Study survey for the first pay period in May 2020 Labor Market adjustments, the parties agree to complete the meet and confer no later than November 1, 2019. Market survey data will be reviewed by the parties on or before March 1, 2020 with an effective date of the first full pay period in May 2020 for market increases.~~

The parties agree to use the survey agencies agreed upon for the 2021 Labor Market Study and pull the Total Compensation study survey data effective as of January 1st of the applicable calendar year. The Total Compensation Study shall be based on the same salary and benefit elements and methodology used in the 2022~~18~~ Total Compensation Study for each classification, which include:

Minimum Base Salary
Maximum Base Salary
Employee's Portion of PERS Paid by the Employer (%)
Employee's Portion of PERS Paid by the Employer
Deferred Compensation
Longevity Pay (Year 10)
Maximum Education/Certification Pay
Education/Certification Pay Notes
Cafeteria Plan
Health (Most Expensive Plan)
Dental
Vision
Life Insurance
Long-Term Disability Insurance
Retiree Health Savings Account (RHSA)
Social Security/Medi-Care
Employee Contributions Towards RHSA

a. **2023~~0~~ Labor Market Adjustments**

~~After the meet and confer is completed, t~~The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2023~~0~~. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2023~~0~~. Wage ~~Salary~~ increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market ~~median~~, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2023~~0~~ for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

b. **2024 Labor Market Adjustments**

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2024. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2024. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2024 for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

~~b.~~c. **2025~~1~~ Labor Market Adjustments**

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2025~~1~~ for the 2025~~1~~ Labor Market Adjustments. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2025~~1~~. ~~Salary~~ Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75th percentile and the environmental utilities and public works classifications that are behind the 55th percentile of the total compensation market ~~median~~, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2025~~1~~ for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

3. **Annual Merit Step Increases**

A. Effective January 9, 2016, all employees hired before January 1, 2016 will remain on salary schedule (A) for all listed classifications in the bargaining unit. All such employees will

continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.

B. Effective January 9, 2016, salary schedule (B) will apply to new hires for all listed classifications in the bargaining unit. ~~The salary steps for the new salary schedule will be approximately 2.5% for each classification in the bargaining unit.~~ For purposes of this provision, any employee who was initially hired before January 1, 2016 that had a break in City service and was rehired after January 1, 2016 will be deemed a newly hired employee under this provision.

C. **Salary Schedule B Salary Ranges: Reduce from 15 steps to 12 steps**: Effective May 7, 2022, the Schedule B salary ranges will be reduced from 15 steps to 12 steps, using the same top and bottom salary steps, establishing 3 percent between salary steps, except for the difference between salary step A to B, maintaining the same top and bottom salary steps.

D. This section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

B. REGISTRATION AND CERTIFICATION PAY

1. A five percent (5%) differential will be paid to employees in the classifications of Power Engineer I/II and Power Plant Engineer I/II who possess a California Professional Engineer ~~Certificate~~ (PE) license.

2. Employees in the classifications of Electric System Dispatcher and Senior Electric System Dispatcher who possess a NERC certificate as of July 20, 2011, will have the ability to earn three percent (3%) certification pay for maintaining their certification.

3. Employees in the classifications of Electronic Technician I/II or Senior Electronic Technician may be compensated by a maximum of three percent (3%) for the following certifications as specified. Employees who obtain and maintain an International Municipal Signal Association (IMSA) Traffic Signal Level III certification will be compensated at a rate of one percent (1%) higher than their base hourly rate. Employees who obtain and maintain a Certified Fiber Optic Installer (4 day program) certificate will be compensated at a rate of two percent (2%) higher than their base hourly rate and employees who obtain and maintain a CompTIA Server+ certification will be compensated at a rate of two percent (2%) higher than their base hourly rate.

~~2.~~4. Management staff will designate ~~a maximum of five (5) Electric and three (3)~~ the number of ~~Environmental Utilities maintenance staff~~ employees who need to obtain and maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their ~~existing pay range~~base hourly rate.

~~3.~~5. Management staff will designate the number of employees who need to maintain a DOT Tanker Endorsement based on operational needs. The designated employees who possess the required DOT Tanker Endorsement will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

6. Management staff will designate the number of employees who need to possess a USA Locates certification based on operational needs. The designated employees who possess the required USA Locates certification will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

7. Management staff will designate the number of utilities maintenance employees who need to obtain and maintain CWEA Mechanical Technologist (Grade 2, 3) or CWEA Electrical/Instrumentation Technologist (Grade 2, 3) certification. The designated employees will be compensated at a rate of one percent (1%) higher than their base hourly rate for grade 2 certification and two percent (2%) higher for grade 3 certification. Employees may be compensated by a maximum of three percent (3%) for the above specified certifications. The certification pay may be designated where needed for the following classifications: Plant & Equipment Mechanic I/II, Senior Plant & Equipment Mechanic, Preventative Maintenance Technician I/II, Senior Preventative Maintenance Technician, EU Instrument and Control Technician I/II, SCADA System Technician, Senior SCADA System Technician, and Predictive Maintenance Technician I/II.

8. Management staff in the Environmental Utilities Department will designate the number of employees to maintain their Class A driver's license and operate Class A vehicles/equipment as needed based on the business needs of the City. Once certified, the designated employees will be compensated at a rate of three percent (3%) higher than their base hourly rate.

9. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of three ~~five~~ percent (3~~5~~%) in certification pay based on the certifications for each classification in the chart below: ~~Management staff in the Environmental Utilities Department will designate an appropriate number of staff from Water Distribution and an appropriate number of staff from Wastewater Collection to maintain their Class A driver's license and operate Class A vehicles/equipment as needed based on the business needs of the City. Once certified, the designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their existing pay range. Employees also have the opportunity to earn certification pay in the following areas:~~

	Water Distribution	%	Wastewater Collection	%
Senior	Cross Connection Control Specialist	1%	CWEA Grade 3 or Grade 4 (cumulative)	1%
	Backflow Tester Certification	1%	Collection System Maintenance	1%
	Distribution Operator Grade 4 or Grade 5 (SWRCB~~DPH~~)(cumulative)	1%	Environmental Compliance Inspection	1%
	Treatment Operator Grade 1, 2, 3, 4, or 5 (SWRCB~~DPH~~) (non-cumulative)	1%	~~Crane Certification (max six staff in series to be appointed by EU management staff)~~	~~2.5%~~
	Water Sampler Certification~~Crane Certification (max six staff in series to be appointed by EU management staff)~~	1% ~~2.5%~~		
Worker I and II	Cross Connection Control Specialist	1%	CWEA Grade 2, Grade 3 or Grade 4 (cumulative)	1%
	Backflow Tester Certification	1%	Collection System Maintenance	1%
	Conservation Certification			

	Distribution Operator, Grade 3, 4 or 5 (SWRCB~~DPH~~) (cumulative) Treatment Operator Grade 1, 2, 3, 4, or 5 (non-cumulative) ~~Crane Certification (max six staff in series to be appointed by EU management staff)~~	1% 1% 1% ~~2.5%~~	Environmental Compliance Inspection ~~Crane Certification (max six staff in series to be appointed by EU management staff)~~	1% ~~2.5%~~
	Water Efficiency			**%**
Water Conservation Worker II	Water Use Efficiency Practitioner Grade 1, 2, 3 (AWWA) (cumulative) Qualified Water Efficient Landscaper (QWEL) Distribution Operator Grade 2 (SWRCB~~DPH~~) Employees appointed after 5/1/22 are not eligible			1% 1% 1%
Water Conservation Worker I	Water Use Efficiency Practitioner Grade 1, 2 (AWWA) (non-cumulative) Qualified Water Efficient Landscaper (QWEL) Distribution Operator Grade 1,2 (SWRCB~~DPH~~) (non-cumulative) Certified Landscape Irrigation Auditor (CLIA)			1% 1% 1% 1%
Water Conservation Specialist	Water Use Efficiency Practitioner Grade 2, 3 (AWWA) (cumulative) Qualified Water Efficient Landscaper (QWEL) Distribution Operator Grade 2 (SWRCB~~DPH~~)			1% 1% 1%

C. SPANISH SPEAKING PAY DIFFERENTIAL

City shall compensate employees who are certified by the Human Resources Department as Spanish speaking at the rate of $46.15 bi-weekly ($100.00 per month).

D. FUTURE SALARY INCREASES

The parties agree to continue to meet during the term of the MOU to determine revenue increase thresholds that would lead to future salary increases.

ARTICLE II. OVERTIME

Pursuant to Section 3.11.070 of the City's Personnel Rules, the following section shall govern overtime provisions of this Agreement:

A. Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

	EMPLOYEE WORK SCHEDULE	OVERTIME
1.	Eight hours per day, five days per week (5/8 Plan)	Over eight hours per day and forty hours per week
2.	Ten hours per day, four days per week (4/10 Plan)	Over ten hours per day and forty hours per week
3.	A flex-time schedule approved by the City Manager	Over the prescribed number of hours per day in writing.

For purposes of this section, holidays, sick leave, vacation, Personal Leave Time (PLT) compensatory time off (CTO), and floating holidays are time worked for purposes of computing overtime. The following leave hours are not to be considered to be hours worked for purposes of computing overtime: Workers' Compensation, leave without pay requested by the employee, suspension or disciplinary action and a short work week worked by a new employee.

No employee shall be required to work overtime during any scheduled workweek in which the employee is on an unpaid status as a result of disciplinary action.

B. Incidental overtime, defined here as less than eight (8) minutes nonrecurring extension of the workday/shift, is not compensable in any form.

C. Overtime shall be compensable in increments of fifteen (15) minutes.

D. Overtime shall be compensable at the rate of one and one-half (1 ½) the employee's base hourly rate except as noted in Subsection F or G of this section.

E. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

F. Regular employees working outside of their regularly scheduled shift in the Department shall be compensated at double the employee's base hourly rate when working between the hours of 8:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection D.

G. A non-shift employee shall be compensated at double the employee's base hourly rate when working on a scheduled holiday. A shift employee who works on a holiday shall be compensated in accordance with Subsection D.

H. An employee responding to a call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at double the employee's base hourly rate.

I. Compensatory Time Off (CTO): Maximum accumulation of compensatory time shall be reduced as follows:

a. Effective January 1, 2020, the maximum accumulation of CTO shall be one hundred sixty (160) hours;
b. Employees with CTO balances above the maximum cap on January 1, 2020 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.

ARTICLE III. CALL BACK

A. All call backs shall be for a minimum of two (2) hours and will be compensated in accordance with ARTICLE II. OVERTIME. Subsequent calls that occur during a two-hour callback and extend past the original two-hour call shall be compensated for actual time worked.

B. When the two (2) hours of a call back overlap a regularly scheduled shift the employee will be compensated at the overtime rate up to the start of his/her regularly scheduled work shift.

C. If an employee's work shift has not ended and the employee must respond to a call requiring immediate action that extends beyond the end of the employee's shift, it is considered a continuation of the shift and is subject to pay based on the actual time. If the employee's shift has ended and the employee has to return to work to address a call requiring immediate action, the employee is entitled to a two (2) hour minimum period of overtime at the appropriate rate.

D. Standby Employees, as defined in Chapter 2, Article VI, will receive one half (1/2) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

E. Non-Standby employees will receive one (1) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

ARTICLE IV. SERVICE TERM BONUS

A. The City agrees to provide the following service term bonus for employees hired prior to May 5, 2012:

SERVICE TERM	ANNUAL BONUS AMOUNT
Beginning of the 10th year and every year thereafter	2.5% of base salary
Beginning of the 15th year and every year thereafter	2.5% of base salary

B. Such service term bonus shall be included in each eligible employee's bi-weekly payroll.

C. Employees hired after May 5, 2012 will not be eligible for the service term bonus.

D. Effective February 17, 2007, for employees hired on or before May 5, 2012, the following certification pays will be calculated on longevity and reported to CalPERS as special compensation.

Backflow Tester Cert
Collection Sys Maint Cert
Commercial Drivers License Cert
Crane Operator Cert
Cross Connection Cert
CWEA Grade 1 Worker 2 Cert
CWEA Grade 2 Worker 2 Cert
CWEA Grade 3 or 4 Cert
DOHS Grade 4 Cert
DOHS Grade 5 Cert
Environmental Compliance Cert
NERC Cert
Professional Engineers Cert
Treatment Grade Operator Cert
WUEP Grade 1 Cert
WUEP Grade 2 Cert
WUEP Grade 3 Cert
Conservation Cert
Landscape Irrigation Auditor Cert
DOHS Grade 1 Cert
DOHS Grade 2 Cert
DOHS Grade 3 Cert
DOHS Grade 4 Cert
DOHS Grade 5 Cert

The service term bonus is to be considered as part of an employee's total compensation. However, only actual costs of the service term bonus shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark.

ARTICLE V. PROMOTION

Any employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new higher range, which is at least a ten percent (10%) increase over the employee's current salary step. In the event that the top step in the new range is less than ten percent (10%), the employee will then be assigned to the top step on the new salary range.

ARTICLE VI. STANDBY

The following provisions and EOP 2.0 City Standby Policy apply to represented employees. The number of available employees assigned to serve the standby needs of the department determines the application of provision A below.

A . Employees assigned to standby duty shall be compensated per the following schedule:

Monday-Friday Standby	21 ½ hours straight time rate per day
Saturday, Sunday & Holiday Standby	43 hours straight time rate per day
Weekly Standby	18 13.5 hours straight time rate per week
Holiday Standby	6 hours straight time rate per day

Employees shall not be assigned standby on their flex day, unless such employee volunteers.

B. Employees will be provided a cell phone when assigned to standby, if requested by the employee.

C. The department shall make standby assignments voluntary whenever practical.

D. The City reserves the right to schedule standby as needed.

E. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").

Exceptions to Appendix "X" may be made on prior written approval of the Department Head or designee for employees who are assigned to standby duty.

ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080)

The principle for paying employees for performing higher level job responsibilities due to operational necessity is based on such considerations as: the employee's ability and qualifications to perform at a higher level, whether the employee would be required to perform only routine or a significant range of the higher job responsibilities, whether the lower level position is in direct line and job scope of the higher class, and the length of time necessary for an employee to perform in a higher class.

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class must be given by the employee's supervisor and, except under emergency circumstances, requires advance approval of the department head, Human Resources Director and City Manager. The following conditions shall prevail as the definition and standards of compensation:

A. Employees are required to work at least four (4) hours in the higher class to receive the higher class pay, except in classifications where employees are required to operate heavy equipment that is paid at a higher level; in such cases employees will be eligible for higher class pay after one (1) hour of continuous work.

B. In the event that an employee is required to work in the higher class due to a call back, the employee shall receive out of class pay on an hour-for-hour basis with no minimum amount of time required to serve in the higher class.

C. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and

required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.

D. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the actual number of hours worked in the higher class as follows:

1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.

   EXCEPTION: Employees assigned as a senior level worker or senior level technician ~~as a Senior Electric Line Technician, senior water distribution worker or senior wastewater utility maintenance worker classification~~ shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class.

2. For employees assigned to management classifications the compensation shall be ten percent (10%) more than the employee's current salary rate in the lower class. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step in the higher class.

3. Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for layoff purposes as regards the higher class.

4. Temporary Acting Pay

   An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

ARTICLE VIII. PAYROLL ERRORS

A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.

B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:

1. Lump sum payment by employee or employer;
2. One-time deduction from accrued and unused vacation, or compensatory time off (CTO), or usable holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
3. A repayment schedule through payroll adjustment; and/or
4. Other means, as may be mutually agreed to between the parties.

C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

CHAPTER 3. LEAVES

ARTICLE I. VACATION LEAVE

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

A. Eligibility: All regular, full-time and part-time employees in the classified service shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager who may approve or disapprove such variances.

B. Accrual: Each regular classified employee shall earn and accrue vacation leave with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max.Hrs. Accrual
New employee to completion of 4th year	3.693 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 10th year to completion of 14th year	4.923 hr.	16 days	320
Start of 15th year to completion of 19th year	5.538 hr.	18 days	360
Start of 20th year and succeeding years	6.153 hr.	20 days	400

1. As noted in Subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year. Part-time employees shall receive a pro-rated accrual.

2. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed two and a half (2 1/2) the employee's annual accrual rate as specified above, and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under this Section B. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.

3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours prior to the anniversary date or, if operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours or receiving the straight time hourly equivalent in compensation.

C. Use: Per Section 3.12.060(C) of the Roseville Municipal Code, an employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Subsection B. However, the dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full work day/work shift, except that unusual, emergency, necessary, and infrequent use of vacation leave may be granted in one (1) hour increments.

Employees must request the vacation at least ten (10) workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request, and department heads may consider the approval of, vacation leave with fewer than ten (10) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.

D. Holidays Within Vacation Leave: Holidays that occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE II. HOLIDAYS

Pursuant to Section 3.12.140 of the City's Personnel Rules, the following shall constitute the City's practice regarding holidays:

A. The following holidays shall be observed by the City with respect to all employees. City offices shall be closed on these days except as otherwise provided herein.

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King's Birthday).
3. The third Monday in February (Washington's Birthday).
4. The last Monday in May (Memorial Day).
5. July 4 (Independence Day).
6. The first Monday in September (Labor Day).
7. November 11 (Veteran's Day).
8. The day in November appointed by the President of the United States as Thanksgiving Day.
9. The day immediately following Thanksgiving Day.
10. December 25 (Christmas).

11. Sixteen (16) hours (floating Holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

~~B. The following non-reoccurring holidays shall be observed in any year in which they occur:~~

~~Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).~~

B. If January 1, July 4, November 11, or December 25 falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday.

If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

ARTICLE III. SICK LEAVE

A. Refer to Section 3.12.070 of the Personnel Rules, section A – I, which will be modified to pay out sick leave upon retirement and exclude separations.

B. Payment for Unused Sick Leave Upon Retirement:

Payment for unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

1. Non-probationary employees shall be entitled to a minimum payment as follows: (1) for sick leave accrued (not pro rata) up to their date of retirement. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

2. No more than the maximum sick leave amount listed in the tables below may be used in ascertaining the amount of time for which the employee will be compensated at time of retirement. Payment will be determined as follows:

Non-24-Hour Shift Number of Sick Leave Hours Accumulated		24-Hour Shift Number of Sick Leave Hours Accumulated		Percent of Compensation Given
	Max		Max	
956 to	1200	1434 to	1800	60%
764 to	955.99	1146 to	1433.99	50%
572 to	763.99	858 to	1145.99	40%
380 to	571.99	570 to	857.99	30%

188 to	379.99	282 to	569.99	20%
0 to	187.99	0 to	281.99	0%

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death.

4. Any sick leave balances remaining after payment shall be converted to PERS service credit.

ARTICLE IV. CATASTROPHIC LEAVE

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

The parties have interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

ARTICLE V. DISABILITY LEAVE

Pursuant to Section 3.12.100 of the City's Personnel Rules, the following shall constitute the City's practice regarding disability leave:

Employees may be granted paid disability leave based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to insure that regular employees have reasonable and equitable provisions concerning their job and economic security.

Work Related Temporary Disability:

A. If a regular employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled, regardless of length of service, to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) calendar days, the aforesaid seventy-five (75) day leave of absence shall commence from the first day the injured employee leaves work or is hospitalized as a result of the injury. Employees injured on the job who are absent from work due to such disability for less than three (3) calendar days may utilize accrued sick leave during such absence.

B. Following the initial seventy-five (75) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments, or full salary by supplementing their workers' compensation disability payment by use of accrued vacation, compensatory time off (CTO), or sick leave on a one-half (1/2) hour sick leave for one (1) hour pay basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reaches a

permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.

ARTICLE VI. MILITARY LEAVE

A. Classified employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE VII. JURY DUTY LEAVE

A. Classified employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

D. If an employee normally assigned to any shift except days is summoned to jury duty and ordered to report, the employee's shift shall be changed to days until the jury obligation has been fulfilled provided there is a period of 12 hours preceding the employee's normally assigned shift. Any day that the employee is released from service having served fewer hours than normally scheduled, the employee shall report to work for the remainder of the shift.

ARTICLE VIII. COMPENSATORY TIME

Compensatory time shall be governed as follows:

A. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time on conditions the same as those for the use of vacation. Approval by the employee's superintendent or first-line manager is sufficient for use.

B. Superintendents and first-line managers will grant an employee, at the employee's request, accrual of overtime as compensatory time, in accordance with Chapter 2, Article II.

C. Employee requests to use CTO will either be (1) granted within a reasonable time period or (2) at employee option, be paid off if use of CTO hours cannot be accommodated by the department.

D. The use of CTO must be a mutual agreement between the employee and the City.

ARTICLE IX. PERSONAL LEAVE TIME

Each full-time regular employee who is eligible for Personal Leave time (PLT) shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year.

A. Eligibility:

1. Initial Six Months of Employment

a. Personal leave time shall not accrue during the initial six months of employment in the bargaining unit and as such, employees who separate service prior to the completion of the initial six months of employment shall be ineligible to receive a PLT payoff.

b. Upon completion of the initial six months of employment, employees shall receive 22.5 hours of PLT for use in accordance with Section B. For the remainder of the respective calendar year, the PLT bank shall be prorated at the accrual rate of 0.8654 hours per week.

2. Annual Leave Bank

a. Employees who have completed the eligibility requirements in Sections A, subdivisions 1(a) and 1(b) above shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year. Part-time employees shall receive a pro-rated bank.

B. Usage:

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank.

a. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.

2. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 5, Article II, item A of this memorandum of understanding, employees may defer some or all cashed out PLT into the City's deferred compensation plan.

3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

4. Employees who terminate after six months of initial employment with the City or leave the bargaining unit shall be cashed out at the rate of 0.8654 hours per week up to the balance of the employee's PLT bank. If an employee terminates and has taken more PLT in advance than 0.86538 hours per week, the City shall deduct an equivalent amount of pay

for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 11.2502 hours of PLT time. Part-time employees will be receive a pro-rated cash out of their bank.

CHAPTER 4. INSURANCE BENEFITS

ARTICLE I. MEDICAL AND DENTAL BENEFITS

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the IBEW Local 1245 bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, long-term disability insurance (LTD) and vision insurance.

2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to $1,347 per month (less the direct PEMHCA payment provided in paragraph B).

3. Effective May 1, 2022, the City agrees to provide~~s~~ a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) ~~of $168.00 per month~~ to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$273/month	$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$318/month	$673/month

5. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$363/month	$748/month

6. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$200/month	$408/month	$823/month

7. Effective January 1, 2026, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	$230/month	$453/month	$898/month

~~. Effective December 1, 2019, the City will increase the flex plan credit to $198. Effective December 1, 2020, the City will increase the flex plan credit to $228. Effective December 1, 2021, the City will increase the flex plan credit to $258.~~

8. ~~-~~Employees who elect not to participate in any of the medical, dental, LTD, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive $150 per month.

9. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, and vision insurance benefits for the employee and any eligible dependents.

D. The City agrees to continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

E. The City agrees to provide a dental benefit as described in the evidence of coverage document. The City reserves the right to select any dental carrier. The City will provide two (2) cleanings per year (except for periodontal patients who will continue to have four (4) cleanings). Open enrollment will be as described in the evidence of coverage document, but may be changed at the City's discretion in order to better manage the dental benefit.

F. The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

G. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE II. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees' Medical and Hospital Care Act (PEMHCA).

The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article II B and C below.

B. For Employees Hired Prior To January 1, 2004 (Tier 1)

Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this agreement. (See benefit level Chapter 4, Article I(C), Cafeteria Plan, subsection 2.

C. For Employees Hired On Or After January 1, 2004 And Prior To January 1, 2014 (Tier 2)

Employees hired on or after January 1, 2004 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

Total Credited	% of

Years of Service	City Contribution per current CalPERS Resolution for IBEW Local 1245
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2004. Employees hired on or after January 1, 2004 shall be subject to the above post-retirement vesting schedule for health benefits (see benefit level Chapter 4, Article I(C), Cafeteria Plan, subsection 2).

D. If City withdraws from the PEHMCA program through the life of this contract, employees hired after January 1, 2004 must have five (5) years of continuous service with the City of Roseville before becoming eligible for City-paid retiree health insurance.

Employees under this scenario will be subject to the following schedule:

Total Credited Years of Service	% of City Contribution
5	25
6	30
7	35
8	40
9	45
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90

19	95
20 +	100

E. For Employees Hired On Or After January 1, 2014 (Tier 3).

1. Employees hired on or after January 1, 2014, have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to $100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.

3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.

4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. LONG TERM DISABILITY

A. The City agrees to provide a Long Term Disability (LTD) Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive up to sixty percent (60%) of their gross monthly salary (a minimum of $100) until age sixty-seven (67) in accordance with the LTD plan.

B. After own occupation disability benefits have been payable for thirty-six (36) months, employee is disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.

C. Other details of the City's LTD Plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

E. After five (5) years as a regular employee of the City, the City agrees to pay one hundred percent (100%) of the premium for the LTD plan.

F. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Appendix "A" and "A2". The City does not guarantee any minimum level of benefit provided to any Supplemental LTD program. The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

ARTICLE IV. LIFE INSURANCE

A. The City agrees to provide eligible employees with a fully paid life insurance program in the amount of twice the employee's annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM

A. The City agrees to provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

CHAPTER 5. RETIREMENT.

ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. Retirement System. Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Article.

B Tier One: 2.7% at 55 Retirement Program – Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

This Section B, including subsections, shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section B shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (Classic Member):

1. 2.7% at 55 Pension Formula

The "2.7% @ 55" retirement program will be available to bargaining unit members covered by this Section.

2. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section B shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

3. Required Contributions

Bargaining unit members covered by this Section B shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS. 6.197% shall be contributed toward the City's pension costs, and 1.803% shall be contributed toward the employees' pension contribution.

The City shall pay 6.197% of compensation earnable as EPMC (Employer Paid Member Contribution) and shall report the same percent (value) of compensation earnable as special compensation pursuant to Government Code Section 20636(c)(4).

C. Tier Two: PEPRA Retirement Tier Required For Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity

This Section C, including subsections, shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to bargaining unit members covered by this Section C.

2. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section C shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

3. Required Bargaining Unit Member Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section C shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

D. Other Options Included In CalPERS Contract

Unit members continue to be eligible for the following options included in the City's contract with CalPERS:

- Government Code Section 20965 (Conversion of unused sick leave balance to service credit.)
- Government Code Section 21573 (Third Level of 1959 Survivor Benefits).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).

ARTICLE II. DEFERRED COMPENSATION

A. The City agrees to maintain a deferred compensation plan, the choice of which shall be at the sole discretion of the City, wherein City employees can defer a portion of their earnings from State and Federal Income Tax as provided by applicable laws.

B. The City agrees to contribute one hundred dollars ($100) monthly into all employees' deferred compensation plan. Employees may choose to contribute this allocation toward their health and welfare package. The election to place the contribution into their health and welfare package or deferred compensation must be made during a health open enrollment period.

C. The City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan as a replacement benefit to the City's withdrawal from the Social Security System for employees who have completed five (5) continuous years of classified employment with the City of Roseville.

CHAPTER 6. HOURS, SCHEDULES, MEALS

ARTICLE I. GENERAL HOURS OF WORK

A. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein. The Department Head or his/her designated authority may waive these provisions in emergency situations as determined by the Department Head.

B. Except for part-time employees, eight (8) hours shall constitute a day's work. Five (5) days of eight (8) hours or forty (40) hours shall constitute a workweek for all employees. Employees will be subject to call twenty-four (24) hours per day and shall respond to such calls unless unable to perform required work.

C. All full-time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. In case of emergency, and if the position must be continuously filled, an employee may be required by the employing officer, with the approval of the Human Resources Director, to work on weekly days off.

D. The appointing authority of each department shall draw up a schedule of days off for all full-time monthly employees under the department's jurisdiction.

E. Change of Schedule: Any employee involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.

F. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours, performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

G. Troubleshooters may be assigned a rotational work schedule to include Saturdays and Sundays.

H. For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.

I. The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245's principals for purposes of discussing potential changes in shift schedules.

ARTICLE II. INCLEMENT WEATHER SCHEDULE

A. The City agrees that regular or probationary employees who are unable to work in the field because of inclement weather will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

B. Temporary personnel who have reported to work but are unable to work in the field because of inclement weather will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

C. The Utility Director, or a delegated subordinate, will be responsible for determining if weather conditions warrant commencement or cessation of outside work in inclement weather. In arriving at a decision with respect to weather conditions, the Utility Director or delegated subordinate shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

ARTICLE III. REST PERIODS

It is the intent of this Article to provide for and insure a reasonable amount of rest for employees who may be required to work an extraordinary number of overtime hours between workdays or on a continuous emergency work schedule. In such circumstances, the City agrees to the following provisions as a means of assuring adequate rest, and the prevention of fatigue and safety hazards.

A. Rest Period Between Workdays

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a five (5) hour rest period upon the completion of such overtime work.

2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a seven (7) hour rest period upon the completion of such overtime work.

3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a nine (9) hour rest period upon the completion of such overtime work.

4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.

5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.

6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.

7. At the discretion of the department head or designee, additional rest periods of up to~~less than~~ 4 hours may be assigned in unusual or emergency circumstances. With supervisor/manager approval, these hours may be used in combination with the

employee's existing time-off banks, in combination with scenarios 1-3 above or the additional rest period hours used by themselves.

B. Continuous or Emergency Work Schedule. When, in circumstances of emergencies or other business necessity, it becomes necessary for the City to require a continuous work schedule of twenty-four (24) or more hours of work, employees shall work under close supervision and will be released for rest at the discretion of the department head or designee. In such circumstances, the employee shall be entitled to the prevailing rate of overtime pay, and shall remain at such rate of pay until released from the work schedule for a minimum of eight (8) hours.

ARTICLE IV. SPECIAL DUTY ASSIGNMENTS

Refer to Administrative Regulation on Special Duty for the current policy on Special Duty Assignments.

When an employee is assigned a special duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position or is assigned to the employee's regularly assigned department. If an employee is assigned to a special duty assignment of less than full time, compensation for hours worked may be supplemented by either accrued sick leave, or other available leave.

ARTICLE V. MEALS

All regular employees will be eligible for a $20.00 meal allowance as provided below:

A. OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT.

1. All Overtime (emergency or scheduled) worked contiguously (before or after) to an employee's regularly scheduled shift for a minimum of two (2) hours shall entitle the employee to one (1) meal allowance. Employees will be eligible for one (1) additional meal allowance for each additional four (4) hours of contiguous overtime worked.

2. Employees are entitled to a paid thirty (30) minute meal break for every four (4) contiguous hours of overtime worked.

Overtime hrs worked	Total # of $20 meal allowances	Total # of ½ hr paid breaks
>2 hrs < 4 hrs	1 = $20	0
>4 hrs < 6 hrs	1 = $20	1
>6 hrs < 8 hrs	2 = $40	1
>8 hrs < 10 hrs	2 = $40	2
>10 hrs < 12 hrs	3 = $60	2
>12 hrs < 16 hrs	3 max meals in 24 hours	3
>16 hrs	3 max meals in 24 hours	4

B. OVERTIME WORKED NON CONTIGUOUS TO A REGULAR SHIFT.

All overtime (emergency or scheduled) worked that is not contiguous with a normally scheduled shift shall entitle the employee to one (1) meal allowance for every four (4) hours of overtime worked. This scenario does not provide for the meal break to be compensated.

C. Under certain circumstances the City may provide a meal by bringing food to the worksite in lieu of “A1” or “B”.

D. In no event shall an employee be entitled to more than three (3) meal allowances in a twenty-four (24) hour period from the beginning of the overtime shift.

E. The meal allowance will be recorded each eligible day in timekeeping to be paid with normal payroll periods.

CHAPTER 7. MISCELLANEOUS ISSUES

ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT

A. Uniforms (Non-Fire Retardant (FR) Clothing) Required To Be Worn Daily

When an employee is required to wear a uniform on a daily basis, as determined by the department head, the employee may elect one of the following two options by January 1 of each year:

1. An employee will receive an annual jean allowance of $235.00 and eleven (11) shirts selected by the City. The employee is responsible for cleaning the jeans, and must report to work in clean, well-maintained and repaired jeans. The jean allowance shall be payable in January of each year. The annual jean allowance shall be prorated for new employees by date of hire. The value of the uniform allowance is reported to CalPERS as compensation subject to retirement contributions for employees in the classic retirement tier (not PEPRA).

OR

2. The City will provide and maintain for an employee annually eleven (11) shirts and eleven (pants) selected by the City ~~.~~ to wear during working hours. The rental and maintenance of the uniform will be up to $500 each fiscal year based on the cost of renting and laundering of the uniform. The value of the uniform provided, cleaned and maintained, is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).This excludes the monetary value for personal health and safety equipment.

B. Uniform (Non-FR Clothing) Not Required

If an employee, with the director's approval, does not wear a City uniform, the employee will not be eligible for a uniform allowance.

C. Rain Gear

As needed, the City shall provide an employee with rain gear consisting of one (1) each coat and pants.

D. Uniform Apparel – General Requirements

Employees who receive a jean allowance and employees who are provided with uniform apparel pursuant to this Article, including FR uniform apparel, are required to wear the provided clothing during all duty hours and to maintain a clothing standard consistent with representing the City to the public.

E. Safety Clothing and Equipment

1. Fire Retardant (FR) Clothing Required To Be Worn Daily

If by law or regulation, due to hazard evaluation or CAL-OSHA requirements, an employee is required to wear FR clothing on a daily basis, the City shall provide all required FR clothing/uniform items, and the employee is not permitted to provide the employee's own

work clothing or to receive a jean allowance. The City shall provide eleven (11) FR pants and eleven (11) FR shirts annually, and shall provide other FR clothing items as needed as determined by the department head or designee.

2. Safety Boots/Shoes and Climbing Boots

a. Safety Boots/Shoes. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear safety boots/shoes on a daily or intermittent basis with safety boots/shoes with a cost that does not exceed $250.00. The $250 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the $250 annual cost. At the City's discretion, the City may provide safety boots/shoes through any method that allows an employee to choose safety boots/shoes that do not cost more than $250.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide safety boots/shoes, depending on the circumstances, include, but are not limited to the following:

1. The City could authorize an employee to purchase safety shoes/boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.

2. Or, an employee could select appropriate safety shoes/boots, and the City would order and pay for the selected boots.

3. Or, a supervisor could accompany an employee to a retail store and pay for the selected safety shoes/boots.

4. Or, the City could arrange for a vendor to provide a selection of appropriate safety shoes/boots from which employees may select/order safety shoes/boots at City expense.

b. Climbing Boots. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear climbing boots with climbing boots with a cost that does not exceed $400.00. The $400 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the $400 annual cost. At the City's discretion, the City may provide climbing boots through any method that allows an employee to choose climbing boots that do not cost more than $400.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide climbing boots, depending on the circumstances, include, but are not limited to the following:

1. The City could authorize an employee to purchase climbing boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.

2. Or, an employee could select appropriate climbing boots, and the City would order and pay for the selected boots.

3. Or, a supervisor could accompany an employee to a retail store and pay for the selected climbing boots.

4. Or, the City could arrange for a vendor to provide a selection of appropriate climbing boots from which employees may select/order at City expense.

c. General Requirements.

1. Employees who are required to wear safety boots/shoes and/or climbing boots while performing their job duties must wear boots/shoes that are appropriate for their job classification and meet any CAL-OSHA requirements. The City reserves the right to determine if a boot or shoe is appropriate to the employee's job classification in conformance with any applicable CAL-OSHA regulations.

2. To assure compliance with prescribed safe working practices or common sense, an employee who performs job duties without wearing appropriate safety boots/shoes or climbing boots whenever required by conditions and assigned duties will be subject to discipline.

3. Additional Safety Equipment

In addition to providing FR clothing, safety boots/shoes and climbing boots described above and as required by an employee's job duties, the City shall provide employees with the following additional safety equipment and personal protective wear as needed, including, but not limited to: jackets, sweatshirts, hard hats, gloves, one (1) pair of insulated rubber boots with reinforced arches, and other materials and equipment required by CAL-OHSA to guard against potential on-the-job hazards to employees' health and welfare. The City provides safety glasses in accordance with Administrative Regulation 2.02.

4. Safety Equipment – General Provisions

During their duty hours while performing their job duties, employees are required to use safety equipment and additional personal protective wear provided by the City as appropriate for the particular task. To assure compliance with prescribed safe working practices and common sense to protect against potential hazards to the health and welfare of employees, an employee who fails to use the appropriate safety equipment and personal protective wear shall be subject to discipline.

F. The parties agree to convene a labor management committee to evaluate options and meet and confer on the application and utilization of a new uniform service to address employees concerns on fire retardant clothing.

ARTICLE II. UNION SECURITY AND MEMBERSHIP

A. The Union is the sole and exclusive representative for all the employees covered by this agreement without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment, and all other negotiable items.

B. Employees may authorize membership dues and other lawful deductions to be made from their salaries, wages, or retirement allowances for the payment of dues in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

C. Upon receiving notification from the Union, the City shall deduct the amount of regular and periodic Union dues, service fees, or insurance premiums as may be specified by the Union under the authority of written notification by the Union certifying that the employee has provided written affirmed consent for deduction of union membership dues or fair share service fees. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions.

D. The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union, provided that the City promptly notify the Union of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under this Article.

E. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the membership dues deductions or any other deductions. When an employee is in a non-pay status for the full pay period when his/her deductions would normally be withheld, no deductions will be made to cover that withholding from the earnings. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

F. The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly-hired employees subject to this Agreement. The City agrees to provide the Union on a monthly basis a payroll dues deduction report.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

Pursuant to City Personnel Rules Section 3.05.110 and Chapter 3.06, Appointments.

ARTICLE IV. CAUSES FOR DISCIPLINE

The following may be causes for the City to initiate disciplinary action including demotion, reduction in pay, suspension, or dismissal of any employee, pursuant to these rules and regulation. The causes cited below are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. There are some serious acts of misconduct that by their nature are not appropriate for progressive discipline. Behavior of this type should be disciplined by suspension, or, if warranted, discharge on the first occasion. The rules governing discipline shall prevail as if the unlisted issue or infraction were listed as follows:

A. Attendance.
   1. Improper or unauthorized use or abuse of sick leave;
   2. Excessive absenteeism regardless of reason;
   3. Being absent without authorized leave; repeated tardiness to assigned workstation, or leaving assigned work without authorization.

B. Behavior.
   1. Willful or negligent violation of the Personnel Rules and Regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies;
   2. Insubordination (failure to carry out a direct order from a supervisor);
   3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
   4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City;
   5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
   6. Falsifying information related to employment application, payroll, or any work related record or report;
   7. Soliciting outside work for personal gain during the conduct of City business engaging in outside employment for any business under contract by the City, participating in any outside employment that adversely affects the employee's City work performance, and engaging in unauthorized outside employment;
   8. Discourteous treatment of the public or City employees;
   9. Conduct interfering with the reasonable management and discipline of the City or any of its department or divisions;
   10. Engaging in political activities while on duty;
   11. Violation or neglect of safety rules;
   12. Theft;
   13. Physical altercations;
   14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.

C. Work Performance.

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
2. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period;
3. Refusal to accept reasonable and proper assignment from an authorized supervisor;
4. Possession of, or intoxication, or incapacity on duty due to the use of, alcohol or drugs;
5. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving;
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in a strike, work stoppage, slowdown, or other job action against the City.

ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES

Any represented employee who wishes to call his or her Union business representative regarding employment related matters, may do so on City paid time at his or her own expense, provided such telephone calls do not represent or create any unreasonable disruption of work.

A. Grievances in General. An employee, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this Article regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. However, an informal grievance is a prerequisite to filing a formal grievance.

B. Informal Grievances. An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

C. Formal Grievances.

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance, which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee within ten (10) calendar days of the receipt of the grievance.

2. Except in those cases where the grievance is subject to Administrative Appeal to the Personnel Board pursuant to Roseville Municipal Code, Chapter 3.23, the decision of the City Manager regarding a formal grievance is final.

ARTICLE VI. MINIMUM SCORES AND COMPUTATIONS

Pursuant to City Personnel Rules Section 3.05.070.

ARTICLE VII. CITY MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules, the following shall constitute the City's management rights:

A. To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require the City to negotiate on matters, which are solely a function of management, including the following:

1. To manage the City generally and to determine the issues of policy.

2. To determine the existence of facts, which are the basis of management decisions.

3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.

10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.

14. To hire, transfer, promote, and demote employees for nondisciplinary reasons.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations.

18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with these Regulations or the Personnel Rules.

19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in these regulations.

20. To take any and all necessary action to carry out the mission of the City in emergencies.

B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these employer rights, authorities, or functions, but shall be limited to matters of interpretation only.

C. The employer rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

ARTICLE VIII. NON-DISCRIMINATION

The Union is obligated to comply fully with Titles VI and VII of the 1964 Civil Rights Act (as amended), such that employee organizations and labor unions shall not discriminate against any member or prospective member on the basis of such person's race, creed, color, national origin, sex, age (over 40), or religious affiliation, physical handicap (except where indicated by requirements of the position), medical condition, marital status and all other applicable State and Federal statutes relating to non-discrimination.

ARTICLE IX. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DEPARTMENT

The City of Roseville, desirous of establishing apprenticeship programs in the Electric Department, does hereby adopt the following rules for the administration of said programs in cooperation with the recognized majority representative of employees in this department, the International Brotherhood of Electrical Workers, AFL-CIO, Local #1245:

A. Committee.

An Apprenticeship Committee will be established and shall be composed of two (2) voting members appointed by the International Brotherhood of Electrical Workers, Local #1245 (Union), and two (2) members appointed by the City. Additional parties (Union and City) may attend monthly Apprentice Committee meetings upon mutual agreement of both parties (Union and City). This committee will prepare, review and revise training standards as necessary. Decisions of this committee are subject to the approval of the Union Business Manager (or designee) and the City Manager.

B. Training Standards.

A training standard of progress will be developed for each apprenticeship program and will be formalized in the Apprentice Training Program specific to each program. This standard will indicate the training time for each phase of training or work process. The training time indicated will not be restrictive, but rather will be indicative of the emphasis or amount of time that should be spent on each phase. Although the total time spent on any one phase during any one progression period may vary with the individual, work load and amount of related instructions, minimum assignments shall be met during the term of the apprenticeship as outlined in the City of Roseville Apprentice Line Technician, Apprentice Substation Technician and Apprentice Metering Systems Technician Training Programs.

C. Nondiscrimination Provision.

Selection of apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race, creed, color, national origin or ancestry, physical or mental disability, medical condition, denial of family and medical care leave, gender, gender identity and gender expression, sex, sexual orientation, marital status, age, or religious affiliation, military and veteran status, genetic information, and all other applicable state and federal statutes relating to discrimination.

D. Entrance Requirements.

To be eligible to enter an apprenticeship program, a candidate must pass an appropriate entrance examination and meet whatever other minimum requirements may be established for that classification. Employees will be given an opportunity to indicate their desires and intentions with regard to entering apprenticeship training programs. Vacancies in apprenticeship training programs will be announced in accordance with normal procedure.

E. Progression Tests.

To progress through the apprentice program will require passing a progression test for each step of the program. These tests and the manner in which they will be scored will be prepared and agreed to by the Joint Apprenticeship and Training Committee and outlined in the City of Roseville Apprentice Line Technician Training Program dated 08/2016, and Apprentice Substation Technician and Apprentice Metering Systems Technician Training Program dated 02/16/22.

F. Review and Evaluation.

The Electric Utility Director shall appoint staff who shall review and evaluate the progress

of each Apprentice during the program. Employees in the Apprentice classification shall receive a performance report for each six months of training. The completed performance review will be administered through the normal City process.

G. Instruction.

Related classroom instruction as agreed to by the Joint Apprenticeship and Training Committee will be given the apprentices during regular working hours. The instructors will be selected from personnel qualified to instruct.

Each apprentice shall pursue related and supplemental theoretical studies of not less than approximately eighty (80) hours per year. This outside training shall be approved by the Joint Apprenticeship and Training Committee and shall be pursued on the apprentice's own time and without pay from the City.

H. Salary Step Increases.

Employees are eligible for a salary merit increase based on successful (70%) completion of the required testing for each step as outlined in the City of Roseville Apprentice Line Technician, Apprentice Substation Technician and Apprentice Metering Systems Technician Training Programs.

I. Probationary Period.

Employees in the Apprentice Line Technician and Apprentice Electric Metering Systems Technician classification remain on a probationary status that is in effect throughout their entire Apprenticeship Program, which shall not exceed forty two (42) months. Employees in the Apprentice Electric Substation Technician classification shall remain on a probation status throughout their entire Apprentice program, which shall not exceed fifty-four (54) months. In any case where the Apprentice fails to adhere to standards outlined in the Apprentice Line Technician Program, the employee will be rejected on probation and removed from the program. The City retains its sole discretion to determine whether an Apprentice completes probation.

The Union and City acknowledge and agree that the length of the probationary period under this Apprenticeship Program reflects the unique nature and required training and evaluation time for the classifications contemplated herein. As described in Roseville Municipal Code, Section 3.06.130, the probationary period is an intrinsic part and extension of the employee selection process during which the employee shall be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any probationary employee whose performance does not meet required standards of job progress or adaptation.

J. Reinstatement Rights.

Employees rejected on probation within the first year of the Apprenticeship Program shall be reinstated to the classification from which the employee was promoted if the employee held regular status in the lower level position with the exception of those employees promoted from the Electric Pre-Apprentice position. Employees who were promoted from an Electric Pre-Apprentice

position to the Apprentice position or employees who were rejected on probation from the Apprenticeship program in year two or three will be considered to be released from City service without cause at the sole discretion of the City and do not have reinstatement rights to a previously held position within the City. Such release shall not be subject to any appeal. Written notification of release shall be provided to the probationer, and a copy filed with the Human Resources Director or a designee thereof. As negotiated between the Union and City, the provisions of this Amendment #1 to the parties' Memorandum of Understanding control, notwithstanding any other language contained in the City's Personnel Rules, including, but not limited to, Roseville Municipal Code, Title 3, Sections 3.06.140, 3.06.170, and 3.06.180.

K. Demotion.

Employees wishing to voluntarily withdraw from the Apprenticeship Program may request a voluntary demotion pursuant to City's Personnel Rules, Roseville Municipal Code, Title 3, Section 3.07.040.

ARTICLE X. UNION ORIENTATION

The City shall provide thirty minutes for the union's business representative to attend new hire orientation to meet with all new IBEW Local 1245 bargaining unit employees for the purpose of explaining union contract orientation and enrollment. The City will provide IBEW Local 1245 one week notice of new hire orientations that include IBEW Local 1245 employees.

City agrees to meet with IBEW Local 1245 during the term of the MOU to further explore alternate release time procedures.

ARTICLE XI. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with job-related educational courses up to $150.00 per course, not to exceed $300.00 per year. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the supervisor, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade is submitted to the Human Resources Department. The City will maintain a maximum fund of $6,000 to be administered by the Human Resources Department for educational reimbursement. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE XII. ALCOHOL AND DRUG POLICY

The City and IBEW Local 1245 agree to continue enforcement of the Alcohol and Drug Policy as referenced in Appendix "Y".

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

ARTICLE XIII. UNION RELEASE TIME REIMBURSEMENT

At the written request of the Union and upon approval by the applicable department head, designated union stewards may be granted up to four (4) days off per calendar year per steward of reimbursable leave time off to perform union business. Employees shall elect to utilize their accumulated leave time off bank, excluding sick leave, to receive their full regular base wages for the duration of the union leave time off. The leave time off is subject to approval by the employee's supervisor and shall not disrupt operations. The union may request to utilize an additional allotment of a total of 18 hours of reimbursable release time per calendar year for a steward(s) to attend union training sessions. The additional 18 hours may be designated for use to one steward or spread among multiple stewards.

Subsequently, upon written verification from the Union of the amount of time off taken by the employee for union business, the City shall invoice the Union for the total compensation cost of the employee's time off. Within thirty (30) calendar days of receiving the reimbursement payment from the Union for the employee's time off, the City shall reinstate all hours of accumulated leave used for union business to the employee's respective leave bank. While on union release time, the employee shall not be considered to be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of union business. The Union shall indemnify and hold harmless the City, its officers, agents, employees, and volunteers, individually and collectively, from and against any and all claims, cost, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising of, or related to, its adherence to this Article.

The terms and conditions of this Memorandum of Understanding are effective~~executed this~~ May 1, 2022~~2019~~ by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

City of Roseville:

Dominick Casey
City Manager

Timothy L. Davis
Chief Negotiator

Stacey Peterson
Member, Negotiation Committee

Ryan Devore
Member, Negotiation Committee

Dan Beans
Member, Negotiation Committee

Paul Cummings
Member, Negotiation Committee

Trent Johnson
Member, Negotiation Committee

Jason Grace
Member, Negotiation Committee

Chalyn Ferguson
Member, Negotiation Committee

IBEW, Local 1245:

Bob Dean
Business Manager

Charley Souders
Chief Negotiator

Mike Barton
Member, Negotiation Committee

Adam Carpineta
Member, Negotiation Committee

Clinton Castle
Member, Negotiation Committee

Brendan Gossic
Member, Negotiation Committee

Shawn Murphy
Member, Negotiation Committee

Matt Jones
Member, Negotiation Committee

APPENDIX "A" "A2" IBEW LOCAL 1245 CLASSES

150	ELECTRIC APPRENTICE LINE TECHNICIAN
1086	ELECTRIC APPRENTICE METERING SYSTEM TECHNICIAN
1084	ELECTRIC APPRENTICE SUBSTATION TECHNICIAN
2328	ELECTRIC DRAFTING TECHNICIAN I
2330	ELECTRIC DRAFTING TECHNICIAN II
2340	ELECTRIC ENGINEERING TECHNICIAN I
2345	ELECTRIC ENGINEERING TECHNICIAN II
2285	ELECTRIC LINE TECHNICIAN
2286	ELECTRIC LINE TROUBLESHOOTER
2210	ELECTRIC MATERIALS TECHNICIAN I
2212	ELECTRIC MATERIALS TECHNICIAN II
1085	ELECTRIC METERING SYSTEM TECHNICIAN
2421	ELECTRIC PRE-APPRENTICE
2254	ELECTRIC PREVENTIVE DATA SYSTEM TECHNICIAN
1083	ELECTRIC SUBSTATION TECHNICIAN
2350	ELECTRIC SYSTEM DISPATCHER
2359	ELECTRIC TECHNOLOGY SYSTS TECHNICIAN
9250	ELECTRIC UTILITY INSPECTION TECHNICIAN
2360	ELECTRIC UTILITY TECHNICIAN I
2362	ELECTRIC UTILITY TECHNICIAN II
2380	ELECTRONICS TECHNICIAN I
2385	ELECTRONICS TECHNICIAN II
1037	ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN I
1038	ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN II
1082	GENERATION MAINTENANCE SCHEDULER-COORDINATOR
3608	INSTRUMENT & CONTROL TECHNICIAN
4520	MATERIALS TECHNICIAN
5319	PLANT & EQUIPMENT MAINTENANCE WORKER II
5316	PLANT & EQUIPMENT MAINTENANCE WORKER I
5327	PLANT & EQUIPMENT MECHANIC I
5328	PLANT & EQUIPMENT MECHANIC II
5401	PREDICTIVE MAINTENANCE TECHNICIAN I
5402	PREDICTIVE MAINTENANCE TECHNICIAN II
5500	PREVENTATIVE MAINTENANCE TECHNICIAN I
5502	PREVENTATIVE MAINTENANCE TECHNICIAN II
5533	PREVENTATIVE MAINTENANCE COORDINATOR
5595	POWER ENGINEER I
5596	POWER ENGINEER II

5590 POWER PLANT ENGINEER I
5591 POWER PLANT ENGINEER II
5526 POWER PLANT MECHANIC
5522 POWER PLANT OPERATOR TECHNICIAN I
5523 POWER PLANT OPERATOR TECHNICIAN II
7020 SCADA SYSTEM TECHNICIAN
7118 SR ELECTRIC LINE TECHNICIAN
7169 SR ELECTRIC MATERIALS TECHNICIAN
7124 SR ELECTRIC METERING SYSTEMS TECHNICIAN
7126 SR ELECTRIC SUBSTATION TECHNICIAN
7168 SR ELECTRIC SYSTEM DISPATCHER
7170 SR ELECTRONIC TECHNICIAN
7205 SR PLANT & EQUIPMENT MECHANIC
7152 SR POWER PLANT OPERATOR/TECHNICIAN
7284 SR PREVENTATIVE MAINTENANCE TECHNICIAN
9559 SR SCADA SYSTEM TECHNICIAN
7204 SR WATER DISTRIBUTION WORKER
7202 SR WASTEWATER UTILITY MAINTENANCE WORKER
2375 TRAFFIC SIGNAL MAINTENANCE WORKER I
2376 TRAFFIC SIGNAL MAINTENANCE WORKER II
9078 WATER CONSERVATION SPECIALIST
9049 WATER CONSERVATION WORKER I
9051 WATER CONSERVATION WORKER II
9246 WATER DISTRIBUTION WORKER I
9248 WATER DISTRIBUTION WORKER II
9027 WASTEWATER UTILITY MAINTENANCE WORKER I
9029 WASTEWATER UTILITY MAINTENANCE WORKER II

APPENDIX "B" TWELVE HOUR SHIFT- SPECIFIC PROVISIONS

In addition to the applicable sections of the MOU, the following shall govern twelve (12) hour shift personnel:

1. Shift work. "Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage, on a seven (7) day per week basis, including holidays."

2. Lunch and breaks. Lunch Periods: All personnel assigned to twelve (12) hour shifts receive a thirty (30) minute paid lunch. Employees assigned to this shift will not be allowed to leave the work premises and may be required to report to their work station during their meal break.

3. Relief Operator– Overtime – Relief employees will be utilized within the 12-hour shift schedule only when relieving for the Operators on shift. When not relieving, they will work five (5) eight-hour shifts. Overtime will be calculated in accordance with the existing MOU (over 8 and over 40).

4. Paid Leave. A shift work employee who does not work for an entire regularly scheduled shift, shall use paid leave (vacation, CTO, sick, etc.) to supplement the hours worked to provide up to twelve (12) hours of paid time for that day.

5. FLSA work period: For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek for all staff except 12-hour shift employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The City of Roseville reserves the right to change start times of each work week within a period as appropriate to the selected shift. [The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245's principals for purposes of discussing twelve (12) hour shift schedules.]

6. Overtime for twelve (12) hour shifts:

   Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

EMPLOYEE WORK SCHEDULE	OVERTIME
Twelve hours per day	Over twelve hours per day and forty hours per week

7. Holidays - Employees scheduled to a twelve (12) hour shifts shall receive one hundred ten (110) hours of holiday hours per year, in advance on January 1 of each year, earned in approximately nine (9) hour increments for each one (1) month of continuous employment. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one (1) hour increments up to twelve (12) hours.

   a. In lieu of holiday time off, twelve (12) hour shift employees may elect to receive straight salary for up to one half (1/2) of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in twelve (12) hour increments. Employees who are interested in cashing out their holiday hours must sell the holiday leave time by the last business day in January of the year the hours are earned.
   b. All holiday time off is subject to advance approval of the department head.

c. Holiday hours which are not used by December 31 of the year they are earned will be forfeited by the employee. [If employee is denied use of his/her holiday hours due to operational necessity then leave balances may be cashed out]

d. If an employee has taken more holidays in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final pay check.

8. General hours of work – Chapter 6. Article 1. Plant Operators/Technicians and Leadworkers may have week days off.

9. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein:

a. Except for part time employees, eight (8) or twelve (12) hours (depending on assignment) shall constitute a day's work. Forty (40) hours shall constitute a workweek for employees. Employees will be subject to call twenty four (24) hours per day and shall respond to such calls unless unable to report for required work. Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage on a seven (7) day a week basis, including holidays.

b. All full time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. As a result of a shift change, an employee may not have two (2) consecutive days off in a given week. In case of emergency, and if the position must be continuously filled, an employee may be required to work on weekly days off.

c. The appointing authority of each department shall draw up a schedule of days off for all full time employees under the department's jurisdiction.

d. Change of Schedule: Employees involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of ten (10) working days' notice. Relief shift personnel may have their schedule changes with little or no notice. Twelve (12) hour shift workers will be given a minimum of fourteen (14) calendar days notice.

e. The Department Head or his/her designated authority may waive the above-stated provisions in emergency situations as determined.

f. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours (twelve (12) hours of Power Plant staff), performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

g. Employees who report for work or extend their shift for turnover transition must have prior supervisory approval and will be compensated for the actual time worked.

APPENDIX "C" SURVEY AGENCIES

Environmental Utilities Survey Agencies

City of Davis
City of Fairfield
City of Folsom
City of Sacramento
City of Vacaville
City of West Sacramento
City of Woodland
Placer County
Sacramento County
South Placer Municipal Utility District
Placer County Water Agency
El Dorado Irrigation District

Electric Survey Agencies

City of Alameda
City of Lodi
City of Palo Alto
City of Redding
City of Santa Clara
Modesto Irrigation District
Northern California Power Agency
Sacramento Municipal Utilities District
Turlock Irrigation District

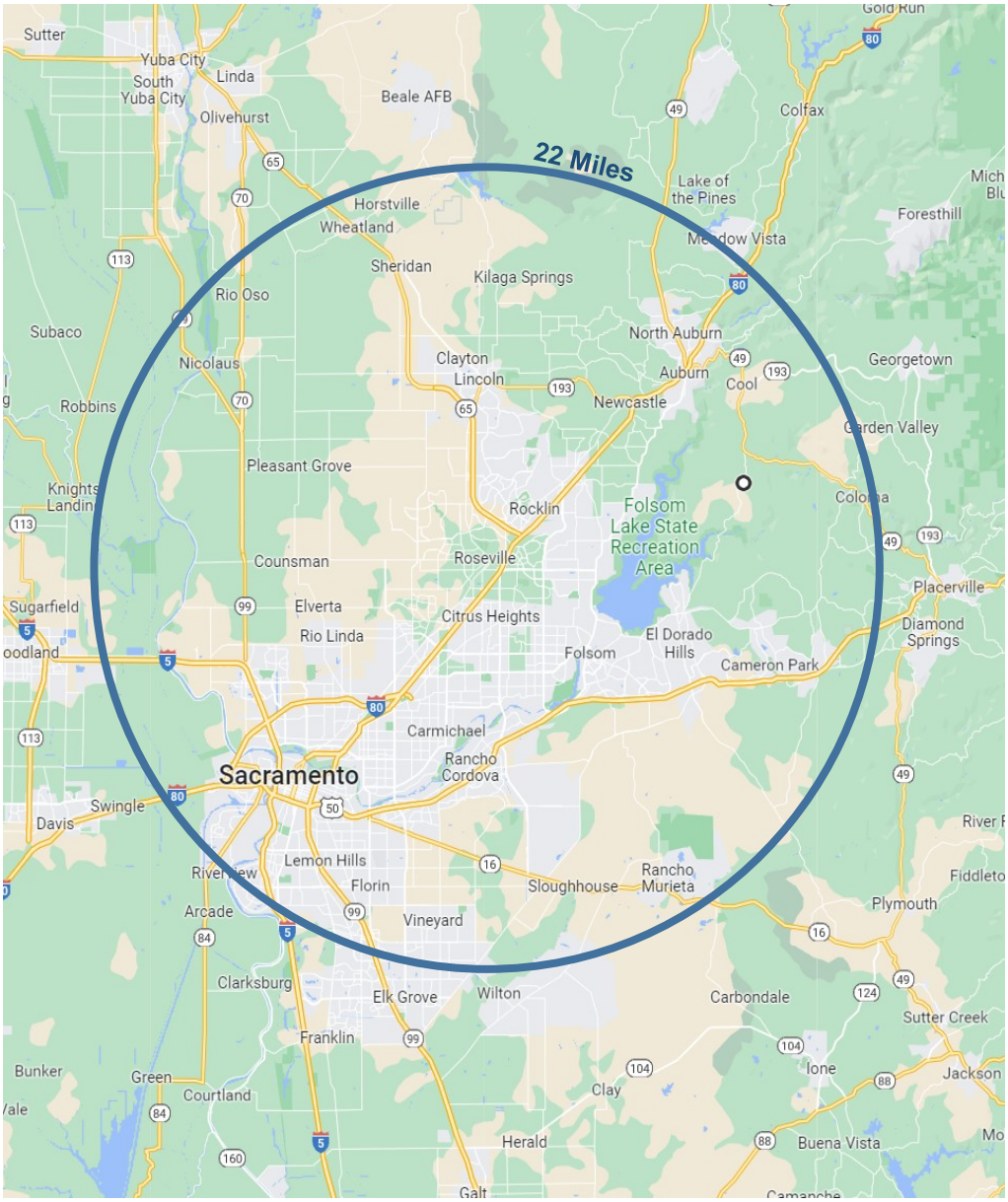
APPENDIX "D" BENCHMARK CLASSES

Electric Drafting Technician II
Electric Engineering Technician II
Electric Line Technician
Electric Metering Systems Technician
Electric Substation Technician
Electronics Technician II
Environmental Utilities Instrument and Control Technician
Instrument and Control Technician
Plant and Equipment Mechanic II
Power Engineer II
Wastewater Utility Maintenance Worker II

APPENDIX "X" MAP

22 Mile Radius

Take Home Vehicles
Distance Map



APPENDIX “Y” DRUG AND ALCOHOL POLICY

ORDINANCE NO. 6488

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE 6457, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE MAY 7, 2022, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance 6457, the Salary Ordinances for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, IBEW-A and IBEW-B, for salary schedules A and B, reflecting labor market adjustments or a minimum of a 2% general wage increase and Salary Schedule B compressed salary ranges from 15 steps to 12 salary steps, is hereby amended as shown on Appendix "A", attached hereto

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective May 7, 2022 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect May 7, 2022. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this_____day of _____, 20___, by the following vote on roll call:
:

AYES: COUNCILMEMERS

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

ATTEST:

_____
City Clerk

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	52.4536	4196.29	9091.96	109103.49
		Step B	56.4885	4519.08	9791.34	117496.08
		Step C	60.5234	4841.87	10490.72	125888.67
		Step D	64.5583	5164.66	11190.11	134281.26
		Step E	68.5932	5487.46	11889.49	142673.86
		Step F	72.6281	5810.25	12588.87	151066.45
1086A	Electric Apprentice Metering System Technician-A	Step A	49.2491	3939.93	8536.51	102438.13
		Step B	53.0375	4243.00	9193.17	110318.00
		Step C	56.8259	4546.07	9849.82	118197.87
		Step D	60.6143	4849.14	10506.48	126077.74
		Step E	64.4027	5152.22	11163.13	133957.62
		Step F	68.1911	5455.29	11819.79	141837.49

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084A	Electric Apprentice Substation Technician-A	Step A	42.7511	3420.09	7410.19	88922.29
		Step B	46.6375	3731.00	8083.83	97006.00
		Step C	50.5240	4041.92	8757.49	105089.92
		Step D	54.4104	4352.83	9431.14	113173.63
		Step E	58.2969	4663.75	10104.80	121257.55
		Step F	62.1834	4974.67	10778.46	129341.47
		Step G	66.0698	5285.58	11452.10	137425.18
		Step H	69.9563	5596.50	12125.76	145509.10
2328A	Electric Drafting Technician I-A	Step A	34.3665	2749.32	5956.86	71482.32
		Step B	36.0848	2886.78	6254.70	75056.38
		Step C	37.8891	3031.13	6567.44	78809.33
		Step D	39.7835	3182.68	6895.81	82749.68
		Step E	41.7727	3341.82	7240.60	86887.22
		Step F	43.8613	3508.90	7602.63	91231.50
		Step G	46.0544	3684.35	7982.76	95793.15
		Step H	48.3572	3868.58	8381.91	100582.98

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	37.8020	3024.16	6552.35	78628.16
		Step B	39.6922	3175.38	6879.98	82559.78
		Step C	41.6768	3334.14	7223.98	86687.74
		Step D	43.7605	3500.84	7585.15	91021.84
		Step E	45.9487	3675.90	7964.44	95573.30
		Step F	48.2462	3859.70	8362.67	100352.10
		Step G	50.6585	4052.68	8780.81	105369.68
		Step H	53.1913	4255.30	9219.83	110637.90
2340A	Electric Engineering Technician I-A	Step A	44.3265	3546.12	7683.26	92199.12
		Step B	46.5428	3723.42	8067.42	96809.02
		Step C	48.8701	3909.61	8470.82	101649.81
		Step D	51.3135	4105.08	8894.34	106732.08
		Step E	53.8791	4310.33	9339.04	112068.53
		Step F	56.5731	4525.85	9806.00	117672.05
		Step G	59.4017	4752.14	10296.29	123555.54
		Step H	62.3718	4989.74	10811.11	129733.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	48.7590	3900.72	8451.56	101418.72
		Step B	51.1971	4095.77	8874.16	106489.97
		Step C	53.7570	4300.56	9317.88	111814.56
		Step D	56.4447	4515.58	9783.75	117404.98
		Step E	59.2670	4741.36	10272.95	123275.36
		Step F	62.2304	4978.43	10786.60	129439.23
		Step G	65.3418	5227.34	11325.91	135910.94
		Step H	68.6090	5488.72	11892.23	142706.72
2285A	Electric Line Technician-A	Step A	80.6979	6455.83	13987.64	167851.63
2286A	Electric Line Troubleshooter-A	Step A	61.6500	4932.00	10686.00	128232.00
		Step B	64.7295	5178.36	11219.78	134637.36
		Step C	67.9660	5437.28	11780.77	141369.28
		Step D	71.3643	5709.14	12369.81	148437.74
		Step E	74.9325	5994.60	12988.30	155859.60
		Step F	78.6791	6294.33	13637.71	163652.53
		Step G	82.6131	6609.05	14319.60	171835.25
		Step H	86.7437	6939.50	15035.57	180426.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210A	Electric Materials Technician I-A	Step A	33.5487	2683.90	5815.11	69781.30
		Step B	35.2261	2818.09	6105.86	73270.29
		Step C	36.9874	2958.99	6411.15	76933.79
		Step D	38.8367	3106.94	6731.69	80780.34
		Step E	40.7787	3262.30	7068.31	84819.70
		Step F	42.8174	3425.39	7421.68	89060.19
		Step G	44.9584	3596.67	7792.79	93513.47
		Step H	47.2063	3776.50	8182.43	98189.10
2212A	Electric Materials Technician II-A	Step A	36.9034	2952.27	6396.59	76759.07
		Step B	38.7487	3099.90	6716.44	80597.30
		Step C	40.6862	3254.90	7052.27	84627.30
		Step D	42.7204	3417.63	7404.87	88858.43
		Step E	44.8564	3588.51	7775.11	93301.31
		Step F	47.0992	3767.94	8163.86	97966.34
		Step G	49.4542	3956.34	8572.06	102864.74
		Step H	51.9269	4154.15	9000.66	108007.95
1085A	Electric Metering System Technician-A	Step A	75.7679	6061.43	13133.10	157597.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421A	Electric Pre-Apprentice-A	Step A	34.0949	2727.59	5909.78	70917.39
		Step B	36.7175	2937.40	6364.37	76372.40
		Step C	39.3402	3147.22	6818.97	81827.62
		Step D	41.9629	3357.03	7273.57	87282.83
		Step E	44.5856	3566.85	7728.17	92738.05
		Step F	47.2083	3776.66	8182.77	98193.26
2254A	Electric Preventive Data System Technician-A	Step A	30.4988	2439.90	5286.46	63437.50
		Step B	32.0237	2561.90	5550.77	66609.30
		Step C	33.6248	2689.98	5828.30	69939.58
		Step D	35.3061	2824.49	6119.72	73436.69
		Step E	37.0713	2965.70	6425.69	77108.30
		Step F	38.9249	3113.99	6746.98	80963.79
		Step G	40.8712	3269.70	7084.34	85012.10
		Step H	42.9148	3433.18	7438.57	89262.78
1083A	Electric Substation Technician-A	Step A	77.7292	6218.34	13473.06	161676.74

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.2354	5298.83	11480.80	137769.63
		Step C	69.5472	5563.78	12054.85	144658.18
		Step D	73.0246	5841.97	12657.60	151891.17
		Step E	76.6758	6134.06	13290.47	159485.66
		Step F	80.5097	6440.78	13955.01	167460.18
		Step G	84.5352	6762.82	14652.77	175833.22
		Step H	88.7618	7100.94	15385.38	184624.54
2359A	Electric Technology System Technician-A	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.4553	4356.42	9438.92	113267.02
		Step C	57.1781	4574.25	9910.87	118930.45
		Step D	60.0368	4802.94	10406.38	124876.54
		Step E	63.0387	5043.10	10926.71	131120.50
		Step F	66.1907	5295.26	11473.05	137676.66
		Step G	69.5002	5560.02	12046.70	144560.42
		Step H	72.9751	5838.01	12649.02	151788.21

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250A	Electric Utility Inspection Technician-A	Step A	52.1333	4170.66	9036.44	108437.26
		Step B	54.7399	4379.19	9488.25	113858.99
		Step C	57.4769	4598.15	9962.66	119551.95
		Step D	60.3508	4828.06	10460.81	125529.66
		Step E	63.3684	5069.47	10983.86	131806.27
		Step F	66.5368	5322.94	11533.05	138396.54
		Step G	69.8637	5589.10	12109.71	145316.50
		Step H	73.3568	5868.54	12715.18	152582.14
2380A	Electronics Technician I-A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385A	Electronics Technician II-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14
1082A	Generation Maintenance Scheduler-Coordinator-A	Step A	44.6532	3572.26	7739.89	92878.66
		Step B	46.8859	3750.87	8126.89	97522.67
		Step C	49.2301	3938.41	8533.22	102398.61
		Step D	51.6916	4135.33	8959.88	107518.53
		Step E	54.2763	4342.10	9407.89	112894.70
		Step F	56.9901	4559.21	9878.28	118539.41
		Step G	59.8396	4787.17	10372.20	124466.37
		Step H	62.8316	5026.53	10890.81	130689.73

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608A	Instrument and Control Technician-A	Step A	54.4513	4356.10	9438.23	113258.70
		Step B	57.1739	4573.91	9910.14	118921.71
		Step C	60.0326	4802.61	10405.65	124867.81
		Step D	63.0343	5042.74	10925.95	131111.34
		Step E	66.1860	5294.88	11472.24	137666.88
		Step F	69.4953	5559.62	12045.85	144550.22
		Step G	72.9700	5837.60	12648.13	151777.60
		Step H	76.6186	6129.49	13280.56	159366.69
4520A	Materials Technician-A	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	36.0096	2880.77	6241.66	74899.97
		Step C	37.8102	3024.82	6553.77	78645.22
		Step D	39.7008	3176.06	6881.47	82577.66
		Step E	41.6857	3334.86	7225.52	86706.26
		Step F	43.7700	3501.60	7586.80	91041.60
		Step G	45.9585	3676.68	7966.14	95593.68
		Step H	48.2564	3860.51	8364.44	100373.31

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316A	Plant and Equipment Maintenance Worker I-A	Step A	23.4239	1873.91	4060.14	48721.71
		Step B	24.5952	1967.62	4263.17	51158.02
		Step C	25.8248	2065.98	4476.30	53715.58
		Step D	27.1163	2169.30	4700.16	56401.90
		Step E	28.4719	2277.75	4935.13	59221.55
		Step F	29.8955	2391.64	5181.89	62182.64
		Step G	31.3903	2511.22	5440.99	65291.82
		Step H	32.9598	2636.78	5713.03	68556.38
5319A	Plant and Equipment Maintenance Worker II-A	Step A	25.7662	2061.30	4466.14	53593.70
		Step B	27.0546	2164.37	4689.46	56273.57
		Step C	28.4074	2272.59	4923.95	59087.39
		Step D	29.8277	2386.22	5170.13	62041.62
		Step E	31.3191	2505.53	5428.64	65143.73
		Step F	32.8850	2630.80	5700.07	68400.80
		Step G	34.5293	2762.34	5985.08	71820.94
		Step H	36.2558	2900.46	6284.34	75412.06

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327A	Plant and Equipment Mechanic I-A	Step A	28.3431	2267.45	4912.80	58953.65
		Step B	29.7601	2380.81	5158.42	61901.01
		Step C	31.2481	2499.85	5416.34	64996.05
		Step D	32.8105	2624.84	5687.15	68245.84
		Step E	34.4510	2756.08	5971.51	71658.08
		Step F	36.1735	2893.88	6270.07	75240.88
		Step G	37.9822	3038.58	6583.58	79002.98
		Step H	39.8814	3190.51	6912.78	82953.31
5328A	Plant and Equipment Mechanic II-A	Step A	31.1797	2494.38	5404.48	64853.78
		Step B	32.7386	2619.09	5674.69	68096.29
		Step C	34.3756	2750.05	5958.44	71501.25
		Step D	36.0944	2887.55	6256.36	75076.35
		Step E	37.8991	3031.93	6569.18	78830.13
		Step F	39.7941	3183.53	6897.64	82771.73
		Step G	41.7837	3342.70	7242.51	86910.10
		Step H	43.8729	3509.83	7604.64	91255.63

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595A	Power Engineer I-A	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.6945	4135.56	8960.38	107524.56
		Step C	54.2792	4342.34	9408.39	112900.74
		Step D	56.9931	4559.45	9878.80	118545.65
		Step E	59.8428	4787.42	10372.75	124473.02
		Step F	62.8351	5026.81	10891.42	130697.01
		Step G	65.9768	5278.14	11435.98	137231.74
		Step H	69.2757	5542.06	12007.79	144093.46
5596A	Power Engineer II-A	Step A	54.1576	4332.61	9387.32	112647.81
		Step B	56.8656	4549.25	9856.70	118280.45
		Step C	59.7089	4776.71	10349.54	124194.51
		Step D	62.6943	5015.54	10867.01	130404.14
		Step E	65.8290	5266.32	11410.36	136924.32
		Step F	69.1205	5529.64	11980.89	143770.64
		Step G	72.5765	5806.12	12579.93	150959.12
		Step H	76.2052	6096.42	13208.90	158506.82

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590A	Power Plant Engineer I-A	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.6945	4135.56	8960.38	107524.56
		Step C	54.2792	4342.34	9408.39	112900.74
		Step D	56.9931	4559.45	9878.80	118545.65
		Step E	59.8428	4787.42	10372.75	124473.02
		Step F	62.8351	5026.81	10891.42	130697.01
		Step G	65.9768	5278.14	11435.98	137231.74
		Step H	69.2757	5542.06	12007.79	144093.46
5591A	Power Plant Engineer II-A	Step A	54.1562	4332.50	9387.07	112644.90
		Step B	56.8641	4549.13	9856.44	118277.33
		Step C	59.7073	4776.58	10349.27	124191.18
		Step D	62.6926	5015.41	10866.72	130400.61
		Step E	65.8272	5266.18	11410.05	136920.58
		Step F	69.1186	5529.49	11980.56	143766.69
		Step G	72.5745	5805.96	12579.58	150954.96
		Step H	76.2033	6096.26	13208.57	158502.86

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526A	Power Plant Mechanic-A	Step A	49.5048	3960.38	8580.83	102969.98
		Step B	51.9801	4158.41	9009.88	108118.61
		Step C	54.5791	4366.33	9460.38	113524.53
		Step D	57.3080	4584.64	9933.39	119200.64
		Step E	60.1734	4813.87	10430.06	125160.67
		Step F	63.1819	5054.55	10951.53	131418.35
		Step G	66.3411	5307.29	11499.12	137989.49
		Step H	69.6582	5572.66	12074.09	144889.06
5522A	Power Plant Operator Technician I-A	Step A	47.1473	3771.78	8172.20	98066.38
		Step B	49.5048	3960.38	8580.83	102969.98
		Step C	51.9799	4158.39	9009.85	108118.19
		Step D	54.5790	4366.32	9460.36	113524.32
		Step E	57.3078	4584.62	9933.35	119200.22
		Step F	60.1733	4813.86	10430.04	125160.46
		Step G	63.1819	5054.55	10951.53	131418.35
		Step H	66.3411	5307.29	11499.12	137989.49

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523A	Power Plant Operator Technician II-A	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.4553	4356.42	9438.92	113267.02
		Step C	57.1781	4574.25	9910.87	118930.45
		Step D	60.0368	4802.94	10406.38	124876.54
		Step E	63.0387	5043.10	10926.71	131120.50
		Step F	66.1907	5295.26	11473.05	137676.66
		Step G	69.5003	5560.02	12046.72	144560.62
		Step H	72.9751	5838.01	12649.02	151788.21
5401A	Predictive Maintenance Technician I-A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402A	Predictive Maintenance Technician II-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14
5533A	Preventative Maintenance Coordinator-A	Step A	37.7242	3017.94	6538.86	78466.34
		Step B	39.6105	3168.84	6865.82	82389.84
		Step C	41.5910	3327.28	7209.11	86509.28
		Step D	43.6705	3493.64	7569.55	90834.64
		Step E	45.8541	3668.33	7948.04	95376.53
		Step F	48.1468	3851.74	8345.45	100145.34
		Step G	50.5541	4044.33	8762.71	105152.53
		Step H	53.0818	4246.54	9200.85	110410.14

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500A	Preventative Maintenance Technician I-A	Step A	31.1073	2488.58	5391.93	64703.18
		Step B	32.6627	2613.02	5661.53	67938.42
		Step C	34.2958	2743.66	5944.61	71335.26
		Step D	36.0106	2880.85	6241.84	74902.05
		Step E	37.8111	3024.89	6553.92	78647.09
		Step F	39.7017	3176.14	6881.63	82579.54
		Step G	41.6868	3334.94	7225.71	86708.54
		Step H	43.7712	3501.70	7587.01	91044.10
5502A	Preventative Maintenance Technician II-A	Step A	34.2180	2737.44	5931.12	71173.44
		Step B	35.9290	2874.32	6227.69	74732.32
		Step C	37.7255	3018.04	6539.09	78469.04
		Step D	39.6117	3168.94	6866.03	82392.34
		Step E	41.5923	3327.38	7209.33	86511.98
		Step F	43.6719	3493.75	7569.80	90837.55
		Step G	45.8555	3668.44	7948.29	95379.44
		Step H	48.1483	3851.86	8345.71	100148.46

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020A	SCADA System Technician-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14
7118A	Senior Electric Line Technician-A	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.2354	5298.83	11480.80	137769.63
		Step C	69.5472	5563.78	12054.85	144658.18
		Step D	73.0246	5841.97	12657.60	151891.17
		Step E	76.6758	6134.06	13290.47	159485.66
		Step F	80.5097	6440.78	13955.01	167460.18
		Step G	84.5352	6762.82	14652.77	175833.22
		Step H	88.7618	7100.94	15385.38	184624.54

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169A	Senior Electric Materials Technician-A	Step A	40.5939	3247.51	7036.28	84435.31
		Step B	42.6235	3409.88	7388.07	88656.88
		Step C	44.7547	3580.38	7757.48	93089.78
		Step D	46.9924	3759.39	8145.35	97744.19
		Step E	49.3421	3947.37	8552.63	102631.57
		Step F	51.8091	4144.73	8980.24	107762.93
		Step G	54.3996	4351.97	9429.26	113151.17
		Step H	57.1196	4569.57	9900.73	118808.77
1036A	Senior Electric Metering Systems Technician - A	Step A	59.2320	4738.56	10266.88	123202.56
		Step B	62.1937	4975.50	10780.24	129362.90
		Step C	65.3033	5224.26	11319.24	135830.86
		Step D	68.5685	5485.48	11885.21	142622.48
		Step E	71.9969	5759.75	12479.46	149753.55
		Step F	75.5968	6047.74	13103.45	157241.34
		Step G	79.3766	6350.13	13758.61	165103.33
		Step H	83.3455	6667.64	14446.55	173358.64

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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126A	Senior Electric Substation Technician-A	Step A	60.7686	4861.49	10533.22	126398.69
		Step B	63.8072	5104.58	11059.91	132718.98
		Step C	66.9973	5359.78	11612.87	139354.38
		Step D	70.3474	5627.79	12193.55	146322.59
		Step E	73.8648	5909.18	12803.23	153638.78
		Step F	77.5579	6204.63	13443.37	161320.43
		Step G	81.4359	6514.87	14115.56	169386.67
		Step H	85.5076	6840.61	14821.32	177855.81
7168A	Senior Electric System Dispatcher-A	Step A	69.3895	5551.16	12027.51	144330.16
		Step B	72.8590	5828.72	12628.89	151546.72
		Step C	76.5018	6120.14	13260.31	159123.74
		Step D	80.3270	6426.16	13923.35	167080.16
		Step E	84.3433	6747.46	14619.51	175434.06
		Step F	88.5604	7084.83	15350.47	184205.63
		Step G	92.9885	7439.08	16118.01	193416.08
		Step H	97.6379	7811.03	16923.90	203086.83

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170A	Senior Electronic Technician-A	Step A	42.5638	3405.10	7377.73	88532.70
		Step B	44.6920	3575.36	7746.61	92959.36
		Step C	46.9265	3754.12	8133.93	97607.12
		Step D	49.2729	3941.83	8540.64	102487.63
		Step E	51.7365	4138.92	8967.66	107611.92
		Step F	54.3234	4345.87	9416.06	112992.67
		Step G	57.0395	4563.16	9886.85	118642.16
		Step H	59.8915	4791.32	10381.19	124574.32
7205A	Senior Plant and Equipment Mechanic-A	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	36.0096	2880.77	6241.66	74899.97
		Step C	37.8102	3024.82	6553.77	78645.22
		Step D	39.7008	3176.06	6881.47	82577.66
		Step E	41.6857	3334.86	7225.52	86706.26
		Step F	43.7700	3501.60	7586.80	91041.60
		Step G	45.9585	3676.68	7966.14	95593.68
		Step H	48.2564	3860.51	8364.44	100373.31

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152A	Senior Power Plant Operator Technician-A	Step A	57.0482	4563.86	9888.35	118660.26
		Step B	59.9007	4792.06	10382.79	124593.46
		Step C	62.8957	5031.66	10901.92	130823.06
		Step D	66.0405	5283.24	11447.02	137364.24
		Step E	69.3425	5547.40	12019.37	144232.40
		Step F	72.8097	5824.78	12620.35	151444.18
		Step G	76.4502	6116.02	13251.37	159016.42
		Step H	80.2727	6421.82	13913.93	166967.22
7284A	Senior Preventative Maintenance Technician-A	Step A	42.6600	3412.80	7394.40	88732.80
		Step B	44.7930	3583.44	7764.12	93169.44
		Step C	47.0327	3762.62	8152.33	97828.02
		Step D	49.3843	3950.74	8559.95	102719.34
		Step E	51.8535	4148.28	8987.94	107855.28
		Step F	54.4462	4355.70	9437.34	113248.10
		Step G	57.1685	4573.48	9909.21	118910.48
		Step H	60.0269	4802.15	10404.66	124855.95

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559A	Senior SCADA System Technician-A	Step A	42.5637	3405.10	7377.71	88532.50
		Step B	44.6919	3575.35	7746.60	92959.15
		Step C	46.9264	3754.11	8133.91	97606.91
		Step D	49.2727	3941.82	8540.60	102487.22
		Step E	51.7364	4138.91	8967.64	107611.71
		Step F	54.3233	4345.86	9416.04	112992.46
		Step G	57.0394	4563.15	9886.83	118641.95
		Step H	59.8913	4791.30	10381.16	124573.90
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204A	Senior Water Distribution Worker-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96
2375A	Traffic Signal Maintenance Worker I-A	Step A	27.1588	2172.70	4707.53	56490.30
		Step B	28.5168	2281.34	4942.91	59314.94
		Step C	29.9426	2395.41	5190.05	62280.61
		Step D	31.4396	2515.17	5449.53	65394.37
		Step E	33.0117	2640.94	5722.03	68664.34
		Step F	34.6621	2772.97	6008.10	72097.17
		Step G	36.3954	2911.63	6308.54	75702.43
		Step H	38.2151	3057.21	6623.95	79487.41

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376A	Traffic Signal Maintenance Worker II-A	Step A	29.8746	2389.97	5178.26	62139.17
		Step B	31.3685	2509.48	5437.21	65246.48
		Step C	32.9368	2634.94	5709.05	68508.54
		Step D	34.5836	2766.69	5994.49	71933.89
		Step E	36.3128	2905.02	6294.22	75530.62
		Step F	38.1284	3050.27	6608.92	79307.07
		Step G	40.0348	3202.78	6939.37	83272.38
		Step H	42.0366	3362.93	7286.34	87436.13
9027A	Wastewater Utility Maintenance Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029A	Wastewater Utility Maintenance Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24
9078A	Water Conservation Specialist-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049A	Water Conservation Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78
9051A	Water Conservation Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246A	Water Distribution Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78
9248A	Water Distribution Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	52.4536	4196.29	9091.96	109103.49
		Step B	56.4885	4519.08	9791.34	117496.08
		Step C	60.5234	4841.87	10490.72	125888.67
		Step D	64.5583	5164.66	11190.11	134281.26
		Step E	68.5932	5487.46	11889.49	142673.86
		Step F	72.6281	5810.25	12588.87	151066.45
1086B	Electric Apprentice Metering System Technician-B	Step A	49.2491	3939.93	8536.51	102438.13
		Step B	53.0375	4243.00	9193.17	110318.00
		Step C	56.8259	4546.07	9849.82	118197.87
		Step D	60.6143	4849.14	10506.48	126077.74
		Step E	64.4027	5152.22	11163.13	133957.62
		Step F	68.1911	5455.29	11819.79	141837.49

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084B	Electric Apprentice Substation Technician-B	Step A	42.7511	3420.09	7410.19	88922.29
		Step B	46.6375	3731.00	8083.83	97006.00
		Step C	50.5240	4041.92	8757.49	105089.92
		Step D	54.4104	4352.83	9431.14	113173.63
		Step E	58.2969	4663.75	10104.80	121257.55
		Step F	62.1834	4974.67	10778.46	129341.47
		Step G	66.0698	5285.58	11452.10	137425.18
		Step H	69.9563	5596.50	12125.76	145509.10

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	34.3665	2749.32	5956.86	71482.32
		Step B	35.9823	2878.58	6236.93	74843.18
		Step C	37.0617	2964.94	6424.03	77088.34
		Step D	38.1736	3053.89	6616.76	79401.09
		Step E	39.3188	3145.50	6815.26	81783.10
		Step F	40.4984	3239.87	7019.72	84236.67
		Step G	41.7133	3337.06	7230.31	86763.66
		Step H	42.9647	3437.18	7447.21	89366.58
		Step I	44.2537	3540.30	7670.64	92047.70
		Step J	45.5813	3646.50	7900.76	94809.10
		Step K	46.9487	3755.90	8137.77	97653.30
		Step L	48.3572	3868.58	8381.91	100582.98

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	37.8020	3024.16	6552.35	78628.16
		Step B	39.5793	3166.34	6860.41	82324.94
		Step C	40.7667	3261.34	7066.23	84794.74
		Step D	41.9897	3359.18	7278.21	87338.58
		Step E	43.2494	3459.95	7496.56	89958.75
		Step F	44.5469	3563.75	7721.46	92657.55
		Step G	45.8833	3670.66	7953.11	95437.26
		Step H	47.2598	3780.78	8191.70	98300.38
		Step I	48.6776	3894.21	8437.45	101249.41
		Step J	50.1379	4011.03	8690.57	104286.83
		Step K	51.6421	4131.37	8951.30	107415.57
		Step L	53.1913	4255.30	9219.83	110637.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	44.3265	3546.12	7683.26	92199.12
		Step B	46.4105	3712.84	8044.49	96533.84
		Step C	47.8028	3824.22	8285.82	99429.82
		Step D	49.2369	3938.95	8534.40	102412.75
		Step E	50.7140	4057.12	8790.43	105485.12
		Step F	52.2354	4178.83	9054.14	108649.63
		Step G	53.8025	4304.20	9325.77	111909.20
		Step H	55.4166	4433.33	9605.54	115266.53
		Step I	57.0791	4566.33	9893.71	118724.53
		Step J	58.7914	4703.31	10190.51	122286.11
		Step K	60.5552	4844.42	10496.23	125954.82
		Step L	62.3718	4989.74	10811.11	129733.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	48.7590	3900.72	8451.56	101418.72
		Step B	51.0515	4084.12	8848.93	106187.12
		Step C	52.5831	4206.65	9114.40	109372.85
		Step D	54.1606	4332.85	9387.84	112654.05
		Step E	55.7854	4462.83	9669.47	116033.63
		Step F	57.4600	4596.80	9959.73	119516.80
		Step G	59.1827	4734.62	10258.33	123100.02
		Step H	60.9582	4876.66	10566.09	126793.06
		Step I	62.7870	5022.96	10883.08	130596.96
		Step J	64.6706	5173.65	11209.57	134514.85
		Step K	66.6107	5328.86	11545.85	138550.26
		Step L	68.6090	5488.72	11892.23	142706.72
2285B	Electric Line Technician-B	Step A	80.6979	6455.83	13987.64	167851.63

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	61.6468	4931.74	10685.45	128225.34
		Step B	64.5455	5163.64	11187.89	134254.64
		Step C	66.4818	5318.54	11523.51	138282.14
		Step D	68.4763	5478.10	11869.23	142430.70
		Step E	70.5306	5642.45	12225.30	146703.65
		Step F	72.6465	5811.72	12592.06	151104.72
		Step G	74.8259	5986.07	12969.82	155637.87
		Step H	77.0707	6165.66	13358.92	160307.06
		Step I	79.3828	6350.62	13759.69	165116.22
		Step J	81.7643	6541.14	14172.48	170069.74
		Step K	84.2172	6737.38	14597.65	175171.78
		Step L	86.7437	6939.50	15035.57	180426.90

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	33.5487	2683.90	5815.11	69781.30
		Step B	35.1259	2810.07	6088.49	73061.87
		Step C	36.1797	2894.38	6271.15	75253.78
		Step D	37.2651	2981.21	6459.28	77511.41
		Step E	38.3830	3070.64	6653.05	79836.64
		Step F	39.5345	3162.76	6852.65	82231.76
		Step G	40.7206	3257.65	7058.24	84698.85
		Step H	41.9422	3355.38	7269.98	87239.78
		Step I	43.2004	3456.03	7488.07	89856.83
		Step J	44.4965	3559.72	7712.73	92552.72
		Step K	45.8313	3666.50	7944.09	95329.10
		Step L	47.2063	3776.50	8182.43	98189.10

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	36.9034	2952.27	6396.59	76759.07
		Step B	38.6385	3091.08	6697.34	80368.08
		Step C	39.7977	3183.82	6898.27	82779.22
		Step D	40.9916	3279.33	7105.21	85262.53
		Step E	42.2214	3377.71	7318.38	87820.51
		Step F	43.4880	3479.04	7537.92	90455.04
		Step G	44.7926	3583.41	7764.05	93168.61
		Step H	46.1364	3690.91	7996.98	95963.71
		Step I	47.5205	3801.64	8236.89	98842.64
		Step J	48.9461	3915.69	8483.99	101807.89
		Step K	50.4145	4033.16	8738.51	104862.16
		Step L	51.9269	4154.15	9000.66	108007.95
1085B	Electric Metering System Technician-B	Step A	75.7679	6061.43	13133.10	157597.23

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421B	Electric Pre-Apprentice-B	Step A	34.0949	2727.59	5909.78	70917.39
		Step B	36.7175	2937.40	6364.37	76372.40
		Step C	39.3402	3147.22	6818.97	81827.62
		Step D	41.9629	3357.03	7273.57	87282.83
		Step E	44.5856	3566.85	7728.17	92738.05
		Step F	47.2083	3776.66	8182.77	98193.26
2254B	Electric Preventive Data System Technician-B	Step A	30.4988	2439.90	5286.46	63437.50
		Step B	31.9326	2554.61	5534.98	66419.81
		Step C	32.8906	2631.25	5701.04	68412.45
		Step D	33.8773	2710.18	5872.07	70464.78
		Step E	34.8937	2791.50	6048.24	72578.90
		Step F	35.9405	2875.24	6229.69	74756.24
		Step G	37.0187	2961.50	6416.57	76998.90
		Step H	38.1292	3050.34	6609.06	79308.74
		Step I	39.2731	3141.85	6807.34	81688.05
		Step J	40.4513	3236.10	7011.56	84138.70
		Step K	41.6648	3333.18	7221.90	86662.78
		Step L	42.9148	3433.18	7438.57	89262.78

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1083B	Electric Substation Technician-B	Step A	77.7292	6218.34	13473.06	161676.74
2350B	Electric System Dispatcher-B	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.0471	5283.77	11448.16	137377.97
		Step C	68.0285	5442.28	11791.61	141499.28
		Step D	70.0700	5605.60	12145.47	145745.60
		Step E	72.1714	5773.71	12509.71	150116.51
		Step F	74.3366	5946.93	12885.01	154620.13
		Step G	76.5667	6125.34	13271.56	159258.74
		Step H	78.8637	6309.10	13669.71	164036.50
		Step I	81.2296	6498.37	14079.80	168957.57
		Step J	83.6665	6693.32	14502.19	174026.32
		Step K	86.1765	6894.12	14937.26	179247.12
		Step L	88.7618	7100.94	15385.38	184624.54

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.3004	4344.03	9412.07	112944.83
		Step C	55.9294	4474.35	9694.43	116333.15
		Step D	57.6073	4608.58	9985.27	119823.18
		Step E	59.3355	4746.84	10284.82	123417.84
		Step F	61.1155	4889.24	10593.35	127120.24
		Step G	62.9490	5035.92	10911.16	130933.92
		Step H	64.8375	5187.00	11238.50	134862.00
		Step I	66.7826	5342.61	11575.65	138907.81
		Step J	68.7900	5503.20	11923.60	143083.20
		Step K	70.8497	5667.98	12280.61	147367.38
		Step L	72.9751	5838.01	12649.02	151788.21

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	52.1333	4170.66	9036.44	108437.26
		Step B	54.5843	4366.74	9461.28	113535.34
		Step C	56.2219	4497.75	9745.13	116941.55
		Step D	57.9085	4632.68	10037.47	120449.68
		Step E	59.6458	4771.66	10338.61	124063.26
		Step F	61.4351	4914.81	10648.75	127785.01
		Step G	63.2782	5062.26	10968.22	131618.66
		Step H	65.1765	5214.12	11297.26	135567.12
		Step I	67.1318	5370.54	11636.18	139634.14
		Step J	69.1458	5531.66	11985.27	143823.26
		Step K	71.2202	5697.62	12344.83	148138.02
		Step L	73.3568	5868.54	12715.18	152582.14

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082B	Generation Maintenance Scheduler-Coordinator-B	Step A	44.6532	3572.26	7739.89	92878.66
		Step B	46.7526	3740.21	8103.78	97245.41
		Step C	48.1552	3852.42	8346.90	100162.82
		Step D	49.5998	3967.98	8597.30	103167.58
		Step E	51.0878	4087.02	8855.22	106262.62
		Step F	52.6205	4209.64	9120.89	109450.64
		Step G	54.1991	4335.93	9394.51	112734.13
		Step H	55.8251	4466.01	9676.35	116116.21
		Step I	57.4998	4599.98	9966.63	119599.58
		Step J	59.2248	4737.98	10265.63	123187.58
		Step K	61.0015	4880.12	10573.59	126883.12
		Step L	62.8316	5026.53	10890.81	130689.73

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	54.4513	4356.10	9438.23	113258.70
		Step B	57.0114	4560.91	9881.98	118583.71
		Step C	58.7217	4697.74	10178.43	122141.14
		Step D	60.4834	4838.67	10483.79	125805.47
		Step E	62.2979	4983.83	10798.30	129579.63
		Step F	64.1668	5133.34	11122.25	133466.94
		Step G	66.0918	5287.34	11455.91	137470.94
		Step H	68.0746	5445.97	11799.60	141595.17
		Step I	70.1168	5609.34	12153.58	145842.94
		Step J	72.2203	5777.62	12518.19	150218.22
		Step K	74.3869	5950.95	12893.73	154724.75
		Step L	76.6186	6129.49	13280.56	159366.69

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	35.9073	2872.58	6223.93	74687.18
		Step C	36.9845	2958.76	6410.65	76927.76
		Step D	38.0941	3047.53	6602.98	79235.73
		Step E	39.2369	3138.95	6801.06	81612.75
		Step F	40.4140	3233.12	7005.09	84061.12
		Step G	41.6264	3330.11	7215.24	86582.91
		Step H	42.8752	3430.02	7431.70	89180.42
		Step I	44.1615	3532.92	7654.66	91855.92
		Step J	45.4863	3638.90	7884.29	94611.50
		Step K	46.8509	3748.07	8120.82	97449.87
		Step L	48.2564	3860.51	8364.44	100373.31

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	23.4239	1873.91	4060.14	48721.71
		Step B	24.5252	1962.02	4251.03	51012.42
		Step C	25.2610	2020.88	4378.57	52542.88
		Step D	26.0188	2081.50	4509.93	54119.10
		Step E	26.7994	2143.95	4645.23	55742.75
		Step F	27.6033	2208.26	4784.57	57414.86
		Step G	28.4315	2274.52	4928.13	59137.52
		Step H	29.2844	2342.75	5075.96	60911.55
		Step I	30.1629	2413.03	5228.24	62738.83
		Step J	31.0678	2485.42	5385.09	64621.02
		Step K	31.9998	2559.98	5546.63	66559.58
		Step L	32.9598	2636.78	5713.03	68556.38

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	25.7662	2061.30	4466.14	53593.70
		Step B	26.9778	2158.22	4676.15	56113.82
		Step C	27.7871	2222.97	4816.43	57797.17
		Step D	28.6207	2289.66	4960.92	59531.06
		Step E	29.4793	2358.34	5109.75	61316.94
		Step F	30.3637	2429.10	5263.04	63156.50
		Step G	31.2746	2501.97	5420.93	65051.17
		Step H	32.2129	2577.03	5583.57	67002.83
		Step I	33.1792	2654.34	5751.06	69012.74
		Step J	34.1746	2733.97	5923.60	71083.17
		Step K	35.1999	2815.99	6101.32	73215.79
		Step L	36.2558	2900.46	6284.34	75412.06

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	28.3431	2267.45	4912.80	58953.65
		Step B	29.6755	2374.04	5143.75	61725.04
		Step C	30.5658	2445.26	5298.07	63576.86
		Step D	31.4828	2518.62	5457.02	65484.22
		Step E	32.4272	2594.18	5620.71	67448.58
		Step F	33.4001	2672.01	5789.35	69472.21
		Step G	34.4021	2752.17	5963.03	71556.37
		Step H	35.4341	2834.73	6141.91	73702.93
		Step I	36.4971	2919.77	6326.16	75913.97
		Step J	37.5921	3007.37	6515.96	78191.57
		Step K	38.7198	3097.58	6711.43	80537.18
		Step L	39.8814	3190.51	6912.78	82953.31

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	31.1797	2494.38	5404.48	64853.78
		Step B	32.6455	2611.64	5658.55	67902.64
		Step C	33.6249	2689.99	5828.32	69939.79
		Step D	34.6337	2770.70	6003.17	72038.10
		Step E	35.6727	2853.82	6183.27	74199.22
		Step F	36.7429	2939.43	6368.77	76425.23
		Step G	37.8451	3027.61	6559.82	78717.81
		Step H	38.9805	3118.44	6756.62	81079.44
		Step I	40.1499	3211.99	6959.32	83511.79
		Step J	41.3544	3308.35	7168.10	86017.15
		Step K	42.5950	3407.60	7383.13	88597.60
		Step L	43.8729	3509.83	7604.64	91255.63

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.5476	4123.81	8934.92	107219.01
		Step C	53.0940	4247.52	9202.96	110435.52
		Step D	54.6868	4374.94	9479.05	113748.54
		Step E	56.3274	4506.19	9763.42	117160.99
		Step F	58.0173	4641.38	10056.33	120675.98
		Step G	59.7578	4780.62	10358.02	124296.22
		Step H	61.5505	4924.04	10668.75	128025.04
		Step I	63.3970	5071.76	10988.81	131865.76
		Step J	65.2989	5223.91	11318.48	135821.71
		Step K	67.2579	5380.63	11658.04	139896.43
		Step L	69.2757	5542.06	12007.79	144093.46

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	54.1576	4332.61	9387.32	112647.81
		Step B	56.7038	4536.30	9828.66	117943.90
		Step C	58.4050	4672.40	10123.53	121482.40
		Step D	60.1571	4812.57	10427.23	125126.77
		Step E	61.9618	4956.94	10740.05	128880.54
		Step F	63.8207	5105.66	11062.25	132747.06
		Step G	65.7353	5258.82	11394.12	136729.42
		Step H	67.7074	5416.59	11735.95	140831.39
		Step I	69.7386	5579.09	12088.02	145056.29
		Step J	71.8307	5746.46	12450.65	149407.86
		Step K	73.9857	5918.86	12824.19	153890.26
		Step L	76.2052	6096.42	13208.90	158506.82

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.5476	4123.81	8934.92	107219.01
		Step C	53.0940	4247.52	9202.96	110435.52
		Step D	54.6868	4374.94	9479.05	113748.54
		Step E	56.3274	4506.19	9763.42	117160.99
		Step F	58.0173	4641.38	10056.33	120675.98
		Step G	59.7578	4780.62	10358.02	124296.22
		Step H	61.5505	4924.04	10668.75	128025.04
		Step I	63.3970	5071.76	10988.81	131865.76
		Step J	65.2989	5223.91	11318.48	135821.71
		Step K	67.2579	5380.63	11658.04	139896.43
		Step L	69.2757	5542.06	12007.79	144093.46

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	54.1562	4332.50	9387.07	112644.90
		Step B	56.7024	4536.19	9828.42	117940.99
		Step C	58.4035	4672.28	10123.27	121479.28
		Step D	60.1556	4812.45	10426.97	125123.65
		Step E	61.9602	4956.82	10739.77	128877.22
		Step F	63.8190	5105.52	11061.96	132743.52
		Step G	65.7336	5258.69	11393.82	136725.89
		Step H	67.7056	5416.45	11735.64	140827.65
		Step I	69.7368	5578.94	12087.71	145052.54
		Step J	71.8289	5746.31	12450.34	149404.11
		Step K	73.9837	5918.70	12823.84	153886.10
		Step L	76.2033	6096.26	13208.57	158502.86

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	49.5048	3960.38	8580.83	102969.98
		Step B	51.8322	4146.58	8984.25	107810.98
		Step C	53.3872	4270.98	9253.78	111045.38
		Step D	54.9888	4399.10	9531.39	114376.70
		Step E	56.6385	4531.08	9817.34	117808.08
		Step F	58.3376	4667.01	10111.85	121342.21
		Step G	60.0878	4807.02	10415.22	124982.62
		Step H	61.8904	4951.23	10727.67	128732.03
		Step I	63.7471	5099.77	11049.50	132593.97
		Step J	65.6595	5252.76	11380.98	136571.76
		Step K	67.6293	5410.34	11722.41	140668.94
		Step L	69.6582	5572.66	12074.09	144889.06

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	47.1473	3771.78	8172.20	98066.38
		Step B	49.3640	3949.12	8556.43	102677.12
		Step C	50.8450	4067.60	8813.13	105757.60
		Step D	52.3703	4189.62	9077.52	108930.22
		Step E	53.9414	4315.31	9349.84	112198.11
		Step F	55.5597	4444.78	9630.35	115564.18
		Step G	57.2264	4578.11	9919.24	119030.91
		Step H	58.9432	4715.46	10216.82	122601.86
		Step I	60.7115	4856.92	10523.33	126279.92
		Step J	62.5329	5002.63	10839.04	130068.43
		Step K	64.4089	5152.71	11164.21	133970.51
		Step L	66.3411	5307.29	11499.12	137989.49

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.3004	4344.03	9412.07	112944.83
		Step C	55.9294	4474.35	9694.43	116333.15
		Step D	57.6073	4608.58	9985.27	119823.18
		Step E	59.3355	4746.84	10284.82	123417.84
		Step F	61.1155	4889.24	10593.35	127120.24
		Step G	62.9490	5035.92	10911.16	130933.92
		Step H	64.8375	5187.00	11238.50	134862.00
		Step I	66.7826	5342.61	11575.65	138907.81
		Step J	68.7861	5502.89	11922.92	143075.09
		Step K	70.8497	5667.98	12280.61	147367.38
		Step L	72.9751	5838.01	12649.02	151788.21

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	37.7242	3017.94	6538.86	78466.34
		Step B	39.4979	3159.83	6846.30	82155.63
		Step C	40.6828	3254.62	7051.69	84620.22
		Step D	41.9033	3352.26	7263.24	87158.86
		Step E	43.1604	3452.83	7481.14	89773.63
		Step F	44.4552	3556.42	7705.57	92466.82
		Step G	45.7888	3663.10	7936.73	95240.70
		Step H	47.1625	3773.00	8174.83	98098.00
		Step I	48.5774	3886.19	8420.08	101040.99
		Step J	50.0347	4002.78	8672.68	104072.18
		Step K	51.5357	4122.86	8932.85	107194.26
		Step L	53.0818	4246.54	9200.85	110410.14

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	31.1076	2488.61	5391.98	64703.81
		Step B	32.5703	2605.62	5645.52	67746.22
		Step C	33.5474	2683.79	5814.88	69778.59
		Step D	34.5538	2764.30	5989.33	71871.90
		Step E	35.5905	2847.24	6169.02	74028.24
		Step F	36.6582	2932.66	6354.09	76249.06
		Step G	37.7579	3020.63	6544.70	78536.43
		Step H	38.8907	3111.26	6741.05	80892.66
		Step I	40.0574	3204.59	6943.28	83319.39
		Step J	41.2591	3300.73	7151.58	85818.93
		Step K	42.4969	3399.75	7366.13	88393.55
		Step L	43.7718	3501.74	7587.11	91045.34

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8273	2866.18	6210.07	74520.78
		Step C	36.9021	2952.17	6396.36	76756.37
		Step D	38.0092	3040.74	6588.26	79059.14
		Step E	39.1494	3131.95	6785.90	81430.75
		Step F	40.3239	3225.91	6989.48	83873.71
		Step G	41.5336	3322.69	7199.16	86389.89
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0630	3525.04	7637.59	91651.04
		Step J	45.3849	3630.79	7866.72	94400.59
		Step K	46.7465	3739.72	8102.73	97232.72
		Step L	48.1489	3851.91	8345.81	100149.71

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.0471	5283.77	11448.16	137377.97
		Step C	68.0285	5442.28	11791.61	141499.28
		Step D	70.0694	5605.55	12145.36	145744.35
		Step E	72.1714	5773.71	12509.71	150116.51
		Step F	74.3366	5946.93	12885.01	154620.13
		Step G	76.5667	6125.34	13271.56	159258.74
		Step H	78.8637	6309.10	13669.71	164036.50
		Step I	81.2296	6498.37	14079.80	168957.57
		Step J	83.6665	6693.32	14502.19	174026.32
		Step K	86.1765	6894.12	14937.26	179247.12
		Step L	88.7618	7100.94	15385.38	184624.54

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	40.5939	3247.51	7036.28	84435.31
		Step B	42.5023	3400.18	7367.07	88404.78
		Step C	43.7774	3502.19	7588.08	91056.99
		Step D	45.0907	3607.26	7815.72	93788.66
		Step E	46.4434	3715.47	8050.19	96602.27
		Step F	47.8367	3826.94	8291.69	99500.34
		Step G	49.2719	3941.75	8540.46	102485.55
		Step H	50.7500	4060.00	8796.67	105560.00
		Step I	52.2725	4181.80	9060.57	108726.80
		Step J	53.8407	4307.26	9332.39	111988.66
		Step K	55.4559	4436.47	9612.36	115348.27
		Step L	57.1196	4569.57	9900.73	118808.77

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	59.2320	4738.56	10266.88	123202.56
		Step B	62.0169	4961.35	10749.60	128995.15
		Step C	63.8774	5110.19	11072.08	132864.99
		Step D	65.7937	5263.50	11404.24	136850.90
		Step E	67.7675	5421.40	11746.37	140956.40
		Step F	69.8005	5584.04	12098.75	145185.04
		Step G	71.8946	5751.57	12461.73	149540.77
		Step H	74.0514	5924.11	12835.58	154026.91
		Step I	76.2729	6101.83	13220.64	158647.63
		Step J	78.5611	6284.89	13617.26	163407.09
		Step K	80.9180	6473.44	14025.79	168309.44
		Step L	83.3455	6667.64	14446.55	173358.64

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	60.7686	4861.49	10533.22	126398.69
		Step B	63.6257	5090.06	11028.45	132341.46
		Step C	65.5345	5242.76	11359.31	136311.76
		Step D	67.5005	5400.04	11700.09	140401.04
		Step E	69.5255	5562.04	12051.09	144613.04
		Step F	71.6100	5728.80	12412.40	148948.80
		Step G	73.7596	5900.77	12785.00	153419.97
		Step H	75.9724	6077.79	13168.55	158022.59
		Step I	78.2516	6260.13	13563.61	162763.33
		Step J	80.5991	6447.93	13970.51	167646.13
		Step K	83.0171	6641.37	14389.63	172675.57
		Step L	85.5076	6840.61	14821.32	177855.81

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	69.3895	5551.16	12027.51	144330.16
		Step B	72.6518	5812.14	12592.98	151115.74
		Step C	74.8313	5986.50	12970.76	155649.10
		Step D	77.0763	6166.10	13359.89	160318.70
		Step E	79.3886	6351.09	13760.69	165128.29
		Step F	81.7702	6541.62	14173.50	170082.02
		Step G	84.2233	6737.86	14598.71	175184.46
		Step H	86.7500	6940.00	15036.67	180440.00
		Step I	89.3525	7148.20	15487.77	185853.20
		Step J	92.0331	7362.65	15952.40	191428.85
		Step K	94.7941	7583.53	16430.98	197171.73
		Step L	97.6379	7811.03	16923.90	203086.83

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	41.4043	3312.34	7176.75	86120.94
		Step B	43.3512	3468.10	7514.21	90170.50
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9913	3679.30	7971.83	95661.90
		Step E	47.3710	3789.68	8210.97	98531.68
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2559	4020.47	8711.02	104532.27
		Step H	51.7636	4141.09	8972.36	107668.29
		Step I	53.3165	4265.32	9241.53	110898.32
		Step J	54.9160	4393.28	9518.77	114225.28
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	35.9073	2872.58	6223.93	74687.18
		Step C	36.9845	2958.76	6410.65	76927.76
		Step D	38.0941	3047.53	6602.98	79235.73
		Step E	39.2369	3138.95	6801.06	81612.75
		Step F	40.4140	3233.12	7005.09	84061.12
		Step G	41.6264	3330.11	7215.24	86582.91
		Step H	42.8752	3430.02	7431.70	89180.42
		Step I	44.1615	3532.92	7654.66	91855.92
		Step J	45.4863	3638.90	7884.29	94611.50
		Step K	46.8509	3748.07	8120.82	97449.87
		Step L	48.2564	3860.51	8364.44	100373.31

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	57.0482	4563.86	9888.35	118660.26
		Step B	59.7305	4778.44	10353.29	124239.44
		Step C	61.5224	4921.79	10663.88	127966.59
		Step D	63.3680	5069.44	10983.79	131805.44
		Step E	65.2691	5221.53	11313.31	135759.73
		Step F	67.2272	5378.18	11652.71	139832.58
		Step G	69.2440	5539.52	12002.29	144027.52
		Step H	71.3213	5705.70	12362.36	148348.30
		Step I	73.4609	5876.87	12733.22	152798.67
		Step J	75.6648	6053.18	13115.23	157382.78
		Step K	77.9347	6234.78	13508.68	162104.18
		Step L	80.2727	6421.82	13913.93	166967.22

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	41.4043	3312.34	7176.75	86120.94
		Step B	43.3512	3468.10	7514.21	90170.50
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9913	3679.30	7971.83	95661.90
		Step E	47.3710	3789.68	8210.97	98531.68
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2559	4020.47	8711.02	104532.27
		Step H	51.7636	4141.09	8972.36	107668.29
		Step I	53.3165	4265.32	9241.53	110898.32
		Step J	54.9160	4393.28	9518.77	114225.28
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	41.4043	3312.34	7176.75	86120.94
		Step B	43.3512	3468.10	7514.21	90170.50
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9913	3679.30	7971.83	95661.90
		Step E	47.3710	3789.68	8210.97	98531.68
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2559	4020.47	8711.02	104532.27
		Step H	51.7636	4141.09	8972.36	107668.29
		Step I	53.3165	4265.32	9241.53	110898.32
		Step J	54.9160	4393.28	9518.77	114225.28
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	27.1588	2172.70	4707.53	56490.30
		Step B	28.4356	2274.85	4928.84	59146.05
		Step C	29.2887	2343.10	5076.71	60920.50
		Step D	30.1674	2413.39	5229.02	62748.19
		Step E	31.0724	2485.79	5385.88	64630.59
		Step F	32.0046	2560.37	5547.46	66569.57
		Step G	32.9647	2637.18	5713.88	68566.58
		Step H	33.9536	2716.29	5885.29	70623.49
		Step I	34.9723	2797.78	6061.87	72742.38
		Step J	36.0214	2881.71	6243.71	74924.51
		Step K	37.1021	2968.17	6431.03	77172.37
		Step L	38.2151	3057.21	6623.95	79487.41

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	29.8746	2389.97	5178.26	62139.17
		Step B	31.2792	2502.34	5421.73	65060.74
		Step C	32.2176	2577.41	5584.38	67012.61
		Step D	33.1841	2654.73	5751.91	69022.93
		Step E	34.1796	2734.37	5924.46	71093.57
		Step F	35.2050	2816.40	6102.20	73226.40
		Step G	36.2612	2900.90	6285.27	75423.30
		Step H	37.3490	2987.92	6473.83	77685.92
		Step I	38.4695	3077.56	6668.05	80016.56
		Step J	39.6236	3169.89	6868.09	82417.09
		Step K	40.8123	3264.98	7074.13	84889.58
		Step L	42.0366	3362.93	7286.34	87436.13

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78

City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:A
Effective Date:05/07/2022

IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24

COUNCIL COMMUNICATION

CC #: 2006
File #: 0801

Title: Capital Improvement Projects Preview for Fiscal Year 2022-23
Contact: Jason Shykowski 916-774-5331 jshykowski@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 10.1.

RECOMMENDATION TO COUNCIL

This is an informational item. No action is required.

BACKGROUND

Staff will provide an overview of the capital improvement projects (CIP's) planned for the coming fiscal year. This presentation will include a preview of CIP's for all City departments.

FISCAL IMPACT

There is no fiscal impact from this presentation.

ENVIRONMENTAL REVIEW

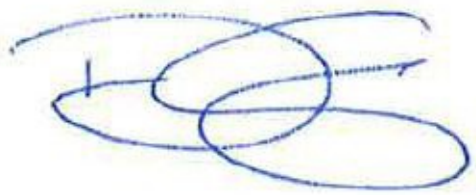
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jason Shykowski, Public Works Director



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Dominick Casey, City Manager

COUNCIL COMMUNICATION

CC #: 2059
File #: 0400-08

Title:	Infill Parcel 187 (106 Bonny Knoll Road) Auto Repair and Car Wash - Conditional Use Permit Modification and Design Review Permit Modification Appeal
Contact:	Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 5/11/2022
Item #: 11.1.

RECOMMENDATION TO COUNCIL

Based on the August 26, 2021 Planning Commission hearing, staff recommends the City Council deny the appeal of the Planning Commission's approval of entitlements related to the Infill Parcel 187 (106 Bonny Knoll Road) Auto Repair & Car Wash project, and take the following actions:

1. Adopt a resolution denying the appeal of the August 26, 2021 approval by the Planning Commission; adopting the two (2) findings of fact and approving the Conditional Use Permit Modification subject to six (6) conditions of approval; and adopting the two (2) findings of fact and approving the Design Review Permit Modification subject to fifty-one (51) conditions of approval.
2. Deny the request to refund the appeal fee.

BACKGROUND

The project site is located at 106 Bonny Knoll Road, within the City's Infill planning area. The property has a zoning designation and General Plan land use designation of Community Commercial (CC). The site was developed with an approximate 1,900-square-foot building in 1960 without benefit of design review by the City. The building was previously used as a self-service car wash with three pull-through bays, but is currently vacant. The parcel that is located immediately west of the site is used as a parking lot for the building and is under the same ownership. The site is located adjacent to an existing auto repair business to the north (Automotive Service of Roseville), a single-family residence to the south, single-family residences across Bonny Knoll Road to the east, and Bethel Lutheran Church to the west.

The site was purchased by the same owner of Automotive Service of Roseville (ASR) to the north, located at 1080 Douglas Boulevard, with the intent of operating the two parcels as a single automotive repair business. Per the Zoning Ordinance, automotive repair and car wash uses require a Conditional Use Permit (CUP) to operate in the CC zoning district. The property to the north received approval of a CUP in 1995; however, the prior car wash at 106 Bonny Knoll Road was operating without benefit of an approved CUP and was therefore considered an existing legal

non-conforming use. While in conversations with City staff regarding the process to convert the car wash into an auto repair business, the applicant modified the building and site without approval of a Design Review Permit (DRP) Modification. The modifications were made in 2019 and consisted of adding steel roll-up doors to the three existing service bays on the east and west elevations, removing the car wash vacuums, and installing an approximate 10-foot landscape planter along the project frontage.

Project Description

The current request is to modify the existing CUP for ASR to allow auto repair and a car wash at the project site. A DRP Modification is also requested to add approximately 375 square feet to the northern portion of the building for an additional service bay. One of the bays will be used as a car wash utilized by employees only, while the remaining three bays will be used for auto repair. A detailed description and evaluation of the project is included in the Planning Commission staff report (see Attachment 1). The project plans are included as Exhibit A.

The applicant proposes to keep the steel roll-up doors on the east and west elevations of the building with an additional steel roll-up door for the new service bay addition. The east elevation directly faces Bonny Knoll Road, which has existing single-family residences across the street. Condition #3 was added to the DRP Modification to require the roll-up doors be removed for the three auto repair bays along the east side of the building and filled in with a solid wall system. This would meet the intent of the City's Community Design Guidelines (CDG) and would reduce the potential visual and noise impacts from having auto repair bays facing residential uses. The roll-up door for the one-bay car wash can remain given the pull-through nature of the use. The condition of approval is included below:

DRP Modification Condition #3:

> "The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)"

Summary of Planning Commission Meeting

The project was heard by the Planning Commission on August 26, 2021. The applicant's representative, Mike Wixon, addressed the Commission and stated he and the property owner were not in agreement with Condition #3 to install solid walls in place of the currently installed roll-up doors. Mr. Wixon explained that the roll-up doors were installed to secure the property and that landscaping in the front would help screen the area.

The Commissioners asked questions of staff, which included clarification on whether the roll-up doors would remain open or closed during business hours. Staff responded that the applicant indicated that the doors would remain closed but there is no way for staff to ensure this.

A Commissioner asked the applicant what the plan of operations would be, whether the doors would remain open or closed, and what the flow of traffic would be. Mr. Wixon responded that originally the roll-up doors were planned to remain closed while in operation. However, because the noise study prepared for the project found that the project would comply with the City's noise limits even when the roll-up doors are open, they decided to change the planned operations. Rather than entering from the back of the building, cars would now enter the service bays on the

front (or east) side of the building along Bonny Knoll Road, have the repair work performed, and then exit out the back (or west) side of the building. This would require the roll-up doors facing Bonny Knoll Road be open during operation.

Staff indicated that until the applicant's testimony at the Planning Commission meeting, staff was under the impression that vehicles would access the service bays from the rear of the building, pulling in and then backing out of the bays at the end of the service. Staff indicated their concerns were based on the location of this use on a residential street and the language in the Community Design Guidelines.

Subsequently, Mr. Wixon addressed the Commission and stated the owner is willing to keep the roll-up doors in the closed position during business hours as originally proposed.

During the public comment period, one resident from the neighborhood spoke in support of the project and stated Mr. Yandolino has been a good neighbor.

After closing public comment, the Planning Commission deliberated on the item and voted to approve the CUP Modification and the DRP Modification with the recommended conditions of approval, including a modification to Condition #2 of the DRP Modification, to require the existing razor wire on top of the fencing that surrounds the building and parking lot be removed prior to issuance of building permits. The motion passed with a vote of 4 ayes, 1 no, and 2 absent. The conditions of approval are included as Attachment 2. Meeting minutes detailing the Commissioners' discussion are included as Attachment 3.

Appeal

On September 3, 2021, the City Clerk's office received a notice of appeal of the Planning Commission's action on the project (see Attachment 4). The appeal was submitted by the project's property owner, George Yandolino. The appeal requests Condition #3 of the DRP Modification be modified to allow the roll-up doors to remain as proposed. The letter suggests revising the condition to require a six-foot tall solid wall in the landscape corridor along the frontage of Bonny Knoll Road, with landscaping in front of it to buffer any visual concerns. The appeal also requests a refund of the appeal fee so that those funds can be applied to fulfill the proposed revised condition. Staff recommends denial of the refund request. The appeal fee is used to cover hard costs and labor associated with bringing this item before the Council, including public noticing costs.

Since submittal of the appeal, Mr. Yandolino asked that the appeal be put on hold until his consultants could provide revised landscaping plans and building elevations for the Council's consideration (see Exhibit B). Mr. Yandolino is now proposing an aluminum and glass roll-up door for the new service bay to be consistent with the doors used for the auto repair building to the north, while still keeping the existing metal roll-up doors for the three existing bays. In addition, a wider landscape setback is proposed along the Bonny Knoll frontage, without a wall, to accommodate more landscaping.

Staff's response to the appeal letter is included below and is divided into two topics: the City's Community Design Guidelines and Noise.

Community Design Guidelines (CDG)

Mr. Yandolino's letter states that there does not appear to be any language in the CDG with the

intent to require that auto service bays be located internal to the site and not be directly facing the primary street. There is an example in the CDG showing service bays with roll up doors that are oriented internally and away from the street frontage. This example is contained in the office and industrial development section of the CDG, but it is applicable to the proposed project given the building consists of service bays.

The appeal further states that the language of the CDG for a commercial project appears to be primarily oriented to fast food and coffee drive thru operations, citing policy numbers CC-4 and CC-35. As the appeal letter mentions, Policy CC-35 is specific to drive thru uses and was not used in staff's evaluation in determining whether the project meets the intent of the CDG. Policy CC-4 pertains to site planning and building siting design, which states, "Consideration should be given to the orientation of service bays [emphasis added], drive-thru lanes, pickup windows, and other utilitarian building functions toward the street."

Given that the site is located within a residential neighborhood, special consideration should be given to the building design, particularly the east elevation as it directly faces residential uses across Bonny Knoll Road. The service bays are oriented towards the street frontage facing the residences and are visible from the roadway. It is staff's intent to reduce the visual impacts of the service bays by conditioning the project to remove the roll-up doors and replace them with a solid wall system with colors and materials that match the rest of the building. The condition also requires the inclusion of clearstory windows to enhance views from the streetscape. This would help soften views of the building and it would be consistent with several of the CDG's architectural guidelines, including policies CC-41, CC-47, and CC-48. These policies encourage the use of architectural elements such as articulation of the façade and ornamental details (Policy CC-41); require architectural treatment be applied to all elevations of a building facing public areas, with elevations facing a street given particular emphasis (Policy CC-47); and encourage architectural features such as windows that enhance the façade (Policy CC-48).

The appeal letter suggests a six-foot tall wall in the landscape frontage, however this would not achieve the architectural guidelines mentioned above. The existing landscape planter, which is approximately 10 feet wide, would need to be widened to accommodate sufficient landscaping for parking lot shading and to soften views of the wall. However, as mentioned, Mr. Yandolino has modified his request and is proposing additional landscaping without a wall.

Noise

The appeal states the noise study found that project operations would comply with the City's Noise Ordinance thresholds even with the roll-up doors open on both sides of the building. The noise study was prepared by Saxelby Acoustics and is included with the Planning Commission staff report (see Attachment 1). The noise study modeled anticipated noise based on the tools and equipment proposed to be used for the auto repair services. Staff's concern is what could potentially occur if there was a change in the proposed operation or in ownership. This could create a situation where the noise levels did exceed the Noise Ordinance threshold. In addition, it would be an enforcement obligation for the City to ensure the roll up doors would not be open during business operations. Thus, filling in the east elevation with a solid wall system would give staff the assurance that there would be no noise impacts in the future.

Alternative Design

Staff reviewed the proposed alternative design and finds it to be more consistent with the intent of the Community Design Guidelines. The additional landscaping and the more decorative roll-up

door are an attempt by the applicant to improve the design of the front elevation and provide more landscape buffer along the frontage. The proposed roll-up door provides better articulation in the façade while also achieves the needs of the business. The landscaping will also enhance the streetscape and the pedestrian scale for the surrounding neighborhood.

There are two resolutions for City Council's consideration. The first resolution denies the appeal and upholds the Planning Commission's decision. The second resolution grants the appeal with a modification to Condition #3 to allow the proposed alternative design as shown in Exhibit B.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Notice of both the Planning Commission hearing and the City Council hearing was published in the Roseville Press Tribune and on the Roseville Coalition of Neighborhood Associations (RCONA) website, and mailed to all property owners and residents within a 300 foot radius of the project site. As of the writing of this report, staff has not received any public comment regarding the project.

FISCAL IMPACT

The development of the site with an automotive repair and car wash use will not result in negative impacts to the City's General Fund as it will be converting a vacant building into a beneficial use.

Granting a refund of the appeal fee, which amounted to $1,514, would result in the City bearing the costs associated with bringing this item before the Council. The City's expenditures for this project have exceeded the amount of the appeal fee.

ENVIRONMENTAL REVIEW

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, which exempts In-Fill Development Projects that meet the following criteria: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site has no value, as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services. This project is consistent with this exemption, as the project is located within city limits on no more than five acres and is consistent with the general plan designation and zoning designation. The site has no value as habitat for endangered, rare, or threatened species, does not result in any significant effects relating to traffic, noise, air/water quality, and can be adequately served by all required utilities and public services.

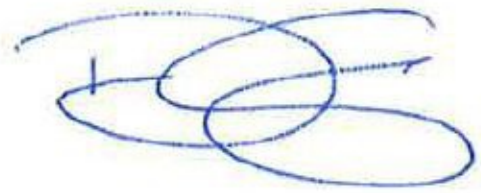
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



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Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 August 26, 2021 Planning Commission Staff Report and Attachments

Attachment 2 Conditions of Approval

Attachment 3 August 26, 2021 Planning Commission Meeting Minutes

Attachment 4 Appeal Letter

Attachment 5 Neighbor Support Letters

Attachment 6 Vicinity Map

Exhibit A Plans

Exhibit B Alternative Design

Resolution 22-147

Resolution 22-148

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION STAFF REPORT
PLANNING COMMISSION MEETING August 26, 2021

Prepared by: Kinarik Shallow, Associate Planner

ITEM 6.2: Conditional Use Permit Modification and Design Review Permit Modification – 106 Bonny Knoll Road – INFILL PCL 187 – Auto Repair & Car Wash – File # PL21-0081

REQUEST

The project is a request for a Conditional Use Permit Modification and Design Review Permit Modification to convert two of the three existing car wash bays into auto repair uses, add one bay for auto repair, and modify the building exterior at 106 Bonny Knoll.

Applicant – Michael Wixon, MSW Consulting
Property Owner – George H. Yandolino

SUMMARY RECOMMENDATION

The Planning Division recommends that the Planning Commission take the following actions:

A. Adopt the two (2) findings of fact and approve the Conditional Use Permit Modification subject to six (6) conditions of approval; and
B. Adopt the two (2) findings of fact and approve the Design Review Permit Modification subject to fifty-one (51) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

The project site is currently developed with a 1,916-square-foot building that was previously used as a self-service car wash established in 1960. The site was developed without benefit of a Design Review Permit. The building is proposed to be used in conjunction with the existing automotive repair business located to the north at 1080 Douglas Boulevard (Automotive Service of Roseville). The existing building consists of steel roll-up doors facing Bonny Knoll Road (see Figure 1 below). The applicant is proposing to keep the doors and include an additional roll-up door on the proposed building addition.

Figure 1: View from Bonny Knoll Road

Staff reviewed the project for consistency with the City's Community Design Guidelines, which encourage service bays with roll up doors be screened from public view by being oriented internally and away from the street frontage. Condition #3 has been added to the Design Review Permit Modification to require the roll-up doors be removed for the auto repair bays along the east side of the building and filled in with a solid

wall system. The condition also requires the elevations be revised to the satisfaction of the Planning Division prior to issuance of building permits. However, the property owner is requesting the Planning Commission approve the building design as proposed in the plans (included as Exhibit A). Further discussion is provided in the Conditional Use Permit Modification and Design Review Permit Modification evaluation sections of this report.

BACKGROUND

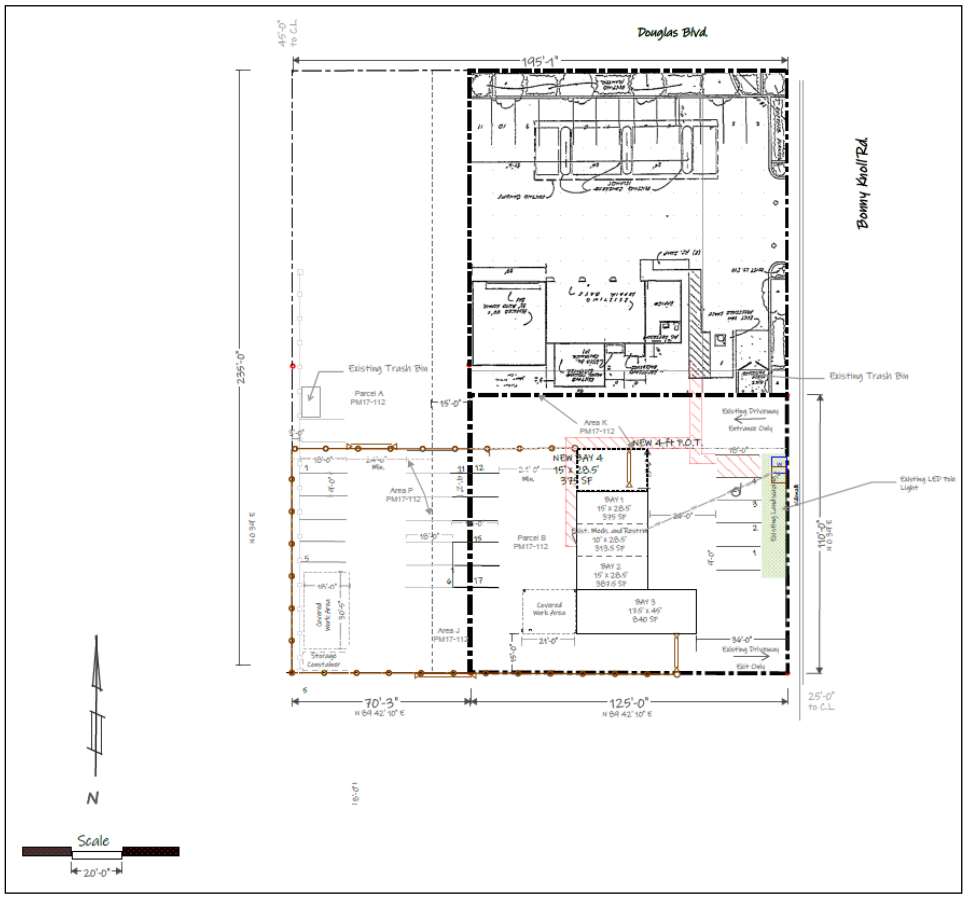
The project site is located at 106 Bonny Knoll Road, within the City's Infill planning area (see Figure 2). The property has a zoning designation and General Plan land use designation of Community Commercial (CC). As mentioned, it is currently developed with a 1,916-square-foot building previously used as a self-service car wash with three bays. The parcel located immediately west of the site is used as a parking lot for the building and is under the same ownership. The site is located adjacent to an existing auto repair business to the north, a single-family residence to the south, single-family residences across Bonny Knoll Road to the east, and Bethel Lutheran Church to the west.

Figure 2: Project Location

In 1995, the Planning Commission approved a Special (or Conditional) Use Permit (file #SUP 95-49) to allow for operation of an automotive repair shop (presently Automotive Service of Roseville) at the adjacent parcel to the north, located at 1080 Douglas Boulevard. Subsequently, in 1997, a Conditional Use Permit Modification and Design Review Permit Modification (file #CUPMOD 97-13 & DRPMOD 97-29) were approved to allow for construction of a 900-square-foot addition to the automotive repair shop. The owner of the property also owns the subject property at 106 Bonny Knoll Rd. and is proposing to operate the auto repair and car wash uses as a single business. The Zoning Ordinance requires a Conditional Use Permit (CUP) to locate auto repair and car wash uses in the CC zoning district. The CUP allows the Planning Commission the opportunity to review the project's compatibility with uses in the surrounding area. The prior car wash was operating without benefit of an approved CUP and was considered an existing legal non-conforming use.

The current request is to modify the existing CUP for Automotive Service of Roseville to allow auto repair and a car wash at the project site. The one-bay car wash will be utilized by employees only. A Design Review Permit (DRP) Modification is also requested to add approximately 375 square feet to the northern portion of the building that will be used as an additional bay for auto repair.

Figure 3: Proposed Site Plan



EVALUATION: CONDITIONAL USE PERMIT MODIFICATION

Section 19.78.060(J) of the City of Roseville Zoning Ordinance requires two findings of fact be made in order to approve a Modification for the Conditional Use Permit. The required findings are listed below in ***italicized bold*** print and are followed by an evaluation.

1. ***The proposed modification is substantially consistent with the intent of the original approval.***

2. ***The proposed modification complies with all applicable standards and requirements of the Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.***

The project site has a zoning designation of Community Commercial (CC). The Zoning Ordinance allows for automotive repair and car wash uses in the CC zone district with approval of a CUP. The Zoning Ordinance does not establish any specific development standards for these use types, with the exception of parking requirements. The parking requirement for automotive repair uses is one (1) space per 400 square feet, plus one (1) per bay, plus one (1) for every company vehicle. The business does not consist of any company vehicles. The building square footage amounts to 2,291 square feet and consists of four (4) bays. Based on this, the project requires a total of ten (10) spaces. The project will provide a total of 21 spaces, exceeding the parking requirement. As such, the project complies with the Zoning Ordinance.

The project site has a land use designation of Community Commercial (CC). The site is located within the Infill area of the City and not within a Specific Plan area. The CC land use designation is intended to include retail stores and businesses with a full range of goods and services that are provided to an expanded service area. The primary uses listed in the General Plan for the CC land use include auto

repair. The General Plan relies on the Zoning Ordinance through the Conditional Use Permit process to address compatibility issues with auto repair and car wash uses. Below is a discussion on areas of interest.

Operations: The original approval of the CUP for 1080 Douglas Boulevard allowed for "light" automotive repair services, which did not include major vehicle overhauls and were typically provided as same-day service. The proposed use will be an expansion of the existing automotive repair business and will consist of similar services. The applicant has provided an operational description of the business that is included as Attachment 1. The proposed hours of operation are Monday through Saturday, 8 a.m. to 6 p.m. In approving the original CUP, the Planning Commission adopted a condition requiring all repair work to be conducted indoors. Consistent with the original approval, Condition #5 has been added to this CUP Modification to also require all work be conducted indoors. This will reduce any potential land use compatibility impacts related to noise and aesthetics.

Noise: Consistent with the General Plan noise policies, an Environmental Noise Assessment was prepared for the project by Saxelby Acoustics to ensure the project complies with the sound limits identified in the City's Noise Ordinance (Chapter 9.24). The Environmental Noise Assessment is included as Attachment 2. The noise analysis concluded that the project noise levels at the nearest sensitive receptors (e.g., residential uses and the church) would not exceed the City's noise level standards. In addition, the noise levels would not cause an increase above the existing ambient noise environment at the nearby sensitive receptors. No noise mitigation measures were recommended given the project will be consistent with the City's noise level standards.

Aesthetics: The existing building was originally constructed as a self-service car wash with three pull-through bays. Roll-up doors were recently installed for the bays on the west and east elevations without review and approval of a DRP Modification. The west elevation is internal to the site, however the east elevation directly faces Bonny Knoll Road with single-family residences across the street. The Community Design Guidelines encourage service bays with roll-up doors be screened from public view by being oriented internally and away from the street frontage. The intent of this is to reduce any impacts related to noise and aesthetics, particularly when the roll-up doors are open. Although the noise study concluded that the project would not exceed the City's noise level standards, staff has concerns with the potential visual impacts. The applicant indicated the roll-up doors will remain closed while the business is in operation, however this would be difficult to enforce. Therefore, staff does not support the current design and as described below, has included a condition requiring the roll-up doors be removed and replaced with a solid wall system.

The service bays for the existing business at 1080 Douglas Boulevard are also oriented towards the street frontage along Douglas Boulevard. Alternatives to the design were considered at the time, however the circulation features on the site necessitated the positioning of the service bays. To reduce the visual impacts, a landscape planter was constructed along the site's frontage and the building was setback approximately 78 feet from Douglas Boulevard located behind a canopy. Furthermore, the service bays do not face any residential uses and are adjacent to commercial uses. In contrast, the project site directly faces existing single-family residential uses across Bonny Knoll Road. To reduce noise and visual impacts, the DRP Modification includes Condition #3, which requires the roll-up doors be removed for the auto repair bays and replaced with a solid wall system, while the roll-up door for the car wash bay can remain due to the pull-through nature of the use.

As conditioned, the proposed use is substantially consistent with the intent of the original approval, and complies with all applicable standards and requirements of the Zoning Ordinance, General Plan, and the Community Design Guidelines.

EVALUATION: DESIGN REVIEW PERMIT MODIFICATION

The evaluation of the Design Review Permit Modification has been based on the applicable development and design standards within the City's Zoning Ordinance, the General Plan, and the City's Community

Design Guidelines (CDG). Section 19.78.060(J) of the Zoning Ordinance requires two findings of fact be made in order to approve a Design Review Permit Modification. The required findings are listed below in ***italicized, bold print*** and are followed by an evaluation.

1. ***The proposed modification is substantially consistent with the intent of the original approval.***

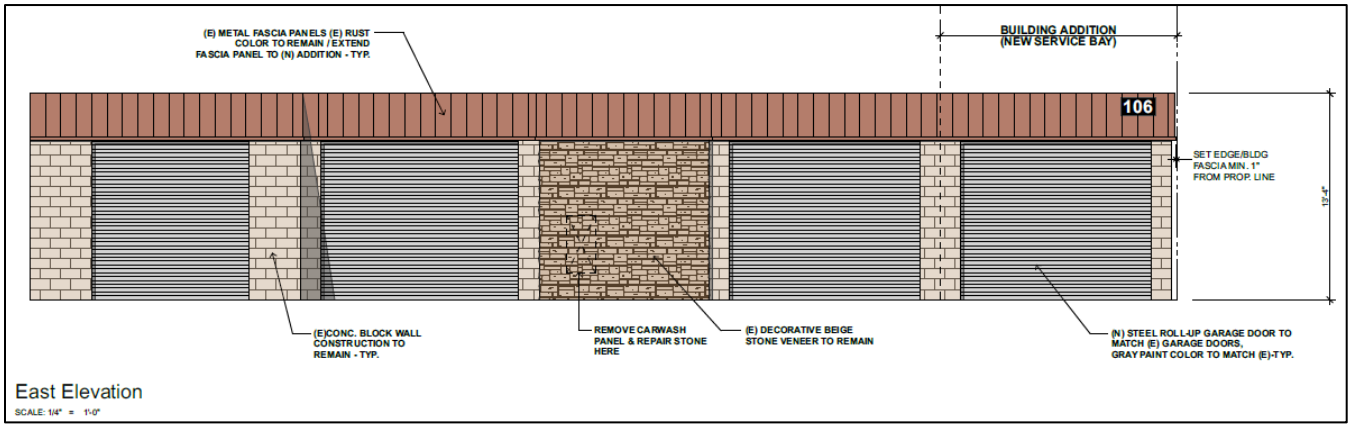
2. ***The proposed modification is in compliance with all standards and requirements of the City's Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.***

The existing building at the project site is approximately 1,916 square feet and consists of three service bays. The building is situated approximately 36 feet from the back of the sidewalk along Bonny Knoll Road to the east, 15 feet from the adjacent residence to the south, and approximately 110 feet from the Bethel Lutheran Church to the west. The proposed modifications consist of a 375-square-foot building addition on the northern portion of the building that will be used as an additional service bay for the proposed auto repair use.

Building Design: The existing building is approximately 13 feet in height and consists of a concrete block wall in a beige color, decorative stone veneer, a metal panel roof in a rust color, and steel roll-up doors. The proposed service bay addition will consist of the same colors and materials. The building is designed to complement the existing building located at 1080 Douglas Boulevard.

As shown in Figure 4 below, the applicant is proposing to keep the roll-up doors along the eastern elevation, facing Bonny Knoll Road. This design is not consistent with the intent of the CDG, which require that auto service bays be located internal to a site and not be directly facing the primary street frontage. Staff suggested alternatives to the building design, including the removal of the doors on the east elevation and incorporating a faux rock wainscot to add visual interest and texture to the façade. Consistent with the CDG, further architectural elements such as clearstory windows should be used to enhance views from the streetscape. As indicated previously, Condition #3 of the DRP Modification requires the elevations be revised to the satisfaction of the Planning Division prior to issuance of building permits.

Figure 4: East Elevation along Bonny Knoll Rd.



Vehicle Access, Circulation, and Parking: The site has two existing driveways off of Bonny Knoll Road that provide vehicle access into and out of the site. The northern driveway provides ingress only and the southern driveway provides egress only. The project was reviewed by City Engineering and Fire Department staff and was found to comply with vehicle access and circulation standards and emergency circulation requirements.

Landscaping and Lighting: The project site has an existing landscape planter along Bonny Knoll Road that measures approximately 10 feet wide and consists of three shade trees. The project is conditioned

to provide 50% shading of the parking lot as required by the CDG and is also conditioned to comply with the Water Efficient Landscape Ordinance. The final landscape plan will be reviewed as part of the improvement plans. Parking lot lighting is conditioned to comply with the CDG, which require lighting to have no glare onto adjacent residential properties. The photometric plan will be reviewed as part of the building permit process.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published in the Press Tribune on August 13, 2021 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

ENVIRONMENTAL DETERMINATION

The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, which exempts In-Fill Development Projects that meet the following criteria: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) The project site has no value, as habitat for endangered, rare or threatened species; (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) The site can be adequately served by all required utilities and public services. Consistent with this exemption, the project is located within city limits on no more than five acres and is consistent with the general plan designation and zoning designation. The site has no value as habitat for endangered, rare, or threatened species, does not result in any significant effects relating to traffic, noise, air/water quality, and can be adequately served by all required utilities and public services.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

A. Adopt the two (2) findings of fact and approve the **CONDITIONAL USE PERMIT MODIFICATION – 106 BONNY KNOLL ROAD – INFILL PCL 187 – AUTO REPAIR & CAR WASH – FILE #PL21-0081** subject to six (6) conditions of approval; and

B. Adopt the two (2) findings of fact and approve the **CONDITIONAL USE PERMIT MODIFICATION – 106 BONNY KNOLL ROAD – INFILL PCL 187 – AUTO REPAIR & CAR WASH – FILE #PL21-0081** subject to fifty-one (51) conditions of approval.

CONDITIONS OF APPROVAL FOR THE CONDITIONAL USE PERMIT MODIFICATION

1. The project is approved as shown in Exhibits A—B, and as conditioned or modified below. (Planning)

2. The project is subject to the previously approved conditions of approval for the Auto Service Roseville Special Use Permit (file #SUP 95-49) and Conditional Use Permit Modification (file #CUPMOD 97-13), except as conditioned or modified below. (Planning)

3. Project operations shall conform to the operational description included as Attachment 1. Any modifications to the operations shall require approval of a Conditional Use Permit Modification. (Planning)

4. Hours of operation shall be Monday through Saturday, 8:00 a.m. to 6:00 p.m. (Planning)

5. All vehicle service and repair activities shall occur indoors. Outdoor repair of vehicles is not permitted. (Planning)

6. Project operations shall comply with the City's Noise Ordinance. (Planning)

CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW PERMIT MODIFICATION

1. This Design Review Permit approval shall be effectuated within a period of two (2) years from **August 26, 2021** and if not effectuated shall expire on **August 26, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **August 26, 2024**. (Planning)

2. The project is approved as shown in Exhibits A—B, and as conditioned or modified below. (Planning)

3. The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)

4. The project shall be addressed as 106 Bonny Knoll Road. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty. (Engineering, Environmental Utilities, Electric, Finance)

6. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Public Works)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

7. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

    a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

    b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)

    c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.

ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.

iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

8. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

9. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

10. The project Landscape Plans shall comply with the following:

    a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

    b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

    c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

    d. The landscape plan shall comply with the Community Design Guidelines and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

    e. Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants, and trees. (Open Space, Planning)

    f. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

    g. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

    h. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

11. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

12. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed suite addressing for individual tenant spaces within the

building. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

13. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

14. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

15. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code–CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

16. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

17. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

18. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

19. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. (Alternative Transportation, Building).

20. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

21. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

22. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

23. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

24. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

25. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

26. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a. one (1) set of improvement plans

    b. load calculations

    c. electrical panel one-line drawings

27. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning, Police)

28. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning, Police)

29. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

30. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

    a. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

31. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

32. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

33. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

34. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

35. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

36. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes,

but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

37. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

    a. Locate the metered service panel on the outside of the building.

    b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

38. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

39. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

40. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)

41. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

42. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

43. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

44. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

45. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

46. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

47. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and

EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

48. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

49. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

50. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

51. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Division and shall include 10 copies of the following:

    a. A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);

    b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and

    c. An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

ATTACHMENTS

1. Operational Description
2. Environmental Noise Assessment

EXHIBITS

A. Preliminary Site Plan
B. Preliminary Drainage Plan
C. Elevations

Note to Applicant and/or Developer: Please contact 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.

PROJECT DESCRIPTION: 106 BONNY KNOLL (1080 DOUGLAS BLVD)

PROJECT GOAL:

Our goal is to convert two of the three car wash bays into auto repair uses and add one bay (about 430 s.f.) as part of the existing auto repair use at 1080 Douglas Blvd. We also wish to obtain a CUP for the existing car wash.

Our goal includes a modification of the entire exterior of the existing building at 106 Bonny Knoll, with the addition of the new bay, to match the façade of the building facing Douglas Blvd.

We wish to do this, if possible, by operating the auto repair and car wash as a single operation, without combing the existing parcels.

EXISTING CONDITIONS AND PROPOSED CHANGES:

Uses and Ownership: The project site consists of 2 parcels (1080 Douglas Blvd and 106 Bonny Knoll). Both parcels contain 4,116 s.f. of existing building area and just over 2,000 s.f. of covered space. Both parcels are completely developed and are used for auto related services (car wash and auto repair). Both parcels have the same owner, Mr. George Yandolino. Mr. Yandolino has operated the existing businesses for many years and has established a reputation as a knowledgeable, trustworthy, and high-quality auto repair business in the community.

Proposed – the applications will modify the existing CUP to bring into conformity the existing car wash in 1 bay (375 SF) and allow new auto repair uses in the 2 existing bays (763 SF). The project will also add a 3rd bay for auto repair (375 SF). Another way to rephrase the project description is to say it will convert 1,163 SF of area from car wash use to auto repair use, legalize the existing car wash in Bay 1 (375 SF), and add 375 SF of new building area for auto repair (Bay 4).

Access and parking: In total, the project site has four driveway access points to adjacent streets (1 access onto Douglas Blvd and three access points to Bonny Knoll). Parcels 1 and 2 were legally created by a previous recorded parcel map. The parcel map provided an access alley between the two parcels and another access easement to Douglas Blvd. Adequate parking is presently provided for the existing auto repair use on Parcel 1, as required by the previously issued CUP. Adequate parking also exists for the car wash bays on Parcel 2 (4 spaces), but they will be restriped and provide for an ADA path of travel as may be required by code.

Existing Permits: The parcel located at 1080 Douglas Blvd. (Parcel 1) has a valid CUP and CUP Mod for auto repair uses. The parcel located at 106 Bonny Knoll (Parcel 2) has an existing car wash consisting of 3 bays. The building at 106 Bonny Knoll Rd. also has a mechanical room and bathroom. The car wash is presently considered a legal non-conforming use because it does not have a Conditional Use Permit to operate, but the use has been grandfathered in as a legal use preceding the current Zoning Ordinance.

Landscaping: Both parcels have existing landscape strips along the frontages of Douglas Blvd and Bonny Knoll. 2-3 new shade trees will be added to provide adequate shading for the parking area, in compliance with both the Water Efficient Landscape Ordinance and Zoning Code.

Storm Water Drainage: Both parcels are fully developed. No additional pavement or resurfacing is proposed. Further, the existing drainage system on site, as shown in the Storm Drainage Exhibit, already provides drainage to each bay and the proposed bay using an oil-sand separator – no improvements or additions to the existing system appear to be needed for the uses as proposed.

Site Improvements: All dry and wet utilities are available and extended to both site and the existing buildings, which are in an urban infill area. Also, no new paved surfaces are proposed. As such, no new connection fees are expected because all existing connections are appropriately sized. Landscaping is existing, but new trees will be provided to meet the shading requirements for newly designated parking spaces.

The site has transit services available along the street frontage of Douglas Blvd.

Noise: Noise levels along Bonny Knoll Rd. are typical for both and are that contains residential and commercial uses. Noise levels measured on February 5, 2021 at 3:35 p.m. (a clear day) varied from 26 DB to 70 DB and an average sound level of 43.1 DB.

Noise levels from the self-serve car wash will be greatly reduced because the vacuums which existed along the road frontage were recently removed to facilitate the auto repair uses. Also, the self-serve car wash was open 24 hours, but hours have recently been curtailed to facilitate the proposed auto repair uses; the remaining car wash in Bay 1 is for use by employees only during normal business hours.

Noise in the City's General Plan and current municipal code are considered from both transportation sources and individual noise sources. The General Plan indicates noise levels due to transportation sources are 70 dB Ldn in the project area, primarily due the area's proximity to I-80 and Douglas Blvd. As noted above, noise levels measured for limited time periods at the site varied from 26 dB to 70 dB. Individual occurrences of noise will be greatly reduced with the removal of the self-serve car wash in two existing bays, and with the removal of related equipment along frontage of Bonny Knoll Rd.

The project will have hours of operation from 8 a.m. to 6 p.m. Monday through Saturday;

Today's modern auto repair businesses have quieter operations because the older air tools have been mostly replaced with electric hand tools (ratchet wrench, lifts). It is estimated that 10% of the tools used for the auto repair operation will reply upon air compression, while 90% of other power tools will be electrically operated. Auto repair air compression tools can generate individual noise levels as high as 105 dB according to equipment manufacturers and regulating authority information charts (e.g. OSHA).

As shown in the Noise Exhibit for the project site, simple distance separation between uses reduces noise levels at the site by more than 40 dB. Individual noise levels would not be expected to exceed 65 dB to the nearest noise sensitive land use in the worst case, unattenuated. Further, air compressors and other mechanical equipment for the proposed use will be placed inside a sound proofed room surround on three side with a block wall (4^{th} side will have an access door to an inside room), and HVAC equipment will either be roof mounted or placed behind the building. Roof mounted equipment will be behind a parapet wall along the front of the building insuring that no sound will have a potential negative impact upon the nearest residential uses.

Moreover, these types of uses were considered and are consistent with the General Plan EIR recently adopted. The site is located within a 70 dB Ldn noise contour level as a base for existing and future noise

conditions from I-80. Therefore, the existing residential uses nearby are already in an area that well exceeds the 60 dB Ldn exterior noise levels desired for residential uses, and the proposed uses are commercial in nature, consistent with the Zoning Code. Further still, noise itself is not additive. Therefore, background noise levels are the determining factor for most noise in the area.

The General Plan Noise Element states for fixed noise sources"

"Goal N1.1 Protect City residents from the harmful and annoying effects of exposure to excessive noise.

Goal N.12 Protect the economic base of the City by preventing incompatible land uses from encroaching upon existing or planned noise-producing uses.

Policy N1.3 The City's exterior noise compatibility standards for uses affected by non-transportation-related noise are defined within the City's Noise Ordinance and should be applied consistent with the Noise Ordinance."

In summary, as proposed the project should not generate noises that would exceed the City's Noise Ordinance standards.

The proposed business will have hours of operation, Monday through Saturday, from 8 am to 6 pm.

The nearest residential building at 105 Bonny Knoll Drive is over 135-feet from the proposed auto repair bays and 117 feet from Bay 1 (a car wash bay). The residential use, a noise sensitive use, has its property line approximately 104 feet in distance from the nearest auto repair bay on-site; distance alone reduces noise levels by 40 dB. The same home and residential use is less than 70-feet away from the existing outdoor order station at Popeye's Restaurant, an existing noise generator, and is subject to existing and projected freeway noise levels as shown in the City's General Plan and most recent General Plan EIR.

Compressors will be placed with an enclosed room constructed with masonry block walls. HVAC equipment would be roof mounted and screened from a direct line of site (and sound) in accordance with the City's Design Guidelines. Approximately 90% of the tools used in the auto repair operation will be electric power tools, not relying upon compressors for power. The other 10% of power tools used which reply upon air compressors could be expected to have maximum noise levels of 105 dB from time to time. As such, the sound levels at the nearest property line for a sensitive land use would be expected to be 65 Db during normal business hours without any further sound attenuation.

Environmental Noise Assessment

106 Bonny Knoll Auto Repair and Car Wash

City of Roseville, California

June 22, 2021

Project #210506

Prepared for:

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INTRODUCTION

The proposed project includes the conversion of two existing unused car wash bays into auto repair bays and the addition of a third auto repair bay. One existing bay contains an car wash which will continue to operate without changes to operations. The project is located at the existing Auto Service of Roseville (ASR) repair facility located at the southwestern corner of the intersection of Douglas Boulevard and Bonny Knoll Road in the City of Roseville, California. This analysis will evaluate the potential of the proposed project to generate noise levels exceeding the applicable the City of Roseville exterior noise level standards at existing noise-sensitive receptors or to substantially increase existing noise levels. Adjacent land uses include residences to the east and south of the project site and commercial uses to the north and west of the project site. A church lies directly west of the project site and includes an outdoor playground for children.

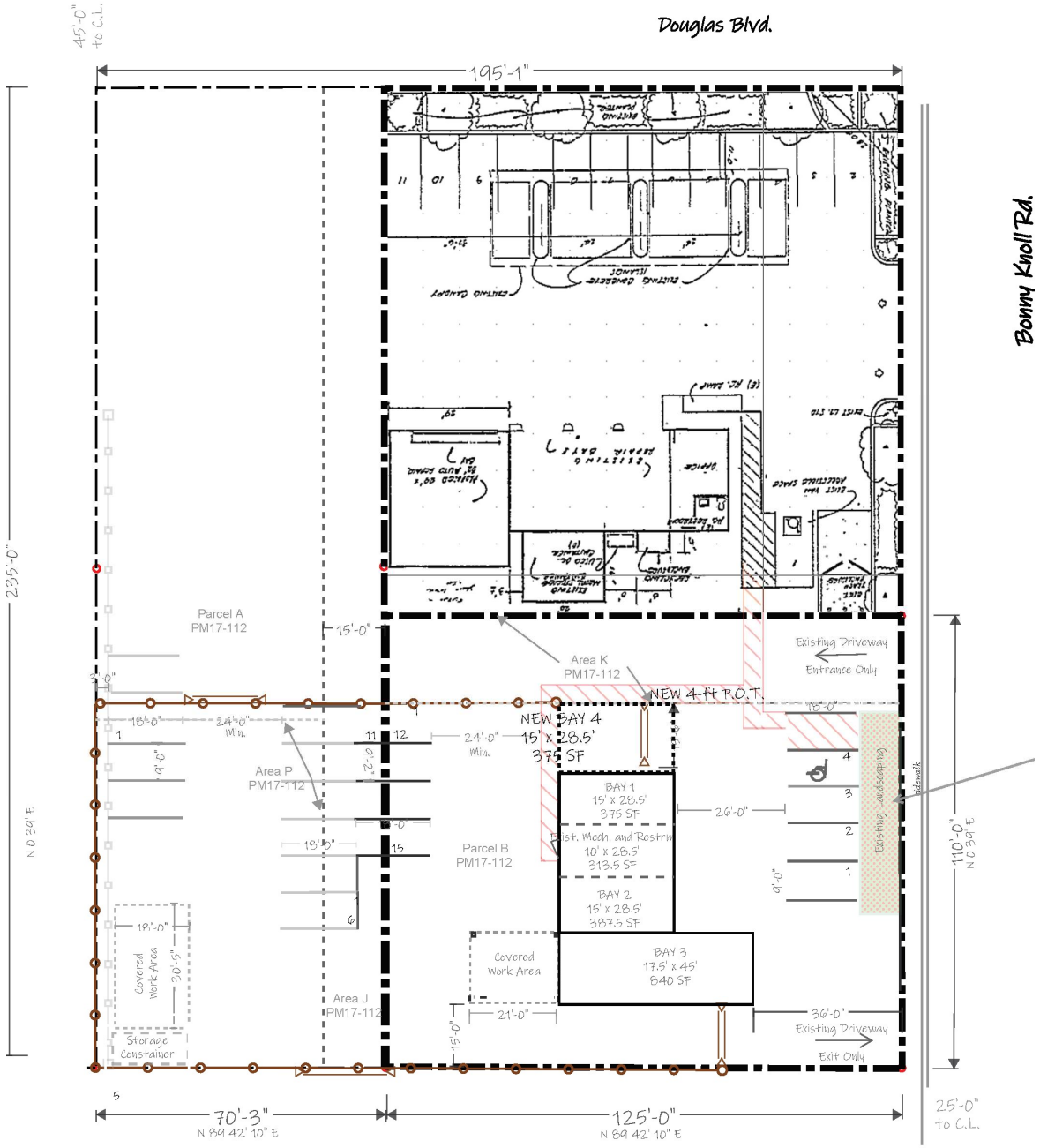
Figure 1 shows the project site plan. **Figure 2** shows an aerial photo of the project site.

106 Bonny Knoll Auto Repair and Car Wash

City of Roseville, California

Figure 1

Project Site Plan



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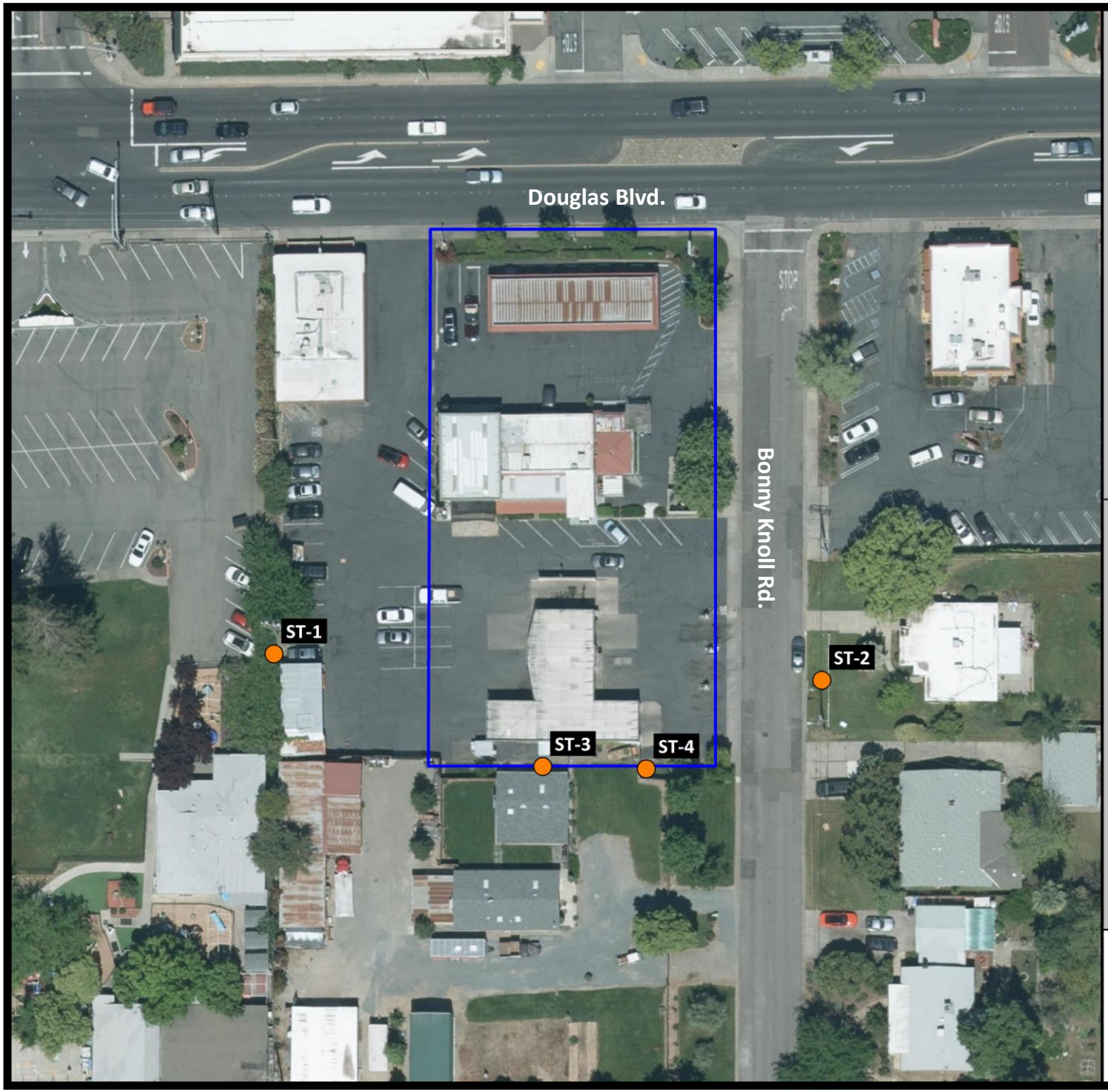

Bonny Knoll Auto Repair

Roseville, California

Figure 2

Noise Measurement Sites

Legend

- Project Site
- Noise Measurement - Short Term

0 ft 50 ft 100 ft

Projection: Mercator / WGS84 / meters
Rev. Date: 06/24/2021

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ENVIRONMENTAL SETTING

BACKGROUND INFORMATION ON NOISE

Fundamentals of Acoustics

Acoustics is the science of sound. Sound may be thought of as mechanical energy of a vibrating object transmitted by pressure waves through a medium to human (or animal) ears. If the pressure variations occur frequently enough (at least 20 times per second), then they can be heard and are called sound. The number of pressure variations per second is called the frequency of sound, and is expressed as cycles per second or Hertz (Hz).

Noise is a subjective reaction to different types of sounds. Noise is typically defined as (airborne) sound that is loud, unpleasant, unexpected or undesired, and may therefore be classified as a more specific group of sounds. Perceptions of sound and noise are highly subjective from person to person.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals), as a point of reference, defined as 0 dB. Other sound pressures are then compared to this reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB, and changes in levels (dB) correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by A-weighted sound levels. There is a strong correlation between A-weighted sound levels (expressed as dBA) and the way the human ear perceives sound. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels, but are expressed as dB, unless otherwise noted.

The decibel scale is logarithmic, not linear. In other words, two sound levels 10-dB apart differ in acoustic energy by a factor of 10. When the standard logarithmic decibel is A-weighted, an increase of 10-dBA is generally perceived as a doubling in loudness. For example, a 70-dBA sound is half as loud as an 80-dBA sound, and twice as loud as a 60 dBA sound.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given environment. A common statistical tool is the average, or equivalent, sound level (L_{eq}), which corresponds to a steady-state A weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour). The L_{eq} is the foundation of the composite noise descriptor, L_{dn}, and shows very good correlation with community response to noise.

The day/night average level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10-decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though

they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment.

Table 1 lists several examples of the noise levels associated with common situations. **Appendix A** provides a summary of acoustical terms used in this report.

TABLE 1: TYPICAL NOISE LEVELS

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	--110--	Rock Band
Jet Fly-over at 300 m (1,000 ft.)	--100--	
Gas Lawn Mower at 1 m (3 ft.)	--90--	
Diesel Truck at 15 m (50 ft.), at 80 km/hr. (50 mph)	--80--	Food Blender at 1 m (3 ft.) Garbage Disposal at 1 m (3 ft.)
Noisy Urban Area, Daytime Gas Lawn Mower, 30 m (100 ft.)	--70--	Vacuum Cleaner at 3 m (10 ft.)
Commercial Area Heavy Traffic at 90 m (300 ft.)	--60--	Normal Speech at 1 m (3 ft.)
Quiet Urban Daytime	--50--	Large Business Office Dishwasher in Next Room
Quiet Urban Nighttime	--40--	Theater, Large Conference Room (Background)
Quiet Suburban Nighttime	--30--	Library
Quiet Rural Nighttime	--20--	Bedroom at Night, Concert Hall (Background)
	--10--	Broadcast/Recording Studio
Lowest Threshold of Human Hearing	--0--	Lowest Threshold of Human Hearing
Source: Caltrans, Technical Noise Supplement, Traffic Noise Analysis Protocol. September, 2013.		

Effects of Noise on People

The effects of noise on people can be placed in three categories:

- Subjective effects of annoyance, nuisance, and dissatisfaction
- Interference with activities such as speech, sleep, and learning
- Physiological effects such as hearing loss or sudden startling

Environmental noise typically produces effects in the first two categories. Workers in industrial plants can experience noise in the last category. There is no completely satisfactory way to measure the subjective effects of noise or the corresponding reactions of annoyance and dissatisfaction. A wide variation in individual thresholds of annoyance exists and different tolerances to noise tend to develop based on an individual's past experiences with noise.

Thus, an important way of predicting a human reaction to a new noise environment is the way it compares to the existing environment to which one has adapted: the so-called ambient noise level. In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will be judged by those hearing it.

With regard to increases in A-weighted noise level, the following relationships occur:

- Except in carefully controlled laboratory experiments, a change of 1-dBA cannot be perceived;
- Outside of the laboratory, a 3-dBA change is considered a just-perceivable difference;
- A change in level of at least 5-dBA is required before any noticeable change in human response would be expected; and
- A 10-dBA change is subjectively heard as approximately a doubling in loudness, and can cause an adverse response.

Stationary point sources of noise – including stationary mobile sources such as idling vehicles – attenuate (lessen) at a rate of approximately 6-dB per doubling of distance from the source, depending on environmental conditions (i.e. atmospheric conditions and either vegetative or manufactured noise barriers, etc.). Widely distributed noises, such as a large industrial facility spread over many acres, or a street with moving vehicles, would typically attenuate at a lower rate.

EXISTING AMBIENT NOISE LEVELS

The existing ambient noise environment in the project vicinity is primarily defined by traffic on the local roadways adjacent to the project site, including Douglas Boulevard and Bonny Knoll Road.

To quantify the existing ambient noise environment on the project site, Saxelby Acoustics conducted a noise measurement survey. The noise measurement location is shown on **Figure 2**. A summary of the noise level measurement survey results is provided in **Table 2**. **Appendix B** contains the complete results of the noise monitoring.

The sound level meter was programmed to record the maximum, median, and average noise levels at each site during the survey. The maximum value, denoted L_{max}, represents the highest noise level measured. The average value, denoted L_{eq}, represents the energy average of all of the noise received by the sound level meter microphone during the monitoring period. The median value, denoted L_{50}, represents the sound level exceeded 50 percent of the time during the monitoring period.

A Larson Davis Laboratories (LDL) Model 831 precision integrating sound level meter was used for the ambient noise level measurement survey. The meter was calibrated before and after use with a CAL200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all pertinent specifications of the American National Standards Institute for Type 1 sound level meters (ANSI S1.4).

TABLE 2: SUMMARY OF EXISTING BACKGROUND NOISE MEASUREMENT DATA

Site	Date	Time	Measured Sound Level, dB			Notes
			L_{eq}	L_{50}	L_{max}	
ST-1	5/28/2021	2:57 p.m.	65	52	95	Primary noise source is traffic on Douglas Blvd. Secondary noise source is existing repair facility noise.
ST-2		3:30 p.m.	55	53	66	Primary noise source is traffic on Douglas Blvd. and Bonny Knoll Lane.1 Secondary noise source is existing repair facility noise.
ST-3		3:45 p.m.	65	52	78	Primary noise source is car wash blowers. Traffic from car wash is secondary noise source.
ST-4		3:51 p.m.	62	53	76	Primary noise source is car wash blowers. Traffic on Douglas Blvd is secondary noise source.

REGULATORY CONTEXT

FEDERAL

There are no federal regulations related to noise that apply to the Proposed Project.

STATE

There are no state regulations related to noise that apply to the Proposed Project.

LOCAL

City of Roseville General Plan

The City of Roseville General Plan Noise Element Table 1X-3 (**Table 3**) establishes an acceptable exterior noise level of 50 dBA L_{eq} for daytime (7:00 a.m. to 10:00 p.m.) for stationary noise sources.

TABLE 3: CITY OF ROSEVILLE NOISE ELEMENT TABLE 1X-3

TABLE IX-3

PERFORMANCE STANDARDS
FOR NON-TRANSPORTATION NOISE SOURCES
OR PROJECTS AFFECTED BY NON-TRANSPORTATION NOISE SOURCES
(As Measured at the Property Line of Noise-Sensitive Uses)

Noise Level Descriptor	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
Hourly L_{eq}, dB	50	45
Maximum level, dB	70	65

[1] For municipal power plants consisting primarily of broadband, steady state noise sources, the hourly (Leq) noise standard may be increased up to 10 dB(A), but not exceed 55 dB(A) Hourly Leq dB.

Each of the noise levels specified above should be lowered by five dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. Such noises are generally considered by residents to be particularly annoying and are a primary source of noise complaints. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).

No standards have been included for interior noise levels. Standard construction practices should, with exterior noise levels identified, result in acceptable interior noise levels.

SOURCE: CITY OF ROSEVILLE GENERAL PLAN NOISE ELEMENT 2035.

Based upon review of the City of Roseville General Plan Noise Element standards, hourly noise level limits of 50 dBA L_{eq} during the daytime (7:00 a.m. to 10:00 p.m.) and 45 dBA L_{eq} during the nighttime (10:00 p.m. to 7 a.m.) will be applied to the proposed project.

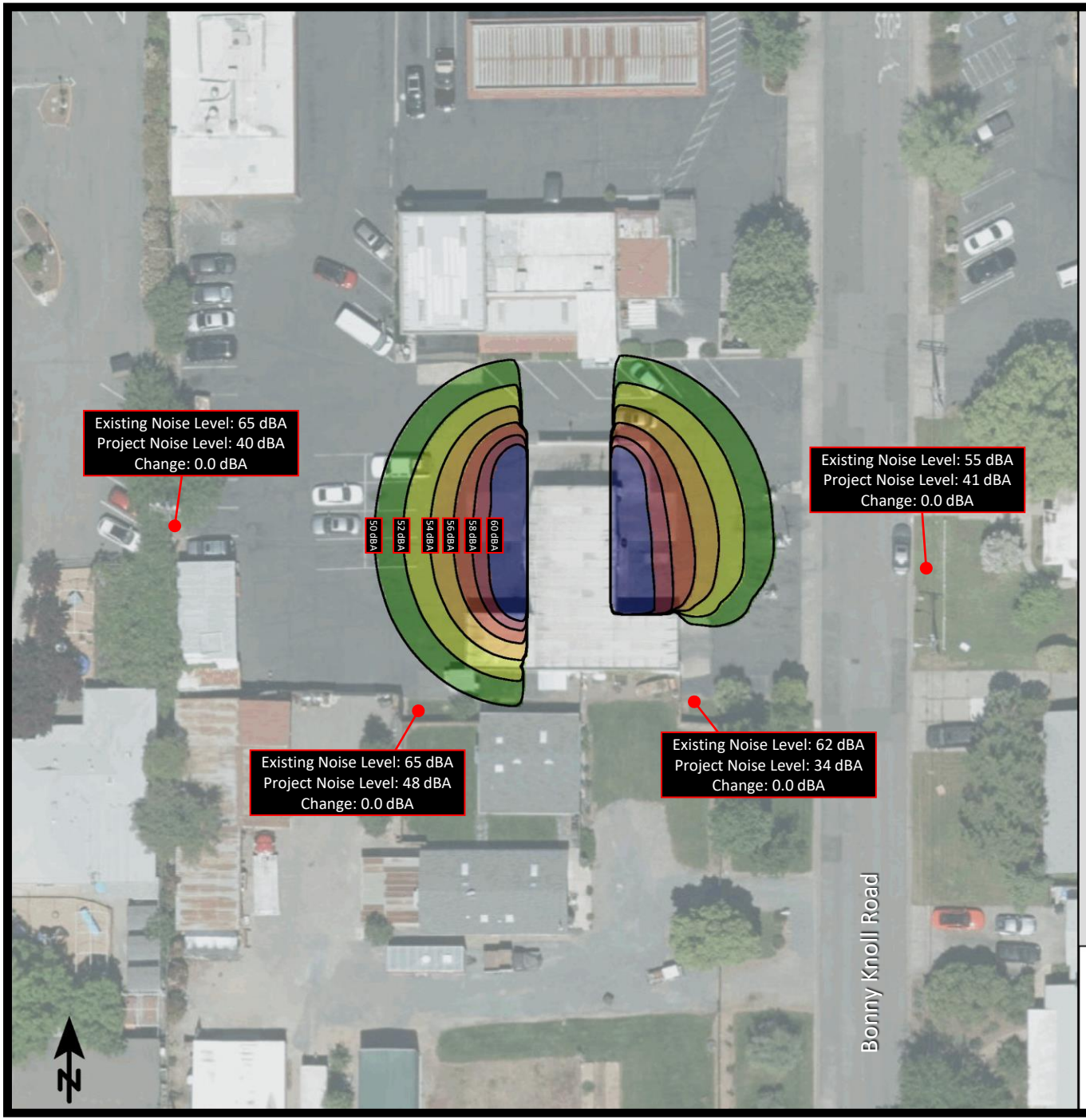
EVALUATION OF PROJECT-GENERATED NOISE AT RESIDENTIAL RECEPTORS

The proposed project includes the conversion of two existing unused car wash bays into auto repair bays, the addition of a third auto repair bay, and the continued operation of the existing car wash. Therefore, this analysis assumes continuous operation of those three repair bays.

Based upon previous measurements of a similar automotive repair facility, it is expected that three auto maintenance bays would generate noise levels of 51 dBA L_{eq} at 60 feet. Operations include the use of hand tools, lift noise, vehicle engine noise, talking by repair technicians, use of a vacuum cleaner, and use of compressed air.

Saxelby Acoustics used the SoundPLAN noise prediction model. Inputs to the model included sound power levels for three proposed auto repair bays, existing and proposed buildings, terrain type, and locations of sensitive receptors. The model does not include the existing permitted uses which will continue to operate. The noise from those existing facilities is represented by the ambient noise measurements collected for the project. These predictions are made in accordance with International Organization for Standardization (ISO) standard 9613-2:1996 (Acoustics – Attenuation of sound during propagation outdoors). ISO 9613 is the most commonly used method for calculating exterior noise propagation.

Figure 3 shows the predicted project noise level contours in terms of the average (L_{eq}) noise descriptor. **Figure 4** shows the predicted project noise level contours in terms of the maximum (L_{max}) noise descriptor.



106 Bonny Knoll Auto Repair and Car Wash

City of Roseville, California

Figure 3

Project Noise Contours (dBA L_{eq})

Signs and symbols

Levels in dB(A)

<= 50
50 - 52
52 - 54
54 - 56
56 - 58
58 - 60
> 60

1 : 700

0 3.5 7 14 21 28 m

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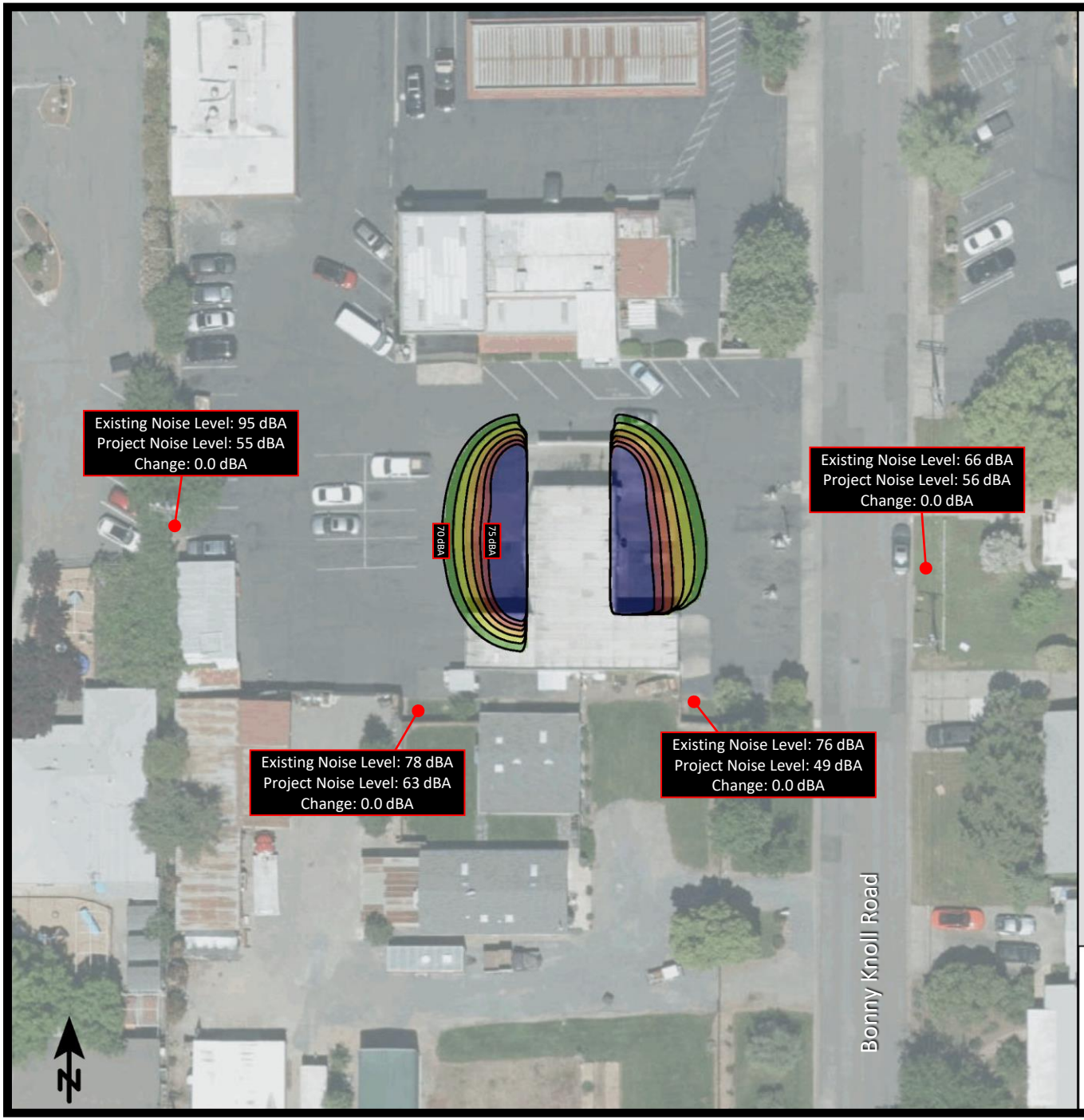

106 Bonny Knoll Auto Repair and Car Wash

City of Roseville, California

Figure 4

Project Noise Contours (dBA L_{max})

Signs and symbols

Levels in dB(A)

- <= 70
- 70 - 71
- 71 - 72
- 72 - 73
- 73 - 74
- 74 - 75
- > 75

1 : 700

0 3.5 7 14 21 28 m

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CONCLUSIONS

The noise analysis indicates that project noise levels at the existing single-family residential uses would be less than 50 dBA L_{eq} and 70 dBA L_{max}. Specifically, project-related noise levels at the nearest receptors are predicted to range between 34-48 dBA L_{eq} and 49-63 dBA L_{max}. These noise levels would not cause an increase above the existing ambient noise environment at the nearby sensitive receptors. Nighttime (10:00 p.m. to 7:00 a.m.) operation is not expected to occur. Therefore, no additional noise control measures are recommended.

Appendix A: Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
ASTC	Apparent Sound Transmission Class. Similar to STC but includes sound from flanking paths and correct for room reverberation. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by +5 dBA and nighttime hours weighted by +10 dBA.
DNL	See definition of Ldn.
IIC	Impact Insulation Class. An integer-number rating of how well a building floor attenuates impact sounds, such as footsteps. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz (Hz).
Ldn	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
Lmax	The highest root-mean-square (RMS) sound level measured over a given period of time.
L(n)	The sound level exceeded a described percentile over a measurement period. For instance, an hourly L50 is the sound level exceeded 50% of the time during the one-hour period.
Loudness	A subjective term for the sensation of the magnitude of sound.
NIC	Noise Isolation Class. A rating of the noise reduction between two spaces. Similar to STC but includes sound from flanking paths and no correction for room reverberation.
NNIC	Normalized Noise Isolation Class. Similar to NIC but includes a correction for room reverberation.
Noise	Unwanted sound.
NRC	Noise Reduction Coefficient. NRC is a single-number rating of the sound-absorption of a material equal to the arithmetic mean of the sound-absorption coefficients in the 250, 500, 1000, and 2,000 Hz octave frequency bands rounded to the nearest multiple of 0.05. It is a representation of the amount of sound energy absorbed upon striking a particular surface. An NRC of 0 indicates perfect reflection; an NRC of 1 indicates perfect absorption.
RT60	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 Sabin.
SEL	Sound Exposure Level. SEL is a rating, in decibels, of a discrete event, such as an aircraft flyover or train pass by, that compresses the total sound energy into a one-second event.
SPC	Speech Privacy Class. SPC is a method of rating speech privacy in buildings. It is designed to measure the degree of speech privacy provided by a closed room, indicating the degree to which conversations occurring within are kept private from listeners outside the room.
STC	Sound Transmission Class. STC is an integer rating of how well a building partition attenuates airborne sound. It is widely used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations. The STC rating is typically used to rate the sound transmission of a specific building element when tested in laboratory conditions where flanking paths around the assembly don't exist. A larger number means more attenuation. The scale, like the decibel scale for sound, is logarithmic.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.
Impulsive	Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.
Simple Tone	Any sound which can be judged as audible as a single pitch or set of single pitches.

Appendix B:
Ambient Noise Measurement Results

Appendix B1 : Short Term Noise Monitoring Results

Site: ST-1
Project: Bonny Knoll Auto Repair Facility
Location: Car Wash Blowers E Boundary
Coordinates: 38.743260°, -121.275730°
Meter: LDL 831-4
Calibrator: CAL200

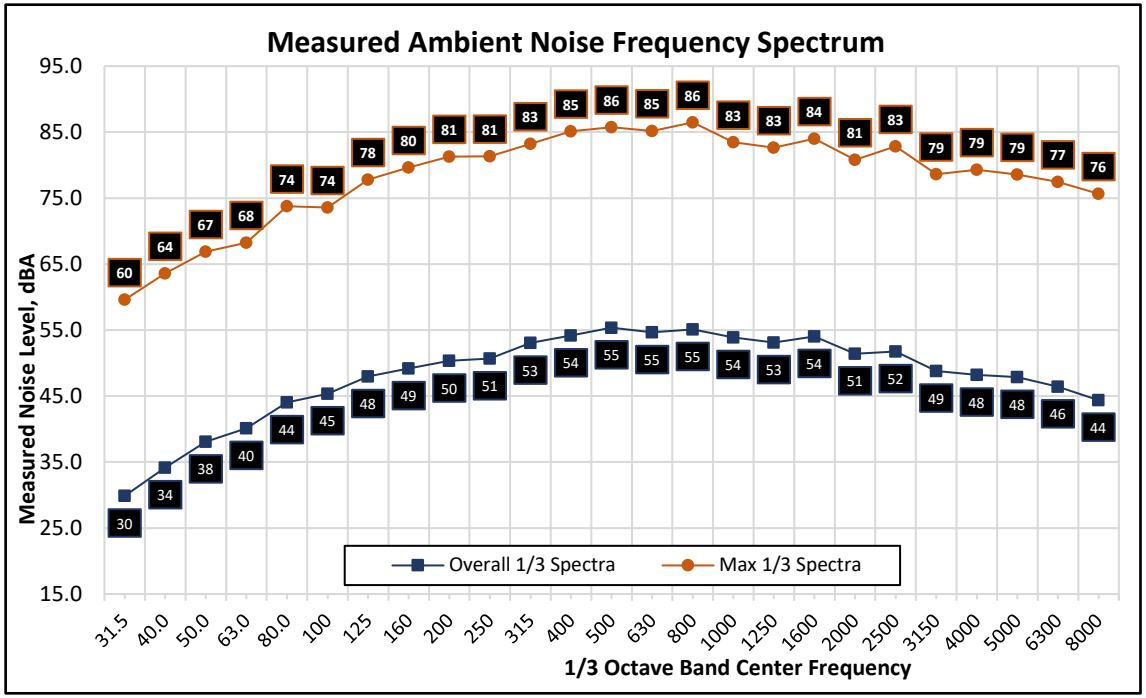
Start: 2021-05-28 14:57:09
Stop: 2021-05-28 15:42:15
SLM: Model 831
Serial: 2893

Measurement Results, dBA

Duration:	0:44
L_{eq}:	65
L_{max}:	95
L_{min}:	44
L_{50}:	52
L_{90}:	48

Notes

Car wash blowers were primary noise source, traffic was secondary noise source. Vacuum was sort of a primary source since it was almost as loud as the blowers. Lmax caused by passing pickups and commercial activity at adjacent uses.



Appendix B2 : Short Term Noise Monitoring Results

Site: ST-2
Project: Bonny Knoll Auto Repair Facility
Meter: LDL 831-5
Location: Street Adjacent to Car Wash W Boundary
Calibrator: CAL200
Coordinates: 38.743380°, -121.276050°

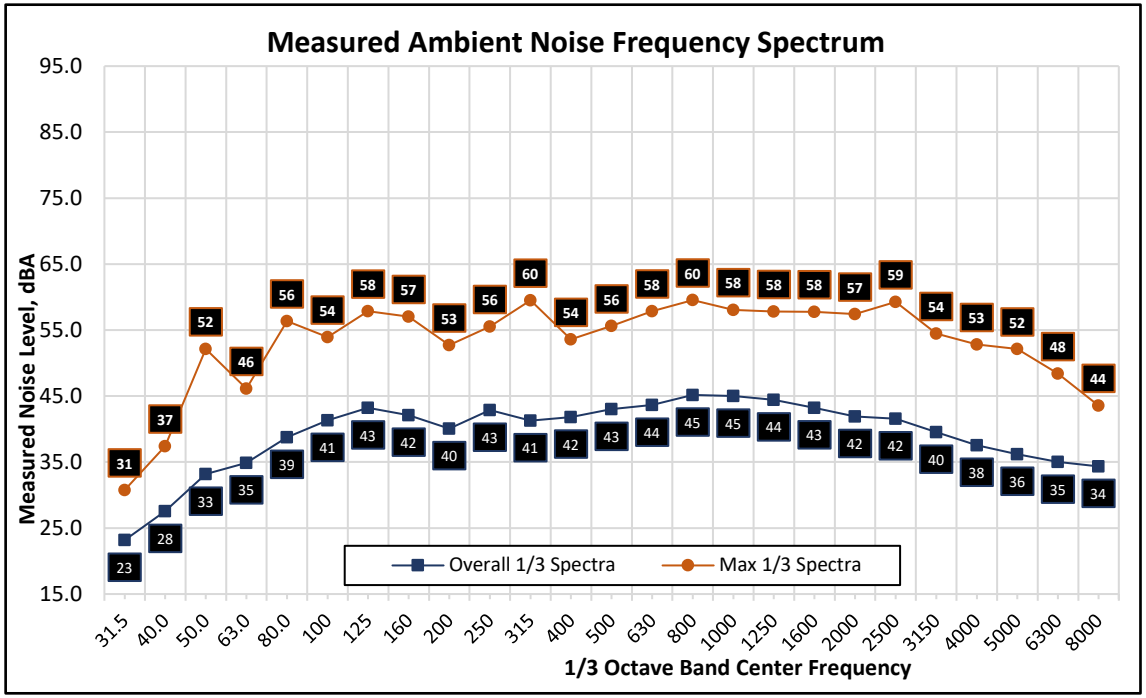
Start: 2021-05-28 15:30:09
Stop: 2021-05-28 15:40:26
SLM: Model 831
Serial: 2658

Measurement Results, dBA

Duration:	0:10
L_{eq}:	55
L_{max}:	66
L_{min}:	47
L_{50}:	53
L_{90}:	49

Notes

Car wash blowers were primary noise source, and cars exiting from car wash were secondary noise source.



Appendix B3 : Short Term Noise Monitoring Results

Site: ST-3
Project: Bonny Knoll Auto Repair Facility
Meter: LDL 831-4
Location: Car Wash Entrance Southern Boundary
Calibrator: CAL200
Coordinates: 38.743380°, -121.275460°

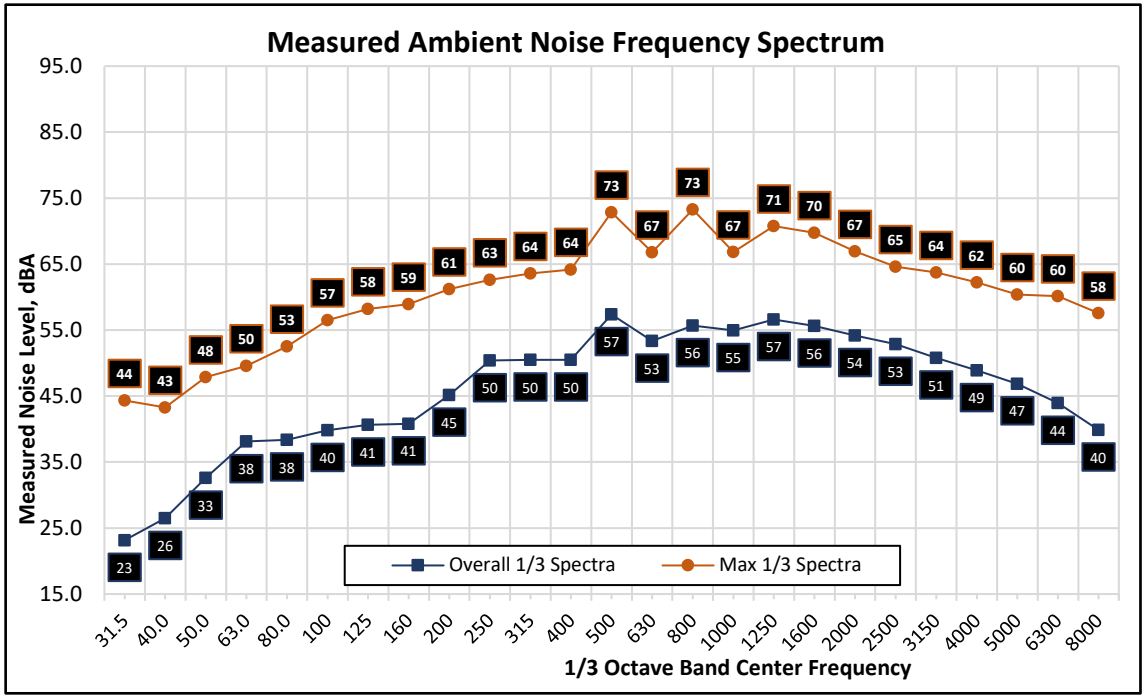
Start: 2021-05-28 15:45:41
Stop: 2021-05-28 16:19:29
SLM: Model 831
Serial: 2893

Measurement Results, dBA

Duration:	0:33
L_{eq}:	65
L_{max}:	78
L_{min}:	44
L_{50}:	52
L_{90}:	48

Notes

Car wash blowers were primary noise source, and cars exiting from car wash were secondary noise source.



Appendix B4 : Short Term Noise Monitoring Results

Site: ST-4
Project: Bonny Knoll Auto Repair Facility
Location: Car Wash Exit Southern Boundary
Coordinates: 38.743400°, -121.276310°

Meter: LDL 831-5
Calibrator: CAL200

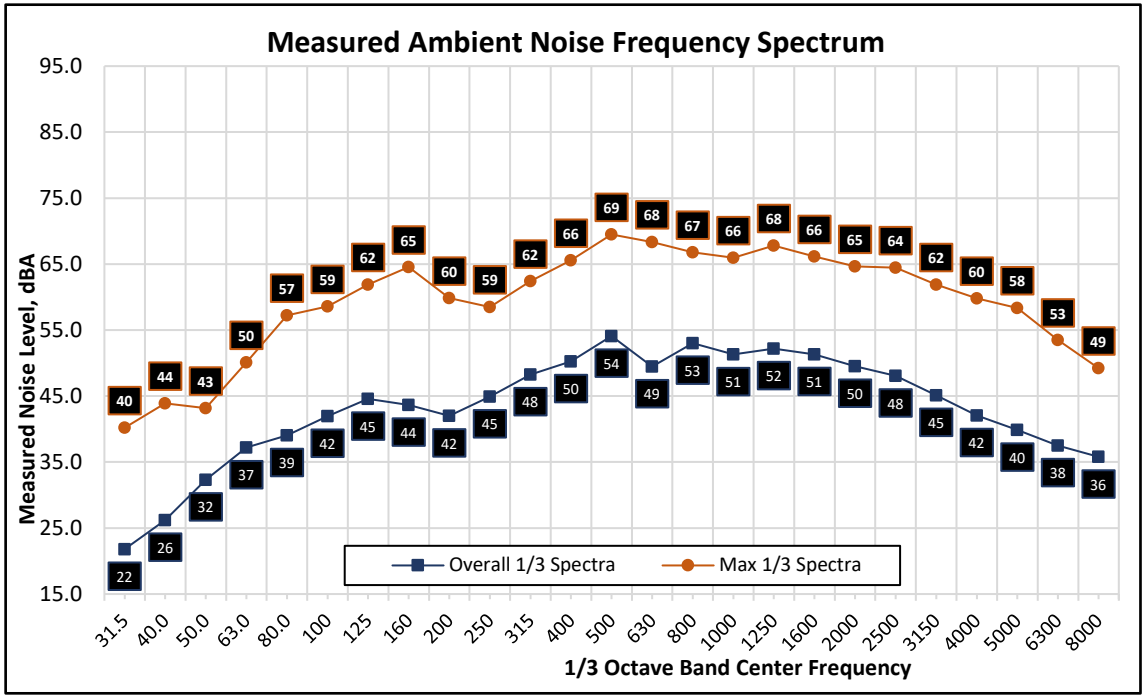
Start: 2021-05-28 15:51:06
Stop: 2021-05-28 16:18:45
SLM: Model 831
Serial: 2658

Measurement Results, dBA

Duration:	0:27
L_{eq}:	62
L_{max}:	76
L_{min}:	46
L_{50}:	53
L_{90}:	49

Notes

Car wash blowers were primary noise source, traffic was secondary noise source.



Development Services Department
Planning Division
311 Vernon Street
Roseville, California 95678-2649

August 30, 2021

Michael Wixon
MSW Consulting
1407 Vinmar Court
Roseville, CA 95661
msw_consulting@outlook.com

George H Yandolino
1080 Douglas Blvd.
Roseville, CA 95678
george@wefixitright.com

SUBJECT: INFILL PCL 187 – Auto Repair & Car Wash
File # PL21-0081
Citywide Job # 190644

On **AUGUST 26, 2021** the *Planning Commission* **APPROVED** the **CONDITIONAL USE PERMIT** and **DESIGN REVIEW PERMIT MODIFICATION** to convert two of the three existing car wash bays into auto repair uses, add one bay for auto repair, and modify the building exterior located at **106 BONNY KNOLL RD**.

EXPIRATION DATE
You have two (2) years from the date of the Planning Commission's approval in which to effectuate the permit, or else the **CONDITIONAL USE PERMIT** and **DESIGN REVIEW PERMIT MODIFICATION** approval becomes null and void.

The expiration date of this request is **AUGUST 26, 2023**.

EXTENSION OF PERMIT
You may request that a permit be extended for a period up to a maximum of one (1) year. An application for an extension shall be submitted to the Planning Division prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

FEE NOTIFICATION
Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk**.

APPEAL PROCEDURE

The decision of the Planning Commission is final unless appealed. This decision must be appealed to the ***City Council*** by filing a written appeal and paying the required fee **within *ten (10)* calendar days of August 26, 2021. The appeal shall be filed with the *City Clerk***.

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section I094.6. (See Roseville City Council Resolution No. 82-8I)

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT MODIFICATION

1. The project is approved as shown in Exhibits A—B, and as conditioned or modified below. (Planning)

2. The project is subject to the previously approved conditions of approval for the Auto Service Roseville Special Use Permit (file #SUP 95-49) and Conditional Use Permit Modification (file #CUPMOD 97-13), except as conditioned or modified below. (Planning)

3. Project operations shall conform to the operational description included as Attachment 1. Any modifications to the operations shall require approval of a Conditional Use Permit Modification. (Planning)

4. Hours of operation shall be Monday through Saturday, 8:00 a.m. to 6:00 p.m. (Planning)

5. All vehicle service and repair activities shall occur indoors. Outdoor repair of vehicles is not permitted. (Planning)

6. Project operations shall comply with the City's Noise Ordinance. (Planning)

CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW PERMIT MODIFICATION

1. This Design Review Permit approval shall be effectuated within a period of two (2) years from **August 26, 2021** and if not effectuated shall expire on **August 26, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **August 26, 2024**. (Planning)

2. The project is approved as shown in Exhibits A—B, and as conditioned or modified below. (Planning)

    a. The existing razor wire on top of the fencing that surrounds the project building shall be removed prior to issuance of building permits. The privacy slats may remain. (Planning)

3. The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay

may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)

4. The project shall be addressed as 106 Bonny Knoll Road. All projects with multi-tenants or buildings must submit a site plan with building footprint(s) to the Development Services Department (Business Services – Addressing) for building/suite addressing. (Business Services)

5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty. (Engineering, Environmental Utilities, Electric, Finance)

6. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Public Works)

PRIOR TO ISSUANCE OF BUILDING PERMITS:

7. Parking lot design shall conform to the City's design standards, including the following minimum standards for parking stalls:

    a. All parking stalls shall be double-striped. Parking stalls adjacent to sidewalks, landscaped areas or light fixtures, and all Accessible stalls shall abut a 6-inch raised curb or concrete bumper. (Planning)

    b. Standard – 9 feet x 18 feet; Compact – 9 feet x 16 feet; Accessible – 14 feet x 18 feet (a 9-foot-wide parking area plus a 5-foot-wide loading area) and a minimum of one (1) parking space shall be Accessible van accessible – 17 feet x 18 feet (9-foot-wide parking area plus an 8-foot-wide loading area). (Planning)

    c. An 'exterior routes of travel' site accessibility plan incorporating slope, cross-slope, width, pedestrian ramps, curb ramps, handrails, signage, detectable warnings or speed limit signs or equivalent means shall comprise part of the site improvement plans submitted to City for review, prior to building plan check approvals. This site accessibility plan shall also include:

        i. Accessible parking stalls shall be dispersed and located closest to accessible entrances. The total number of accessible parking spaces shall be established by Table 11B-208.2 of the CBC.

        ii. Accessible Parking spaces and crosswalks shall be signed, marked and maintained as required by Chapter 11 of the CBC.

iii. Accessible parking and exterior route of travel shall comply with CBC, Sections 11B-206 and 11B-208. (Building)

8. Signs and/or striping shall be provided on-site as required by the Planning Department to control on-site traffic movements. Parking lot striping and signage shall be maintained in a visible and legible manner. (Planning)

9. The plans submitted to the Building Division for permits shall indicate all approved revisions/alterations as approved by the Commission including all conditions of approval. (Planning)

10. The project Landscape Plans shall comply with the following:

    a. The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines; backflow preventers; fire department connections; and public water, sewer, and storm drain facilities. (Planning, Fire, Environmental Utilities, Electric, Engineering)

    b. The tree plantings in the parking lot shall be designed to provide a minimum of 50% shade coverage after 15 years. (Planning)

    c. At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)

    d. The landscape plan shall comply with the Community Design Guidelines and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Environmental Utilities)

    e. Landscaping adjacent to preserve areas shall consist of California native, drought-tolerant groundcover, shrubs, plants, and trees. (Open Space, Planning)

    f. All landscaping in areas containing electrical service equipment shall conform to the Electric Department's Landscape Requirements and Work Clearances as outlined in Section 10.00 of the Departments "Specification for Commercial Construction." (Electric)

    g. Slopes within landscape planters shall be no more than 3:1. A two-foot flat bench located at back-of-walk shall be included in the landscape area to slow or allow absorption of nuisance run-off from the planters. (Parks, Recreation, and Libraries)

    h. All landscaping shall conform to the standards of crime prevention through environmental design with the intent to create natural surveillance, controlling access, and territorial reinforcement to property boundaries. (Police)

11. Any roof-mounted equipment and satellite dishes proposed shall be shown on the building plans. The equipment shall be fully screened from public streets and the surrounding properties. (Planning)

12. At the time of building permit application and plan submittal, the project applicant shall submit a proposed plan which shows the proposed suite addressing for individual tenant spaces within the building. The Building Official, or the designee, shall approve said plan prior to building permit approval. Refer to the *City of Roseville Addressing Guidelines*. (Building)

13. A separate Architectural Site Accessibility Plan which details the project's site accessibility information as required by California Title 24, Part 2 shall be submitted as part of the project Building Permit Plans. (Building)

14. For Multiple Building Complexes: As part of the required Architectural Site Accessibility Plan, the developer shall delineate the extent of the site accessibility improvements being installed as part of the initial improvements for the project, and those that are planned to be developed as part of subsequent phases (i.e. around future pad buildings). (Building)

15. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code–CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)

16. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department. (Building)

17. For restaurants, other food services, or commercial swimming pools: The developer shall obtain all required approvals and permits from the Placer County Health Department and the City of Roseville Industrial Waste Division. (Building, Environmental Utilities)

18. Maintenance of copy of building plans: Health and Safety Code section 19850 requires the building department of every city or county to maintain an official copy of the building plans for the life of the building. As such, each individual building shall be submitted as a separate submittal package. Building plan review, permit issuance and archiving is based on each individual building address. (Building)

19. Bike parking and clean air vehicle spaces shall be provided per the California Green Building Standards. Bike rack/locker design and location shall be approved by Alternative Transportation. (Alternative Transportation, Building).

20. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

21. Trash enclosures, recycling areas, and enclosure approaches shall be designed to current Refuse Division specifications, the materials and colors shall match the building, and the location of such

facilities shall be reviewed and approved by the Refuse Division, Planning and the Fire Department. The enclosure must have inside dimensions of 12 feet wide and 9 feet deep and be built to the specifications of the Solid Waste Department's Enclosure Description. (Refuse, Planning, Fire)

22. Access to trash enclosures shall have an inside turning radius of 25 feet and an outside turning radius of 45 feet must be maintained to allow the refuse truck access to and from the enclosure. Enclosures must have a clear approach of 65 feet in front of the enclosure to allow servicing bins. (Refuse)

23. A trash enclosure and recycling enclosure is required for each building and each tenant, otherwise, the building owner is responsible for the trash service. (Refuse)

24. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)

25. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)

26. The Electric Department requires the submittal of the following information in order to complete the final electric design for the project:

    a. one (1) set of improvement plans

    b. load calculations

    c. electrical panel one-line drawings

27. All on-site external lighting shall be installed and directed to have no off-site glare. Lighting within the parking areas and pedestrian walkways shall provide a maintained minimum of one (1) foot-candle, and 0.5 foot-candle of light, respectively. All exterior light fixtures shall be vandal resistant. (Planning, Police)

28. The parking lot shall have properly posted signs that state the use of the parking area is for the exclusive use of employees and customers of this project. (See California Vehicle Code Sections 22507.8, 22511.5, 22511.8, 22658(a), and the City of Roseville Municipal Code Section 11.20.110). The location of the signs shall be shown on the approved site plan. (Planning, Police)

29. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

DURING CONSTRUCTION & PRIOR TO ISSUANCE OF OCCUPANCY PERMITS:

30. The following easements shall be provided by separate instrument and shown on the site plan, unless otherwise provided for in these conditions:

a. Additional internal easements will be required to cover primary electrical facilities to the project when the final electrical design is completed. (Electric)

31. Water, sewer and reclaimed water shall be constructed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. (Environmental Utilities)

32. All water backflow devices shall be tested and approved by the Environmental Utilities Department. (Environmental Utilities)

33. All Electric Department facilities, including streetlights where applicable, shall be designed and built to the "City of Roseville Specifications for Commercial Construction." (Electric)

34. The City of Roseville Electric Department has electrical construction charges which are to be paid by the developer and which are explained in the City of Roseville "Specification for Commercial Construction." These charges will be determined upon completion of the final electrical design. (Electric)

35. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)

36. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)

37. All electric metering shall be directly outside accessible. This can be accomplished in any of the following ways:

    a. Locate the metered service panel on the outside of the building.

    b. Locate the metered service panel in a service room with a door that opens directly to the outside. The developer will be required to provide a key to the door for placement in a lock box to be installed on the outside of the door. Any doors leading from the service room to other areas of the building shall be secured to prohibit unauthorized entry. (Electric)

38. One ¾-inch conduit with a 2-pair phone line shall be installed from the building's telephone service panel to the meter section of the customer's electrical switchgear or panel. (Electric)

39. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

OTHER CONDITIONS OF APPROVAL:

40. Signs shown on the elevations are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)

41. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed-free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)

42. The City reserves the right to restrict vehicle turning movements within the public right-of-way in the future if deemed necessary by the City Engineer. (Engineering)

43. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)

44. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)

45. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable of not and if site remediation is required. (Fire)

46. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

47. All commercial air conditioning units 5 tons or less (<65,000 btu/ h) shall meet the current Consortium for Energy Efficiency ("CEE") Tier I specifications. The SEER/EER ratings will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of any building permit for any commercial building in the Plan Area. Any variances, with the exception of Tier 2 compliance, must be approved by the Electric Department's Retail Energy Services Department. (Electric)

48. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday, provided that all construction equipment shall be fitted with factory installed muffling devices and be maintained in good working order. (Building)

49. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The

developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Division Field Inspector at the time of or prior to the foundation inspection. (Building)

50. Prior to Certificate of Occupancy, the applicant may apply for a Temporary Certificate of Occupancy (TCO) of the building. If a TCO is desired, the applicant must submit a written request to the Building Division a minimum of thirty (30) days prior to the expected temporary occupancy date and shall include a schedule for occupancy and a description of the purpose for the Temporary Certificate of Occupancy. (Building)

51. Concurrent with submittal for plan check and prior to a request for final building inspection, the applicant may request City approval of an occupancy phasing plan to allow individual or multiple building occupancies. This request shall be made in writing to the Building Division and shall include 10 copies of the following:

    a. A description of measures that will be undertaken to minimize conflict between residents/building occupants and construction traffic (e.g. fencing, etc.);

    b. A phasing plan showing the proposed buildings, internal roads and access routes, landscaping, trash enclosure locations, and any other improvements planned for each phase; and

    c. An estimated time frame for each phase and a specific date for the first phase. (Planning, Building)

NOTICE TO PROJECT APPLICANT: All materials introduced at a public hearing or included with the project's staff report, including but not limited to exhibits, photographs, video or audio tapes, plan sets, architectural drawings, models, color and materials palettes, and maps must be retained by the Planning Division as a part of the public record for one year following the City's final action on the project. Official project file materials will be kept in conformance with the Planning Division's adopted retention schedule. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy or at the end of one year, whichever is later.

DRAFT MINUTES
August 26, 2021

PLANNING COMMISSION MEETING
6:30 P.M.
Council Chamber
311 Vernon Street
Roseville, California
www.roseville.ca.us

Members of the public were able to attend the meeting in-person or could view the meeting on Comcast Channel 14, Consolidated Communications Channel 73 and AT&T U-verse. The meeting was video streamed live on the City's website and YouTube channel. Members of the public were able to offer public comment in-person or by phone.

1. **CALL TO ORDER**
   Vice-Chair Martin called the meeting to order at 6:30 p.m.

2. **ROLL CALL**
   Present: Brashears, Covington, Haggenjos, Prior, Martin
   Absent: Caporusso, Jensen

3. **PLEDGE OF ALLEGIANCE**
   Commissioner Brashears led those in attendance in the Pledge of Allegiance.

4. **PUBLIC COMMENTS**
   Vice-Chair Martin opened the public comment period. Hearing none, Vice-Chair Martin closed the public comment period.

5. **CONSENT CALENDAR**
   Motion by Commissioner Covington, seconded by Commissioner Prior, to approve the Consent Calendar.

   Roll call vote:
   Ayes: Brashears, Haggenjos, Prior, Covington, Martin
   Noes: None

   Motion passed.

5.1. Minutes of August 12, 2021

6. REQUESTS/PRESENTATIONS

6.1. SVSP PCL FD-2, FD-5, FD-9, FD-40, FD-63, FD-64 – Solaire Phase 6, 1260 Westbrook Bl, File # PL21-0111

REQUEST

The proposed project will create 294 single-family residential lots within the Sierra Vista Specific Plan (SVSP). The project entitlements include a General Plan Amendment to change the land use designation of Parcel FD-2 from Low Density Residential (LDR) to Medium Density Residential (MDR), a Specific Plan Amendment to reflect the land use change and to transfer units among several large lot parcels within the SVSP, a Tentative Subdivision Map to create single-family lots on parcels FD-2, FD-5, and FD-9, and a Major Grading Plan to allow rough grading for parcels FD-40, FD-64, and FD-63. Lastly, a Development Agreement Amendment is included to reflect the land use change and unit transfers.

Assistant Planner, Sean Morales, presented the staff report.

Vice-Chair Martin mentioned the Correction Memo that was sent to Commissioners and posted on the website. The staff report's project description incorrectly stated the proposed number of units within Parcel FD-2 and Parcel FD-5 of the Tentative Subdivision Map.

Vice-Chair Martin opened the Public Hearing and invited comments from the applicant and/or audience.

Applicant representative, Marcus Lo Duca, stated he was in agreement with staff's recommendation.

Commissioner Discussion with Applicant

- A Commissioner asked for the reasoning behind the requested transfer of units. Applicant responded that it allows for a greater range of housing which can adjust to meet marketplace demands.

Vice-Chair Martin opened the public comment period. Hearing none, Vice-Chair Martin closed the public comment period and Public Hearing.

Motion by Commissioner Brashears, seconded by Commissioner Haggenjos, to:

A. Consider the 5th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR);
B. Recommend the City Council approve the General Plan Amendment (Land Use Map);
C. Recommend the City Council approve the Specific Plan Amendment (Text and Land Use Map);

D. Recommend the City Council approve the Fifth Amendment of the Westpark Federico Development Agreement;
E. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to eighty (80) conditions of approval; and,
F. Adopt the three (3) findings of fact and approve the Major Grading Plan subject to twenty-seven (27) conditions of approval.

Roll call vote:
Ayes: Prior, Brashears, Covington, Haggenjos, Martin
Noes: None

Motion passed.

6.2. INFILL PCL 187 – Auto Repair & Car Wash, 106 Bonny Knoll Rd, File # PL21-0081

REQUEST

The project is a request for a Conditional Use Permit Modification and Design Review Permit Modification to convert two of the three existing car wash bays into auto repair uses, add one bay for auto repair, and modify the building exterior at 106 Bonny Knoll.

Associate Planner, Kinnie Shallow, presented the staff report.

Commissioner Discussion:

- A Commissioner asked if the noise, as conditioned, would be below the noise ordinance limits. Staff responded that the noise study determined that, based on the tools and equipment used in the service bays, noise would not exceed the noise ordinance thresholds if the roll-up doors were either up or down. However, staff is concerned that a change in operation or in ownership could create a situation where the noise levels did exceed the threshold. While the applicant has indicated the roll up doors would remain closed, there is no way to ensure they would not be open during business operations. There would be an enforcement obligation for the City.
- A Commissioner asked that if nothing were to be done to the site, the roll-up doors were to remain in place, what would preclude new ownership from doing something different with the building? Staff responded that without specific conditions of approval in the Conditional Use Permit, a change in operation is possible and that could lead to future noise complaints. Any such complaint would be referred to code enforcement.
- A Commissioner asked if the recent modifications to the building, specifically the addition of the roll-up doors, were completed without a permit. Staff responded that a Design Review Permit Modification should have been approved before the roll up doors, landscaping and fencing were installed.
- A Commissioner asked if there are other styles of doors that would be acceptable to the City. Staff responded that it is staff preference to have solid wall. The applicant has indicated that they plan to keep the doors closed and don't plan to use the doors to pull cars in and out of the bays.

- A Commissioner asked if the razor wire would be removed. Staff responded that the fence would remain.
- A Commissioner asked how the bays would be accessed. Staff responded that there is an opening in the fence along the rear portion of the property that would allow vehicular access to the service bays from this area of the property. .

Vice-Chair Martin opened the Public Hearing and invited comments from the applicant and/or audience.

The applicant representative, Michael Wixon, stated they were not in agreement with the condition to install solid walls in place of the currently installed roll-up doors. Mr. Wixon explained that the roll-up doors were installed to secure the property and to prevent the bays being used by the homeless and drug users. He also stated that they felt it was an appropriate way to design the building as the roll-up doors would allow vehicles to be pulled through the bays and it was important to the operations of the building. Although the business is in a neighborhood, it is not on a corner lot nor highly visible commercial street nor in an existing center where it will interrupt traffic flow or impact other operations on the site. Mr. Wixon stated that the noise study found that with the roll-up doors open the noise levels are in compliance of the noise ordinance thresholds. He indicated that the current design is supported by the neighborhood watch group. If the roll up doors were replaced with solid walls, there would be an additional cost to the applicant these walls would need to be designed to allow for ventilation. He also stated that landscaping in the front would help screen the area.

<u>Commissioner Discussion with the Staff:</u>

- A Commissioner requested clarification on whether the roll-up doors would remain open or closed during business hours. Staff respond that the applicant indicated that the doors would remain close however, there is no way to ensure that the doors would remain closed.
- A Commissioner stated that if the roll-up doors are kept closed there would still be a ventilation issue.
- A Commissioner asked for clarification on how the operation of moving vehicles through the facility will occur. Will the vehicles drive through from the front or will the vehicles pull around the back of the building and then reverse out?

<u>Commissioner Discussion with the Applicant:</u>

- A Commissioner asked what the plan of operations would be. Would the doors be open or closed? What would be the flow of traffic? The applicant responded that originally they planned to keep the roll up doors closed, but after the noise study was performed they decided to change the planned operations and now cars would enter through the front in to the service bays, have the repair work performed and then exit out the back.
- A Commissioner asked about the landscaping design. The applicant responded that a 3 foot high shrub barrier could be added as a condition.

- A Commissioner asked if the building addition with the new bay would also have a roll-up door. The applicant responded it would.
- A Commissioner commented about various types of auto service bays. The Commissioner asked what type of lifts would be used. Applicant responded two-post lifts.
- A Commissioner stated that security was mentioned as to why the roll-up doors were installed. However, roll-up doors can be easily damaged compared to a solid wall. The staff recommended condition provides more security than a roll up door. The Commissioner indicated the difference between roll up doors and a solid wall came down to meeting the design guidelines.
- A Commissioner asked for clarification from staff regarding the operation and the use of the roll up doors. Staff responded that the testimony from Mr. Wixon was the first time staff had been made aware that the applicant intended to keep the roll up doors (facing Bonny Knoll) open during business hours and to access the service bays from the front of the building. It was staff's understanding that the applicant did not want to replace the roll up doors with solid walls, but they were offering to keep these doors closed. Staff pointed out that there are two entitlements before the Commission, a Conditional Use Permit (CUP) which would allow the auto repair use to be located further into a residential neighborhood and the Design Review Permit for the site plan and design of the project. Staff indicated that when originally approached by the applicant there was concern about locating this use further into the neighborhood, but could support the CUP with the addition of landscaping along Bonny Knoll and closing up the openings facing Bonny Knoll, with the exception of the car wash bay. These two points were made clear to the applicant prior to the application being submitted to the City. Staff indicated that until the applicant's testimony, staff was lead to believe that vehicles would access the service bays from the rear of the building, pulling in and then backing out of the bays at the end of the service. Staff indicated their concerns were based on the location of this use on a residential street and the language in the Community Design Guidelines. Staff further indicated that based on the applicant's testimony, they could not tell the Commission if they could continue to support the CUP to allow auto repair at this location. The applicant's new description of the business operation would require additional review of the CUP. A Commissioner stated that the staff report was written to describe the operation as vehicles entering the service bays from the rear and then backing out to exit.
- A Commissioner asked if this Commission should consider to have this item continued so that staff and the applicant could "iron out" the door issue. Staff indicated that they would not change their position regarding the roll up doors and the need to replace these doors with solid walls with the appropriate ventilation.

Commissioner Martin called for a recess at 7:18 p.m. as the Council Chamber alarm went off. The meeting resumed at 7:26 p.m.

- A Commissioner asked about the status of the building since the self-service car wash had stopped operating and the roll up doors were installed. Staff indicated that only the one existing car wash bay was being used and the two remaining bays were vacant, with no current active use.
- A Commissioner asked if the noise study was based on the current use. The applicant responded that the noise study modeled anticipated noise based on the tools and equipment proposed to be used for auto repair services.
- A Commissioner stated that the real concern with noise is what could potentially occur if there was a change in the proposed operation. Staff confirmed that is the concern.
- The applicant asked to address the Commission and indicated he had conferred with the owner and they are willing to keep the roll up doors in the closed position during business hours.
- A Commissioner asked if the applicant was opposed to replace the roll up doors with solid walls. The applicant indicated they would prefer to keep the roll up doors.
- A Commissioner asked about the operation of the two properties, the auto service facility and the former car wash site. George Yandolino addressed the Commission. He gave a thorough history of the properties and how he has operated the existing auto repair facility on Douglas for many years and has recently purchased the current project site. My Yandolino described how he intends to operate the business across the two properties.

Vice-Chair Martin opened the public comment period.

Neil Clayborn spoke in support of the project. He stated Mr. Yandolino has been a good neighbor. We have enjoyed their service and like the proposal.

Vice-Chair Martin closed the public comment period and Public Hearing.

Commissioner Discussion:

- A Commissioner indicated that they understood the installation of the roll up doors as a stop gap measure to provide security for the site.
- A Commissioner indicated that Mr. Yandolino is providing a valuable service to the neighborhood and the City of Roseville.
- A Commissioner indicated that they have observed that the property is well maintained and clean.
- A Commissioner indicated that the razor-wire in a residential area is not very inviting and not really compatible with a residential neighborhood.

Motion by Commissioner Haggenjos, to:

A. Adopt the two (2) findings of fact and approve the Conditional Use Permit Modification subject to six (6) conditions of approval; and,

B. Adopt the two (2) findings of fact and approve the Design Review Permit Modification subject to fifty-one (51) conditions of approval.

The motion failed as there was not a second.

Motion by Commissioner Prior, seconded by Commissioner Haggenjos, to:

A. Adopt the two (2) findings of fact and approve the Conditional Use Permit Modification subject to six (6) conditions of approval; and,
B. Adopt the two (2) findings of fact and approve the Design Review Permit Modification subject to fifty-one (51) conditions of approval with a condition that requires the razor wire to be removed.

Roll call vote:
Ayes: Covington, Haggenjos, Prior, Martin
Noes: Brashears

Motion passed.

7. COMMISSIONER / STAFF REPORT

Staff Reports

- There will be Planning Commission meetings on September 9, September 23, and October 14, 2021.
- On September 18, 2021, the City Council approved the 2021-2029 Housing Element, the amendments to the Creekview Specific Plan and vacated several easements necessary to move forward with the Green Acres project that the Commission had approved earlier this year.
- As the regularly scheduled November Planning Commission meetings fall on holidays, Veterans Day (11-11-21) and Thanksgiving (11-25-21), staff will be polling Commissioners for availability to attend a November 18, 2021 Planning Commission meeting.
- On April 21, 2021, the Roseville City Council adopted a resolution to establish Objective Design Standards (ODS) to streamline the construction of qualified affordable housing projects. Qualified projects that comply with the ODS are subject to a non-discretionary ministerial permit process and can bypass the standard design review process and proceed directly to building permit and engineering permit review. Projects that meet the ODS standards will not be subject to a public notification and hearing process. Currently one (1) project has completed the process.

Commissioner Reports

- A moment of silence was observed to honor the 13 service members who gave their lives on August 26 in Kabul, Afghanistan.
- If Commissioners receive questions regarding the Objective Design Standards to whom should the individuals be directed to. Staff responded that a web page has been dedicated to ODS or individuals can be directed to contact the Planning Division.

8. ADJOURNMENT

Motion by Commissioner Brashears, seconded by Commissioner Prior, to adjourn the meeting. The motion passed unanimously at 8:01 p.m. with a voice vote.

1, 4

CITY OF ROSEVILLE CALIFORNIA

PLANNING DIVISION
311 Vernon Street, Roseville, CA 95678 (916) 774-5276

APPEAL FORM

Name: GEORGE YANDOLINO **Date:** SEPT. 3, 2021

Address: 1080 DOUGLAS BLVD. **City:** ROSEVILLE **Zip Code:** 95678

Phone Numbers: (work/day) 916-783-7600 **(home/evening)** —

(cell) — **(email)** GEORGE@WEFIXITRIGHT.COM

Please describe below the action for which this appeal is being filed. (You may attach a separate letter if enough space is not provided.)

SEE ATTACHED.

Signed: _____ Date: 9 | 2 | 2021

FOR OFFICE USE ONLY. (Date Stamp Below)

Received by: _____

Project Being Appealed: _____

File Number: _____

Approving Body: _____ Approval Date: _____

Date: 9/3/21

To: City Council

From: George Yandolino, Business Owner

RE: Appeal of Planning Commission Action INFILL PCL 187 – Auto Repair & Car Wash, 106 Bonny Knoll Rd.; File #PL21-0081

On August 26, 2021, the Planning Commission approved the project above. My appeal is regarding only Condition 3 of the Design Review Permit Modification, which reads:

"3. The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)"

My appeal is also to request the waiver and/or return of the appeal fee.

The Staff Report stated the following to justify the language of Condition 3 as it relates to the Community Design Guidelines (CDG) and the design of my project:

"This design is not consistent with the intent of the CDG, which require that auto service bays be located internal to a site and not be directly facing the primary street frontage. Staff suggested alternatives to the building design, including the removal of the doors on the east elevation and incorporating a faux rock wainscot to add visual interest and texture to the façade."

I have provided the actual language of the CDG for this type of commercial project (see Attachment). Here is the only policy I could find that staff might have used, which appears to be primarily oriented to fast food and coffee drive thru operations:

CC-4 Consideration should be given to the orientation of service bays, drive-thru lanes, pickup windows, and other utilitarian building functions toward the street.
- If drive-thru lanes must be adjacent to the street, they shall be screened through the use of low walls and/or landscaping.
- If pickup windows must be oriented toward the street, they shall be de-emphasized through screening and/or architectural treatment.

CC-35 Drive-thru lanes adjacent to roadways should be screened from view through a combination of low screen walls ("knee walls"), berming, and landscaping.

There does not appear to be any language in the CDG whose intent would "require that auto service bays be located internal to the site and not be directly facing the primary street." Unfortunately, this misrepresented the CDG, which are guidelines to be used in context with any new project and in partnership with an applicant to achieve a project design that reflects the neighborhood. The CDG implies there will be discussions and solutions offered to achieve their intent within the context of the project. Further, the project is for an existing building and the garage bays already face to the street. Again, unfortunately, no other solutions were offered to the Commission in the staff report or during staff presentation to develop an amenable solution.

My representative did mention during the public hearing our willingness to install additional landscaping and a wall, but it did not seem to be considered seriously as an alternate solution in the context of the existing situation and my desire to keep the doors in place.

There was also a misunderstanding of the Noise Study submitted as presented to the Planning Commission. I contracted with Mr. Luke Saxelby to prepare and submit an independent Noise Study to demonstrate to staff the project would not have a potential environmental impact for noise-this was to receive staff's determination the project would be exempt from CEQA. The independent Noise Study demonstrates an auto repair use, any auto repair use, including mine, would comply with the City's Noise Ordinance with roll up doors in the up position (all doors open front and back). The Noise Study also showed the car wash would meet the City's Noise Ordinance with its doors fully open front and back. Therefore, there was no demonstrated noise reason to "wall off" the front and remove the proposed roll-up doors to mitigate for noise (although the doors will likely be closed at most time, but not as a requirement or condition). Hopefully, this clears up any confusion as it relates to noise and roll up doors.

Still further, the Commission heard that there was support for the project as proposed (with roll-up doors) from the Neighborhood Watch group leader and a neighbor. In fact, staff has yet to receive any negative comments or any concerns about the visibility of the roll-up doors as proposed from any neighbor or concerned citizen.

As you know, it is difficult as a small business owner to maintain and still expand a business operation. This is an existing building with existing auto related use adjacent to my existing auto repair business. This is all proposed within the context of existing auto related uses in an existing building; I am proposing to enclose an existing open bay as an "expansion." There are two homes across the street – neither have expressed any concerns with my current operation or the design of my current plans. There are no noise issues whatsoever related to my project. I also own and live immediately adjacent to my business along Bonny Knoll (I am a real neighbor to those who are in our neighborhood). The front of the building is not highly visible from Douglas Blvd. I have personally owned and maintained this business for over 30 years. I have also been a member of the Chamber of Commerce during this time.

I am simply asking the City Council to modify Condition 3 to allow us to work with staff on a design solution that would allow the roll-up doors to remain as proposed. This could be done by revising the condition to ask for a 6-ft high solid wall in the landscape corridor along the frontage of Bonny Knoll, with landscaping in front of it to buffer any visual concerns (an attractive wall with plenty of foliage and trees to enhance the appearance of the site). I am also asking for a refund of the application fee, which I will directly apply to fulfill a revised condition.

Thank you for considering, and hopefully approving, my appeal!

Sincerely,

George Yandolino
Owner and Proprietor, Auto Service Repair of Roseville

Attachment 1 to Appeal for INFILL PCL 187 – Auto Repair & Car Wash, 106 Bonny Knoll Rd.; File #PL21-0081

The actual language used in the CDG is:

"**CC-3** The relationship and orientation of buildings to arterial and other prominent roadways should be considered to enhance street frontage.

CC-4 Consideration should be given to the orientation of service bays, drive-thru lanes, pickup windows, and other utilitarian building functions toward the street.

- If drive-thru lanes must be adjacent to the street, they shall be screened through the use of low walls and/or landscaping.
- If pickup windows must be oriented toward the street, they shall be de-emphasized through screening and/or architectural treatment.

CC-6 Buildings should be placed on project sites to create a transition to surrounding uses and enhance community character.

- When adjacent to single family residences, side and rear setbacks shall allow for a sufficient planter area adjacent to the property line to buffer impacts and screen undesirable views.
- Noise attentuation, when required, should be provided through a combination of sound barriers, landscaping, and setbacks.

F. Service and Storage

Design Guidelines

CC-34 Consideration should be given to loading, delivery, and transfer of merchandise. Loading areas should be provided when appropriate.

CC-35 Drive-thru lanes adjacent to roadways should be screened from view through a combination of low screen walls ("knee walls"), berming, and landscaping.

CC-36 Services and storage, including garbage collection, recycling, fire, and utilities should be adequately planned.

- Outdoor storage shall be screened from public view through a combination of building design, landscaping and berming, and/or location."

CITY OF ROSEVILLE CALIFORNIA

Edit Receipt: 20210903-CRM-001

Actions | Save | Save and Close | Cancel

Receipt Information

Status	Cleared	Currency	USD US Dollar	Receipt Date	9/3/21
Business Unit	City of Roseville BU	Entered Amount	1,514.10	Accounting Date	9/3/21
Receipt Type	Miscellaneous	Accounted Amount	1,514.10	Postmark Date	m/d/y
Receipt Method	1001_General	Tax Rate Code		Paid By	George Yandolino Inc
Receipt Number	20210903-CRM-001	Tax Rate		Document Number	869557
Receivables Activity	DS_CCD_City_Clerk	Tax Amount		Attachments	20210903-001.pdf
Distribution Set		Tax Account		Comments	CK# 45564 | City Clerk | Appeal for Planning Commission Auto Repair & Car Wash - George Yandolino Inc
Reference					

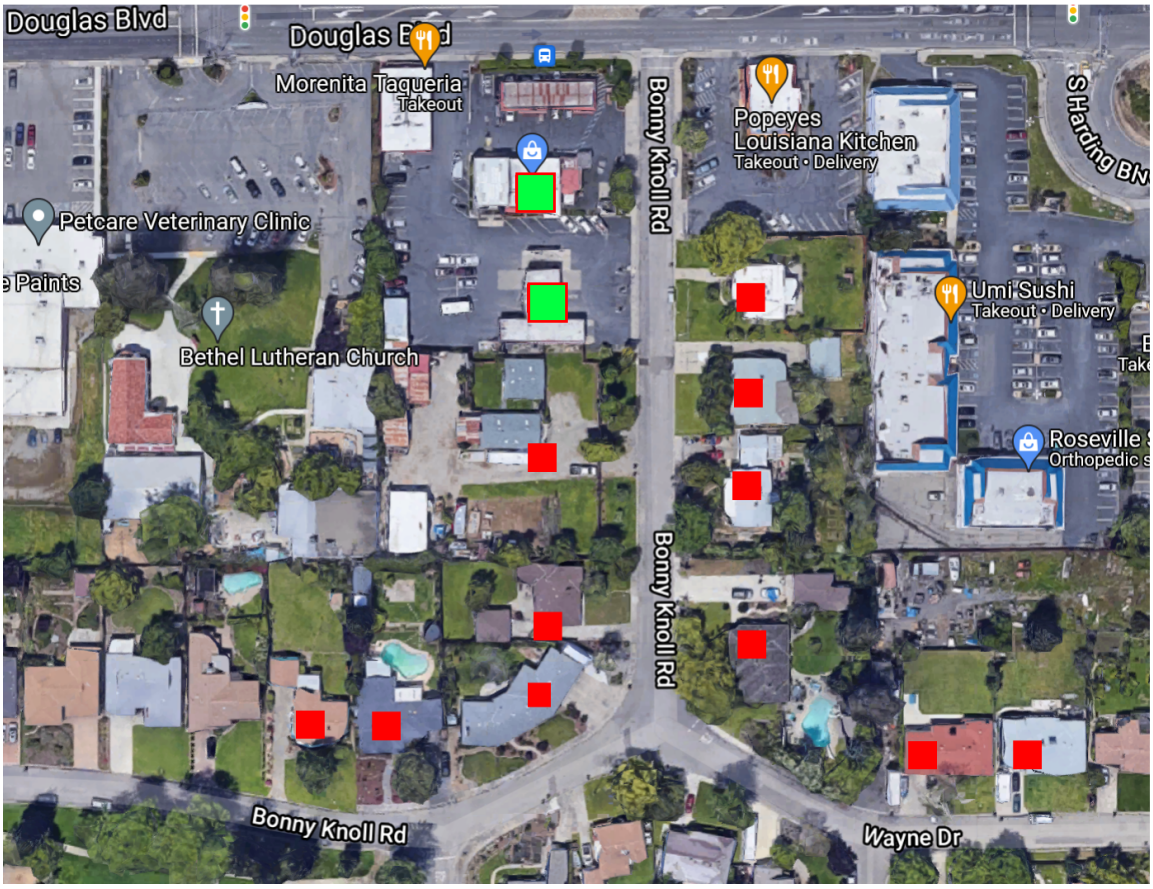
Remittance Bank

* Name	US Bank	* Account	USB - Concentration	* Deposit Date	9/3/21
* Branch	B121122676	Currency	USD	Batch Number	

Reference

Type		Customer Name		Customer Site	
Number		Customer Account Number		Taxpayer Identification Number	

CC ATTACHMENT 5



PL21-0081 Bonny Knoll -

Letters of Support Map

Legend
Letter of Support =
Project Site =

Hello!

My name is George Yandolino. You may already know me as your neighbor living at 108 Bonny Knoll Rd. I am also the owner and operator of the Automotive Service of Roseville at 1080 Douglas Blvd. and the car wash at 106 Bonny Knoll Rd. I have owned and operated these businesses now for over 25 years.

Not long ago, I closed off the front of the car wash bays and installed a fence and roll up doors to deal with the homeless and related drug problems occurring on my property, but I think these changes also helped reduce the problems in our neighborhood. I did this because the City of Roseville Police were no longer able to respond to our calls for help.

I am now trying to expand the auto repair portion of my business at 106 Bonny Knoll Rd. I am planning to enclose an existing car wash bay and use 3 of the 4 bays for auto repair (the 4th bay would remain a car wash). This change is shown on the attached Plot Plan. I'm planning to place roll up doors in all 4 bays facing the front and back for the safety and convenience of the auto repair and car wash uses. My plans also include new metal façade work around the building, new paint, and new landscaping. Business hours will be from 8 a.m. to 6 p.m., Monday through Saturday, employees arrive and depart 30 minutes before and after these hours to open and close. My business will remain completely closed on Sundays.

To address possible environmental concerns, I hired a noise consultant to address possible noise issues from the auto repair and car wash uses, even with roll up doors installed and open. The results of the study show no noise impacts to our neighborhood, even with all roll up doors open during business hours. The study was performed by Luke Saxelby, a local professional noise consultant.

The City of Roseville Planning Commission recently approved the project, but it did not approve my plans to install roll up doors facing the street. I have appealed the Planning Commission's decision to the City Council so that I can install the roll up doors in the front to support my business operations.

My plan will now include the roll-up doors and a 7-ft high wall/fence in the landscaped area along much of the street frontage, as shown in the attachments, to help screen the view from the street.

I am asking for your signature to support the project overall, with roll-up doors facing Bonny Knoll Rd. screened by a 7-ft high wall and landscaping. The signature would tell the City Council the people who live in the neighborhood support the project as shown.

If you have any questions at all about the project, please call me at (916) 677-7754. Thank you for your support!

Sincerely,

George Yandolino

I support George's project with roll-up doors facing Bonny Knoll and with a 7-ft high screen wall along Bonny Koll in the landscaping area.

Name (please print): MARY CONNOLLY

Signature: Mary Connolly

Address: 202 BONNY KNOLL ROAD

Phone (optional): _____ Date: 10/19/2021

Hello!

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George Yandolino

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Name (please print): Neil Claiborne

Signature: Neil Claiborne

Address: 208 Bonny Knoll Rd.

Phone (optional): 759-8702 Date: 10-19-21

(916) 789-3977

Hello!

My name is George Yandolino. You may already know me as your neighbor living at 108 Bonny Knoll Rd. I am also the owner and operator of the Automotive Service of Roseville at 1080 Douglas Blvd. and the car wash at 106 Bonny Knoll Rd. I have owned and operated these businesses now for over 25 years.

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Sincerely,

George Yandolino

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Name (please print): VICTOR ESPARZA

Signature: Victor Esparza

Address: 204 Bonny Knoll Rd

Phone (optional): _____ Date: 10.18.21

Hello!

My name is George Yandolino. You may already know me as your neighbor living at 108 Bonny Knoll Rd. I am also the owner and operator of the Automotive Service of Roseville at 1080 Douglas Blvd. and the car wash at 106 Bonny Knoll Rd. I have owned and operated these businesses now for over 25 years.

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Sincerely,

George Yandolino

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Name (please print): José H. Vergara

Signature: José H. Vergara

Address: 206 Bonny Knoll Rd.

Phone (optional): _____ Date: 10-16-21

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Name (please print): Joel Dorty

Signature: [signature]

Address: 109 Bonny Knoll Rd

Phone (optional): 916 826 5051 Date: 10/19/2021

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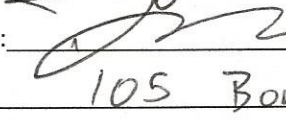
If you have any questions at all about the project, please call me at (916) 677-7754. Thank you for your support!

Sincerely,

George Yandolino

I support George's project with roll-up doors facing Bonny Knoll and with a 7-ft high screen wall along Bonny Koll in the landscaping area.

Name (please print): Dario Gargano

Signature: 

Address: 105 Bonny knoll Rd

Phone (optional): 916-718-2549 Date: 10-13-21

Hello!

My name is George Yandolino. You may already know me as your neighbor living at 108 Bonny Knoll Rd. I am also the owner and operator of the Automotive Service of Roseville at 1080 Douglas Blvd. and the car wash at 106 Bonny Knoll Rd. I have owned and operated these businesses now for over 25 years.

Not long ago, I closed off the front of the car wash bays and installed a fence and roll up doors to deal with the homeless and related drug problems occurring on my property, but I think these changes also helped reduce the problems in our neighborhood. I did this because the City of Roseville Police were no longer able to respond to our calls for help.

I am now trying to expand the auto repair portion of my business at 106 Bonny Knoll Rd. I am planning to enclose an existing car wash bay and use 3 of the 4 bays for auto repair (the 4th bay would remain a car wash). This change is shown on the attached Plot Plan. I'm planning to place roll up doors in all 4 bays facing the front and back for the safety and convenience of the auto repair and car wash uses. My plans also include new metal façade work around the building, new paint, and new landscaping. Business hours will be from 8 a.m. to 6 p.m., Monday through Saturday, employees arrive and depart 30 minutes before and after these hours to open and close. My business will remain completely closed on Sundays.

To address possible environmental concerns, I hired a noise consultant to address possible noise issues from the auto repair and car wash uses, even with roll up doors installed and open. The results of the study show no noise impacts to our neighborhood, even with all roll up doors open during business hours. The study was performed by Luke Saxelby, a local professional noise consultant.

The City of Roseville Planning Commission recently approved the project, but it did not approve my plans to install roll up doors facing the street. I have appealed the Planning Commission's decision to the City Council so that I can install the roll up doors in the front to support my business operations.

My plan will now include the roll-up doors and a 7-ft high wall/fence in the landscaped area along much of the street frontage, as shown in the attachments, to help screen the view from the street.

I am asking for your signature to support the project overall, with roll-up doors facing Bonny Knoll Rd. screened by a 7-ft high wall and landscaping. The signature would tell the City Council the people who live in the neighborhood support the project as shown.

If you have any questions at all about the project, please call me at (916) 677-7754. Thank you for your support!

Sincerely,

George Yandolino

I support George's project with roll-up doors facing Bonny Knoll and with a 7-ft high screen wall along Bonny Koll in the landscaping area.

Name (please print): George Stephen Martan

Signature: George Stephen Martan

Address: 302 Toyon Way, Roseville, Ca 95678

Phone (optional): (916) 780 1078 Date: 10/19/2021

Hello!

My name is George Yandolino. You may already know me as your neighbor living at 108 Bonny Knoll Rd. I am also the owner and operator of the Automotive Service of Roseville at 1080 Douglas Blvd. and the car wash at 106 Bonny Knoll Rd. I have owned and operated these businesses now for over 25 years.

Not long ago, I closed off the front of the car wash bays and installed a fence and roll up doors to deal with the homeless and related drug problems occurring on my property, but I think these changes also helped reduce the problems in our neighborhood. I did this because the City of Roseville Police were no longer able to respond to our calls for help.

I am now trying to expand the auto repair portion of my business at 106 Bonny Knoll Rd. I am planning to enclose an existing car wash bay and use 3 of the 4 bays for auto repair (the 4th bay would remain a car wash). This change is shown on the attached Plot Plan. I'm planning to place roll up doors in all 4 bays facing the front and back for the safety and convenience of the auto repair and car wash uses. My plans also include new metal façade work around the building, new paint, and new landscaping. Business hours will be from 8 a.m. to 6 p.m., Monday through Saturday, employees arrive and depart 30 minutes before and after these hours to open and close. My business will remain completely closed on Sundays.

To address possible environmental concerns, I hired a noise consultant to address possible noise issues from the auto repair and car wash uses, even with roll up doors installed and open. The results of the study show no noise impacts to our neighborhood, even with all roll up doors open during business hours. The study was performed by Luke Saxelby, a local professional noise consultant.

The City of Roseville Planning Commission recently approved the project, but it did not approve my plans to install roll up doors facing the street. I have appealed the Planning Commission's decision to the City Council so that I can install the roll up doors in the front to support my business operations.

My plan will now include the roll-up doors and a 7-ft high wall/fence in the landscaped area along much of the street frontage, as shown in the attachments, to help screen the view from the street.

I am asking for your signature to support the project overall, with roll-up doors facing Bonny Knoll Rd. screened by a 7-ft high wall and landscaping. The signature would tell the City Council the people who live in the neighborhood support the project as shown.

If you have any questions at all about the project, please call me at (916) 677-7754. Thank you for your support!

Sincerely,

George Yandolino

I support George's project with roll-up doors facing Bonny Knoll and with a 7-ft high screen wall along Bonny Koll in the landscaping area.

Name (please print): Richard Waldridge

Signature: Richard Waldridge

Address: 107 Bonny Knoll Rd Roseville Ca 95678

Phone (optional): 925-565-4672 Date: 10/12/2021

From: candice stephenson
Sent: Tuesday, October 19, 2021 4:07 PM
To: Neighbor George
Subject: city letter

To the City of Roseville,

I was born at 111 Bonny Knoll Rd in 1950, and still live there today. I am writing this in support of George Yandolino's recent remodel of the car wash at 106 Bonny Knoll Rd. For too many years, long before George owned it, that car wash has been a detriment to this neighborhood. It was very noisy from the blower that dried the cars, but also the patrons who would have their loud music blairing while they cleaned their cars, often very late at night. I was thrilled when George decided to close it and neatly close everything up and out of the view of the neighborhood. I am very pleased with what he has done. Now George tells me that the City of Roseville doesn't like the roll up doors he put in. I want the City to know that this neighbor likes everything George has done with that property. I like the landscaping and the the roll up doors. Actually, I think it makes the entrance to our "special" neighboorhood, much more inviting than before. Now the worst thing as people enter, is the horrid roads we have to drive on, so if the city wants to fix that problem, I am all for it.

Please note that I am not representing only 1 address in this neighborhood. I also own 3 other homes, 1111 Wayne Dr.,1115 Wayne Dr.,and 301 Marian Way and another vacant lot. I am also hoping to have enough time to share my letter with a few other neighbors for their support of George's project.

Yours truly,
candice Stephenson

CC ATTACHMENT 6

Vicinity Map

4/28/2022, 2:58:28 PM

1:2,257

0 0.01 0.03 0.06 mi

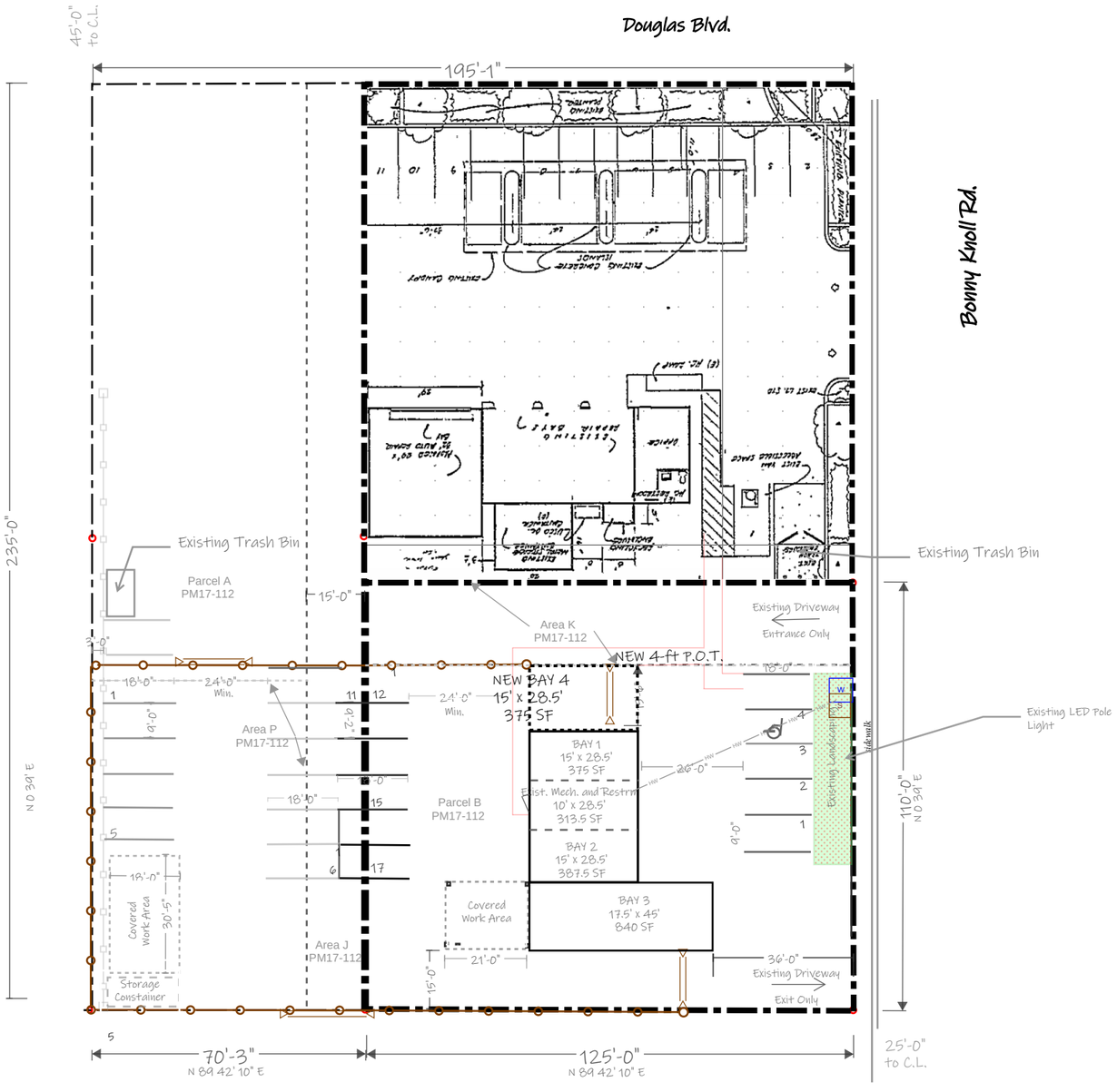
0 0.02 0.04 0.09 km

Roseville Parcel

Roseville Street Label

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Roseville, Nearmap

CC EXHIBIT A



N

Scale

2.0'-0"

PROJECT INFO

APNs: 014-120-054 (0.37 AC)
014-120-057 (0.31 AC)
(Parcel A PM17-112)

Existing Uses: Auto Repair, Car Wash
Proposed Uses: Auto Repair, Car Wash
Proposed Area of Uses:
Auto Repair - 1080 Douglas - No Change
Auto Repair - 106 Bonny Knoll - Bay 1, 2 and 4
Car Wash - 106 Bonny Knoll - Bay 3

Existing Building Area:
2,200 SF, 1,656 SF Covered (1080 Douglas)
1,916 SF, 357 SF Covered (106 Bonny Knoll)

Proposed Building Area:
No Change to 1080 Douglas
375 SF New Auto Repair (Bay 4) - 106 Bonny Knoll

Property Owner: George Yandolino

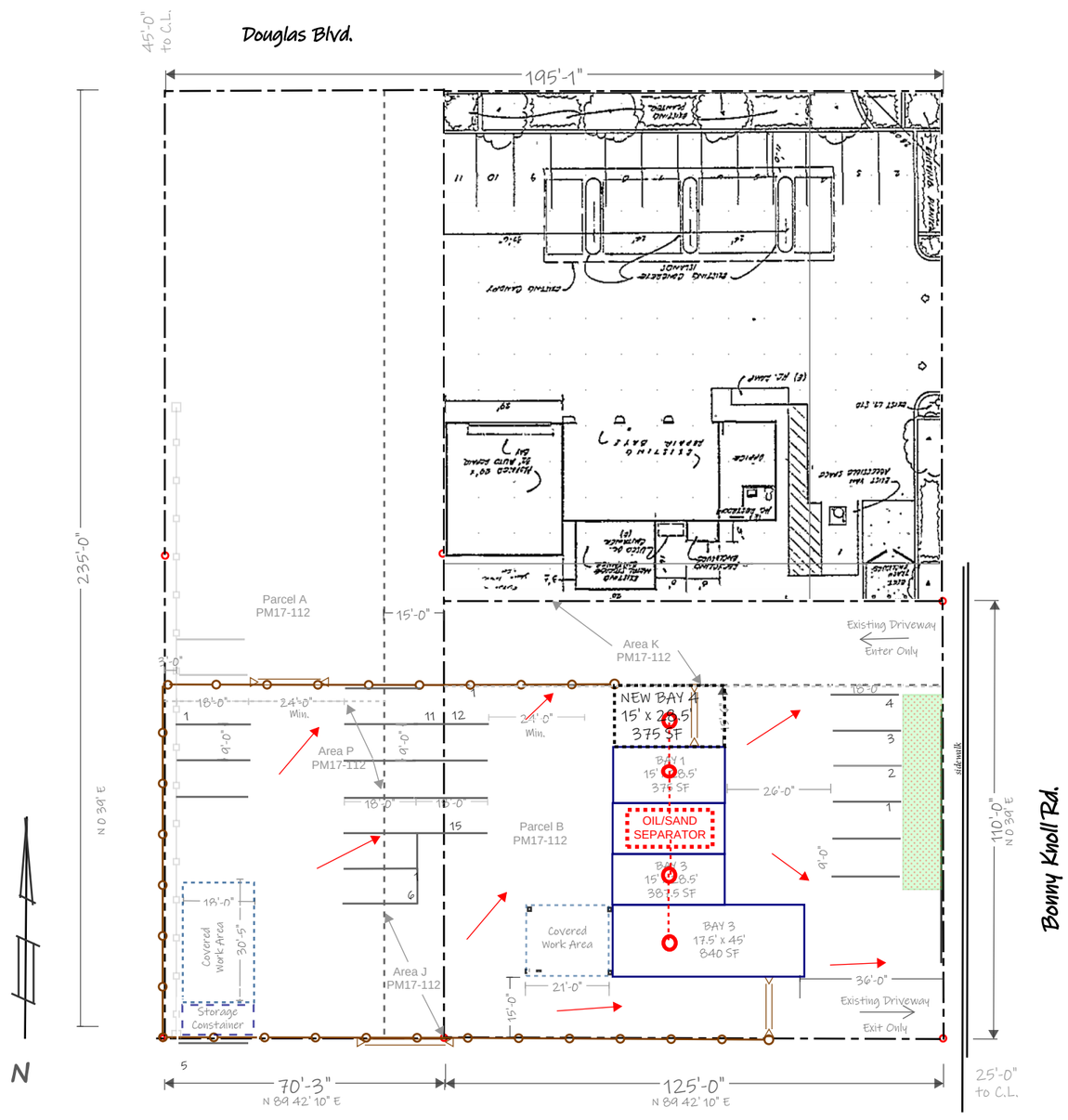
NOTES:
1. Drawing not for construction. All dimensions and utilities to be field verified
2. 2-3 New trees to be provided in existing landscaping along Bonny Knoll for 50% shade.
3. All lighting to meet 1 foot candle min. in new parking and walk area and to provide cut-offs to reduce any light spillage.
4. No new drainage or hardscape surfaces proposed.
5. See Noise Exhibit as evidence off-site noise levels in compliance with RMC Noise Ordinance.

LEGEND

- Existing Building
- Property Line
- Existing Easement
- Existing Cyclone Fence w/ Slats
- Existing Gate
- Existing Landscaping
- Existing Ret. Wall
- Approx. exist. water and sewer line

PRELIMINARY PLAN EXHIBIT
DATE: 2/9/2021
DRAFTED BY: MSW

PROJECT: 106 BONNY KNOLL -- AUTO REPAIR AND CAR WASH
OWNER: GEORGE YANDOLINO



PROPERTY INFO

APNs:	014-120-057 & 014-120-068 (PM17-112)
Property Area:	0.31 ac & 0.17 ac
Existing Use:	Car Wash
Proposed Use:	Car Wash and Auto Repair
Existing Building Area:	2,291 SF + 357 SF Covered
Proposed Building Area:	No Change
Property Owner:	George Yolandina

NOTES:

1. Drawing not for construction. All dimensions to be field verified.
2. 2-3 New trees to be provided in existing landscaping along Bonny Knoll for 50% shade.
3. All lighting to meet 1 foot candle min. in new parking and walk area and to provide cut-offs to reduce any light spillage.
4. No new drainage or hardscape surfaces proposed.
5. See Noise Exhibit as evidence off-site noise levels in compliance with RMC Noise Ordinance.

LEGEND

- Existing Building
- Property Line
- Existing Easement
- Existing Cyclone Fence w/ Slats
- Existing Gate
- Existing Landscaping
- Existing Ret. Wall
- Existing Drainage Lines & Inlets

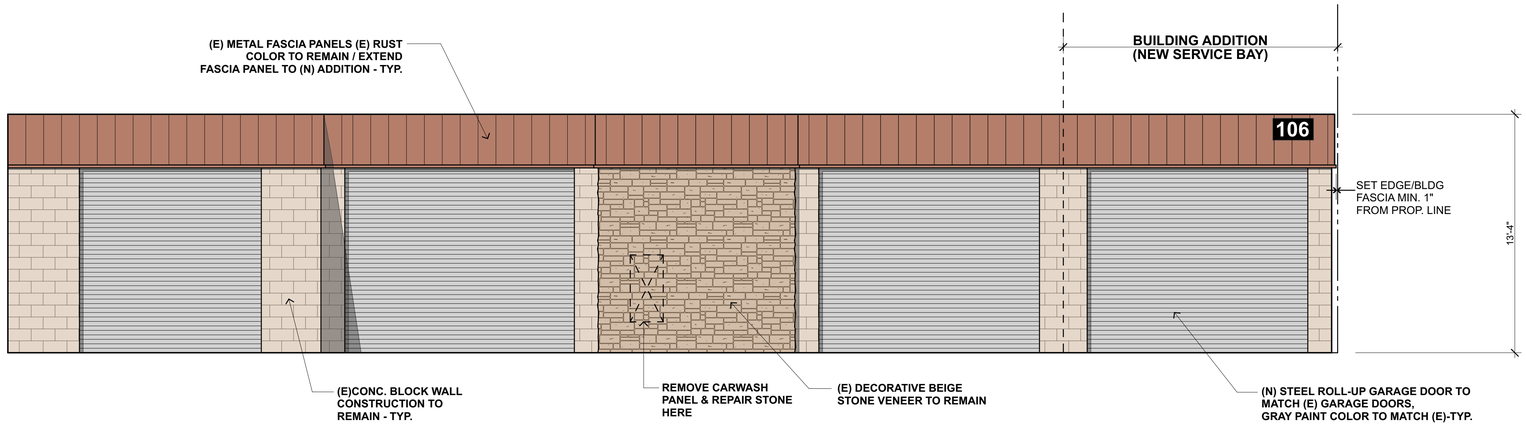
20'-0"

Scale

DRAINAGE PLAN EXHIBIT

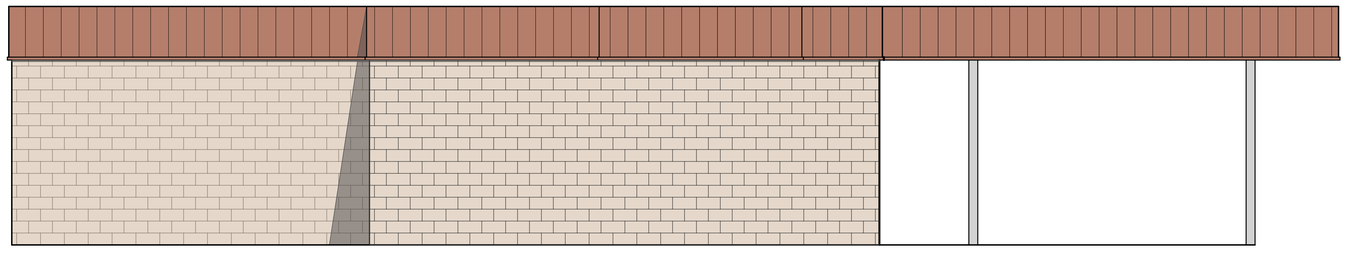
DATE: 02/09/2021
DRAFTED BY: WSW

PROJECT: 106 BONNY KNOLL -- AUTO REPAIR AND CAR WASH
OWNER: GEORGE YANDOLINO



East Elevation

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



North Elevation

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

PICHES
ARCHITECTURE
115 TAYLOR ST., ROSEVILLE, CA
TEL 916.783.4624
FAX 916.773.0417
E-MAIL DPICHES@SUREWEST.NET

AUTO REPAIR & CAR WASH

106 BONNY KNOLL
ROSEVILLE, CA
95678

OWNER:
GEORGE YANDOLINO

MSW CONSULTING

MIKE WIXON
916-742-9429
msw_consulting@outlook.com

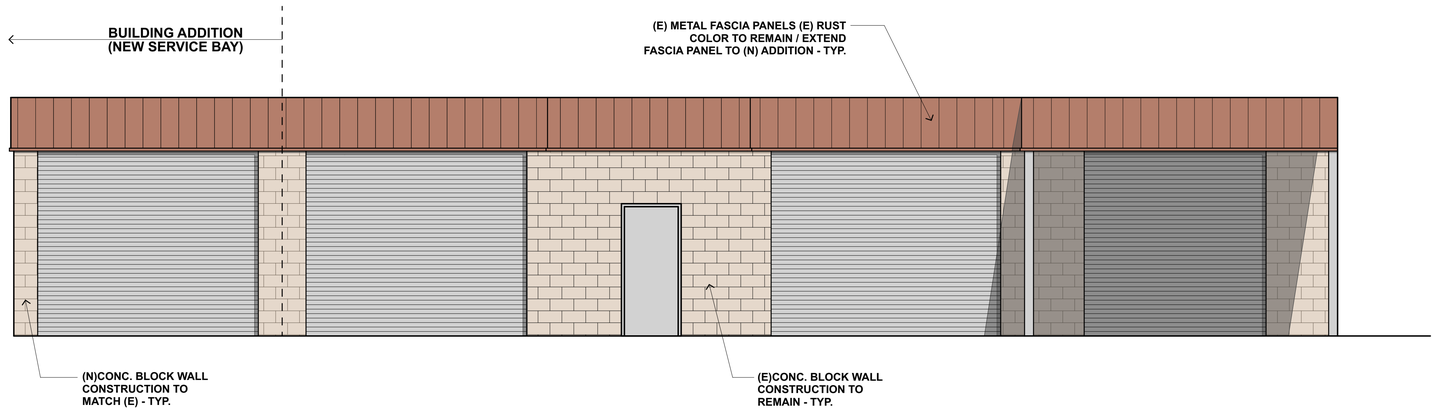
PROJECT NO: Project No.
MODEL FILE:
YANDOLINO AUTO REPAIR.pln
DRAWN BY: DRP
COPYRIGHT:

SHEET TITLE

ELEVATIONS

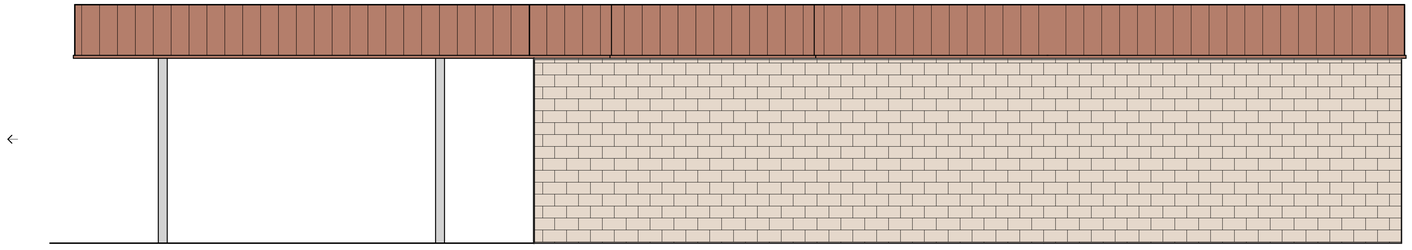
ELEV-1

/Users/davepiches/Desktop/YANDOLINO AUTO REPAIR.pln



West Elevation

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



South Elevation

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

PICHES
ARCHITECTURE
115 TAYLOR ST., ROSEVILLE, CA
TEL 916.783.4624
FAX 916.773.0417
E-MAIL DPICHES@SUREWEST.NET

AUTO REPAIR & CAR WASH

106 BONNY KNOLL
ROSEVILLE, CA
95678

OWNER:
GEORGE YANDOLINO

MSW
CONSULTING

MIKE WIXON
916-742-9429
msw_consulting@outlook.com

PROJECT NO: Project No.
MODEL FILE:
YANDOLINO AUTO REPAIR.pln
DRAWN BY: DRP
COPYRIGHT:

SHEET TITLE

ELEVATIONS

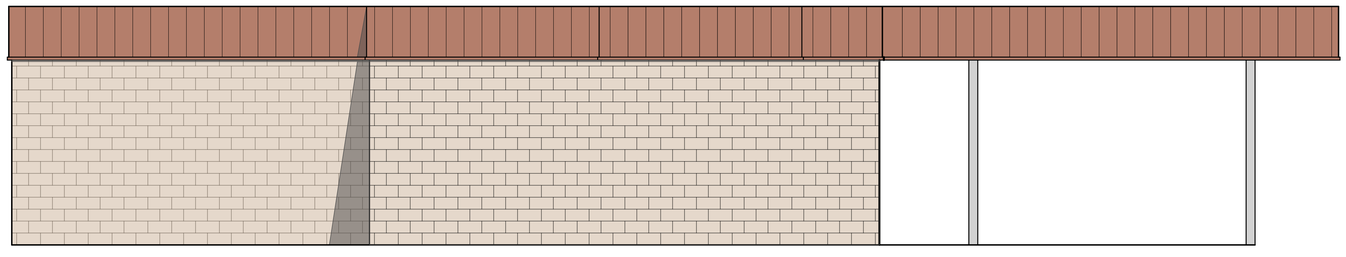
ELEV-2

/Users/davepiches/Desktop/YANDOLINO AUTO REPAIR.pln

CC EXHIBIT B

East Elevation

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



North Elevation

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

PICHES
ARCHITECTURE
115 TAYLOR ST., ROSEVILLE, CA
TEL 916.783.4624
FAX 916.773.0417
E-MAIL DPICHES@SUREWEST.NET

AUTO REPAIR & CAR WASH

106 BONNY KNOLL ROSEVILLE, CA 95678

OWNER:
GEORGE YANDOLINO

MSW CONSULTING

MIKE WIXON
916-742-9429
msw_consulting@outlook.com

PROJECT NO: Project No.
MODEL FILE:
YANDOLINO AUTO REPAIR.pln
DRAWN BY: DRP
COPYRIGHT:

SHEET TITLE

ELEVATIONS

ELEV-1

/Users/davepiches/Desktop/CURRENT PROJECTS/Yandolino/YANDOLINO AUTO REPAIR.pln

RESOLUTION NO. 22-147

DENYING THE APPEAL FROM THE AUGUST 26, 2021 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT MODIFICATION SUBJECT TO SIX (6) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT MODIFICATION SUBJECT TO FIFTY-ONE (51) CONDITIONS OF APPROVAL

WHEREAS, on August 26, 2021, the Planning Commission held a public hearing on the Infill Parcel 187 Auto Repair and Car Wash Project (Project) located on Infill Parcel 187, at 106 Bonny Knoll Road; and

WHEREAS, the Project consists of the conversion of the existing building on the site that was previously used as a self-service car wash into an auto repair use, by converting two of the three existing car wash bays into auto repair service bays, and adding approximately 375 square feet for an additional auto repair service bay; and

WHEREAS, the Project requires a Conditional Use Permit Modification to allow auto repair and a car wash in the Community Commercial zone district and a Design Review Permit Modification to allow the exterior modifications and building addition; and

WHEREAS, on August 26, 2021 the Planning Commission voted 4 aye, 1 no, and 2 absent to approve the Conditional Use Permit Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The proposed modification is substantially consistent with the intent of the original approval.

2. The proposed modification complies with all applicable standards and requirements of the Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.

WHEREAS, on August 26, 2021 the Planning Commission voted 4 aye, 1 no, and 2 absent to approve the Design Review Permit Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The proposed modification is substantially consistent with the intent of the original approval.

2. The proposed modification complies with all applicable standards and requirements of the Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.

WHEREAS, following the Planning Commission's approval, an appeal was submitted by the property owner on September 3, 2021 requesting Condition #3 of the Design Review Permit Modification be revised to allow the roll-up doors remain based on the grounds that the Community

Design Guidelines do not require service bays be screened; and to instead require a six-foot tall wall in the landscape corridor along the frontage of Bonny Knoll Road; and

WHEREAS, Condition #3 of the Design Review Permit Modification was added to the Project to ensure the proposed modification complies with all applicable goals, policies and objects set forth in the applicable Community Design Guidelines, and states:

> "The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)"; and

WHEREAS, after holding a hearing on May 11, 2022 and considering the entire record, staff recommends that the City Council deny the appeal of the Planning Commission's approval of the Conditional Use Permit Modification and Design Review Permit Modification, because the necessary findings of facts can be made; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Conditional Use Permit Modification and approve the Conditional Use Permit Modification subject to six (6) conditions of approval; and

WHEREAS, staff recommends that the City Council adopt the two (2) Findings of Fact for the Design Review Permit Modification and approve the Design Review Permit Modification subject to fifty-one (51) conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville hereby denies the appeal of the Planning Commission's August 26, 2021 approval of the Conditional Use Permit Modification and Design Review Permit Modification; and

BE IT FURTHER RESOLVED that the two (2) Findings of Fact for the Conditional Use Permit Modification are hereby adopted and the Conditional Use Permit Modification is hereby approved subject to six (6) conditions of approval; and

BE IT FURTHER RESOLVED that the two (2) Findings of Fact for the Design Review Permit Modification are hereby adopted and the Design Review Permit Modification is hereby approved subject to fifty-one (51) conditions of approval.

PASSED AND ADOPTED by the Council of the City of Roseville this_____, 22_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____

MAYOR

_____
City Clerk

RESOLUTION NO. 22-148

GRANTING THE APPEAL FROM THE AUGUST 26, 2021 APPROVALS BY THE PLANNING COMMISSION; ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE CONDITIONAL USE PERMIT MODIFICATION SUBJECT TO SIX (6) CONDITIONS OF APPROVAL; AND ADOPTING THE TWO (2) FINDINGS OF FACT AND APPROVING THE DESIGN REVIEW PERMIT MODIFICATION SUBJECT TO FIFTY-ONE (51) REVISED CONDITIONS OF APPROVAL

WHEREAS, on August 26, 2021, the Planning Commission held a public hearing on the Infill Parcel 187 Auto Repair and Car Wash Project (Project) located on Infill Parcel 187, at 106 Bonny Knoll Road; and

WHEREAS, the Project consists of the conversion of the existing building on the site that was previously used as a self-service car wash into an auto repair use, by converting two of the three existing car wash bays into auto repair service bays, and adding approximately 375 square feet for an additional auto repair service bay; and

WHEREAS, the Project requires a Conditional Use Permit Modification to allow auto repair and a car wash in the Community Commercial zone district and a Design Review Permit Modification to allow the exterior modifications and building addition; and

WHEREAS, on August 26, 2021 the Planning Commission voted 4 aye, 1 no, and 2 absent to approve the Conditional Use Permit Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The proposed modification is substantially consistent with the intent of the original approval.

2. The proposed modification complies with all applicable standards and requirements of the Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.

WHEREAS, on August 26, 2021 the Planning Commission voted 4 aye, 1 no, and 2 absent to approve the Design Review Permit Modification after finding that with the conditions of approval, the Project was consistent with the following two (2) Findings of Fact:

1. The proposed modification is substantially consistent with the intent of the original approval.

2. The proposed modification complies with all applicable standards and requirements of the Zoning Ordinance, with the applicable goals, policies and objectives set forth in the General Plan, and the applicable Community Design Guidelines.

WHEREAS, following the Planning Commission's approval, an appeal was submitted by the property owner on September 3, 2021 requesting Condition #3 of the Design Review Permit Modification be revised to allow the roll-up doors remain based on the grounds that the Community

Design Guidelines do not require service bays be screened; and to instead require a six-foot tall wall in the landscape corridor along the frontage of Bonny Knoll Road; and

WHEREAS, Condition #3 of the Design Review Permit Modification was added to the Project to ensure the proposed modification complies with all applicable goals, policies and objects set forth in the applicable Community Design Guidelines, and states:

> "The roll-up doors for the auto repair bays along the east side of the building which face Bonny Knoll Rd. shall be removed and be replaced with a solid wall system. The roll-up door for the car wash bay may remain. The building elevations (included as Exhibit C for reference) shall be revised to include clearstory windows, and shall utilize building materials which match the rest of the building. The elevations shall be revised to the satisfaction of the Planning Division prior to issuance of building permits. (Planning)"; and

WHEREAS, the Appellant proposed an alternative design to be considered by the City Council, which includes keeping the existing roll-up doors for the existing bays, installing a new aluminum and glass roll-up door for the new repair bay, and installing a wider landscape setback with sufficient screen trees; and

WHEREAS, the City Council considered the alternative design and determined it would meet the City's Community Design Guidelines and the required findings of fact can be made; and

WHEREAS, the City Council adopted the two (2) Findings of Fact for the Conditional Use Permit Modification and approved the Conditional Use Permit Modification subject to six (6) conditions of approval; and

WHEREAS, the City Council adopted the two (2) Findings of Fact for the Design Review Permit Modification and approved the Design Review Permit Modification subject to fifty-one (51) conditions of approval with a revision to Condition #3 to allow the proposed alternative design, as stated below:

> "Consistent with the alternative design proposed by the applicant (Exhibit B of the Council Communication), the roll-up doors for the existing car wash and auto repair bays may remain. An aluminum and glass roll-up door shall be installed for the new repair bay. The landscape planter along the front property line facing Bonny Knoll Road shall be widened to a minimum of 15 feet and shall consist of street trees."; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville hereby grants the appeal of the Planning Commission's August 26, 2021 approval of the Conditional Use Permit Modification and Design Review Permit Modification; and

BE IT FURTHER RESOLVED that the two (2) Findings of Fact for the Conditional Use Permit Modification are hereby adopted and the Conditional Use Permit Modification is hereby approved subject to six (6) conditions of approval; and

BE IT FURTHER RESOLVED that the two (2) Findings of Fact for the Design Review Permit Modification are hereby adopted and the Design Review Permit Modification is hereby approved subject to fifty-one (51) conditions of approval with the revised Condition #3.

PASSED AND ADOPTED by the Council of the City of Roseville this_____, 22_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

_____
MAYOR

_____
City Clerk