



AGENDA
April 19, 2017

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

5. PRESENTATIONS

5.1. Proclamation - Big Day of Giving May 4, 2017

Proclaim May 4, 2017 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

CONTACT: Ryan Carroll 916-774-5265 RCarroll@roseville.ca.us

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the January 5, 2017 City Council meeting, March 27, 2017 City Council meeting, and April 5, 2017 City Council/Housing Authority meeting.

CC #: 8421

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

7.2. Laurel T. Stizzo (F-50) Park - Reject All Bids, Add to 2017 PreQualification List and Authorize ReAdvertisement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-135 REJECTING ALL BIDS FOR THE LAUREL T. STIZZO PARK PROJECT. This is a request to reject all bids, add Laurel T. Stizzo Park (F-50) to the 2017 pre-qualifications project list and seek authorization to re-advertise for new bids. The project was bid in December 2016 under the pre-qualifications criteria set forth for that year. The pre-qualifications process included a post-bid qualifications process for subcontractors. This is the first project where a post-qualification process was utilized. During the review of the bids, a number of unintended consequences with the City's internal post-qualification process were discovered. These issues created a number of challenges that complicated the process of preparing a recommendation to Council for award of the project. With these concerns, it was determined that the cleanest and most prudent action was to

reject all bids, address the issues associated with the post-qualification process, and re-bid the project. The architect's estimate for construction for the base bid is \$1,825,123.88. Funding for the construction was approved in the FY2015 budget using funds from the West Roseville Specific Plan Neighborhood Park Development Fund. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the General Fund.

CC #: 8405

File #: 0704-01 & 0203-21

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

7.3. Downtown Bridges and Trail Improvement Project - Rejection of Bid

Memo from Associate Engineer Hossein Naghizbadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-132 REJECTING ALL BIDS FOR THE DOWNTOWN BRIDGES AND TRAIL IMPROVEMENT PROJECT. Staff requests Council reject the Downtown Bridges and Trail Improvement Project bid and authorize staff to re-advertise the project. The Downtown Bridges and Trail Project includes the rotation and refurbishment of the Rube Nelson "Icehouse" bridge, the Taylor Street (Library) bridge replacement, continuation of the Miners Ravine Class I Trail into Royer Park, modifications to the Oak Street parking lot, and laying back the stream bank in Royer Park for hydraulic flood mitigation purposes. The current construction estimate for the project is \$3,121,000.00 which is funded through Transportation Development Act funds, contributions from partner transit agencies, and several federal, state, and local grants. No General Funds are being used for this project.

CC #: 8401

File #: 0203-21 & 0201-01

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

7.4. Miner's Ravine Bike Trail Sunrise Bridge Erosion Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Miner's Ravine Bike Trail Sunrise Bridge Erosion Project and authorize staff to call for bids. This project will restore the Miner's Ravine Creek bank along the bike trail under the Sunrise bridge by replacing approximately 65 cubic yards of rock filled gabion baskets and 35 cubic yards of rock slope protection. The estimated cost for the project is \$88,500.00. The project will be paid for with local transportation funds. No General Funds will be used.

CC #: 8390

File #: 0721-05

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

7.5. Office and Cubicle Design and Reconfiguration Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-130 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF

ROSEVILLE AND SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170801A); and adopt RESOLUTION NO. 17-131 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170802A). Staff recommends Council authorize service agreements with Sierra Valley Moving and Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. This agreement includes four optional one year renewals. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 8399

File #: 0203-04

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

7.6. Liquid Cationic Polymer (RFQ 01-3119) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-139 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703260). Polymer is required to dewater waste activated sludge produced during wastewater treatment. The estimated total for the initial contract term is \$338,333.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8414

File #: 0203-03

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

7.7. Open Space and Preserve Land Goat Grazing Services Agreement

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-134 APPROVING A SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ECOSYSTEM CONCEPTS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Services Agreement with Ecosystem Concepts, Inc., to provide grazing services within the City's Open Space and Preserve lands. \$363,366.00 for the first year of the services agreement will be funded as part of the approved Parks, Recreation & Libraries FY2017-18 budget. Total contract not to exceed \$1,816,830.00 over the next five years. Annual compensation amounts will be based on approved fiscal year budgets

from the General Fund and the Preserve Fund.

CC #: 8404

File #: 0704-02

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

7.8. Vehicle Purchase Orders

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Cal Line Equipment Inc. for one Intimidator 18XP Brush Bandit wood chipper utilizing National Joint Powers Alliance (NJPA) contract 031014-BAN; and authorize a purchase order to Holt of California for one Caterpillar 918M wheel loader utilizing NJPA contract 032515-CAT. The total cost of one Brush Bandit wood chipper is \$71,476.38. The total cost of one Caterpillar 918M wheel loader is \$153,490.84. Funding is included in the FY2016-17 Auto Replacement Budget.

CC #: 8398

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

7.9. Ballistic Vest and Helmet Systems - Sole Source Purchase Order and Budget Adjustment

Memo from Department Public Information Officer Dee Dee Gunther and Chief Daniel Hahn recommending Council adopt ORDINANCE NO. 5827 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and approve a sole source purchase order be issued to Aardvark Tactical for \$53,050.37 for the purchase of ballistic vest and helmet systems and related accessories for the SWAT team. The purchase order includes four (4) sniper kits, eleven (11) entry team kits, three (3) medic kits and one (1) helmet kit. The System 7 Armor used by the Roseville-Rocklin Regional SWAT team is only produced and distributed by Aardvark Tactical. Funds for this purchase were included in the Police Department's FY2017 budget.

CC #: 8386

File #: 0203-12 & 0201-01

CONTACT: Doug Blake 916-746-1058 dblake@roseville.ca.us

7.10. Vegetation Management and Firebreak Control - Service Agreement Renewal

Memo from Open Space Superintendent Brian Castelluccio and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-129 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND H&N ENTERPRISES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703256). Staff requests Council approve the service agreement renewal

between the City of Roseville and H&N Enterprises for installation of firebreaks and vegetation management services. Areas include City property, as well as private property which fails to meet the deadline for firebreak installation, based on California Fire Code 304.1.2 and the Title 19 of the California Code of Regulations. Base contract is \$91,000.00 with \$18,200.00 optional for work to be performed on private property. Total contract not to exceed \$109,200.00. Funding is included in the approved FY2016-17 budgets of the Fire Department, Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department.
CC #: 8397

File #: 0704 & 0320

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

Resolutions

7.11.2015 Regional Surface Transportation Program Arterial Resurfacing Project - Professional Services Agreement Amendment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-137 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is an amendment to the professional services agreement with UNICO Engineering, Inc. for additional construction management (inspection and resident engineer) services for the 2015 Regional Surface Transportation Program (RSTP) Arterial Resurfacing Project. The cost of the additional services is \$80,000.00, bringing the total contract to \$681,310.93. The project is fully funded in part by the Local Transportation Fund, Gas Tax, and Federal RSTP funds. The funds have already been budgeted so no budget adjustment is necessary.

CC #: 8412

File #: 0900-04-01

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

7.12.Fiscal Year 2016-17 Transportation Development Act Claim

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt 17-138 APPROVING AND AUTHORIZING EXECUTION OF THE TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FY2016-17. This is a request to authorize the City Manager or his designee to sign and submit the annual Transportation Development Act Claim for FY2016-17 to the Placer County Transportation Planning Agency in an amount not to exceed \$7,817,582.00.

CC #: 8413

File #: 0721

CONTACT: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

7.13.Sutter Health Getting to Zero Resolution

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-121 MEMORIALIZING THE CITY OF ROSEVILLE'S SUPPORT FOR THE SUTTER HEALTH GETTING TO ZERO CAMPAIGN, A REGIONAL CAMPAIGN TO ALIGN PUBLIC, PRIVATE AND PHILANTHROPIC PROGRAMS AND RESOURCES IN SUPPORT OF A LOW OR NO BARRIER APPROACH TO REDUCING HOMELESSNESS IN PLACER, SACRAMENTO AND YOLO COUNTIES. Staff is requesting this resolution to memorialize the City's commitment to the Sutter Health *Getting to Zero* campaign that is working to address the challenges of homelessness through regional coordination and public-private partnerships.

CC #: 8383

File #: 0214

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

7.14. Campus Oaks Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-133 APPROVING FEE DEFERRALS FOR THE CAMPUS OAKS APARTMENT COMPLEX. This item requests authorization to defer development impact fees for the Campus Oaks Apartment Complex consisting of 396 units, as follows: 1) City Deferral to Building Permit Occupancy, of each permit, in the amount of \$1,242,691.98; and 2) Impact Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$7,665,889.84. Both deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. The Fee Deferral to SCIP bonding is scheduled for the Fall 2017 bond cycle approval. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged per building permit. No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four months of building permit issuance.

CC #: 8402

File #: 0215-07

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

7.15. Street Closure Request - Movie Night Sing Along - May 13, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-136 OF THE COUNCIL OF THE CITY OF ROSEVILLE APPROVING THE CLOSING OF CERTAIN STREETS FOR MOVIE NIGHT SING ALONG. Staff is requesting the closure of South Grant Street on Saturday, May 13, 2017 from 6:00 – 10:00 p.m. for the City sponsored Movie Night Sing Along event. The budget for this event series is \$3,219.00 and is included in the approved Parks, Recreation & Libraries FY2016-17 approved department budget.

CC #: 8410

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.16. Street Closure Request - Woof, Wine & Dine Event - May 12, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-127 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting the closure of South Grant Street between Vernon Street and Oak Street on Friday, May 12, 2017 for the Placer County Society for the Prevention of Cruelty (SPCA) to Animals Woof, Wine & Dine event. The closure times will be 4:00 – 6:00 p.m. and 9:30 – 11:00 p.m. All costs associated with this event for City services will be reimbursed by the Placer SPCA.

CC #: 8395

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.17. Street Closure Request - Roseville Downtown Tuesday Nights - May 2, 2017 - July 25, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-128 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, EZEVENTS, INC. AND THE ROTARY CLUB OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting street closures for the Roseville Downtown Tuesday Nights (DTN) event every Tuesday night from May 2 – July 25, 2017 (with the exception of July 4th). Street closures included are South Grant Street between Oak Street and Vernon Street; Vernon Street between Lincoln Street and Taylor Street and Taylor Street between Oak Street and Vernon Street. The closure times will be 3:00 – 10:00 p.m. In support of DTN, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square. EzEvents, Inc. will be required to pay the special event permit application processing fee and weekly refuse fees.

CC #: 8396

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.18. Short-Term and Non-Firm Point-to-Point Transmission Service - Service Agreement

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-126 APPROVING TRANSMISSION SERVICE AGREEMENTS BETWEEN THE CITY OF ROSEVILLE AND PACIFICORP AND

AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Transmission Service Agreements with PacifiCorp will allow the City to purchase capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreements as they are only enabling agreements.

CC #: 8408

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

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

7.19. Westpark Community Facilities District #1 Budget Adjustment Fiscal Year 2017

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5825 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The approval of a budget adjustment for the Westpark Community Facilities District (CFD) #1 is necessary to true up the County Levy collection and the City budget. There is no impact to the General Fund as there are sufficient balances in the CFD to accommodate the requests.

CC #: 5827

File #: 0206-03-01 & 0201-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.20. Local Transportation Fund - Budget Adjustment

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt ORDINANCE NO. 5824 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a budget adjustment for \$2,500,000.00 to move the funds within the Local Transportation Fund from Transit to the Transportation Fund to enable use of the funds for streets and road purposes. The funds were previously claimed during FY2010-11 through FY2014-15 for transit purposes, and in 2016 were re-claimed for streets and road purposes. The budget adjustment will move the \$2,500,000.00 to the appropriate fund.

CC #: 8389

File #: 0721 & 0201-01

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

7.21. Diamond Creek Community Facilities District # 1 Budget Adjustment Fiscal Year 2017

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica requesting Council adopt ORDINANCE NO. 5826 OF THE

COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to reflect the partial prepayment expense of the Diamond Creek Community Facilities District #1 bonds being paid by Lennar Homes. There is no impact to the City's General Fund. Lennar delivered the necessary funds to cover all costs associated with the bond call.

CC #: 8400

File #: 0206-03-01 & 0201-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

7.22. Police Department - Budget Adjustment

Memo from Administrative Analyst Shelly Bracco, Police Services Administrator Katie Braverman, and Police Chief Daniel Hahn recommending Council adopt ORDINANCE NO. 5823 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Police Department has received revenue funds from both a state reimbursement and a contract refund from Intrado after the recent upgrade to the 9-1-1 telephone system. A budget adjustment is requested for \$16,866.00 due to the revenue from contract refund/reimbursement.

CC #: 8387

File #: 0323 & 0201-01

CONTACT: Katie Braverman 916-774-5037 kbraverman@roseville.ca.us

Ordinances (for second reading and adoption)

7.23. Second Reading - Hewlett Packard - Development Agreement Amendment

ORDINANCE NO. 5829 ADOPTING A SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES, LLC (QIP) RELATIVE TO THE ROSEVILLE HEWLETT PACKARD MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

CC #: 8367

File #: 0400-04-18-1

CONTACT: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

7.24. Second Reading - Municipal Code Amendment - Board of Appeals - Administrative Citations and Administrative Remedies Ordinance Update

ORDINANCE NO. 5828 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.26.020 OF CHAPTER 2.26, AMENDING SECTIONS 2.50.020, 2.50.040, 2.50.060, 2.50.070, 2.50.080, 2.50.090, 2.50.110 OF CHAPTER 2.50, AND AMENDING SECTIONS 2.52.040 AND 2.52.050 OF CHAPTER 2.52 OF TITLE 2 OF THE

ROSEVILLE MUNICIPAL CODE REGARDING BOARD OF APPEALS,
ADMINISTRATIVE CITATIONS AND ADMINISTRATIVE REMEDIES for
second reading adoption.

CC #: 8423

File #: 0103-41-02

CONTACT: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Reports / Requests

7.25. Out of State Travel Request - Police Department

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve a member of the Police Department's bomb squad to travel to Huntsville, Alabama from April 17-21, 2017 for an electronic countermeasure operator course. The FBI pays all costs associated with the course, including tuition, airfare, lodging and meals, and there will be no cost to the City.

CC #: 8391

File #: 0600-02

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

Ceremonial Documents

7.26. Proclamation - Building Safety Month

Proclaim May 2017 as Building Safety Month and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

CC #: 8415

File #: 0102-06

CONTACT: Carla Winter 916-774-5332 cwinter@roseville.ca.us

7.27. Proclamation - Neurofibromatosis Awareness Month

Proclaim May 2017 as Neurofibromatosis Awareness Month and May 17th as World Neurofibromatosis Awareness Day.

CC #: 8416

File #: 0102-06

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

7.28. Resolution of Commendation and Appreciation for Jeanette Derobertis

Jeanette Derobertis be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8423

File #: 0102-10

CONTACT: Susan Schinnerer 916-774-5204 sschinnerer@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) - Bond Issuance

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-140 AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. Concurrently with the issuance of the CFD#1 special tax refunding bonds, the developer (ATC Realty One, LLC) and its affiliate (Fiddymment 116 Lots, LLC) will issue CFD No. 5 special tax bonds to (i) prepay its portion of the CFD No. 1 special taxes and (ii) construct and acquire public facilities within CFD No. 5. The issuance will payoff 26% of CFD No. 1 2005 and 2006 Bonds and leave approximately \$6M (based on current market rates) of new money towards authorized facilities. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for debt service, CFD administration, and any authorized pay-as-you-go facilities. The formation and administration of the CFD will not impact the City's General Fund.

CC #: 8417

File #: 0206

CONTACT: Jeannine Thrash 774-5473 jthrash@roseville.ca.us
Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us
Jay Panzica 774-5320 jpanzica@roseville.ca.us

8.2. Fiddymment Ranch Community Facilities District No. 1- Bond Refunding

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-141 AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. The 2005 and 2006 series bonds have recently been identified for refunding in order to obtain debt service savings. Approximately 74% of the outstanding 2005 and 2006 bonds are being refunded while the remainder will be prepaid with the proceeds of the CFD No. 5 bonds. Based on current market conditions (subject to change), the preliminary cash flows for the Fiddymment Ranch CFD No. 1 refunding project net present value savings of

approximately 7% of the refunded par. The refunding cash flow savings are estimated to be approximately \$300,000.00 per year. There will be no fiscal impact to the City of Roseville. All bond issuance costs will be paid from bond proceeds.

CC #: 8418

File #: 0206

CONTACT: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

9. ORDINANCES

9.1. Community Priorities Advisory Committee - Formation & Work Program

Memo from Development Services Manager Mike Isom and City Manager Rob Jensen recommending Council provide direction to initiate a community-based process aimed at evaluating the City's General Fund operations and revenues. The goal is to find a way to balance the City's long-term financial obligations while maintaining fiscal stability and high-quality essential services and programs most valued by the community.

CC #: 8388

File #: 0103-21

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

9.2. Community Priorities Advisory Committee - Professional Services Agreement and Budget Adjustment

Memo from Development Services Manager Mike Isom and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-142 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MOORE IACOFANO GOLTSMAN, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5830 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a request for a budget adjustment allowing expenditure of \$100,000.00 from the Strategic Improvement Fund associated with the Engage Roseville/Community Priorities Advisory Committee project. Also requested is a approval of a professional services agreement not to exceed \$47,885.00 with Moore Iacofano Goltsman, Inc. for professional meeting facilitation, graphic recording, and documentation of committee meetings.

CC #: 8420

File #: 0103-21 & 0201-01

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

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1.2016 Crime Rates and Trends Report

Memo from Police Chief Daniel Hahn with an overview of the City's 2016 crime and traffic statistics, regional and long-term trends, and the department's strategies for addressing them.

CC #: 8407

File #: 0102-11

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

10.2.FY2017-18 Information Technology Internal Service Fund Review

Memo from Information Technology Program Manager Roger Root and Chief Information Officer Hong Sae recommending Council accept an informational item regarding the Internal Technology Service Fund.

CC #: 8403

File #: 0800-05

CONTACT: Roger Root 916-774-5120 rroot@roseville.ca.us

10.3.Strategy Assessment Reporting on Technology Security

Memo from Information Technology Information Security Administrator Norm Hinman and Chief Information Officer Hong Sae recommending Council accept an informational item with findings from the Citywide Strategic Technology Security Assessment.

CC #: 8409

File #: 0102-11

CONTACT: Norm Hinman 916-774-5408 nhinman@roseville.ca.us

10.4.Community-Access Television Station - Recommendation to Discontinue Use

Memo from Public Affairs and Communications Director Megan MacPherson recommending Council consider discontinuing operation of the community-access television station in the Riley Library building when Comcast funding ceases for the two Comcast contractor positions charged with operating the facility. Funding will end December 31, 2017 upon expiration of the current Comcast franchise agreement. Widespread access to video technology and the increasing role of social media and other broadcast platforms have contributed to declining usage of the facility. This recommendation will result in zero impact to the General Fund.

CC #: 0102-11

File #: 8411

CONTACT: Megan MacPherson 916-774-5455 mmacpherson@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. 2017 Weed Abatement - Public Hearing

Memo from Fire Inspection Supervisor Rob Arnett and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 17-125 ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL OBJECTIONS THERETO. On March 15, 2017, the City Council approved a resolution declaring all weeds, rubbish, dirt and/or rank growths a public nuisance. It also set the date, time, and place for the required public hearing. This resolution is the second and final step necessary to initiate the 2017 Weed Abatement Program. 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.

CC #: 8385

File #: 0320-01

CONTACT: Rob Arnett 916-774-5827 arnett@roseville.ca.us

12. COUNCIL / STAFF / REPORTS/ COMMENTS

13. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8425
File #: 0102-06

Title: Proclamation - Big Day of Giving May 4, 2017
Contact: Ryan Carroll 916-774-5265 RCarroll@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 5.1.

RECOMMENDATION TO COUNCIL

Proclaim May 4, 2017 as Big Day of Giving and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Ryan Carroll, Deputy Clerk I

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to be "Ryan Carroll", is written over a faint blue circular stamp.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Big Day of Giving May 4, 2017

City of Roseville Proclamation

BIG DAY OF GIVING

May 4, 2017

WHEREAS, on May 4, 2017, cities across the United States will be participating in a Give Local America event in which community foundations will encourage charitable giving in their communities; and

WHEREAS, the Sacramento Region Community Foundation, a trusted resource for contributing to local and regional organizations, will host the fourth annual BIG Day of Giving on May 4, 2017 in partnership with regional community foundations; and

WHEREAS, 600 nonprofits throughout the region will participate in the BIG Day of Giving, over 100 of which are located in Placer County and serve Roseville residents; and

WHEREAS, BIG Day of Giving is an opportunity for Roseville residents to show their community pride through supporting the good work of local nonprofits; and

WHEREAS, philanthropic investment helps hardworking nonprofits make an impact on the causes that affect communities and provides donors with a sense of generosity towards good causes.

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **May 4, 2017** as **BIG DAY OF GIVING** and encourage all citizens to support the work of local nonprofit organizations who help the Roseville community thrive.

SIGNED AND APPROVED this 19th day of April, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

**SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA**





COUNCIL COMMUNICATION

CC #: 8421
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Recommend Council approve the Minutes of the January 5, 2017 City Council meeting, March 27, 2017 City Council meeting, and April 5, 2017 City Council/Housing Authority meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to read "Sonia Orozco", with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

January 5, 2017 City Council Minutes

March 27, 2017 City Council Minutes

April 5, 2017 City Council/Housing Authority Minutes



MINUTES

January 5, 2017

CITY COUNCIL MEETING

3:00 p.m.

City Council Chambers 311
Vernon Street Roseville,
California

1. CALL TO ORDER

Mayor Susan Rohan called the January 5, 2017 City Council meeting to order at 3:00 p.m.

2. ROLL CALL

Present: Alvord, Allard, Herman, Rohan
Absent: Gore

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rohan.

4. MEETING PROCEDURES

Assistant City Clerk Audrey Byrnes announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. ORDINANCES

6.1. Roseville Firefighters 2017-2018 Memorandum of Understanding

Memo from Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 17-1 APPROVING THE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ROSEVILLE AND ROSEVILLE FIREFIGHTERS, LOCAL 1592, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5777 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5634, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5778 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5634, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE. This item requests Council to approve the Roseville Firefighters, Local 1592 Memorandum of Understanding (MOU) and approve Salary Schedules A & B. The cost of the MOU to the General Fund through the end of calendar year 2017 is \$489,806.00. Approximately 50% will impact FY2017 and will be funded by contingency funds. The cost to the General Fund for the calendar year 2018 is \$478,434.00 and will be reflected in the FY2018 budget.

CC #: 8221

File #: 0600-01

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

Human Resources Director Gayle Satchwell made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-1 APPROVING THE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF ROSEVILLE AND ROSEVILLE FIREFIGHTERS, LOCAL 1592, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5777 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5634, THE SALARY ORDINANCE FOR EMPLOYEE REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURES; and Adopt ORDINANCE NO. 5778 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5634, THE SALARY ORDINANCE FOR EMPLOYEES REPRESENTED BY ROSEVILLE FIREFIGHTERS, LOCAL 1592, AS AMENDED BY APPENDIX "A" TO BE EFFECTIVE JANUARY 7, 2017, AS AN URGENCY MEASURE. The Motion Passed.

Roll call vote: Ayes: Allard, Alvord, Herman, Rohan

Absent: Gore

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No comments or reports made.

8. ADJOURNMENT

Consensus to adjourn the meeting.

Susan Rohan, Mayor

Audrey Byrnes, Assistant City Clerk



MINUTES

March 27, 2017

City Council Meeting
2:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the March 27, 2017 City Council meeting to order at 2:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Rohan
Absent: Allard

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rohan.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

No presentations made.

6. SPECIAL REQUEST S/REPORT S/PRESENTATION

6.1. Intention to Participate in the California Cultural Districts Program

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-107 ACKNOWLEDGING THE PARTNERSHIP WITH BLUE LINE ARTS AND DOWNTOWN ROSEVILLE PARTNERSHIP FOR ESTABLISHMENT OF A CULTURAL DISTRICT, AND SUPPORTING SUBMISSION OF A LETTER OF INTENT TO THE CALIFORNIA ARTS COUNCIL TO PARTICIPATE IN THE PILOT YEAR OF THE CALIFORNIA CULTURAL DISTRICTS PROGRAM. The intent of this resolution is to outline and memorialize the partnership between the City of Roseville and the Blue Line Arts Gallery, and the significant investment in the downtown as a requirement of the application process to participate in the pilot year of the California Cultural Districts Program.

CC #: 8381

File #: 0700

CONTACT: Dominick Casey 916-774-5288 dcasey@roseville.ca.us

Assistant City Manager Dominick Casey made the presentation to Council.

Eric McIntosh, Blue Line Arts Gallery Board of Directors President, spoke in support.

Dani Whitmore, Blue Line Arts Gallery CEO, spoke in support.

Mark Fizcal, Downtown Merchant, spoke in support.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-122 ACKNOWLEDGING THE PARTNERSHIP WITH BLUE LINE ARTS AND DOWNTOWN ROSEVILLE PARTNERSHIP FOR ESTABLISHMENT OF A CULTURAL DISTRICT, AND SUPPORTING SUBMISSION OF A LETTER OF INTENT TO THE CALIFORNIA ARTS COUNCIL TO PARTICIPATE IN THE PILOT YEAR OF THE CALIFORNIA CULTURAL ARTS DISTRICT. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman, Rohan

Absent: Allard

7. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 2:20 p.m. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman, Rohan

Absent: Allard

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

March 27, 2017

City Council Meeting
2:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the March 27, 2017 City Council meeting to order at 2:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Rohan
Absent: Allard

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rohan.

4. PUBLIC COMMENTS

No public comment received.

5. PRESENTATIONS

No presentations made.

6. SPECIAL REQUEST S/REPORT S/PRESENTATION

6.1. Intention to Participate in the California Cultural Districts Program

Memo from Assistant City Manager Dominick Casey and City Manager Rob Jensen recommending Council adopt RESOLUTION NO. 17-107 ACKNOWLEDGING THE PARTNERSHIP WITH BLUE LINE ARTS AND DOWNTOWN ROSEVILLE PARTNERSHIP FOR ESTABLISHMENT OF A CULTURAL DISTRICT, AND SUPPORTING SUBMISSION OF A LETTER OF INTENT TO THE CALIFORNIA ARTS COUNCIL TO PARTICIPATE IN THE PILOT YEAR OF THE CALIFORNIA CULTURAL DISTRICTS PROGRAM. The intent of this resolution is to outline and memorialize the partnership between the City of Roseville and the Blue Line Arts Gallery, and the significant investment in the downtown as a requirement of the application process to participate in the pilot year of the California Cultural Districts Program.

CC #: 8381

File #: 0700

CONTACT: Dominick Casey 916-774-5288 dcasey@roseville.ca.us

Assistant City Manager Dominick Casey made the presentation to Council.

Eric McIntosh, Blue Line Arts Gallery Board of Directors President, spoke in support.

Dani Whitmore, Blue Line Arts Gallery CEO, spoke in support.

Mark Fizcal, Downtown Merchant, spoke in support.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-122 ACKNOWLEDGING THE PARTNERSHIP WITH BLUE LINE ARTS AND DOWNTOWN ROSEVILLE PARTNERSHIP FOR ESTABLISHMENT OF A CULTURAL DISTRICT, AND SUPPORTING SUBMISSION OF A LETTER OF INTENT TO THE CALIFORNIA ARTS COUNCIL TO PARTICIPATE IN THE PILOT YEAR OF THE CALIFORNIA CULTURAL ARTS DISTRICT. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman, Rohan

Absent: Allard

7. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 2:20 p.m. The Motion Passed.

Roll call vote: Ayes: Alvord, Gore, Herman, Rohan

Absent: Allard

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 8405

File #: 0704-01 & 0203-21

Title: Laurel T. Stizzo (F-50) Park - Reject All Bids, Add to 2017 PreQualification List and Authorize ReAdvertisement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Reject all bids, add Laurel T. Stizzo Park (F-50) to the 2017 pre-qualifications project list and authorize staff to re-advertise the project.

BACKGROUND

Laurel T. Stizzo Park (formerly park site F-50) is an 8 acre park site adjacent to Fiddymont Farm Elementary School in the West Roseville Specific Plan. The project will include installation of a multi-use turf area, a children's play area, swings, adult fitness equipment, an off-street parking lot, a picnic area, landscaping and irrigation. Additive alternatives have been identified as a part of the bid.

City Council approved the project plans and specifications at the December 7, 2016 meeting. A total of 6 bids were received and were opened on January 23, 2017. The bid results and engineer's estimate are as follows:

Bidder Total	Total Lump Sum Bid
Sierra Valley Construction	\$1,667,059.94
Procida Landscape	\$1,704,830.00
Olympic Land Construction	\$1,789,090.00
JM Slover	\$1,885,378.00
TJR Resources	\$2,104,937.00
McGuire and Hester	\$2,351,000.00
Engineer's Estimate	\$1,825,123.88

The pre-qualifications process applicable to this bid had included a post-bid qualifications process for subcontractors. This is the first project where a post-qualification process was utilized. During the review of the bids, a number of unintended consequences with the City's internal post-qualification process were discovered. These issues created a number of challenges that complicated the process of preparing a recommendation to Council for award of the project. With

these concerns, staff consulted with the City Attorney's office and it was determined that the cleanest and most prudent action was to reject all bids, address the issues associated with the post-qualification process and re-bid the project.

The pre-qualifications process has been a Department practice for the last five years and is specifically allowed by State statute. Utilization of a pre-qualifications process has provided quality contractors while maintaining a competitive bid process. This results in the City's ability to utilize more stable contracting companies with a solid track record. Bids have continued to be competitive. The park projects required to follow the pre-qualifications process as outlined by the State Department of Industrial Relations is presented to the Council for approval each fall for the following year. Projects selected are those that have been approved through the budget process and anticipated to be constructed during the next calendar year/construction season. The pre-qualifications process establishes requirements and thresholds related to financial stability, safety records, claims and applicable project experience. The process is completed annually in order to capture any changes related to the established thresholds that may have occurred during the previous year. Since Stizzo Park (F-50) was approved as a project requiring pre-qualifications in 2016, it was not included in the 2017 list. This request, if approved, would add this project to the 2017 pre-qualifications project list.

Staff also seeks Council authorization to re-bid the project with the anticipation of returning to Council for a contract award in late June/early July 2017 and breaking ground shortly thereafter.

FISCAL IMPACT

The architect's estimate for construction for the base bid is \$1,825,123.88. Additive alternates will be included in the construction contract as budget allows. Funding for the construction was approved in the FY2015 budget using funds from the West Roseville Specific Plan neighborhood Park Development Fund. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the general fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

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

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Laurel T. Stizzo Park Project (WRSP Park Site F-50) was accomplished with certification of the West Roseville Specific Plan Final EIR (January 9, 2004) (SCH# 2002082057). Because the project is consistent with the project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the original EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Tara Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-135

RESOLUTION NO. 17-135

REJECTING ALL BIDS FOR THE LAUREL T. STIZZO PARK PROJECT

WHEREAS, the City of Roseville requested bids for the Laurel T. Stizzo Park project;
and

WHEREAS, a number of unintended issues with the City's internal post-qualification process were encountered during the review of the bids; and

WHEREAS, staff desires to reject all bids for the Laurel T. Stizzo Park project and will re-advertise for bids at a later date;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for the Laurel T. Stizzo Park project are hereby rejected.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8401

File #: 0203-21 & 0201-01

Title: Downtown Bridges and Trail Improvement Project - Rejection of Bid

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

Meeting Date: 4/19/2017

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council reject the bid received for the Downtown Bridges and Trail Improvement Project and authorize staff to re-advertise the project.

BACKGROUND

The Downtown Bridges and Trail project includes the rotation and refurbishment of the Rube Nelson "Icehouse" bridge, the Taylor Street (Library) bridge replacement, continuation of the Miners ravine Class I Trail into Royer Park, modifications to the Oak Street parking lot, and laying back the stream bank in Royer Park for hydraulic flood mitigation purposes.

On March 16, 2016, the City Council approved the plans and specifications for the phase II Downtown Bridges and Trail Improvement Project and authorized staff to call bids. Staff's intention was to advertise the project following the approval of the plans and specifications and the arrival of the Central Valley Flood Protection Board permit. However, the Central Valley Flood Protection Board permit was not received in time and as a result, project advertisement was postponed to this construction season.

Bid opening occurred on March 21, 2017. We received one bid for \$5,079,472 which is nearly two million dollars higher than the engineer's estimate. The lack of interest by contractors to bid on this job is mainly due to the unprecedented amount of emergency contracts being issued by the State and other agencies due to the heavy rains and flooding that occurred this season.

Currently, \$3,121,000 has been allocated for the project for construction. This funding is comprised of various federal and state grants, and local matching funds. Several of the grants have deadlines that must be met in order to maintain the funding. The funding amounts, funding sources, and funding issues are listed below:

- Active Transportation Program (ATP) Grant (\$1,236,000) – The ATP Grant requires that the City award a construction contract no later than July 31, 2017, otherwise the grant award may be rescinded. We have contacted Caltrans staff to discuss options for meeting this

requirement. One of the identified options is to break up the project into phases, with at least one phase of work awarded by July 31, 2017.

- Congestion Mitigation Air Quality (CMAQ) Grant (\$1,047,713) – The CMAQ funds do not share the strict deadlines of the ATP grant, but we do have to continue moving the project forward in order to retain the funds.
- Bicycle Transportation Account (BTA) Grant (\$80,000)- The BTA grant is part of an older funding program managed by Caltrans. The BTA deadline for completing the project is June 2018. We are beginning discussions with Caltrans to determine if we may extend this deadline.
- Transit System Safety Security and Disaster Response Account (TSSDRA) Grant (\$80,348) –TSSDRA is a Proposition 1b grant program. The deadline for use of these funds is March 31, 2018. However, there is a likelihood that we can extend this deadline by one year to March 2019.
- Transportation Development Act (TDA) local matching funds (\$677,688) – The TDA funds do not share the strict deadlines of the other grants.

Given the information above, staff recommends the following actions:

1. Reject the current bid
2. Immediately re-advertise for demolition work only, with contract award prior to July 31, 2017 and demolition work to begin thereafter. Per Caltrans staff, this action would effectuate the entirety of the ATP grant. City staff believes that the demolition work would attract multiple bidders with bids more in line with the engineers estimate for this component of work.
3. Work with our design engineer to value engineer the project and then re-advertise for the balance of project construction activities in fall-winter 2017 when we hope the bidding climate will be improved. This would allow construction activities to begin in spring 2018.
4. Work with our funding partners to extend the BTA and TSSDRA grants. Work with our consulting team to extend our federal and state environmental permits as needed. In particular, we will need to reauthorize the project under the recently updated U.S. Army Corps of Engineers Nation Wide Permit program.

Staff believes that the above actions will provide the best chance to successfully re-bid the majority of the project work at a time when bid results may be more conducive to lower bids and a higher number of bidders.

FISCAL IMPACT

The recommended action will not commit the City to any funding obligations at this time. There may be minor costs associated with extending our U.S. Army Corps of Engineers permit. The actual costs will be determined when we receive a scope of work for this effort. However, we believe that the recommended course of action will give the City the best chance to reduce overall project costs by re-advertising at a time that is likely to be more conducive to bidding.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on the engineer's estimate, this project will create 34 jobs. The actual number of jobs to be created will be based upon the project costs determined after re-advertising.

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 rejection and re-advertising of a bid does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-132

RESOLUTION NO. 17-132

REJECTING ALL BIDS FOR THE DOWNTOWN BRIDGES AND
TRAIL IMPROVEMENT PROJECT

WHEREAS, the City of Roseville requested bids for the Downtown Bridges and Trail Improvement project; and

WHEREAS, due to heavy rains and flooding this season, contractors were unavailable to bid on this project; and

WHEREAS, the one bid that was received was substantially higher than the Engineer's estimate; and

WHEREAS, staff desires to reject all bids for the Downtown Bridges and Trail Improvement project and rebid the project at a future date;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids for the Downtown Bridges & Trail Improvement project are hereby rejected.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8390

File #: 0721-05

Title: Miner's Ravine Bike Trail Sunrise Bridge Erosion Project - Approval of Plans and Specifications and Authorization to Call for Bids

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

Meeting Date: 4/19/2017

Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve the plans and specifications for the Miner's Ravine Bike Trail Sunrise Bridge Erosion Project and authorize staff to call for bids.

BACKGROUND

The segment of the Miner's Ravine Bike Trail under the Sunrise Avenue overcrossing was originally constructed in 1988 with the Northeast Roseville Specific Plan Phase III Roadways Project. Over time, high water flows in the creek have eroded a portion of the creek bank adjacent to the bike trail. In order to prevent structural damage to the bike trail, the creek bank must be stabilized. The Miner's Ravine Bike Trail Sunrise Bridge Erosion project will restore the creek bank by replacing approximately 65 cubic yards of rock filled gabion baskets and 35 cubic yards of rock slope protection.

We anticipate construction to begin in early August 2017 with completion by the end of September 2017. Construction plans and specifications for the project have been completed and are available at the City Clerk's Office for Council's review.

FISCAL IMPACT

The Engineer's estimate for construction is approximately \$88,500. This project is fully funded with local transportation funds. No General Funds will be used.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000 in direct government spending. Based on that figure, this project will create approximately one job.

ENVIRONMENTAL REVIEW

The proposed project involves the reconstruction of an existing facility. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Cathy Gosalvez, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

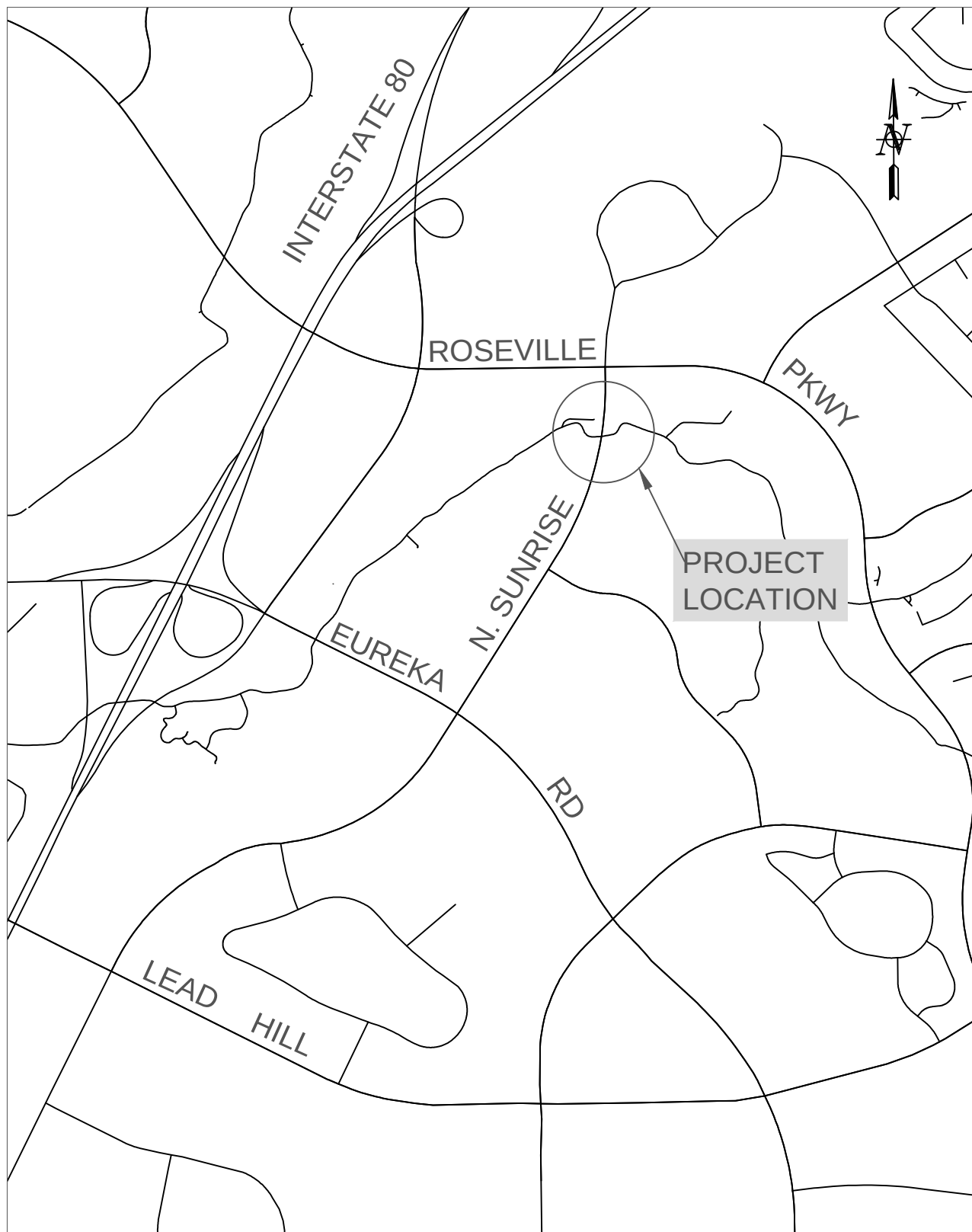
ATTACHMENTS:

Description

Project Location Map

Project Manual

MINER'S RAVINE BIKE TRAIL - SUNRISE BRIDGE EROSION PROJECT LOCATION MAP



Miner's Ravine Bike Trail – Sunrise Bridge Erosion

Public Works - Engineering





COUNCIL COMMUNICATION

CC #: 8399
File #: 0203-04

Title: Office and Cubicle Design and Reconfiguration Service Agreements
Contact: Dan Allen 916-774-5741 dallen@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Recommend Council to adopt two resolutions authorizing the City Manager to sign the service agreements (S170801A) with Sierra Valley Moving and (S170802A) with Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to utilize the optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Funding is included in the Building Maintenance FY2016-17 budget and proposed FY2017-18 budget.

BACKGROUND

Staff solicited proposals to perform office & cubicle reconfiguration services in order to secure these services at a competitive rate. Six qualified vendors responded to the request for proposals and after careful review of each proposal, staff chose two vendors: Sierra Valley Moving and Vertex Office Solutions.

FISCAL IMPACT

The total value of both service agreements is \$200,000.00, not to exceed annual budgeted amounts. Funding is included in the Building Maintenance operational FY2016-17 and proposed FY2017-18 Budgets. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The purchase of cubicle services is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dan Allen, Facility Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-130

Sierra Valley SA

Resolution No. 17-131

Vertex SA

RESOLUTION NO. 17-130

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170801A) between City of Roseville and Sierra Valley Moving & Storage Inc., to provide systems furniture design and reconfiguration services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S170801A**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715154 DATE: 02/09/2017

SUBMIT ALL INVOICES TO:

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

Contractor No.: V29492
Telephone No.: 916-649-3400 Fax: 916-649-0500
Email address: RAY@SVMOVING.COM
Contractor: SIERRA VALLEY MOVING & STORAGE INC.
ATTN: RAY MARTINEZ
5071 KELTON WAY
SUITE 200
SACRAMENTO, CA 95838

Department: FACILITY SERVICES

Acct. Code: 03331-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	03/15/2018	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-010 and contractor's proposal thereto titled Systems Furniture Design and Reconfiguration Services (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-010 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Lori Hogan at 916-774-5707 for questions regarding this Agreement.

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

Total Cost of Service: \$ 100,000.00

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

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

Business License No.: 121392 Contractor License No.: 101779 DIR Registration No.: 1000007860

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

Ray Martinez
SIGNATURE

RAYMOND MARTINEZ

PRINT NAME

C.F.O.

TITLE

CONTRACTOR:

Larry Stokes
SIGNATURE

LARRY STOKES

PRINT NAME

C.E.O.

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

RESOLUTION NO. 17-131

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S170802A) between City of Roseville and Vertex Office Solutions, to provide systems furniture design and reconfiguration services, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

SERVICE AGREEMENT

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

SERVICE AGREEMENT

No: **S170802A**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715155 DATE: 02/09/2017

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40984
Telephone No.: 530-392-1645 Fax: 530-878-1013
Email address: KEN@VERTEXOFFICE.COM
Contractor: VERTEX OFFICE SOLUTIONS
ATTN: KENNETH WOODWARD
4212 ROSEVILLE ROAD
SUITE F
NORTH HIGHLANDS, CA 95660

Department: FACILITY SERVICES

Acct. Code: 03331-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	03/15/2018	Approved by Risk Mgt.	LORI HOGAN

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

The services called for under City of Roseville Request for Proposal #01-010 and contractor's proposal thereto titled Systems Furniture Design and Reconfiguration Services dated 12/01/2016 (hereinafter "Proposal"). The terms and scope of work of City of Roseville Request for Proposal #01-010 and contractor's Proposal are herein made part of this Service Agreement and fully incorporated by reference.

Please contact Lori Hogan at 916-774-5707 for questions regarding this Agreement.

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

Total Cost of Service: \$ 100,000.00

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

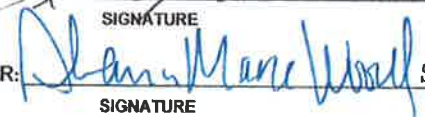
The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: 105618 Contractor License No.: 925200 DIR Registration No.: 1000038689

☒ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR:		Kenneth John Woodward	Owner
	SIGNATURE	PRINT NAME	TITLE
CONTRACTOR:		Shannon Marie Woodward	Owner
	SIGNATURE	PRINT NAME	TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8414
File #: 0203-03

Title: Liquid Cationic Polymer (RFQ 01-3119) – Service Agreement
Contact: Babbette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Solenis, LLC for RFQ 01-3119 for Liquid Cationic Polymer. The initial contract is from the date of award through 6-30-18. The estimated total of \$48,333.00 for the remainder of FY2016-17, and \$290,000.00 for FY2017-18 is derived from historical data and knowledge of future requirements. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals pending Council approval of budgets for that year.

BACKGROUND

The Environmental Utilities Department Pleasant Grove Wastewater Treatment Plant has an ongoing requirement for liquid cationic polymer. This chemical is used in the "dewatering" of waste byproduct called sludge, which reduces the overall weight of the sludge, thus allowing for removal to the landfill at a reduced cost to the City. This chemical will be purchased by the end using department as needed.

A formal bid was issued with the following three responses:

<u>Bidder</u>	<u>Price Per Pound</u>
SNF Polydyne, Inc. Riceboro, GA	\$0.72
BASF Charlotte, NC	\$0.90
Solenis	\$0.83

Wilmington, DE

The award is based on the lowest annual total cost product after adding together three variables: polymer dosage, dewatering recovery and disposal costs. Although Polydyne's price per pound is less, the Solenis product is producing a dryer sludge cake, and will therefore save an estimated \$28,786.00 per year on disposal costs.

FISCAL IMPACT

The estimated cost of the agreement is \$338,333.00. Funding is included in the Environmental Utilities Department's FY2016-17 budget and FY2017-18 proposed budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-139

Signed Service Agreement

RESOLUTION NO. 17-139

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

WHEREAS, a service agreement (Service Agreement No. S1703260) for cationic polymer, between City of Roseville and Solenis, LLC, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute four additional one year renewals of the service agreement provided that its respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703260**

SERVICE LOCATION: PLEASANT GROVE WWTP
5051 WESTPARK DRIVE
ROSEVILLE, CA 95747

REQ. NO.: R1715203 DATE: 2/21/17

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

Contractor No.: V40217
Telephone No.: 302-594-5347 Fax:
Email address: bidders@solenis.com
Contractor: SOLENIS, LLC
ATTN: SUZANNE BROWN
3 BEAVER VALLEY ROAD, SUITE 500
WILMINGTON, DE 19803

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08427-5015

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	BOB LAWRENCE

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

Provide Praestol K279FLX Polymer at \$0.83/lb to the Pleasant Grove Wastewater Treatment Plant on an as needed basis and in accordance with all specifications, terms and conditions, and attachments of RFQ 01-3119. Deliveries must be made between the hours of 7:00 AM and 3:00 PM Monday through Friday.

Please contact Bob Lawrence at 916-746-1902 for questions regarding this contract.

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

Total Cost of Service: \$ **338,333.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: Edward J. Connors EDWARD J. CONNORS SVP
SIGNATURE PRINT NAME TITLE

CONTRACTOR: W. Leoy W. LEUY SUP + CFO
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

<i>City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.</i>
--



COUNCIL COMMUNICATION

CC #: 8404
File #: 0704-02

Title: Open Space and Preserve Land Goat Grazing Services Agreement
Contact: Brian Castelluccio 916-746-1755 bcastelluccio@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Adopt the attached resolution authorizing the City Manager to execute the attached Services Agreement between the City of Roseville and Ecosystems Concepts, Inc., to provide grazing services within the City's Open Space and Preserve lands. \$363,300.00 for the first year of the services agreement will be funded as part of the approved Parks, Recreation & Libraries FY2017/18 budget. The total cost for the City of Roseville over the next five years will be a not to exceed amount of \$1,816,830.00, and will be contingent upon budget approval each year.

BACKGROUND

The Open Space land within the City consists of preserves and general open space. In 2007, the City began utilizing goat grazing as a form of vegetation management for fire prevention in selected areas of general open space. Since 2007, the Open Space Division has expanded the use of goats to incorporate over 300 acres of general open space and 1360 acres of preserve land. The City's preserves are governed by the Overarching Open Space Preserve Management Plan (OOSPMP) approved by the governing federal agencies. One requirement of the plan is to perform thatch management within preserves. In 2011, the Open Space Division performed a successful pilot project using goat grazing for the purposes of thatch management. Since that time we have continued to successfully use grazing to reduce thatch levels as required by the OOSPMP as well as reduce the risk of fire and invasive species control. We completed a five year contract for grazing services in 2016, which proved very successful.

Based on a wide range of vegetation management that can be obtained through goat grazing, the Open Space Division would like to enter into a five year agreement for grazing services. A Request for Proposal was issued in February 2017 for grazing services. Ecosystem Concepts, Inc. was selected based on their ability to meet City requirements such as maintaining a herder on site 24 hours a day, a certified disease free herd, and their past experience providing grazing services for other large municipalities, Fire Departments, Flood Control and Water Districts, and Utilities. The grazing will be performed at a per acre rate to provide the City's Open Space Manager the ability to assess needs on a yearly basis to determine the best use of the grazing contract towards vegetation management.

FISCAL IMPACT

\$363,300.00 for the first year of the services agreement will be funded as part of the approved Parks, Recreation & Libraries FY2017/18 budget. The total cost for the City of Roseville over the next five years will be a not to exceed amount of \$1,816,830.00, and will be contingent upon budget approval.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves minor alteration in the condition of the land, water, and or vegetation which 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.

Respectfully Submitted,

Brian Castelluccio, Open Space Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-134

Goat Grazing Agreement

RESOLUTION NO. 17-134

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

WHEREAS, a services agreement regarding goat grazing for vegetation management, by and between the City of Roseville and Ecosystem Concepts, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

SERVICES AGREEMENT

Project: Goat Grazing for Vegetation Management

THIS AGREEMENT is made and entered into this ____ day of _____, 2017,
by and between the City of Roseville, a municipal corporation ("CITY"), and Ecosystem
Concepts, Inc., a California corporation ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, CITY issued a Request for Proposals (RFP) for goat grazing services; and

WHEREAS, CONTRACTOR has prepared a proposal dated February 24, 2017, which
describes the scope of work to be performed by CONTRACTOR, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONTRACTOR is qualified and experienced to provide services related to
goat grazing for vegetation management;

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall be five (5) years.
2. Services. CONTRACTOR shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A" (CONTRACTOR's proposal) in accordance with the
specifications set forth in EXHIBIT "B," both of which are attached hereto and incorporated
herein by this reference.

3. Compensation. For its services provided hereunder, CONTRACTOR shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "A," attached hereto and incorporated herein by this reference. Total compensation for the term of the Agreement shall not exceed one million, eight hundred sixteen thousand, eight hundred thirty dollars (\$1,816,830).

CONTRACTOR shall submit one annual invoice for its services. Such invoice shall be delineated by task, the location/total acres, and the per acre rate. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, 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.

5. Insurance. CONTRACTOR agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

a. 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.

b. Additional Insureds. CONTRACTOR shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of 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.

c. Cancellation/Modification. CONTRACTOR 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. 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.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. 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.

h. 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.

6. Records. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR shall include this provisions in its contracts with all subcontractors.

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

8. Compliance with Laws. CONTRACTOR will 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. CONTRACTOR 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, EXHIBIT "B" shall govern.

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

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

13. Representation and Warranties. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage,

brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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 materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONTRACTOR hereby assigns to CITY all right, title, and interest, including but not limited to copyright and all copyright rights, in all Material created by CONTRACTOR in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONTRACTOR is, and shall remain, the property of CITY.

CONTRACTOR shall execute any documents necessary to effectuate such assignment. In the event that CONTRACTOR uses any individual who is not a full-time employee of CONTRACTOR, or entity to perform any work required of it pursuant to this Agreement, CONTRACTOR shall require said individual or entity to sign an agreement containing identical wording as the foregoing.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONTRACTOR ten (10) days advance written notice from the City Manager. CONTRACTOR may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONTRACTOR, CITY shall compensate CONTRACTOR for services performed as of the date of termination, upon the release to CITY of all 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. Non-Appropriation. Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement within ten (10) days prior to the expiration of its fiscal year in the event that the City Council does not authorize continued funding of this Agreement for the subsequent fiscal year.

18. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this 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 may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

19. Prevailing Wages. CONTRACTOR shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 CONTRACTOR shall forfeit as a penalty to CITY Fifty Dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such Work or craft in which such worker is employed for any public work done under this Agreement by CONTRACTOR or by any subcontractor under CONTRACTOR

in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated Prevailing Wage Rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated Prevailing Wage shall be paid to each worker by CONTRACTOR or subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, CITY has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be performed under this Agreement, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

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 CONTRACTOR at a prominent place at the site of the work.

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

CONTRACTOR will not recognize any claim for additional compensation because of the payment by CONTRACTOR of any wage rate in excess of the Prevailing Wage Rate set forth in the Agreement. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its proposal, and will not under any circumstances be considered as the basis of a claim against CONTRACTOR.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and 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.

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

22. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

23. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Brian Castelluccio, Open Space Superintendent
2005 Hilltop Circle
Roseville, CA 95747

CONTRACTOR

Ecosystem Concepts, Inc.
P.O. BOX 807
Dixon, CA 95620

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

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk

under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 __, and CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ECOSYSTEM CONCEPTS, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: Dibrann B McShen
its: President

ATTEST:

and
BY: Robert R. Schmitt
its: City Attorney

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Dion Louthan
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT “A”

ECOSYSTEM
CONCEPTS, INC.



*A Vegetation Management Service for
Rangelands, Grasslands and Pastures, both
Private and Public*

Dr. D.B. McGrew
Robert McGrew

P.O. BOX 807
DIXON, CA 95620

City of Roseville

Request for Proposals

Grazing Open Space and Preserved Land

March 2017



Tab A: Project Understanding

There are multiple purposes for the Grazing of Open Space and Preserve Land contract in the City of Roseville including fire prevention, public safety, preservation of endangered species and those of special concern, and habitat restoration. Grazing is an important means of achieving these goals through proper herd management. Grazing reduces flashy fuel and brush that form fire ladders into tree canopies. As an additional benefit grazing improves sight lines that also discourage illegal camping and other undesirable activities in public spaces. Grazing can be targeted to remove non-native and undesirable vegetation.

Some major challenges that we have encountered while grazing in Roseville over the past 10 years include:

- Livestock loss due to poisonous plants
- Fireworks
- Vandalism
- Theft of camp materials

Issues requiring special consideration include:

- Keeping bicycle and hiking trails open to the public
- Grazing exclusions from vernal pools and waterways

ECI has been able to mitigate these circumstances by:

- Identifying areas where poisonous plants grow, mainly where homes are adjacent to grazing areas. We fence off a buffer zone to ensure that the goats cannot browse on landscape plants that grow beyond backyard fences.
- ECI now receives notices about firework events from City of Roseville managers so that herders can prepare the herd and their dogs.
- ECI now installs electrified fence around each camp and often has two herders in problem areas to deter both vandalism and theft of camp materials.
- ECI communicates with City of Roseville management each season regarding vernal pools in the grazing area for direction on whether or not to exclude grazing. When directed to exclude grazing ECI tailors its fencing plan accordingly. When directed to graze specific vernal pools, typically in the fall, these areas are grazed to the specified intensity.

Our strength is in adapting to change and overcoming challenges. Over the past 10 year we have improved our fencing techniques and animal health program. Another plus is that ECI has been able to deliver reliable results in terms of timeliness and grazing outcomes.

Tab B: Grazing Methods

In our approach the ECI management team would meet with City of Roseville project managers prior to the start of grazing and discuss the schedule, priority areas, significant events in or near grazing areas, new or potential hazards, biological monitoring information that effects grazing Preserve Land, and input from community members that may improve service. A project plan for the current grazing season is then documented, reviewed, and implemented.

ECI will comply with the City of Roseville's "**Standards and Specifications**", including:

- On-site supervision at all times when grazing animals are present on City property
- Care for the herd in accordance with best animal management and husbandry practices
- Any goats that die during the project will be examined by a veterinarian and removed and disposed of by ECI
- Three day quarantine outside Roseville to prevent the introduction of non-native invasive plants. Animals fed with either commercially inspected bulk feed or agricultural crops.
- All herd dogs will be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian
- All livestock will be identified with ear tags and have current vaccination and certification
- Portable electrical fencing with warning signs will be used to contain the grazing animals within 1-3 acre paddocks. Locate and return escaped animals to fenced areas.
- Move herd to prevent overgrazing, habitat destruction, erosion
- Protect rare, endangered plants and species of special concern from damage

We will provide enough animals and staff to complete the project in the specified time. See the tables below for vehicles, equipment and our proposed work schedule and timeline.

ECI will use the following equipment to graze the City of Roseville's Open Space and Preserved Land:

Description	Quantity
Camp trailers to house shepherds	4
Livestock trailers to transport herd in/out and around Roseville	3
Heavy duty pickup trucks to haul camp trailers, livestock, water trailers	3
1000 gallon Big W potable water tanks	4
Heavy duty batteries to power camp trailers and electrified fencing	20
Solar panels for charging batteries	8
Electrified fencing to contain goat herd (165' roll per roll)	250
intermittent pulse energizer for electrified fencing	8
Personal Protective Equipment- hearing and eye protection, gloves	various
Small equipment including weed eaters and various hand tools	various
Cell phones for each camp	4

ECI provides the following training to all employees:

- Electrified fencing installation
- Energizer operation
- Solar panel set up
- Battery safety
- Water trough setup
- Weedeater and hand tool use and safety
- Personal protective equipment
- Corral construction
- Livestock herding including loading/unloading trailers, transferring into paddocks
- Basic First Aid
- Emergency contact procedures and incident reporting

Work Schedule & Estimated Completion Time

Area	Start Date	End Date	# Days	# Goats	Herd 1	Herd 2	Herd 3
G0-003	4/15	4/22	7	725	X		
G0-005	4/22	5/2	10	725	X		
G0-006	5/19	5/29	10	650		X	
G0-007	5/30	6/10	10	650		X	
G0-008	4/15	4/30	10	650		X	
G0-009	5/1	5/7	7	650		X	
G0-10	5/8	5/18	10	650		X	
G0-048	5/2	5/9	7	700			X
G0-049	5/9	5/16	7	700			X
G0-050	5/16	5/26	10	700			X
G0-051	5/26	6/6	10	700			X
G0-052	6/6	6/16	10	700			X

ECI utilizes 1000 gallon Big W Potable water trailers to provide water for the herds and for the camp trailers. ECI owns a sufficient number of these trailers to supply water to multiple herds and camp trailers.

Low voltage electrified fence is utilized to contain each herd until the desired level of grazing is achieved. While the herd is in one paddock the herders install sufficient fencing to create the next paddock. Once the herd is transferred into that next paddock fencing from the previous paddock is secured into rolls so it may be transported ahead to create yet another paddock. This process of progressive fencing and herd movement is repeated until each unit is completed.

ECI understands that Roseville's Open Space and Preserved Land are valued for their beauty, tranquility, passive recreational opportunities and as wildlife and plant habit. All of these public lands must be managed carefully into perpetuity. The Preserved Land areas require more careful planning due to the presence of threatened, rare, and endangered plants and animals. Under agreements between the City of Roseville and various agencies including the U.S. Fish &

Wildlife Service and the California Department of Fish & Wildlife existing ecological conditions of these areas have been studied and are monitored regularly. We are committed to both communicating with the City of Roseville staff prior to grazing Preserved Land and willing to implement adaptive management strategies that change timing, location or intensity from season to season.

ECI is committed to engaging with the communities that we serve. Our site supervisors and management team follow up on any concerns or suggestions from neighbors or park users and communicate with the client's manager to resolve issues.



P.O. BOX 807, DIXON, CA 95620
707.693.1989

DATE
2/23/2017

NAME / ADDRESS
City Of Roseville 2005 Hilltop Circle Roseville, Ca 95678

PROJECT

ITEM	DESCRIPTION	QTY	COST	TOTAL
Veg Manage	Vegetation removal and management, utilizing goats priority areas group 2,8,7,and 3. Total acreage 756.87	756.87	300.00	227,061.00
Veg Manage	Vegetation removal and management, utilizing goats. Low priority areas Groups 1,4,5,6,9,10,and 11.	908.7	150.00	136,305.00
Set Up Fee	Freight in and out of job sight/ location set up		0.00	0.00
animal health	all goats used for grazing projects are current on vaccinations, inspected and treated for internal and external parasites, and are health inspected by a licensed veterinarian.		0.00	0.00
Hand Crew	Labor for hand clearing lines for electric fence		0.00	0.00
Herdsmen/Labor	A herdsman familiar with how to use all equipment provided by E.C.I. to maintain the animals and fencing. This person is a documented legal laborer with all necessary documentation provided through the H2A workers program. He is an employee of E.C.I. and workers compensation is provided for said worker by E.C.I. Payroll for said person will be provided by E.C.I.		0.00	0.00
insurance/liabi...	Ecosystem Concepts, Inc. is insured with State Farm Insurance and has satisfied all insurance requirements for all cities, municipalities, and private companies we have worked for in the last 15 years. A certificate of liability from State Farm can be provided. ECI will work within the funds available peracre costs		0.00	0.00
		Total	\$363,366.00	

A Vegetation Management Service for Rangelands, Grasslands and Pastures, both Private and Public

EXHIBIT "B"

Attachment B

Standards and Specifications

1. NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- A. Contractor shall have on site supervision at all times when grazing animals are present on City property.
- B. Roseville Police Department shall be notified of the current location of grazing animals and any movement of grazing animal's location.

2. PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will inspect the site with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

3. NOTICE TO PROCEED

As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

4. ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of the City.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Grazing Services Contract.

5. CARE AND CONTROL OF ANIMALS

The contractor is completely responsible for, and shall pay all costs necessary to ensure the health and safety for the animals and to comply with any applicable federal, state and local animal health requirements and laws.

All operations shall be carried out in accordance with best animal management and husbandry practices. All goats will be certified disease free, healthy, well-nourished and free of internal and external parasites, CAE free, and current on vaccinations for disease prevention. A licensed veterinarian, prior to the job, will inspect all goats and perform blood testing at the cost of the contractor. The City shall receive copy of veterinarian records for all goats to be utilized on the project prior to start of project. Animals will be ear tagged with an identification number. No pregnant goats shall be used.

A veterinarian at the contractor's expense will examine any animal that shows signs of illness. If any areas in the project contain poisonous plants that cause sickness or death to the goats, that area will not be grazed, if the plants cannot be isolated and avoided. It is the responsibility of the contractor to inspect all areas for poisonous plant material prior to grazing. Any goats that die during the project will be examined by a veterinarian and removed and disposed of by the contractor.

The herd shall be sequestered, and feed utilized which does not contain unwanted seed/plant material for at least 3 days prior to being brought on site.

6. HEARDING ANIMALS

The contractor will use dogs for herd control and predator deterrence. The contractor's dogs will work off leash in order to accomplish this scope of work only within fenced areas. All dogs used for this purpose shall be vaccinated for rabies and shall have a certificate of vaccination by a licensed veterinarian. Contractor shall provide copy of vaccination records for all herding animals at time of proposal. A sign shall be posted that any dogs not working on the project or any dogs near the project site must be on a leash. Leash laws will be enforced.

7. HERDSMAN

A person employed by the contractor must be on or near the work site whenever herding animals are present on City property. An EDD certificate of compliance must be provided to the City with proposal for all herdsman from out of country. A portable self-contained living trailer, i.e., tent trailer, trailer, 5th wheel, camper shell, or small motor home, will be provided by the contractor for this person to live on site during the entire duration of the project. The City and contractor will determine appropriate site locations for living trailers. The herdsman must have a cell phone provided by the contractor for communication and number provided to the City. The herdsman will not smoke or use open fires for at anytime while on site. Alcohol is prohibited from use in all Preserve or General Open Space areas. The camps may be inspected by State Inspectors and are to be in compliance with State of California. The campsite is to be kept clean and near the current grazing paddock. Movement of the camp is the responsibility of the vendor and included in the cost of this contract.

8. PADDOCKS

Portable electrical fencing, supplied by the contractor, will be used to contain the grazing animals within 1-3 acre paddocks. A 3-foot buffer shall be in place between all resident properties, infrastructure, and vegetation not to be grazed to prevent damage by grazing animals. Contractor will post signage every 20 yards warning of electric fence and providing a brief description of the project and any other warning information the City or the contractor deem necessary for the protection of the public and the grazing animals.

9. POTABLE WATER

Water for the grazing animals as well as on site staff may or may not be provided by the City. Anti-syphon devices must be provided by the contractor.

10. LICENSES REQUIRED FOR DURATION OF CONTRACT

11. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the

work under the Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

12. Chemicals/Hazardous Materials

No chemicals shall be used, stored or moved on to any City property. Contractor will be responsible for the cleanup of any hazardous materials spills or contamination.

13. RESPONSE TIME

Contract supervision shall be immediately available at all times Contractor employees or grazing animals are on sites, must be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within one (1) hour of initial contact.

14. QUALIFIED CONTRACTOR SUPERVISION

All Contractor assigned Project Managers must be qualified, trained, and capable of providing adequate supervision and direction of all Contractor's employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

15. CONTRACTOR'S EMPLOYEES

The Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and its employees act as an agent of the City of Roseville and represent the City in the performance of their work. Only Contractor's employees are allowed on City premises where work is being performed. At all times, personnel shall wear uniforms. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor if deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest, create a risk of liability to the City, or whose actions are inconsistent with the best interest of the City.

16. EMPLOYER PROVIDED UNIFORMS

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo.

17. CONTRACTOR'S EQUIPMENT

The Contractor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

18. LOCKS AND KEYS

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost. Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

19. TRAFFIC CONTROL

The Contractor shall be responsible for following all laws and regulations as they pertain to traffic control, lane closures, etc. When impacting parking, signage must be posted a minimum of twenty four (24) hours before work begins.

20. DAMAGE TO PROPERTY

The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location(s) that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be put on notice in writing to bring the site back into compliance. Payment may be withheld if location damaged is not left in its initial condition or a condition satisfactory to the City or private property owner.

20. REFUSE DISPOSAL

Disposal of refuse must be handled in one of two ways. Refuse can be delivered by the Contractor, or its service provider, to the MRF/WPWMA facility. Refuse may be delivered to an alternate location if 100% of the refuse is being recycled. If this option is chosen it will be the responsibility of the Contractor to supply the City with proof of recycling when requested.



COUNCIL COMMUNICATION

CC #: 8398
File #: 0203-01

Title: Vehicle Purchase Orders
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.8.

RECOMMENDATION TO COUNCIL

NJPA Contract

Staff recommends City Council authorize a purchase order to Cal Line Equipment for one Intimidator 18XP Brush Bandit wood chipper utilizing National Joint Powers Alliance (NJPA) contract 031014-BAN to replace 06-801 approved on the FY2016-17 Auto Replacement Budget. The total cost of this wood chipper including sales tax is \$71,476.38.

Staff recommends City Council authorize a purchase order to Holt of California for one Caterpillar 918M wheel loader utilizing NJPA contract 032515-CAT to replace 02-685 approved on the FY2016-17 Auto Replacement Budget. The total cost of one wheel loader including sales tax is \$153,490.84.

BACKGROUND

NJPA Contract

The Parks Recreation and Libraries Open Space Division is purchasing one Bandit Chipper as a replacement for chipper 06-801. It is currently used by the City's Open Space Division for storm emergency response to clean up downed trees and debris, creek and preserve maintenance, tree removals, tree trimming, invasive plant management and bike trail maintenance.

Public Works Street Maintenance division is purchasing a Caterpillar 918M wheel loader as a replacement for vehicle 02-685. The wheel loader is shared by the Drainage and Paving crews to load K-Rail, construction materials and debris. It will also be used to remove leaf piles from City streets during the fall leaf season.

The City is piggybacking a competitively bid contract from NJPA for this purchase. NJPA creates national cooperative contract purchasing opportunities and solutions on behalf of its members which include all government, education, and non-profit agencies nationwide. The City of Roseville is a member of NJPA.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as

age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
06-801	24	Meets City replacement criteria
02-685	29	Meets City replacement criteria

FISCAL IMPACT

NJPA Contract

The total cost of one Brush Bandit wood chipper including sales tax is \$71,476.38. Funding is included in the FY2016-17 Auto Replacement Budget.

The total cost of one Caterpillar 918M wheel loader including sales tax is \$153,490.84. Funding is included in the FY2016-17 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8386

File #: 0203-12 & 0201-01

Title: Ballistic Vest and Helmet Systems - Sole Source Purchase Order and Budget Adjustment

Contact: Doug Blake 916-746-1058 dblake@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff requests that Council authorize a sole-source purchase order with Aardvark Tactical in the amount of \$53,050.37 for ballistic vest and helmet systems for the SWAT team, and adopt an ordinance amending the budget in the amount of \$ 19,028.

BACKGROUND

The police department has a requirement for protective gear for the SWAT team. SWAT team members are specially trained police officers and paramedics who are sent to secure areas and make arrests in high-risk situations, such as barricaded armed suspects and high-risk warrant service operations. Because of their inherently more hazardous work, they are equipped with specialized ballistic (bullet-proof) protective gear. The gear is customized for the different functions of team members, including entry team members, snipers and medics. The team uses Project 7 armor, which is designed to work as a single integrated system that ensures that all components (vests, arm protectors, plates, helmets, belts and pouches) work together seamlessly to ensure the safety of the tactical officers. Project 7 armor systems are only manufactured and distributed by Aardvark Tactical of La Verne, California.

The purchase order includes four (4) kits for sniper team members, eleven (11) kits for entry team members, three (3) kits for SWAT medics and one (1) helmet kit.

FISCAL IMPACT

The total cost will be \$49,464.21 plus \$3,586.16 tax for a total cost of \$53,050.37. Sufficient funds for this purchase were included in the police department's FY 17 budget, however, due to a clerical error \$19,028 was not carried forward in the 2017 Police Rehab Fund. The fiscal impact will be \$19, 028.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this requested purchase of protective gear for SWAT.

ENVIRONMENTAL REVIEW

The SWAT team protective gear is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance 5827

Budget Adjustment

ORDINANCE NO. 5827

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for ballistic vests and helmet systems for the SWAT team, per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$19,028.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
A.R. 6.01 Budget Adjustment Policy & Procedure.

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

REQUESTER*: Shelly Bracco

DEPARTMENT/DIVISION*: Police/ Administration

FISCAL YEAR/EFFECTIVE DATE*: FY2017

PROPOSED COUNCIL DATE (if applicable): 04/19/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
19,028	91024	5225	310	179202		Police Rehab/Tactical Armor - ballistic vests
\$ 19,028	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
19,028			310			available funds
\$ 19,028	TOTAL					

FINANCE USE Approved: [Signature] 4/15/17 [Signature] 4/15/17
BUDGET MANAGER/DEMOGEE DATE Finance Director Date

Justification for Budget Adjustment*:

At the end of fiscal 2016 a request for \$19,027.50 was made during the carry-forward process. Due to a clerical error, funds were not carried forward. The Police Rehab CIP is now short the \$19,027.50 needed to complete the order for the ballistic vest and helmet systems, which were originally approved in the CIP Rehab Fund for FY17. In order to complete this purchase we are asking for the appropriate budget adjustment.

Approved: <u>[Signature]</u> 4/15/17	Approved: <u>[Signature]</u>
REQUESTING DEPARTMENT HEAD / DEMOGEE DATE	CITY MANAGER DATE

Tom Rob Jensen

Revised 6/2016



COUNCIL COMMUNICATION

CC #: 8397

File #: 0704 & 0320

Title: Vegetation Management and Firebreak Control - Service Agreement Renewal

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

Meeting Date: 4/19/2017

Item #: 7.10.

RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute a Service Agreement renewal between the City of Roseville and H & N Enterprises, allowing for the installation of Firebreaks and reduction of vegetation on City owned and private property. Additionally, authorize the City Manager to execute each of the remaining three years of renewals of the service agreement without Council approval provided the budget is approved each year by the City Council.

BACKGROUND

The City of Roseville is required by California Fire Code 304.1.2 and Title 19 California Code of Regulations, to install firebreaks on City property prior to July 1st of each year. A minimum 30 foot firebreak is required between natural areas and residential and commercial properties. The City utilizes a combination of City staff and contract labor to complete the firebreak installation. Approximately 200 acres of firebreaks in over 100 locations are installed throughout the City each year. The Roseville Fire Department issues notices to all private property owners whose property requires a firebreak. Should private property owners fail to meet the deadline, the City installs the firebreak and bills the property owner. Due to this reason, we request approval for additional spending authority on top of the base bid to enable these firebreaks to be completed by the regulated deadline.

Vegetation reduction and management for clearance, asset protection and other regulatory measures will also be conducted as part of the project and be utilized by the Parks, Recreation & Libraries Department, Public Works Department and Environmental Utilities Department for said services. In February 2016 a Request for Proposal was issued for vegetation management and firebreak services. Two companies submitted proposals. The companies were evaluated by staff from the Open Space Division and Fire Department. H & N Enterprises was selected based-on experience, understanding of the project, and a demonstrated ability to complete a project of this size and scope.

FISCAL IMPACT

The cost of the project during the current fiscal year is \$91,000.00 from approved FY2016/17 budget with optional (\$18,2000.00), for a do not exceed amount of \$109,200.00.

Fire Department	06011-5101	\$ 11,000.00
Open Space Division	08551-5100	\$ 25,000.00
Preserve Fund	91008-5100	\$ 30,000.00
Parks Division	08555-5340	\$ 8,000.00
Streets Division	08342-5100	\$ 8,000.00
Environmental Utilities	08414-5340	\$ 9,000.00

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves a minor alteration in the condition of the land, water and/or vegetation but 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.

Respectfully Submitted,

Brian Castelluccio, Open Space Superintendent

Dion Louthan, Director of Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-129

SA Vegetation & Firebreak Control H & N Enterprises

RESOLUTION NO. 17-129

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF
ROSEVILLE AND H&N ENTERPRISES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1703256) to provide vegetation management and firebreak control services, has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute three additional one-year renewals of the service agreement provided that the respective budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703256**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 2/28/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V40899
Telephone No.: (925) 828-9163 Fax:
Email address: handn.enterprises@gmail.com
Contractor: H & N ENTERPRISES
ATTN: RYAN NIELSEN
P.O. BOX 608
PLEASANTON, CA 94566

Department: OPEN SPACE

Acct. Code: 91008-5100

Buyer: BABETTE OWENS
Phone: (916) 774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
4/1/17	NET 30	4/30/18	Approved by Risk Mgt.	BRIAN CASTELLUCCIO

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

VENDOR SHALL PROVIDE ANNUAL VEGETATION MANAGEMENT & FIREBREAK CONTROL FOR OPEN SPACE. WORK WILL BEGIN NO LATER THAN MAY 1ST AND MUST BE COMPLETED BY DEC 30TH. EACH YEAR THE VENDOR AND CITY SHALL MEET BY APRIL 1ST TO DISCUSS YEARLY SCHEDULE AND COORDINATE WORK IN ACCORDANCE WITH ALL TERMS, CONDITIONS, ATTACHMENTS, AND SPECIFICATIONS OF RFP 13-031.

Please contact Brian Castelluccio at (916) 746 1755 for questions regarding this agreement.

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

Total Cost of Service: \$ **109,200.00**

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

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

Business License No.: _____ Contractor License No.: 1003486 DIR Registration No.: 1000021513

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may

result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

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

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements or if required by law.



COUNCIL COMMUNICATION

CC #: 8412

File #: 0900-04-01

Title: 2015 Regional Surface Transportation Program Arterial Resurfacing Project - Professional Services Agreement Amendment

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

Meeting Date: 4/19/2017

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreements with UNICO Engineering, Inc. for additional construction management services in the amount of \$80,000.00, and authorize the City Manager to execute the agreement.

BACKGROUND

The 2015 RSTP Arterial Resurfacing Project is funded in part with Federal Regional Surface Transportation Program (RSTP) funds and includes resurfacing, curb ramp reconstruction, and signal detector loop replacements along various arterial roadways throughout the City.

The streets included in the project are portions of: Pleasant Grove Blvd.; Fiddymment Rd.; Foothills Blvd.; Galilee Rd.; Vineyard Rd.; East Roseville Parkway.; Atlantic St.; Eureka Rd.; Sunrise Ave.; North Sunrise Ave.; Sierra Gardens Dr.; Santa Clara Dr.; Vernon St.; Melody Ln.; Junction Blvd.; and Douglas Blvd. Attachment "A" shows the limits of the work.

The 2015 RSTP Arterial Resurfacing Project construction management contract was awarded to UNICO Engineering at the May 18, 2016 City Council meeting for the not-to-exceed amount of \$601,310.93. UNICO provided resident engineer and inspection services for the project. During construction, the contractor had numerous scheduling challenges which led to the contractor working double shifts (day and night) and extended work shifts. This resulted in additional UNICO construction management costs. The construction contract contained language which required the contractor to reimburse the City for these additional costs. All of the additional services and related costs required to properly manage the project were tracked and presented to the contractor at the weekly construction meetings throughout the project. Subsequently, the City enforced the construction contract specification and deducted the additional fees from the construction contract.

Therefore, this request is to increase the UNICO construction management contract not-to-

exceed amount only. No budget adjustment is necessary due to the project cost savings that resulted from the enforcement of the construction contract specifications.

FISCAL IMPACT

The additional cost for this amendment is covered by the previously Council approved project budget. That budget is funded in part from the Local Transportation Fund (441), Gas Tax Fund (201), and Federal RSTP funds. An administrative deduction reduced the construction contract making the funds available to cover the additional construction management services. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this contract amendment will create approximately 0.9 jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Noah Siviglia, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-137

Project Location Map

1st Amendment to Professional Service Agreement

RESOLUTION NO. 17-137

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND UNICO ENGINEERING, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to Professional Services Agreement for the 2015 RSTP arterial microsurfacing project, by and between the City of Roseville and UNICO Engineering, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

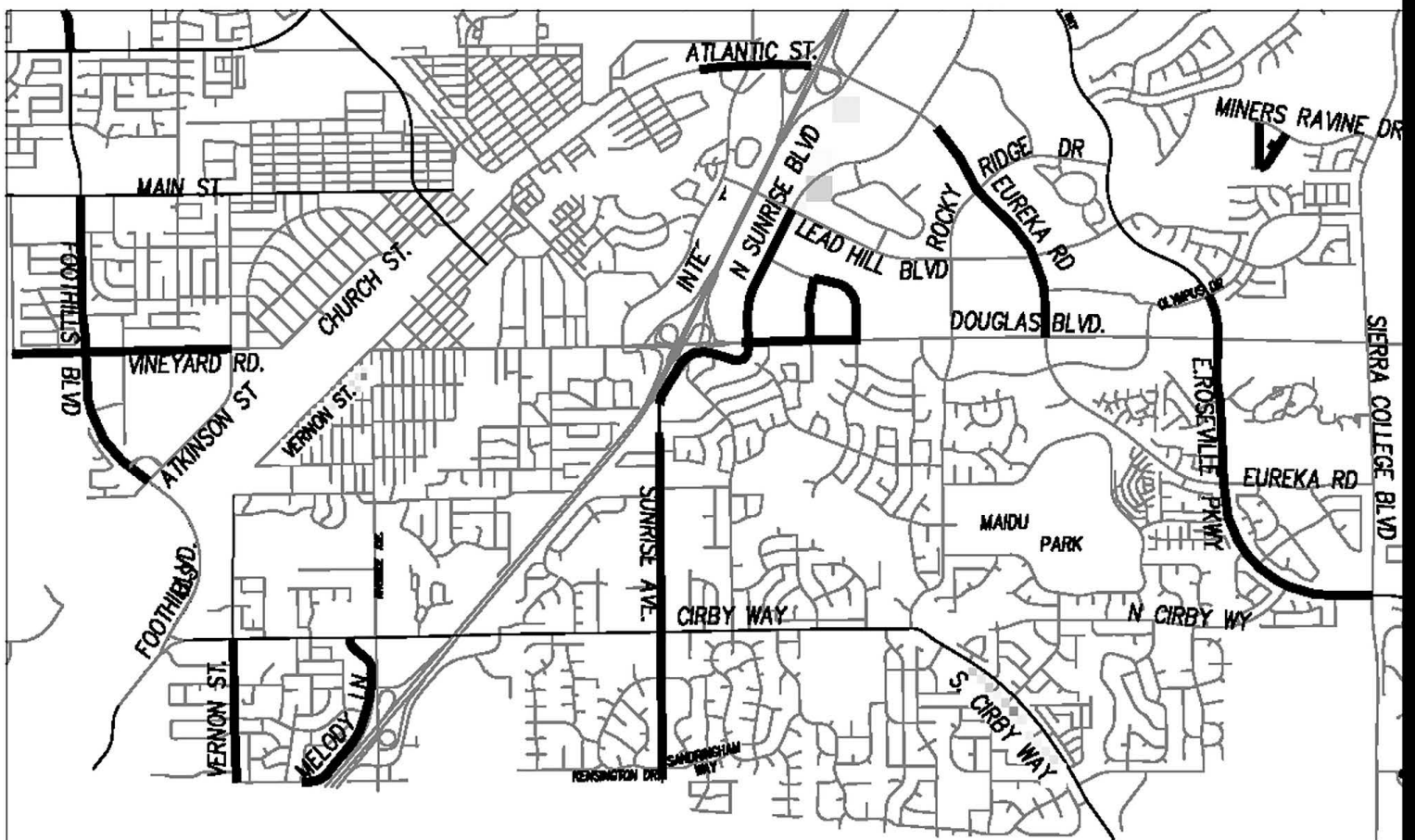
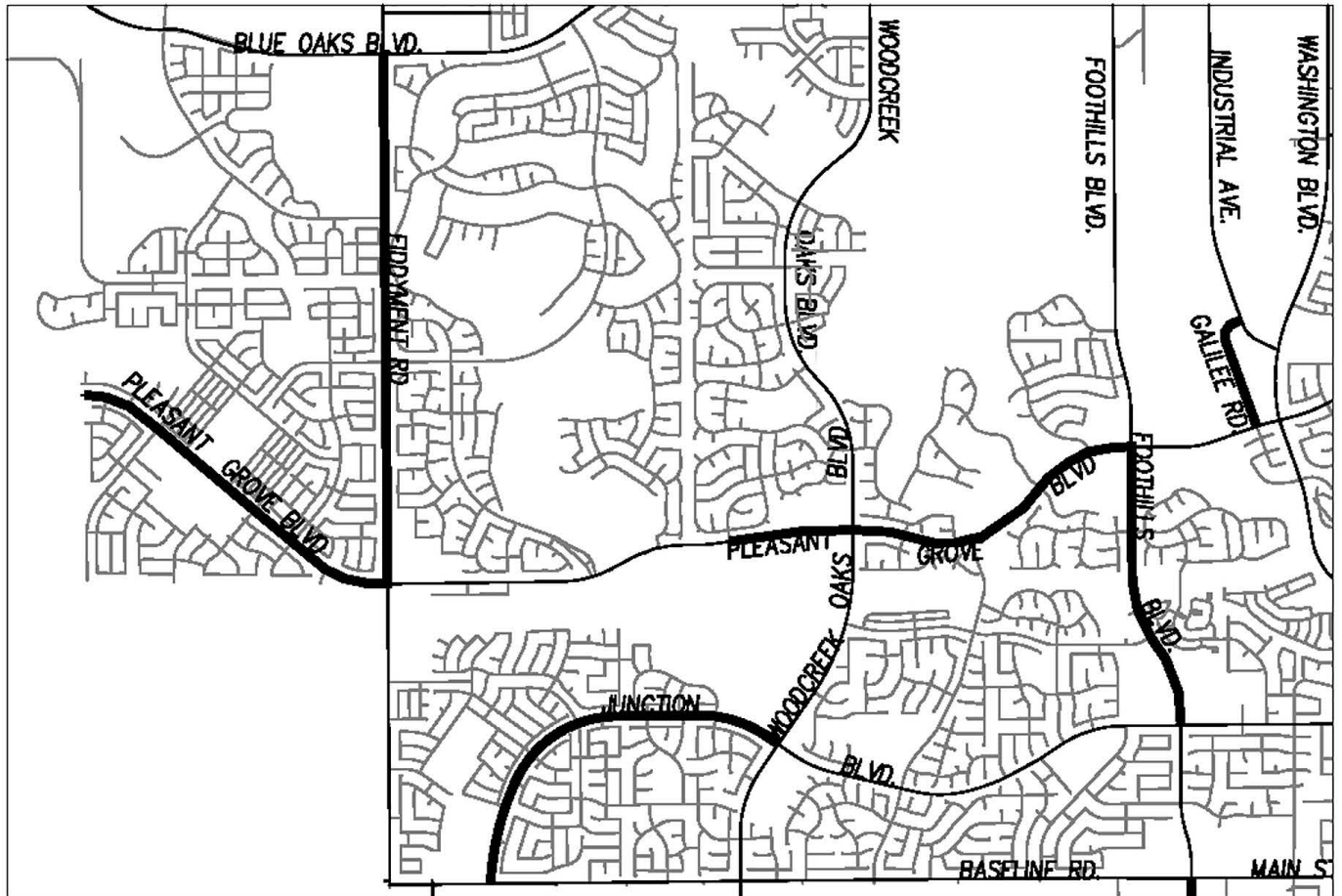
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ATTACHMENT "A" 2015 RSTP RESURFACING PROJECT LOCATION MAP



**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

2015 RSTP Arterial Microsurfacing Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and UNICO Engineering, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated May 18, 2016 ("Agreement") regarding 2015 RSTP Arterial Microsurfacing Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated March 3, 2017, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

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

"CITY shall pay eighty thousand dollars (\$80,000), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement. This brings the total not to exceed contract amount to six hundred eighty-one thousand, three hundred and ten dollars and ninety-three cents (\$681,310.93)."

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

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

CITY OF ROSEVILLE, a
municipal corporation

UNICO ENGINEERING, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: PRESIDENT
and
BY: _____
its: SECRETARY

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RHON HERNDON
Public Works Director

EXHIBIT "A"

March 3, 2017

Noah Siviglia
Assistant Engineer
Public Works-Engineering
City Of Roseville
311 Vernon Street
Roseville, Ca 95678

RE: Addendum to 2015 RSTP Arterial Microsurfacing Project

Dear Mr. Siviglia,

UNICO Engineering would like to request an addendum to the 2015 RSTP Arterial Microsurfacing Project to include additional budget of \$80,000.00 for the following tasks:

Task #3 – Field Inspection and Quality Assurance: \$19,404.00

Task #6 – Project Close Out: \$33,328.57

Cost overruns as a result of additional inspections required to staff contractor operations: \$27,267.43.

Please note that this budget does not include time for claims or protest processing.

Please let me know if you have any *questions*.

Thank you,

Kim Buschmann
Project Accountant
UNICO Engineering, INC.
kbuschmann@unicoengineering.com

cc: Carl Sloan, Justyn Webster

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

2015 RSTP Arterial Microsurfacing Project

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and UNICO Engineering, Inc., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated May 18, 2016 ("Agreement") regarding 2015 RSTP Arterial Microsurfacing Project ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's letter/proposal dated March 3, 2017, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

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

“CITY shall pay eighty thousand dollars (\$80,000), in consideration of the additional services as set forth in Exhibit “A” to the First Amendment to Agreement.

This brings the total not to exceed contract amount to six hundred eighty-one thousand, three hundred and ten dollars and ninety-three cents (\$681,310.93).”

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

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

CITY OF ROSEVILLE, a
municipal corporation

UNICO ENGINEERING, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: _____
its: PRESIDENT

ATTEST:

and
BY: _____
its: SECRETARY

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

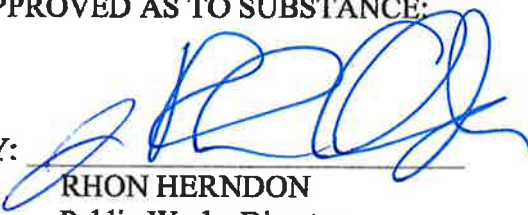
BY:  _____
RHON HERNDON
Public Works Director

EXHIBIT "A"

March 3, 2017

Noah Siviglia
Assistant Engineer
Public Works-Engineering
City Of Roseville
311 Vernon Street
Roseville, Ca 95678

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Task #6 – Project Close Out: \$33,328.57

Cost overruns as a result of additional inspections required to staff contractor operations: \$27,267.43.

Please note that this budget does not include time for claims or protest processing.

Please let me know if you have any *questions*.

Thank you,

Kim Buschmann
Project Accountant
UNICO Engineering, INC.
kbuschmann@unicoengineering.com

cc: Carl Sloan, Justyn Webster



COUNCIL COMMUNICATION

CC #: 8413

File #: 0721

Title: Fiscal Year 2016-17 Transportation Development Act Claim

Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Recommend Council approve the annual Transportation Development Act (TDA) claim for FY2016/17. Approval is also requested authorizing the City Manager or his designee to execute the claim on behalf of the City. The total claim will be for an amount not to exceed \$7,817,582.00 (\$7,469,295.00 in Local Transportation Funds and \$348,287.00 in State Transit Assistance funds).

BACKGROUND

The Placer County Transportation Planning Agency (PCTPA) has adopted the FY2016/17 Final Findings of Apportionment for the Local Transportation Fund (LTF). This revenue comes from a 1/4 cent sales tax in Placer County. These funds are used for local transportation programs. The City of Roseville has up to \$7,469,295.00 in LTF available to claim from PCTPA in FY2016/17. The City is also eligible to receive up to \$348,287 in State Transit Assistance (STA) funds from PCTPA. STA funds are derived from state fuel excise taxes. These funds are applied to administration, operations, capital improvements, and maintenance of the City's transit, Transportation Systems Management (TSM) and bikeway programs. Up to \$2,750,000.00 of LTF claimed this year will be used for roadway maintenance activities. Refer to the attached FY2016/17 TDA Financial Plan details.

FISCAL IMPACT

This annual claim process provides revenue to Local Transportation Funds 440 and 441 for the operations of and capital improvements by the Alternative Transportation Division of Public Works, and contributes to streets and roads maintenance activities of the Public Works Engineering Division.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000 in direct government spending. Using this guideline, expenditure of FY2016/17 TDA funds would support 85 jobs.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review as this is not a project defined by the California Environmental Quality Act (CEQA).

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-138

Transportation Development Act Claim Form

RESOLUTION NO. 17-138

APPROVING AND AUTHORIZING EXECUTION OF THE TRANSPORTATION
DEVELOPMENT ACT CLAIM FOR FY2016-17

WHEREAS, the California Public Utilities Code authorizes local transportation funding available through the Local Transportation Fund and State Transit Assistance Fund established by the Transportation Development Act (TDA); and

WHEREAS, the Placer County Transportation Planning Agency (PCTPA) is responsible for reviewing and approving annual transportation claims, and for making allocations from the Local Transportation Fund (LTF) and State Transit Assistance (STA) Funds;

WHEREAS, the City of Roseville has up to \$7,469,295 in LTF available to claim from PCTPA and is also eligible to receive up to \$348,387 in STA funds; and

WHEREAS, staff recommends that the City of Roseville apply for the full amount of the FY2016-17 claim of \$7,817,582; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the annual Transportation Development Act claim for FY2016-17 and authorizes and directs the City Manager or his designee to execute the claim and any related documents.

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

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street, Suite 150
Roseville, CA 95678
CONTACT PERSON: Michael Dour
Phone: 916-746-1304 Email: mdour@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$ 666,022 for Fiscal Year 2016/2017, in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer.

Transit Operations (6730a):	\$ <u>348,287</u>
Transit Capital (6730a):	\$ _____
Contracted Transit Services (6731b):	\$ _____
Community Transit Services Provided by WPCTSA (6731.1):	\$ _____

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

TITLE: _____

DATE: _____

BY: _____
(signature)

TITLE: City Manager

DATE: _____

CLAIM FOR LOCAL TRANSPORTATION FUNDS
TRANSIT PURPOSES

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street, Suite 150
Roseville, CA 95678
CONTACT PERSON: Michael Dour
Phone: 916-746-1304 Email: mdour@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2016/2017, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations/Capital:	\$ <u>2,434,778.17</u>
P.U.C. 99275, Article 4.5, Community Transit Services:	\$ <u></u>
P.U.C. 99400c, Article 8c, Contracted Transit Services:	\$ <u></u>
C.C.R. 6648, Capital Reserve:	\$ <u></u>
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	\$ <u></u>

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

TITLE: _____

DATE: _____

BY: _____
(signature)

TITLE: City Manager

DATE: _____

CLAIM FOR LOCAL TRANSPORTATION FUNDS
STREETS & ROADS PURPOSES

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Roseville
ADDRESS: 316 Vernon Street, Suite 150
Roseville, CA 95678
CONTACT PERSON: Michael Dour
Phone: 916-746-1304 Email: mdour@roseville.ca.us

The City of Roseville hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2016/2017, for street and road purposes (P.U.C. 99400a) in the amount of \$ 5,034,516.83 to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

TITLE: _____

DATE: _____

BY: _____
(signature)

TITLE: City Manager

DATE: _____

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: _____ City of Roseville _____

Fiscal Year: _____ 2016/2017 _____

<u>Brief Project Description</u>	<u>Project Cost</u>		<u>Source of Funding & Amount</u>	
TRANSIT OPERATIONS	Administration & Services	\$5,465,172	Interest Earnings from FY2016	\$84,537
	Operating Reserve	\$1,500,000	Carryover	\$5,331,360
			Passenger Fares	\$1,041,753
			Advertising/Other	\$224,470
			Transfer Out to Fund 441	(\$2,500,000)
			LTF Article 4 FY2017	\$2,434,778
			STA FY2017	\$348,274
	OPERATIONAL COSTS	\$6,965,172	OPERATIONAL REVENUE	\$6,965,172
TRANSIT CAPITAL PROJECTS	Transit Capital Projects	\$3,777,890	LCTOP State Grants	\$162,000
	Repower	\$75,000	FTA Capital Assistance	\$755,000
	Capital Reserve	\$1,500,000	Other	\$10,000
			Carryover	\$4,425,890
	CAPITAL COSTS	\$5,352,890	CAPITAL REVENUE	\$5,352,890
STREETS AND ROADS	TSM & Bikeway Program	\$1,218,294	LTF Article 8A FY2017	\$5,034,517
	Maintenance-Roadway	\$2,750,000	Interest Earnings FY2017	\$15,000
	Construction	\$1,023,817	Transfer In from Fund 440	\$2,500,000
			Carryover	\$3,445,223
	Subtotal	\$4,992,111		
	Capital Reserve	\$1,500,000		
	STREETS & ROADS COSTS	\$6,492,111	STREETS & ROADS REVENUE	\$6,492,111
			ESTIMATED CARRYOVER FY17	\$4,502,628



COUNCIL COMMUNICATION

CC #: 8383

File #: 0214

Title: Sutter Health Getting to Zero Resolution

Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution showing its commitment to the Sutter Health *Getting to Zero* campaign that is working to address the challenges of homelessness through regional coordination and public-private partnerships. The City's participation in this effort does not represent any cost to the General Fund and through this regional collaboration the City can apply for additional funding to address service and housing needs related to homelessness.

BACKGROUND

Last fall City officials and staff met with Sutter Health Foundation to hear about their new efforts on homelessness, called *Getting to Zero*. As part of that meeting, Sutter representatives explained the organization's vision to create public-private partnerships and regional collaboration to address the challenges and needs of homelessness. Sutter stated that their efforts were multi-dimensional, including:

- the goal of further collaboration across the Sacramento region (Placer, Sacramento, and Yolo Counties) in responding to homelessness and measuring outcomes related to regional efforts;
- an objective of increasing public-private partnerships in reducing homelessness through an effort to unite vision and resources towards this purpose;
- a desire to support new initiatives and creative thinking by matching local funds being committed to new projects and service approaches; and
- a necessity to further develop data measurements and packaging in a way that provides meaning to private partners, the public, and the governmental organizations providing the funding for homeless services and housing.

Over the course of several months, city and county representatives have met multiple times to hear about Sutter efforts, discuss regional objectives, and identify data and performance measurements most critical to the work of addressing homelessness and most valuable in communicating the progress of this work to local leaders, members of the public, and potential funding partners.

To date, the City of Roseville has received \$250,000 from the Sutter Health *Getting to Zero*

campaign for use by local service providers in homeless prevention and rapid rehousing activities. Roseville is working on submittal of a \$2,000,000 request to match local funding towards the Main Street Plaza affordable housing project at Washington Boulevard and Main Street that will, in part, address the needs of families and individuals who are homeless or at-risk of homelessness through affordable rents and supportive services.

Staff values Sutter Health's leadership in convening city and county staff from across the region and hosting valuable discussions on the technical aspects of homelessness and local response. Further, staff appreciates the efforts and coordination Sutter is demonstrating in generating and administering additional resources for providing services and housing that address homelessness in Placer, Sacramento, and Yolo counties.

Sutter Health has made an initial three-year commitment to this regional effort and as part of its demonstrated effort has asked localities to state their support as well. Additional information about the *Getting to Zero* effort can be found at wecangettozero.com.

FISCAL IMPACT

Commitment to the Sutter Health *Getting to Zero* campaign results in greater efficiencies in the use of regional resources to address homelessness. Participation in this effort, to date, has afforded the City \$250,000 in new revenue to match local funding for homeless prevention and rapid rehousing services. The City is submitting an additional matching request for up to \$2,000,000 towards the Main Street Plaza affordable housing project that includes extremely low income supportive housing units. Participation in this effort does not result in a cost to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, based on the current award from this effort of \$250,000, it is estimated to have generated 2.7 job years with the expenditure of these funds. Additional awards will continue to create new job years locally.

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 Section 15061(b)(3)). The Sutter Health *Getting to Zero* campaign does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-121

RESOLUTION NO. 17-121

MEMORIALIZING THE CITY OF ROSEVILLE'S SUPPORT FOR THE SUTTER HEALTH GETTING TO ZERO CAMPAIGN, A REGIONAL CAMPAIGN TO ALIGN PUBLIC, PRIVATE AND PHILANTHROPIC PROGRAMS AND RESOURCES IN SUPPORT OF A LOW OR NO BARRIER APPROACH TO REDUCING HOMELESSNESS IN PLACER, SACRAMENTO AND YOLO COUNTIES

WHEREAS, approximately 4,000 men, women and children in our three-county region are homeless and live in locations not meant for human habitation, conditions that compromise health and wellness, overwhelming systems of community care, including shelters, hospital emergency rooms, jails and mental health facilities; and

WHEREAS, the City of Roseville is committed to making choices, setting policies and funding programs that best align the needs of all those in our community, including the needs of our homeless community; and

WHEREAS, the City of Roseville supports a cohesive regional approach to addressing issues of homelessness and is committed to working with other local funding partners to do the same; and

WHEREAS, the City of Roseville shares the goals of Getting to Zero, a coalition of business leaders, homeless service providers, non-profit, faith-based and other organizations working together to provide meaningful solutions to both the immediate crisis of homelessness in our region and the ongoing need for permanent housing opportunities; and

WHEREAS, coordinated entry to low or no barrier housing as part of a continuum of care that includes access to supportive services is a nationwide best practice; and

WHEREAS, the low or no barrier model facilitates a data-driven approach with measurable impacts that fosters success in helping the chronically homeless to gain and maintain housing stability through a housing crisis resolution system; and

WHEREAS, the goal of Getting to Zero is to fund and support implementation of these practices in response to homelessness in Placer, Sacramento and Yolo counties, a response that will lead our region to "functional zero" -- the point at which the number of individuals experiencing a housing crisis in our community is equal to or fewer than the number of permanent housing units available to assist them.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby:

Adopts the principles of coordinated entry to low or no barrier housing as part of a continuum of care that includes access to supportive services; and

Supports the low or no barrier model with its data-driven approach with measurable impacts that can foster success in helping chronically homeless individuals and families gain and maintain housing stability through a housing crisis resolution system; and

Embraces this sustainable approach and a continuum of care that creates lasting change with measurable results by joining community, business and faith partners, non-profits and other government entities in the region to support the structured and collaborative approach of Getting to Zero, a public-private partnership aimed at reaching functional zero in our region within the next three years.

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 #: 8402
File #: 0215-07

Title: Campus Oaks Apartment Complex Fee Deferral
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution approving the commercial fee deferral for the Campus Oaks Apartment Complex, consisting of 396 units, as follows:

- City Fee Deferral to Building Permit Occupancy/Final in the amount of \$1,242,691.98, as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%; and
- Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$7,665,889.84.

Both fee deferrals require payment of the development impact fees prior to issuance of a Building Permit Occupancy/Final as applicable to each building permit. The Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged per building permit. The fee deferral to SCIP bonding is scheduled for approval in the Fall 2017 bond cycle.

BACKGROUND

The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. The Campus Oaks Apartment Complex is requesting a fee deferral of certain City controlled Impact fees and a temporary fee deferral of Statewide Community Infrastructure Program (SCIP) qualified impact fees until Fall 2017 bonding cycle. Both fee deferrals require City Council approval and both require that development impact fees are paid for or bonded for prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit.

The Economic Development Department received a request from Campus Oaks Apartments 1 LLC on March 24, 2017 requesting approval of a fee deferral for the Campus Oaks Apartment Complex, see Attachment 1. The Campus Oaks Apartment Complex ("Complex") is located south of Blue Oaks and east of Woodcreek Oaks Boulevards. The Complex proposes construction of 396 units (both apartment and townhomes) in two phases. The Complex also includes construction of a club house, pool, site parking and play areas, see Attachment 2. The applicant is proposing to pull all thirty-nine (39) building permits upfront (19 building permits in

Phase 1 and 20 building permits in phase 2) to keep the project and construction documents within the same code cycle.

The fee deferrals types and amounts are identified below. Please note: The Regional Sewer Fees have been identified with an asterisk as the South Placer Wastewater Authority (SPWA) Board is awaiting review and consideration of a participation Resolution of the SCIP program which is scheduled for consideration at their May 2017 Board meeting. Should the SPWA Board not approve the participation Resolution, the applicant will be required to pay the Regional Sewer Fees at time of issuance of Building Permits.

CAMPUS OAKS APARTMENT COMPLEX FEE DEFERRALS			
City Deferred Fees	Phase 1 (CO23)	Phase 2 (CO22)	Total
Fire Service Construction Tax	\$166,610.44	\$191,493.79	
Public Facilities Fee	\$381,057.00	\$422,310.00	
Hwy 65 JPA Fee	\$39,331.50	\$41,889.25	
subtotal	\$586,998.94	\$655,693.04	\$1,242,691.98
1Fee Deferral to SCIP Bonding			
Drainage Fees	\$74,049.99	\$78,120.00	
Regional Sewer Fee	\$1,413,101.50*	\$1,565,970.00*	
Local Sewer Fee	\$65,377.50	\$72,450.00	
Water Connection Fee	\$750,125.00	\$741,300.00	
Water Pressure Zone Fee – Clubhouse	\$3,997.64		
Traffic Mitigation Fee	\$736,099.29	\$783,968.25	
South Placer Regional Traffic Fee	\$113,937.92	\$121,347.38	
City-County Traffic Fee	\$45,607.58	\$48,573.46	
Neighborhood Parks Fee	\$361,584.00	\$414,315.00	
Solid Waste Fee	\$28,990.50	\$29,190.00	
Electric Backbone Fee	\$113,660.53	\$104,124.30	
subtotal	\$3,706,531.45	\$3,959,358.39	\$7,665,889.84

According to the Roseville Municipal Code (RMC) all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. The typical construction and inspection timeframe for apartment complexes is 12-24 months. In an effort to cover lost interest resulting from the City fee deferral there is an interest charge of 2.25% that will be paid upon issuance of Building Permit occupancy/final. No interest charge is being proposed on the SCIP qualified impact fees as those fees are anticipated to be paid within four (4) months of building permit issuance (Fall 2017). The RMC additionally identifies an administrative processing fee of \$625.00 to be charged per building permit to cover staff's time of processing requests.

FISCAL IMPACT

The Campus Oaks Apartment Complex fee deferral itself will not result in a loss of impact fees nor earned interest income. The development impact fees are required to be paid prior to issuance of Building Permit Occupancy/Final as applicable to each permit. To ensure that the City will not have loss of interest income, the Roseville Municipal Code requires an interest rate of 2.25% to be charged on monies deferred for the City Fee Deferral. Specifically, the City's Finance Department identified that the City's ten year pooled interest rate is 2.25%. Therefore, an interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral. Additionally, the Roseville Municipal Code identifies an administrative processing fee of \$625.00 to be charged per building permit.

No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four (4) months of building permit issuance. Deferral of the SCIP fees for a limited time, is an economic benefit in that the City's participation in the SCIP program provides financing solutions which allow projects to proceed that may not otherwise be feasible. Simply stated, the SCIP financing program results in the City collecting infrastructure improvement fees sooner rather than later and accelerating absorption.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Campus Oaks Apartment Complex will construct 396 rental units within the City of Roseville. According to Zillow.com the median rent price in Roseville is \$1,975 and continues to rise. The current vacancy rate in Roseville is less than three percent as compared to a healthy rental vacancy rate that is typically between five to eight percent. Construction of addition of rental housing in Roseville is much needed and will serve to meet existing unmet demand. Additionally, this deferral will generate temporary construction and permanent apartment manager and grounds keeper jobs to the City of Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the resolution authorizing Council's direction to defer development impact fees itself does not include the potential for a significant environmental effect. Therefore, this fee deferral request is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director

A handwritten signature in blue ink, appearing to be "Chris Robles", with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-133

Campus Oaks Fee Deferral Request

Campus Oaks Site Plan

RESOLUTION NO. 17-133

APPROVING FEE DEFERRALS FOR THE CAMPUS OAKS APARTMENT COMPLEX

WHEREAS, the City of Roseville has offered a fee deferral program through the Economic Development department since the mid 1990's to encourage development; and

WHEREAS, the Economic Development department received a request from Campus Oaks Apartments 1 LLC, the developer of the Campus Oaks Apartment complex, requesting a fee deferral of certain City controlled impact fees and a temporary fee deferral of Statewide Community Infrastructure Program (SCIP) qualified impact fees until the Fall 2017 bonding cycle; and

WHEREAS, both fee deferrals require City Council approval and both require that the deferred fees be paid for or bonded for prior to the issuance of a building permit occupancy/final permit; and

WHEREAS, staff recommends City Council approve both the City fee deferral to building permit/occupancy final in the amount of \$1,242,691.98 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%) as well the fee deferral to SCIP bonding in the amount of \$7,665,889.84; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said City fee deferral to building permit/occupancy final in the amount of \$1,242,691.98 (as applicable to each building permit, with the City's ten year pooled interest rate of 2.25%) as well as the fee deferral to SCIP bonding in the amount of \$7,665,889.84, as requested by Campus Oaks Apartments 1 LLC, are hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CAMPUS OAKS APARTMENTS 1 LLC
1949 ST. JOHNS AVENUE, SUITE 200
HIGHLAND PARK, ILLINOIS 60035

March 24, 2017

City of Roseville
City Economic Development Department
311 Vernon Street
Roseville, California 95678

RE: Fee Deferral for Campus Oaks Apartments Phase 1 and Phase 2

Dear Sir or Madam:

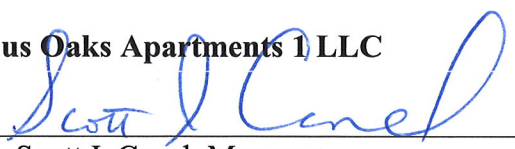
Campus Oaks Apartments 1 LLC would like to request a fee deferral for the Campus Oaks Apartments Phase 1 located at 4101 HP Way (CO-23) and Phase 2 located at 4301 HP Way (CO-22). The project has passed initial plan check and resubmittal stages awaiting final permits from the City.

We plan to start construction as soon as permits are available and the weather allows. We expect civil improvements to take a couple of weeks before we start pulling building permits.

Campus Oaks Apartments 1 LLC is aware of the requirement of the administrative fee per building and the interest rate associated with this request.

Very truly yours,

Campus Oaks Apartments 1 LLC

By: 

Scott I. Canel, Manager

SIC/lo



COUNCIL COMMUNICATION

CC #: 8410
File #: 0109-02

Title: Street Closure Request - Movie Night Sing Along - May 13, 2017
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.15.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve the following street closure for the Movie Night Sing Along event on Saturday, May 13, 2017 from 6:00 – 10:00 p.m. as follows:

- S. Grant Street between Oak Street and Vernon Street to accommodate the beer/wine garden and food trucks that will be part of the evening movie event.

BACKGROUND

The Parks, Recreation & Libraries Department will be hosting the fourth Movie Night Sing Along event on Saturday May 13, 2017. This community event will run 7:00-10:00 p.m. in the Vernon Street Town Square (VSTS) and S. Grant Street. This event features the movie *Hairspray*, along with live performers. Mobile food trucks will be on site to accommodate food and beverage needs for the attendees.

The Downtown Roseville Merchant's A-frame signage will be placed within the event area, stating restaurants and other businesses are open during the event.

In addition to notifying residents and businesses directly impacted, we continue to distribute the "Downtown Roseville Area Street Closures" e-newsletter.

FISCAL IMPACT

Funding for this event is included in the approved the Parks, Recreation & Libraries FY2016/17 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of events in the downtown area, the exposure could have a positive impact to the businesses in the area.

ENVIRONMENTAL REVIEW

Temporary street closures are required to safely accommodate the event. 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)). Because the request for approval of temporary street closures does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-136

RESOLUTION NO. 17-136

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE
APPROVING THE CLOSING OF CERTAIN STREETS FOR
MOVIE NIGHT SING ALONG

WHEREAS, City staff is requesting the closure of certain streets for Movie Night Sing Along in the Vernon Street Town Square, and

WHEREAS, the Council desires to formally approve said request, with certain conditions,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the request to hold Movie Night Sing Along ("the event") on Saturday, May 13, 2017, is hereby approved subject to the following terms and conditions:

1. The following streets may be closed to traffic between 6:00 p.m. and 10:00 p.m. on Saturday, May 13, 2017 for Movie Night Sing Along:

a. South Grant Street, from Vernon Street to Oak Street.

2. Adequate barriers and warning signs, as requested by the City Manager, shall be placed at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street.

3. All debris, booths, exhibits, or other materials resulting from the event shall be completely removed and the alleyway shall be reopened to traffic by 10:00 p.m. on the date of the event.

4. The City of Roseville shall notify in writing all businesses located on the streets to be closed of the event and the planned street closures not later than five (5) days in advance of the event.

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 #: 8395
File #: 0109-02

Title: Street Closure Request - Woof, Wine & Dine Event - May 12, 2017
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.16.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the resolution authorizing the City Manager or his designee to sign the agreement with the Placer County Society for the Prevention of Cruelty to Animals (SPCA), a California non-profit corporation, for street closure for the Woof, Wine & Dine event on Friday, May 12, 2017:

- Closure of S. Grant Street between Vernon Street and Oak Street. The closure times will be 4:00 – 6:00 p.m. and 9:30 – 11:00 p.m.

The street closure will ensure the event is a safe, traffic-free environment for vendors and bands to set up and take down their items. The street will be open during the hours of the event from 6:00 – 9:30 p.m.

BACKGROUND

The Placer County SPCA has submitted a special event application to host their annual Woof, Wine & Dine event in the Vernon Street Town Square. The event will feature food sampling from local restaurants, wine and beer tasting from breweries and wineries along with music for attendees to enjoy. Special areas are being dedicated for dogs to drink, as well as a place for waste disposal. Security guards will be in attendance to monitor the event.

This year will mark the third year the Placer County SPCA has held this event in the Vernon Street Town Square. In addition, they also host their annual Barktoberfest event at Maidu Park and are given special permission to have dogs in the park. Feedback from staff is that the areas are left very clean, so the group has been given special permission, by Parks, Recreation & Libraries Director, Dion Louthan for canines to attend on leashes and under strict monitoring by their owners and the event coordinator. Misbehaving canines will be escorted out by their owners.

FISCAL IMPACT

There will be no fiscal impact to City budgets for this event. The applicant will reimburse the City for staff time and resources.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although there are no jobs created as a result of this event, the exposure could have a positive impact to the businesses in the downtown area, and supports the Council goal of having a vibrant downtown.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. 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)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-127

Street Closure Agreement_Woof Wine Dine

RESOLUTION NO. 17-127

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
THE PLACER COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
Woof, Wine & Dine, between the City of Roseville and The Placer County Society for the
Prevention of Cruelty to Animals, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Woof, Wine & Dine

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and The Placer County Society for the Prevention of Cruelty to Animals, a California non-profit corporation ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for Woof, Wine & Dine ("Event") to be held on Friday, May 12, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 4:00 p.m. to 6:00 p.m. and 9:30 p.m. to 11:00 p.m. on Friday, May 12, 2017.
 - a. S. Grant Street, between Vernon and Oak Streets.
3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 11:00 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER 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, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER'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.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

10. PROMOTER shall obtain security services for the Event as required by the Roseville Police Department. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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 PROMOTER has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

THE PLACER COUNTY SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS, a California non-profit
corporation

BY: _____
ROB JENSEN
City Manager

BY: Denise Galdyment
its: Board Chair

ATTEST:

and
BY: [Signature]
its: Treasurer

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director



COUNCIL COMMUNICATION

CC #: 8396
File #: 0109-02

Title: Street Closure Request - Roseville Downtown Tuesday Nights - May 2, 2017 - July 25, 2017
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.17.

RECOMMENDATION TO COUNCIL

Recommend Council adopt the resolution authorizing the City Manager or his designee to sign the agreement with EzEvents, Inc. and The Rotary Club of Roseville for street closures from 3:00 p.m. – 10:00 p.m., May 2 – July 25, 2017 (with the exception of Tuesday, July 4, 2017) for the Roseville Downtown Tuesday Night events:

- Vernon Street between Judah and Lincoln Streets
- Taylor Street between Vernon and Oak Streets
- Grant Street between Oak and Atlantic Streets

BACKGROUND

Roseville Downtown Tuesday Nights (DTN) has been one of the primary events held in Downtown Roseville for many years. Unfortunately the event was not able to run in 2016 due to funding hardships. The event has attracted over 40,000 people to downtown by offering a safe, family-oriented evening of food, music and fun. DTN also promotes awareness of the downtown area, as well as the businesses and services, and assists in enhancing the efforts that continue to create a vibrant downtown.

This year the Downtown Roseville Merchants Association have again contracted with EzEvents, Inc. as the promoter of DTN. The event will feature upscale bands and food events designed to bring out family-friendly crowds. EzEvents, Inc. is a 17 year old company with an extensive background in event promotion. Locally, they have managed Orangevale's Pow Wow Days and The Elk Grove Dickens Festival to name a few. Currently EzEvents, Inc. produces and participates in over 60 events a year including the Auburn Gold Country Pro Rodeo and the City of Citrus Height Block Party. In addition, they also provide pro bono event management services to the Twin Lakes Food Bank for its annual fundraising Light Up the Night Dinner and Auction, the Citrus Heights Veterans Stand Down, and the Citrus Heights Homeless Assistance Resource Team.

The Rotary Club of Roseville will be managing the beer garden concessions and will be required

to provide the proper liquor liability insurance to sell alcohol at the event.

In addition to notifying residents and businesses directly impacted, we will continue to notify business and property owners of street closures in the "Downtown Roseville Area Street Closures" e-newsletter.

FISCAL IMPACT

The City of Roseville and the Downtown Roseville Merchants Association continue to maintain a successful partnership. In support of DTN, the City is waiving the fees for street closures and rental fees for the Vernon Street Town Square. EzEvents, Inc. will be required to pay the special event permit application processing fee and weekly refuse fees.

ECONOMIC DEVELOPMENT / JOBS CREATED

Although the City does not track if jobs are created by the vendors as a result of this event, the Downtown Roseville Merchants Association indicates that DTN is good exposure for their businesses and this event brings customers back throughout the year.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. 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)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Resolution No. 17-128

Street Closure Agreement_Downtown Tuesday Nights

RESOLUTION NO. 17-128

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

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding Downtown Roseville Tuesday Nights, between the City of Roseville, EzEvents, Inc. and the Rotary Club of Roseville, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE**

Event: Roseville Downtown Tuesday Nights

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation ("CITY"), and EzEvents, Inc., a Nevada corporation, and the Rotary Club of Roseville, California, a California nonprofit corporation (collectively "PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the Roseville Downtown Tuesday Nights ("Event") to be held on every Tuesday between May 2, 2017 and July 25, 2017, but excluding July 4, 2017; and

WHEREAS, CITY approves said request subject to the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville Municipal Code.
2. The following streets may be closed to traffic between 3:00 p.m. and 10:00 p.m. on Tuesdays between May 2, 2017 and July 25, 2017, but excluding July 4, 2017.
 - a. Vernon Street, between Lincoln and Judah Streets; and
 - b. S. Grant Street, between Oak and Atlantic Streets; and

c. Taylor Street, between Oak and Vernon Streets.

3. Adequate barriers and warning signs, as requested by the Public Works Director/City Engineer, shall be placed by City personnel at all street entrances and alleys leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

4. All debris, booths, exhibits, or other materials resulting from the Event shall be completely removed and all streets and alleyways shall be reopened to traffic by 10:00 p.m. on the date of the Event.

5. PROMOTER shall notify in writing all businesses, located on the streets to be closed, of the Event and planned street closure not later than five (5) days in advance of the Event.

6. To the fullest extent allowed by law, PROMOTER 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, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER'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.

7. The PROMOTER shall obtain insurance covering the Event in accordance with the attached insurance requirements, which are incorporated herein by this reference.

8. CITY reserves the right to cancel this Agreement if PROMOTER has knowingly made a false statement of material fact or has knowingly omitted to state a material fact to CITY.

9. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.

10. PROMOTER shall obtain security services for the Event as required by the Roseville Police Department. In the event PROMOTER desires to retain Roseville Police Officers (instead of a private security provider) for provision of security for the Event, PROMOTER shall, prior to the Event, enter into a Supplemental Law Enforcement Services Agreement with CITY.

11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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 PROMOTER has caused this Agreement to be executed.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EZEVENTS, INC., a
Nevada corporation

BY:  _____
its: President

and
BY:  _____
its: Treasurer

ROTARY CLUB OF ROSEVILLE,
CALIFORNIA, a California nonprofit
corporation

BY:  _____
its: President

and
BY:  _____
its: Vice President



COUNCIL COMMUNICATION

CC #: 8408

File #: 0800-03

Title: Short-Term and Non-Firm Point-to-Point Transmission Service - Service Agreement
Contact: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council authorize the City Manager to execute two transmission Service Agreements with PacifiCorp:

- Short-Term Firm Point-To-Point Transmission Service Agreement
- Non-Firm Point-To-Point Transmission Service Agreement.

The Transmission Service Agreements are industry standard contracts for transmission of power between parties. There is no fiscal impact associated with the execution of these agreements as they are only enabling agreements.

BACKGROUND

Roseville Electric Utility purchases energy from various markets as defined in the City Council approved Electric Risk Policies. On February 1, 2017, City Council approved the updated Energy Trading Authority Policy adding three new trading locations in the Pacific Northwest. In order to transfer procured energy, Roseville purchases transmission from various transmission owners. Currently, Roseville has no agreements with transmission owners who connect to these new trading locations.

Transmission is transacted as either Firm, or Non-Firm, which defines the level of priority of the energy delivered under the transmission in the event of contingencies that reduce transmission capacity. The following enabling agreements will allow Roseville to transact this transmission with PacifiCorp:

- Short-Term Firm Point-To-Point Transmission Service provides the highest quality (priority) service offered to customers with no planned interruptions
- Non-Firm Point-To-Point Transmission Service is reserved on an as-needed basis and it is subject to interruption

These agreements are standard form, and similar to Roseville's existing Firm and Non-Firm transmission agreements with Western Area Power Administration, the Transmission Agency of

Northern California, and the Sacramento Municipal Utility District. Executing these agreements will provide the ability to purchase transmission from PacifiCorp to transfer energy from the Pacific Northwest markets.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Transmission Service Agreements with PacifiCorp as they are only enabling agreements. There are no transactions currently pending under the proposed Transmission Service Agreements. The City Council approved Electric Utility Risk Management Policies include authorities necessary to execute and maintain any transactions. Transactions facilitated by the attached agreements will conform to those policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Transmission Service Agreements are not considered a “project” as defined by the California Environmental Quality Act (“CEQA”) (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Petra Wallace, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-126

Umbrella Service Agreement for non-firm point-to-point transmission service

Service Agreement for short-term point-to-point transmission service

RESOLUTION NO. 17-126

APPROVING TRANSMISSION SERVICE AGREEMENTS BETWEEN THE CITY OF
ROSEVILLE AND PACIFICORP AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Short-Term Firm Point-to-Point Transmission Service Agreement and a Non-Firm Point-to-Point Transmission Service Agreement between the City of Roseville and PacificCorp, have been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**Form of Umbrella Service Agreement For Non-Firm Point-to-Point
Transmission Service**

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between PacifiCorp ("Transmission Provider"), and the City of Roseville ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services
 Attn: Central Cashiers Office
 PO Box 2757
 Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office
 Attn: PacifiCorp Transmission Services
 825 NE Multnomah Street, Suite 550
 Portland, OR 97232

Phone Number: 503-813-6774

Transmission Customer:

City of Roseville
2090 Hilltop Circle
Roseville, California 95747
916-746-1668

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

PacifiCorp:

By:  DIRECTOR TRANSMISSION SERVICES 3/30/2017
Name BRIAN FRITZ Title Date

Transmission Customer:

By: _____
Name Title Date

Form Of Service Agreement For Short-Term Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between PacifiCorp ("Transmission Provider"), and the City of Roseville ("Transmission Customer") for the provision of Short-Term Firm Point-to-Point Transmission Service.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 For Long-Term Firm Point-to-Point Transmission Service:
 - 3.1 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
 - 3.2 Service under this agreement shall commence on the later of (1) the requested Service commencement date, (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
 - 3.3 Service under this agreement shall be in accordance with the attached Specifications.
- 4.0 For Short-Term Firm Point-to-Point Transmission Service:
 - 4.1 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer pursuant to the terms and conditions of the Tariff.
 - 4.2 The Transmission Customer agrees to supply

information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

- 4.3 The Transmission Customer will provide to the Transmission Provider an Application deposit for Short-Term Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff at the time such service is arranged.
- 4.4 Service under this agreement shall commence and shall be provided as agreed to at the time such service is arranged.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission Services
Attn: Central Cashiers Office
PO Box 2757
Portland, OR 97208-2757

Other Deliveries: Central Cashiers Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 550
Portland, OR 97232

Phone Number: 503-813-6774

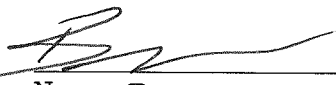
Transmission Customer:

City of Roseville
2090 Hilltop Circle
Roseville, California 95747
916-746-1668

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

PacifiCorp:

By:  DIRECTOR TRANSMISSION SERVICES 3/30/2017
Name BRIAN FRITZ Title Date

Transmission Customer:

By: _____
Name Title Date

**Specifications For Long-Term Firm Point-To-Point
Transmission Service**

- 1.0 Term of Transaction: n/a
 - Start Date: n/a
 - Termination Date: n/a
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.
n/a
- 3.0 Point(s) of Receipt: n/a
 - Delivering Party: n/a
- 4.0 Point(s) of Delivery: n/a
 - Receiving Party: n/a
- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): n/a
- 6.0 Designation of party(ies) subject to reciprocal service obligation: n/a
- 7.0 Name(s) of any Intervening Systems providing transmission service: n/a
- 8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
 - 8.1 Transmission Charge: n/a
 - 8.2 System Impact and/or Facilities Study Charge(s):
n/a
 - 8.3 Direct Assignment Facilities Charge: n/a
 - 8.4 Ancillary Services Charges: n/a



COUNCIL COMMUNICATION

CC #: 5827

File #: 0206-03-01 & 0201-01

Title: Westpark Community Facilities District #1 Budget Adjustment Fiscal Year 2017

Contact: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.19.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve the attached Ordinance authorizing the attached Westpark Community Facilities District #1 budget adjustment.

BACKGROUND

After a review of all the City's Community Facility District's (CFD) fiscal year 2017 budgets, it was identified that the transfer of the remaining \$995 of Pay as You Go (PAYG) funds, collected via the County levy, needed to be added to the Westpark CFD #1 budget. The PAYG funds are used for reimbursement of authorized facilities completed by the developer. In addition, the budget for the developer payment needed to be increased by \$7,649 due to the excess PAYG funds available in the Westpark CFD #1 Improvement Fund.

FISCAL IMPACT

There is no impact to the City's General Fund. There are sufficient available resources in the identified CFD to accommodate this request.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Vanessa Lieberman, Financial Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5825

Westpark Budget Adjustment

ORDINANCE NO. 5825

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Westpark Community Facilities District #1 per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$8,644.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: [A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Vanessa Lieberman

DEPARTMENT/DIVISION*: Finance/Accounting

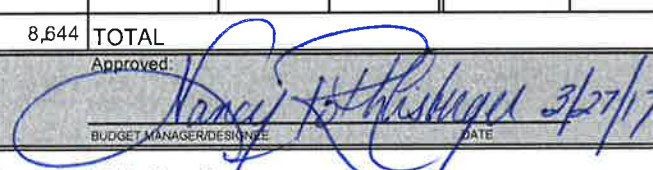
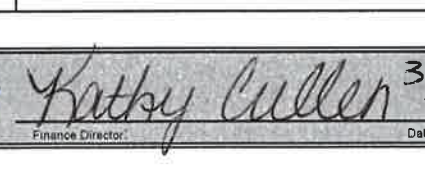
FISCAL YEAR/EFFECTIVE DATE*: FY2017

PROPOSED COUNCIL DATE (if applicable): 04/19/2017

For more detailed budget adjustment training information, including examples, please click on the following link: [Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
995	00350	3900	300			Remaining Pay as You Go proceeds from bond fund
7,649	00350	6130	300			Additional monies for developer payments
\$ 8,644	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
995	00753	8900	700			Pay as You Go proceeds transferred to 00350
7,649	00350		300			Available Resources
\$ 8,644	TOTAL					

FINANCE USE	Approved:			
		BUDGET MANAGER/DESIGNEE	DATE	Finance Director: DATE

Justification for Budget Adjustment*:

There was a small increase in the tax levy collecting of pay as you go funds (PAYGO) that need to be moved from the bonded fund of 00753 to the improvement fund of 00350. At the time of the original budget not all of these funds had been collected. These monies will then be used to reimburse the developer for CFD approved infrastructure. The budget for developer payments will increase by \$7,649 due to tax levy PAYGO funds.

Approved:	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



COUNCIL COMMUNICATION

CC #: 8389

File #: 0721 & 0201-01

Title: Local Transportation Fund - Budget Adjustment

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

Meeting Date: 4/19/2017

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff is requesting that City Council adopt an ordinance approving a budget adjustment of \$2,500,000 to increase the amount of Local Transportation Funds available for local road maintenance and improvement projects.

BACKGROUND

The Placer County Transportation Planning Agency (PCTPA) annually allocates Transportation Development Act (TDA) revenue to the City of Roseville. The TDA revenue is comprised of 1/4 of a cent of the sales tax revenue generated in Placer County.

Each year the City of Roseville files a claim with PCTPA to demonstrate both the need and use of these funds, i.e., for transit or other streets and roads activities. Funds received are deposited in the Local Transportation Fund. Within the Local Transportation Fund, LTF money claimed as Article 4 funds are placed in Fund 440 for transit purposes, while funds claimed as Article 8 funds are placed in Fund 441 to be used for various purposes inclusive of bikeway and street improvements.

In 2016, the City Council authorized filing of a revised claim with PCTPA affecting claims previously submitted for FY2010/11 through FY2014/15. The revised claim approved \$2,500,000 of the funds previously claimed for transit purposes and deposited in the Transit Fund (440), to be re-classified as Article 8 funds to be used for local road purposes.

Approval of the requested budget adjustment will allow movement of funds from the Transit Fund (440) to the Transportation Fund (441) in accordance with the approved revised claim. We anticipate that the transferred funds will be used for the roller compacted concrete roadway improvement project that was recently approved by the City Council.

FISCAL IMPACT

The movement of funds between Fund 440 and Fund 441 will not change the Local Transportation Fund balance given both funds are within the Local Transportation Fund. However, it will reclassify funds such that they may be used for local road projects.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable given the affected funds are already within the Local Transportation Fund.

ENVIRONMENTAL REVIEW

Exempt from environmental review as this is not a project defined by the California Environmental Quality Act (CEQA).

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5824

ORDINANCE NO. 5824

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Local Transportation Funds per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$2,500,000.00

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8400

File #: 0206-03-01 & 0201-01

Title: Diamond Creek Community Facilities District # 1 Budget Adjustment Fiscal Year 2017

Contact: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.21.

RECOMMENDATION TO COUNCIL

The Finance Department recommends the City Council approve the attached Ordinance authorizing the budget adjustment for Diamond Creek Community Facilities District (CFD) #1.

BACKGROUND

In an effort to reduce the tax burden on the residential units in Diamond Creek CFD #1, Lennar Homes (landowner/developer) hired Willdan Financial Services perform a bond prepayment analysis on 22 parcels in total. As a result, Lennar decided to partially prepay the bonds associated with these parcels. The developer delivered a check to the trustee in the amount of \$274,295.43 and requested these bonds will be called on their next maturity date. Staff is requesting the budget adjustment to reflect the prepayment expense of the bonds.

FISCAL IMPACT

There is no impact to the City's General Fund. Lennar delivered the necessary funds to cover all costs associated with the bond call.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Vanessa Lieberman, Financial Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5826

Diamond Creek CFD 1 Budget Adjustment

ORDINANCE NO. 5826

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Diamond Creek Community Facilities District #1 per the request of the Finance Department as listed on the attached Request for Budget Adjustment in the amount of \$274,296.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Vanessa Lieberman

DEPARTMENT/DIVISION*: Finance/Accounting

FISCAL YEAR/EFFECTIVE DATE*: 2017

PROPOSED COUNCIL DATE (if applicable): 04/19/2017

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
274,296	00758	8100	700			Debt Service Principal Payment
\$ 274,296	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
274,296	00758	3092	700			Prepaid Special Assessment
\$ 274,296	TOTAL					

FINANCE USE	Approved:				
	<i>Vanessa Lieberman</i>	<i>3/29/17</i>	<i>Yorby Cullen</i>	<i>3/28/17</i>	
	BUDGET MANAGER/DESIGNEE	DATE	Finance Director	Date	

Justification for Budget Adjustment*:

Partial Prepayment on Diamond Creek CFD 1 by Lennar Homes.

Approved:		Approved:	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8387

File #: 0323 & 0201-01

Title: Police Department - Budget Adjustment

Contact: Katie Braverman 916-774-5037 kbraverman@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Adopt an ordinance amending the budget in the amount of \$16,866.00. The police department has received revenue funds from both a state reimbursement, and a contract refund from Intrado, after the recent upgrade to the 9-1-1 telephone system. These funds are intended to maintain and upgrade technology and equipment in the police/ fire dispatch center.

BACKGROUND

In May 2012, Council approved an agreement with Intrado to provide software upgrades, call center support and on-site maintenance for the City's 911 telephone system – maintenance services dated 5/10/12 with a five year contract to be renewable and payable on a year-to-year basis. In December 2015, Council approved a Service Agreement with AT & T for a new 9-1-1 call management system. The new service was initiated in August of 2016, thus cancelling Intrado's service before the contract end date. The early cancellation provided a refund of \$13,958.36.

In June 2016 Council approved the spend-down of remaining 9-1-1 SETNA funds of \$103,542.94 which provided new contracts, and upgrades to 9-1-1 console furniture and equipment. As part of that contract, the City was responsible for a balance of \$4,574.93, available in Communication's FY16 approved budget, of which \$2,907.34 was to be reimbursed to the City with State SETNA funds. The reimbursed funds were to be used for additional call center upgrades.

Both the state reimbursement and Intrado refund monies will be used in the 9-1-1 Communications Center for the audio log upgrade, along with funds currently approved in Communications FY17 materials, supplies and services budget.

FISCAL IMPACT

There is no fiscal impact on the current year's budget for the \$16,866.00, as this revenue was not previously accounted for in the FY17 police department's approved budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This agreement for the purchase of 911 telephone equipment and software is not a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Shelly Bracco, Administrative Analyst

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5823

Budget Adjustment Request

ORDINANCE NO. 5823

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds due to increased revenue from contract refund/reimbursement for 9-1-1 phone system upgrade per the request of the Police Department, as listed on the attached Request for Budget Adjustment in the amount of \$16,866.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in: A.R. 6.01 Budget Adjustment Policy & Procedure.

REQUESTER*: Shelly Bracco

DEPARTMENT/DIVISION*: Police/ Communications

FISCAL YEAR/EFFECTIVE DATE*: 2017

PROPOSED COUNCIL DATE (if applicable): 4/5/17

For more detailed budget adjustment training information, including examples, please click on the following link:
Miscellaneous Budget Training Information.

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
16,866	05513	5216	100			Communications/ Technology Equipment Upgrade
\$ 16,866	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
2,908	05513	3750	100			Communications/ State Reimbursement Revenue
13,958	05513	3850	100			Communications/ Reimbursement Revenue
\$ 16,866	TOTAL					

FINANCE USE		Approved:		Approved:	
		 BUDGET MANAGER/DESIGNEE	3/14/17 DATE	 Finance Director:	3/14/17 Date

Justification for Budget Adjustment*:

Funds originally intended to maintain and upgrade technology and equipment in the police and fire dispatch center. These funds allow the second/ redundant server for the Verint Audio Logger to be upgraded. The audio log records radio traffic for the police and fire departments, and the 911 telephone calls, 7D emergency non-emergency and administrative telephone calls received in the police/ fire dispatch center. One Audio Log server was upgraded earlier this year with State funds, but the redundant recorder was left on older equipment; upgrade at a later time. All funds were part of reimbursement towards current systems and contracts for the Audio Loggers. \$0 net impact to GF as refund revenues were not included in the FY17 approved budget. Actual funds are \$2,907.34 from 05513-3750 and \$13,958.36 from 05513-3850.

Approved:		Approved:	
 REQUESTING DEPARTMENT HEAD/DESIGNEE	3/13/17 DATE	 CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8367

File #: 0400-04-18-1

Title: Second Reading - Hewlett Packard - Development Agreement Amendment

Contact: Gina McColl 916-774-5452 gmccoll@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5829 ADOPTING A SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES, LLC (QIP) RELATIVE TO THE ROSEVILLE HEWLETT PACKARD MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE for second reading and adoption.

BACKGROUND

FISCAL IMPACT

ECONOMIC DEVELOPMENT / JOBS CREATED

ENVIRONMENTAL REVIEW

Respectfully Submitted,

Gina McColl, Associate Planner

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5829

QIP DAA - 6th Amendment to the HP DA

ORDINANCE NO. 5822

ADOPTING A SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES ROSEVILLE, LLC, QUALITY INVESTMENT PROPERTIES ROSEVILLE II, LLC, AND QUALITY INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY, LLC RELATIVE TO THE ROSEVILLE MASTER PLAN FOR PARCEL 3 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 Sixth Amendment of the Development Agreement by and between the City of Roseville and Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC Relative to the Roseville Master Plan for Parcel 3.

SECTION 2. On June 5, 1996, the City Council, in Resolution 96-204 certified as adequate and complete, the Final EIR (the "Plan EIR") for the Hewlett-Packard Roseville Master Plan (the "Master Plan"). Feasible mitigation measures were identified in the Plan EIR and were adopted and incorporated into the Master Plan and made terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted an Addendum to the Plan EIR (the "Addendum"). On August 17, 2016, the City Council adopted a second Addendum to the Plan EIR (the "2nd Addendum"). On April 5, 2017, the City Council found, based on substantial evidence, that this Sixth Amendment of the Development Agreement:

- Is not being entered into in connection with development of any property;
- Does not alter the original total allocated development capacities for the Hewlett-Packard Campus but merely assigns an allocation directly to Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, LLC;
- Clarifies, but does not impose, development obligations specific to the property subject to the Development Agreement;
- Is consistent with the original Development Agreement, the subsequent Development Agreement amendments and the Master Plan;
- Does not result in any changes to the entitlements that would result in any physical changes to the environment or changes to environmental impacts from those previously considered in connection with the approval of the existing Development Agreement through the Fifth Amendment.

Accordingly, the Sixth Amendment of the Development Agreement is exempt from environmental review pursuant to Section 15061(b)(3) (General Rule) of the California

Environmental Quality Act (CEQA) and Section 305 of the City of Roseville CEQA Implementing Procedures because there is no possibility that approval of this agreement will have a significant effect on the environment.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Sixth Amendment to Development Agreement, and makes the following findings:

1. The Sixth Amendment to Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Hewlett-Packard Campus Oaks Master Plan Amendment for the Campus Oaks Property;
2. The Sixth Amendment to Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Sixth Amendment to Development Agreement is in conformance with the public health, safety and welfare;
4. The Sixth 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 Sixth Amendment to Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment;

SECTION 4. The Sixth Amendment to Development Agreement, by and between the City of Roseville and Quality Investment Properties Roseville, LLC, Quality Investment Properties Roseville II, LLC, and Quality Investment Properties Roseville Land Company, 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 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

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

SIXTH AMENDMENT OF THE
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND QUALITY INVESTMENT PROPERTIES ROSEVILLE,
LLC, QUALITY INVESTMENT PROPERTIES ROSEVILLE II, LLC, AND QUALITY
INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY, LLC RELATIVE TO THE
ROSEVILLE MASTER PLAN FOR PARCEL 3

THIS SIXTH AMENDMENT OF THE DEVELOPMENT AGREEMENT FOR
PARCEL 3 (the "Sixth Amendment") is entered into this _____ day of _____, 2017,
by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and QUALITY
INVESTMENT PROPERTIES ROSEVILLE, LLC, a Delaware limited liability company,
QUALITY INVESTMENT PROPERTIES ROSEVILLE II, LLC, a Delaware limited liability
company, and QUALITY INVESTMENT PROPERTIES ROSEVILLE LAND COMPANY,
LLC, a Delaware limited liability company (collectively "LANDOWNER"), pursuant to the
authority of Sections 65864 through 65869.5 of the Government Code of California.

WITNESSETH:

A. Property (Parcel 3). The subject of this Sixth Amendment is the development of
a portion of the overall Master Plan property known as Parcel 3 and further subdivided on _____.
Parcel 3 consists of approximately 59.2 acres and is described in Revised Exhibit A and
depicted in Revised Exhibit A-1 attached hereto. Quality Investment Properties Roseville, LLC
– a Delaware limited liability company owns 27.5 acres; Quality Investment Properties
Roseville II, LLC – a Delaware limited liability company owns 13.3 acres; Quality Investment
Properties Roseville Land Company, LLC – a Delaware limited liability company owns 18.4
acres. LANDOWNER hereby represents that, as to Parcel 3, LANDOWNER owns such
Property in fee and that all other persons holding legal or equitable interests in such Parcel shall
be bound by this Sixth Amendment. As to this Sixth Amendment, "Property" shall mean Parcel
3 as described above.

B. Development Agreement. On August 1, 1996, the CITY and Hewlett-Packard
entered into that certain agreement entitled "Development Agreement By and Between The City

of Roseville and Hewlett-Packard Company Relative to the Roseville Master Plan" (the "Original Development Agreement"). The Original Development Agreement was recorded in the Official Records of Placer County on August 16, 1996, as Instrument No. 96-0047544 and re-recorded on March 25, 1998 as Instrument No. 98-0019739.

C. First Amendment of Development Agreement. On May 23, 2001, the CITY and Hewlett-Packard entered into that certain agreement entitled "First Amendment of Development Agreement By and Between The City of Roseville and Hewlett-Packard Relative to the Roseville Master Plan" ("First Amendment"). The First Amendment was recorded in the Official Records of Placer County on June 7, 2001, as Instrument No. 2001-0056191. The Original Development Agreement, as amended by the First Amendment, shall be referred to herein as the "Development Agreement." Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement unless otherwise provided herein. All references to "Section" herein, unless otherwise noted, shall mean and refer to the corresponding Section of the Development Agreement.

D. Subdivision of Hewlett-Packard Property. Hewlett-Packard subdivided the Master Plan Property into four Parcels. Subsequent to that time, Hewlett-Packard transferred and/or sold parcels to other landowners. Other landowners with legal interest in the existing Development Agreement are as follows: Hewlett-Packard owns "Parcel 1;" R10 Foothill, LLC owns "Parcel 2;" and BBC Roseville Oaks, LLC, owns the majority of "Parcel 4."

E. Campus Oaks Master Plan. On August 5, 2015, the CITY approved the Hewlett-Packard Campus Oaks Master Plan Amendment that amended the Master Plan for Parcel 1 and Parcel 4. The Hewlett-Packard Campus Oaks Master Plan Amendment does not apply to Parcel 3.

F. Second Amendment of Development Agreement for Parcel 1 and 4. On August 19, 2015, the CITY approved entering into a Second Amendment to the Development Agreement for Parcel 1 and Parcel 4 with Hewlett-Packard and BBC Roseville Oaks LLC. The Second Amendment is not applicable to Parcel 3

G. Third Amendment of Development Agreement for Parcel 1. On August 19, 2015, the CITY approved entering into a Third Amendment to the Development Agreement for Parcel 1 with Hewlett-Packard. The Third Amendment is not applicable to Parcel 3.

H. Fourth Amendment of Development Agreement for Parcel 4. On August 19, 2015, the CITY approved entering into a Fourth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fourth Amendment is not applicable to Parcel 3.

I. Fifth Amendment of Development Agreement for Parcel 4. On September 7, 2016, the CITY approved entering into a Fifth Amendment to the Development Agreement for Parcel 4 with BBC Roseville Oaks, LLC. The Fifth Amendment is not applicable to Parcel 3.

J. Purpose of Sixth Amendment. LANDOWNER and CITY desire to amend the Development Agreement to facilitate the development of the Property by clearly establishing and confirming the existing vested entitlements under the Development Agreement allocated to

Parcel 3. This Agreement amends and restates the specific vested rights pertaining to Parcel 3. This Sixth Amendment is not applicable to Parcels 1, 2, and 4. LANDOWNER and CITY also desire to extend the term of the Development Agreement, all in substantial conformance with the intent and basic provisions of the Hewlett-Packard Roseville Master Plan, as adopted by Resolution No. 96-203, amended by Resolution No. 01-97.

K. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City of Roseville and an applicant for a development project to enter into a development agreement establishing certain development rights in and obligations with respect to Parcel 3 which is the subject of the development project application. In addition to this statutory authorization, Section 1.4 of the Development Agreement allows for the amendment of said Development Agreement.

L. Planning Commission Hearing. On _____, 2017, the City Planning Commission, designated by Roseville Ordinance No. 3014 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this Sixth Amendment to the Development Agreement and recommended that the City Council approve this Sixth Amendment.

M. Environmental Review. On June 5, 1996, the City Council, in Resolution 96-204 certified as adequate and complete, the Final EIR (the "Plan EIR") for the Hewlett-Packard Roseville Master Plan (the "Master Plan"). Feasible mitigation measures were identified in the Plan EIR and were adopted and incorporated into the Master Plan and made terms and conditions of the existing Development Agreement. On August 5, 2015, the City Council adopted an Addendum to the Plan EIR (the "Addendum"). On August 17, 2016, the City Council adopted a second Addendum to the Plan EIR (the "2nd Addendum"). On _____, 2017, the City Council, in Ordinance _____ found, based on substantial evidence, that this Sixth Amendment of the Development Agreement does not result in any changes to the Entitlements that would result in any physical changes to the environment or changes to environmental impacts from those previously considered in connection with the approval of the existing Development Agreement through the Fifth Amendment; therefore, no further environmental review relating to the adoption of this Sixth Amendment is required.

N. Development Agreement Ordinance. CITY and LANDOWNER have taken all actions mandated by and fulfilled all requirements set forth in the Development Agreement Ordinance of the City of Roseville, Chapter 19.84 of the Roseville Municipal Code. This Agreement, to the extent it amends and affects the terms of the Development Agreement for Parcel 3, is consistent with and authorized by the amendment provisions of Section 1.4 of the Development Agreement.

O. Consistency with General Plan and Master Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, CITY finds and declares that this Agreement is consistent with the General Plan of the City of Roseville and with the Master Plan. In particular, the CITY finds that all amendments herein related to the

implementation of the Master Plan, including the allocation of Intensity Thresholds are consistent with the intent and basic provisions of the Master Plan.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of Development Agreement. The following sections of the Development Agreement are hereby amended with respect to development of Parcel 3 as follows:

A. Revised Recitals (Property). The description of the "Property" which is the subject of the Sixth Amendment of the Development Agreement is hereby acknowledged to refer to Parcel 3 as depicted in **Revised Exhibit A-1** attached to this Sixth Amendment.

B. Extended Term. For purposes of Section 1.3, CITY and LANDOWNER hereby agree to extend the term of the Development Agreement to and through December 31, 2047, unless the Development Agreement is terminated, modified or extended by circumstances set forth in the Development Agreement, as amended, or by mutual consent of the parties hereto.

C. Revised Section 1.4 (Subsequent Amendments, New Development Agreements and/or Master Plan Amendments). Section 1.4 is hereby revised in its entirety to read as follows:

“1.4 Subsequent Amendments, New Development Agreements and/or Master Plan Amendments. This Agreement and /or the Master Plan may be replaced and/or amended from time to time as to Parcel 3, or any such parcel or as to any portion thereof, by mutual consent of CITY and a Landowner, including any successor owner of any portion of Parcel 3 subject of such amendment, in accordance with the provisions of the Development Agreement Statute and City Ordinance and as provided for herein. If the proposed amendment or new agreement affects less than all of Parcel 3, then such amendment or new agreement need only be approved by the owner(s) in fee of the portion of such Parcel that is subject to or affected by such amendment or new agreement subject to provisions of this Agreement.

“LANDOWNER may seek to amend this Agreement or adopt a new development agreement for the parcel owned thereby, including changes to the allowable land uses and other terms and provisions of the Master Plan vested hereby applicable to the development and use of such parcel, or any portion thereof, independent of and without the consent of the other Landowners subject to the Development Agreement. LANDOWNER, at its discretion may seek as part of any such amendment or new agreement to amend the Master Plan as applied to the parcel owned thereby or to create its own separate plan for development of its parcel, or any portion thereof, independent of and in place of the Master Plan. However, CITY hereby agrees that any such amendment or new agreement and/or amendment to the Master Plan by a Landowner with respect to the parcel owned thereby shall:

1. Not negatively affect or reduce the development rights allocated to and vested in the Development Agreement for any other Parcel, or any portion thereof, granted pursuant to the Development Agreement, as amended by the Second through Fifth Amendments and this Sixth Amendment, unless otherwise agreed to in writing by the Landowner of the other parcel or property whose allocated development rights are proposed to be affected or reduced thereby pursuant to a corresponding, concurrently approved amendment or new agreement and/or amendment to the Master Plan for such other affected parcel or property; and
2. Not impose any new obligations or conditions upon development of any other Parcel subject to the Development Agreement, or any portion thereof, to mitigate any impacts associated with the amendment, new agreement and/or amendment to the Master Plan for the parcel that is the subject of such amendment, or portion thereof, which impacts shall be fully addressed and/or mitigated through the terms of the amendment, new agreement and/or amendment of the Master Plan applicable to the amending parcel, or the amending portion thereof.”

D. Revised Section 2.2 (Vested Entitlements). Section 2.2 is hereby revised in its entirety to read as follows:

“2.2 Vested Entitlements. Subject to the provisions and conditions of this Agreement, CITY agrees that CITY is granting and grants herewith, a fully vested entitlement and right to develop Parcel 3 in accordance with the terms and conditions of this Agreement and the Entitlements. CITY acknowledges that the Entitlements include the following land uses for Parcel 3:

Light Industrial: 59.2 acres

as depicted in Exhibit B. Such uses shall be developed in accordance with the Entitlements, as such Entitlements provide on the effective date of this Agreement, or as they may provide from time-to-time by amendment of the Master Plan by LANDOWNER as provided for herein. LANDOWNER’s vested right to proceed with development of Parcel 3 shall be subject to the Intensity Thresholds defined in this section below. Such vested rights are also subject to subsequent approvals as defined and as provided for in the Master Plan, provided that any conditions, terms, restrictions, and requirements for such subsequent approvals shall not prevent development of Parcel 3 for the uses and density and intensity of development or rate of timing of development set forth in this Agreement so long as the limitations set forth in the Intensity Thresholds have not been reached for Parcel 3 as described below and further provided that LANDOWNER is not in default under this Agreement.

“For purposes of this Sixth Amendment and development of Parcel 3 pursuant to the Master Plan and all other entitlements that exist at the time this Agreement is executed, the CITY and LANDOWNER hereby agree that the Intensity Thresholds for uses described for Parcel 3 in the Master Plan are allocated to Parcel 3 as follows:

<u>Property</u>	<u>Acreage</u>	<u>Gross Sq. Ft.</u>	<u>Average FAR</u>	<u>Water</u> (Max Daily Demand)	<u>Sewer</u> (Max Daily Flow)	<u>Electric</u> (Peak Annual Demand)¹	<u>Traffic</u> (PM Peak Hour Trips)
QIP/Parcel 3	59.2 Light Industrial	900,000	0.35	.35 mgd	.24 mgd	6.06 MW	1,025

1. Electric Demand is based on gross square foot allocations. Actual demand may increase with infrastructure improvements.

“As a result of these allocations of Intensity Thresholds to Parcel 3, the CITY acknowledges and agrees that the development rights allocated to and vested for such Parcel pursuant to this Section 2.2, shall not be affected or reduced by any action taken by the CITY. The CITY reserves the right to review each subsequent entitlement application for development of Parcel 3 to ensure that the thresholds are not exceeded in the future without appropriate mitigation by the owner of such Parcel and to ensure that the proposed development meets all other applicable design guidelines. So long as the development of the Parcel is consistent with the vested development rights allocated thereto under this Development Agreement, the obligations associated with that development shall be limited to the payment of all fees associated with such development and the installation of roadway and utility improvements described in the terms of this Development Agreement and the Master Plan.”

E. Revised Section 3.6.2 (Sewer Improvements). For purposes of Section 3.6.2 of the Development Agreement, CITY hereby agrees that the planned construction of the sewer line within Painted Desert Drive by BBC Roseville Oaks, for which LANDOWNER has paid its fair share based upon the vested rights in Section 2.2 pursuant to a Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER, is designed to sewer the existing and future development of Parcel 2 and Parcel 3 consistent with the vested Entitlements to connect to the existing sewer lines in Woodcreek Oaks Boulevard in place of the 12” sewer line along Blue Oaks Boulevard. LANDOWNER shall have no obligation or right to construct the additional 12” sewer line along Blue Oaks Boulevard to sewer development of the Property. LANDOWNER and CITY hereby agree that except to the extent clarified herein, all other terms and provisions of Section 3.6.2 shall remain in full force and effect.”

F. Revised Section 3.4.4 (Detention Basins). All references within Section 3.4.4 to the “Northern Detention Basin” and the “Undeveloped Northern Watershed” are hereby deleted.

G. Revised Section 3.8.1 (Blue Oaks Boulevard). Section 3.8.1 is hereby revised in its entirety to read as follows:

“3.8.1. Blue Oaks Boulevard. Blue Oaks Boulevard frontage improvements for Parcel 3 will be completed pursuant to the Settlement Agreement between CITY, BBC Roseville Oaks and LANDOWNER. Accordingly, Landowner shall only be responsible for the finished grading of the landscaped corridor adjacent to Blue Oaks Boulevard, the construction of an eight foot wide (8') separated sidewalk for Blue Oaks Boulevard frontage from its intersection with Foothills Boulevard to its intersection with New Meadow Drive, as shown in cross-section in Exhibit C-1, construction of a bus turnout, shelter pad and bus shelter on Blue Oaks Boulevard east of New Meadow Drive, and the completed landscaping and landscape irrigation within the fifty-foot wide (50') landscape set back adjacent to Blue Oaks Boulevard. With the approval of future development plans for Parcel 3, LANDOWNER will be responsible for the installation of all standard improvements associated with access to and from public roads, as determined by CITY. When LANDOWNER constructs an intersection with Blue Oaks Boulevard or receives a building permit for a building located within three hundred feet (300') or less of the southerly boundary of the right of way for Blue Oaks Boulevard, LANDOWNER shall construct the sidewalk improvements from Foothills Boulevard to the western property boundary and the bus turnout, shelter pad and bus shelter. CITY may, at its sole discretion, allow for the construction of the sidewalk and landscaping to be phased. All improvements to be installed by LANDOWNER shall comply with CITY's then current standards.

The bus turnout, shelter and related improvements shall conform to CITY's then current standards. LANDOWNER and CITY may enter into a deferred improvement or other agreement based on a construction cost of ten thousand dollars (\$10,000) per shelter for future construction of the bus shelter (#282) on Blue Oaks Boulevard east of New Meadow Drive. A separate easement shall be dedicated to CITY for the bus shelter pad. The easement shall be drafted for approval and acceptance by CITY and recorded at the Office of the Placer County Recorder.”

H. Revised Section 5.4 (Legal Action). Section 5.4 is hereby revised in its entirety to read as follows:

“5.4 Legal Action. In addition to any other rights or remedies, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Provided, however, that LANDOWNER, its successors and assigns hereby waive any and all claims for monetary damages against CITY arising out of this Agreement at any time. All legal actions shall be initiated in the Superior Court of the County of Placer, State of California, or the Federal District Court in the Eastern District of California.”

I. Revised Section 6 (Hold Harmless). Section 6 is hereby revised in its entirety to read as follows:

“ 6.0 Hold Harmless. LANDOWNER and its heirs, successors-in-interest and assigns, hereby agrees to, and shall defend and hold CITY, and its elective and appointive boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damage or claims of damage for personal injury, or bodily injury

including death, as well as from claims for property damage which may arise from operation of LANDOWNER's, or LANDOWNER's contractors, or contractors' subcontractors, agents, or employees under this Agreement, whether such operations be by LANDOWNER, or by LANDOWNER's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for LANDOWNER of any of LANDOWNER's contractors or subcontractors unless such damage or claim arises from negligence or willful misconduct of CITY. The foregoing indemnity obligation shall not apply to any liability for damage or claims for damage with respect to any damage to or use of any public improvements after the completion and acceptance thereof by CITY."

J. Revised Section 10 (Notices). The notice addresses for the CITY and LANDOWNER in Section 10 are hereby revised to read as follows:

Development Services Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

with copy to:
City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678

Notice required to be given to LANDOWNER shall be addressed as follows:

QUALITY INVESTMENT PROPERTIES
ROSEVILLE, LLC, QUALITY
INVESTMENT PROPERTIES ROSEVILLE
II, LLC, and QUALITY INVESTMENT
PROPERTIES ROSEVILLE LAND
COMPANY, LLC:

12851 Foster Street
Overland Park, KS 66213
Attn: Chad Williams

with copy to:
HalBear Enterprises
5716 Callister Ave
Sacramento CA 95819
Attn: Mark A. Perlberger

Taylor & Wiley
500 Capital Mall, Suite 1150

Sacramento, CA 95814
Attn: James B Wiley, Esq.

2. Exhibits. The following New Exhibit and Revised Exhibits are attached hereto and incorporated herein by reference and hereby replace and supersede the respective Exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable Exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding New and Revised Exhibits below:

New Exhibit A	Legal Descriptions of Parcel 3
Revised Exhibit A-1	Revised Diagram of the Property
Revised Exhibit B	Land Use Map of the Property
Revised Exhibit C-1	Blue Oaks Boulevard Cross Section.

3. Consistency with General Plan. The CITY hereby finds and determines that execution of this Sixth Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Amendment; Balance of Development Agreement Remains In Full Force. This Sixth Amendment amends, but does not replace or supersede, the Development Agreement. In the event of any conflict, the language of this Sixth Amendment shall be controlling in all events or circumstances. Except as modified hereby, all other terms and provisions of the Development Agreement shall remain in full force and effect.

5. Form of Amendment; Execution in Counterparts. This Sixth Amendment is executed in duplicated originals, each of which is deemed to be an original, and may be executed in counterparts.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Amendment in duplicate by its City Manager and the attestation to this Amendment by its City Clerk under the authority of Ordinance No. ____, adopted by the Council of the City of Roseville on the ____ day of _____, 2017, and LANDOWNER have caused this Amendment to be executed.

CITY:

LANDOWNER:

CITY OF ROSEVILLE,
a municipal corporation

QUALITY INVESTMENT PROPERTIES
ROSEVILLE, LLC, a Delaware limited
liability company

By: _____
Rob Jensen, City Manager

By: _____
Name: _____
Title: _____

ATTEST:

Sonia Orozco, City Clerk

APPROVED AS TO FORM:

Robert R. Schmitt, City Attorney

APPROVED AS TO SUBSTANCE:

Kevin Payne
Development Services Director

QUALITY INVESTMENT PROPERTIES
ROSEVILLE II, LLC, a Delaware limited
liability company

By:_____
Name:_____
Title:_____

QUALITY INVESTMENT PROPERTIES
ROSEVILLE LAND COMPANY, LLC, a
Delaware limited liability company

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

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

State of _____
County of _____

On _____, 2017, before me, _____
(Here insert Name and Title of Officer)
personally appeared _____,

Name(s) of Signer(s)

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.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

Revised Exhibit A

Legal Description of Property

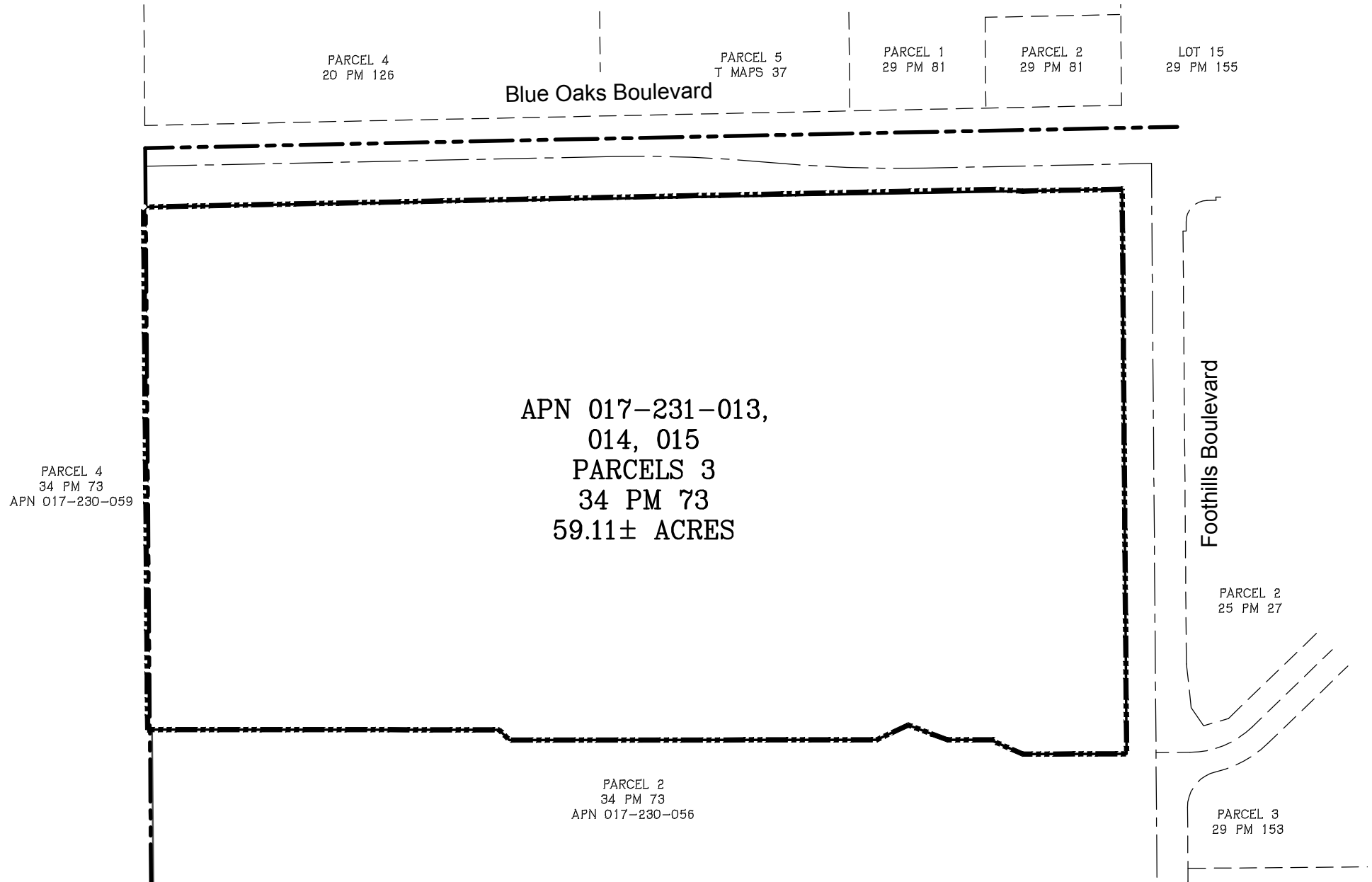
Parcel 3

The land referred to herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

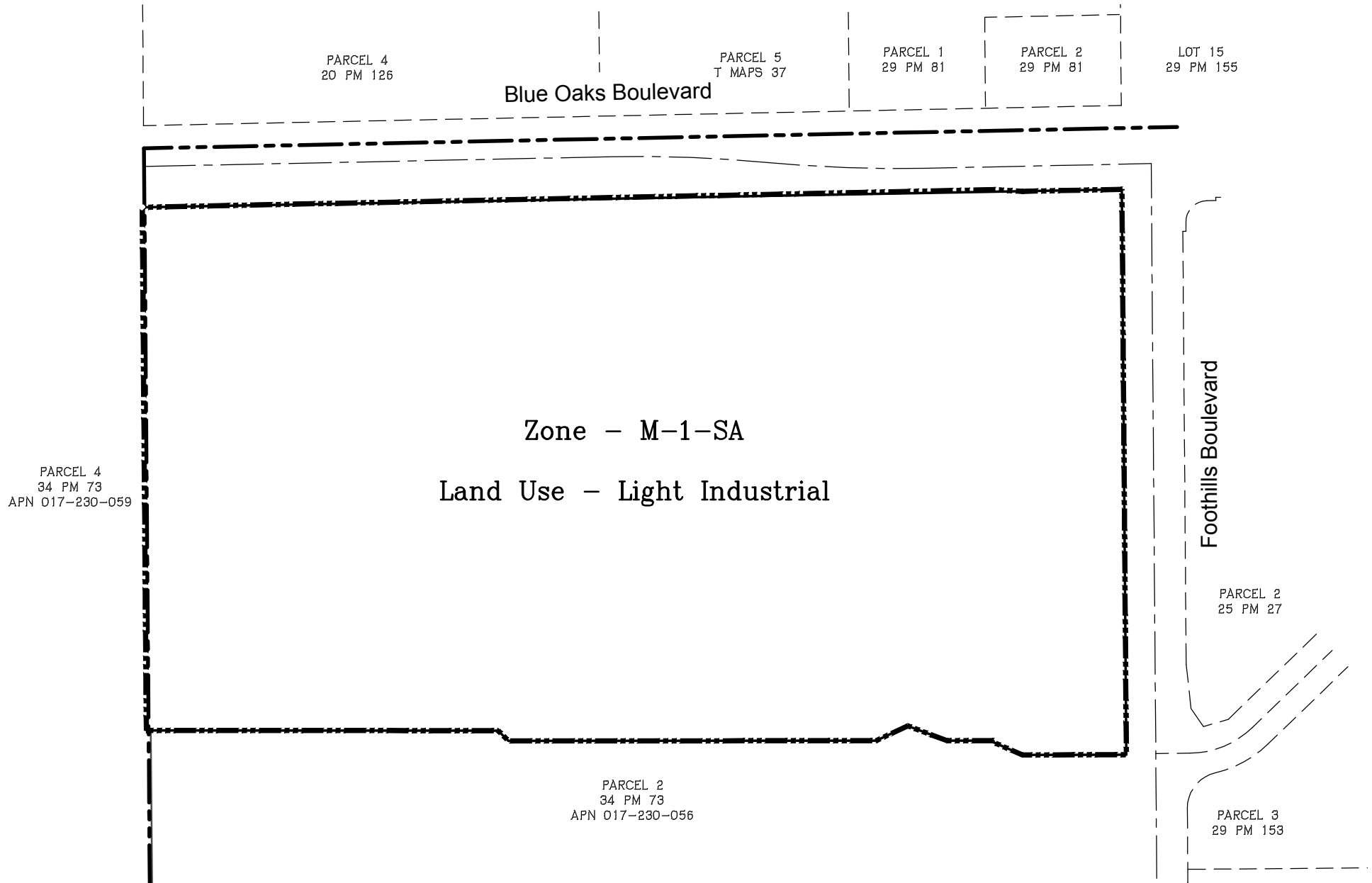
Parcel 3, as shown on that certain Parcel Map of Hewlett-Packard Subdivision No. Sub-000105, recorded on June 4, 2008, in the Office of the Recorder for the County of Placer, State of California, in Book 34 of Parcel Maps, at Page 73.

APN: 017-230-057

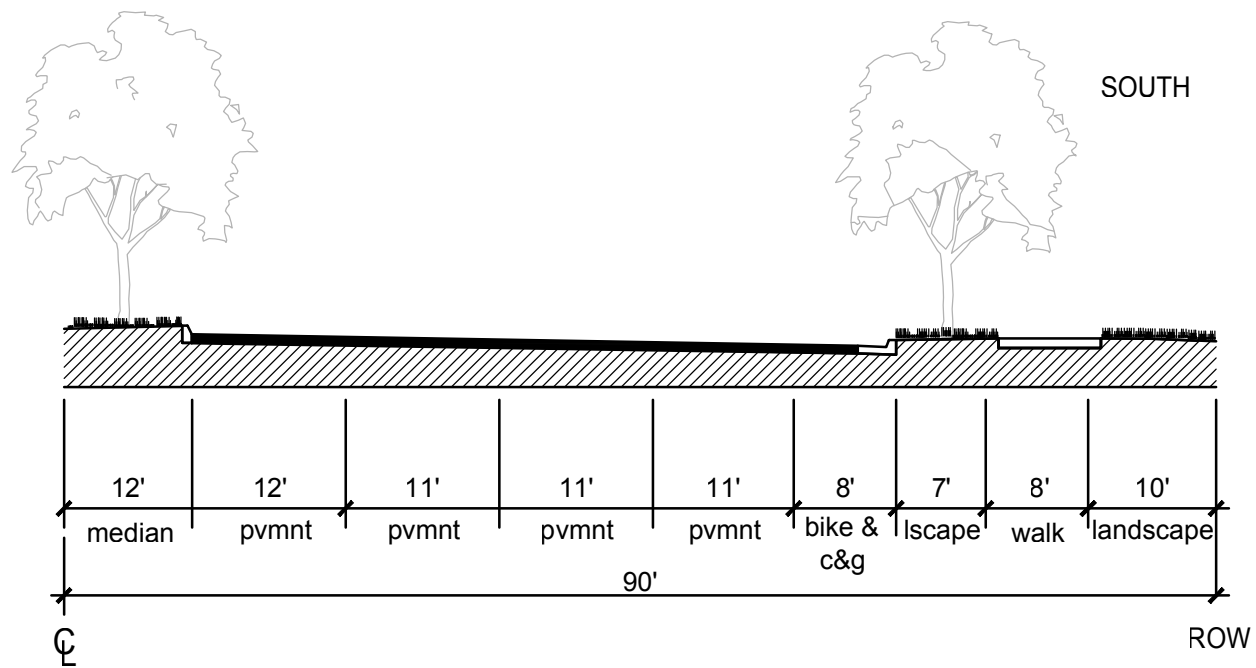
Revised Exhibit A-1 : Revised Diagram of the Property



Revised Exhibit B : Land Use Map of the Property



Revised Exhibit C-1 :Blue Oaks Boulevard Cross Section



Blue Oaks Boulevard



COUNCIL COMMUNICATION

CC #: 8423

File #: 0103-41-02

Title: Second Reading - Municipal Code Amendment - Board of Appeals - Administrative Citations and Administrative Remedies Ordinance Update
Contact: Gretchen Hakala 916-774-5325 ghakala@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 7.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5828 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.26.020 OF CHAPTER 2.26, AMENDING SECTIONS 2.50.020, 2.50.040, 2.50.060, 2.50.070, 2.50.080, 2.50.090, 2.50.110 OF CHAPTER 2.50, AND AMENDING SECTIONS 2.52.040 AND 2.52.050 OF CHAPTER 2.52 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BOARD OF APPEALS, ADMINISTRATIVE CITATIONS AND ADMINISTRATIVE REMEDIES for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

.Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Gretchen Hakala, Paralegal

Bob Schmitt, City Attorney



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5828

ORDINANCE NO. 5828

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.26.020 OF CHAPTER 2.26, AMENDING SECTIONS 2.50.020, 2.50.040, 2.50.060, 2.50.070, 2.50.080, 2.50.090, 2.50.110 OF CHAPTER 2.50, AND AMENDING SECTIONS 2.52.040 AND 2.52.050 OF CHAPTER 2.52 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING BOARD OF APPEALS, ADMINISTRATIVE CITATIONS AND ADMINISTRATIVE REMEDIES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 2.26.020 of Chapter 2.26 of Chapter 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.26.020 Purpose.

The board of appeals shall hear appeals of decisions of the building official pursuant to Sections 16.04.110 and 17.08.530, appeals of decisions of the fire chief pursuant to Section 16.16.050, appeals of decisions of the environmental utilities director pursuant to Section 14.20.450 and appeals of decisions of the chief of police pursuant to Section 9.45.260. Members of the board of appeals shall also provide a pool of hearing examiners to sit on hearing panels pursuant to Sections 2.50.070 and 2.52.070 of this title.

SECTION 2. Section 2.50.020 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Enforcement officer” shall mean any city employee or agent of the city with the authority to enforce any provision of this code, including, but not limited to, an animal control officer, building inspector, building official, chief building inspector, city attorney, code enforcement inspector, fire chief, fire inspector, fire marshal, housing inspector, planning manager, public works inspector, water conservation specialist, construction inspector, engineer, and any police officer.

SECTION 3. Section 2.50.040 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.040 Amount of fines.

A. The amounts of the fines for code violations imposed pursuant to this chapter shall be set forth in a schedule of fines established by resolution of the City Council.

B. The schedule of fines shall specify any increased fines for repeat violations of the same code provision within 12 months from the date of an administrative citation.

SECTION 4. Section 2.50.060 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.060 Hearing request.

A. Any recipient of an administrative citation may contest that there was a violation of the code or that he or she is the responsible party by completing a request for hearing form and returning it to the city attorney's office within 30 days from the date of the notice issued pursuant to Section 2.50.035.

B. A request for hearing form may be obtained from the city attorney's office or from the city's website.

C. The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing.

D. If the enforcement officer submits an additional written report concerning the administrative citation for consideration at the hearing, then a copy of that report also shall be served on the person requesting the hearing at least five days prior to the date of the hearing.

SECTION 5. Section 2.50.070 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.070 Hearing panel.

The city attorney's office shall designate a hearing panel for the administrative citation hearing. The panel shall have two or three members, drawn from the membership of the board of appeals. The members shall be selected to serve on the hearing panel on a rotating, as-available basis by the city attorney's office. Members shall act impartially on any matter placed before them and shall remove themselves from the panel should any conflict of interest involving the subject matter or parties of the proceedings come to their attention.

SECTION 6. Section 2.50.080 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.080 Hearing procedure.

A. A hearing shall be set for a date that is not less than 15 days and not more than 90 days from the date that the request for hearing is initially filed in accordance with the provisions of this chapter.

B. The city attorney's office, in its sole discretion, may reschedule a hearing one-time at the request of any party, so long as such request is made not less than three business days before the hearing date. If a party requests a new hearing date other than the assigned date and that date is more than 90 days from the date of the initial request for hearing, the request shall be denied. Any requests to reschedule a hearing date must be provided to the city attorney's office not less than three business days prior to the date of the hearing.

C. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation.

D. The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a failure to exhaust administrative remedies.

E. The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

F. The hearing panel may continue the hearing and request additional information from the enforcement officer or the recipient of the citation prior to issuing a written decision.

SECTION 7. Section 2.50.090 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.090 Hearing panel's decision.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing panel shall issue a written decision to uphold or dismiss the administrative citation and shall list the basis for that decision. The decision of the hearing panel shall be final.

B. The recipient of the administrative citation shall be served with a copy of the hearing panel's written decision.

C. If the hearing panel determines that the citation should be upheld, then the responsible party shall have 20 days from the date of notice of the hearing panel's decision to pay the fine. If the hearing panel determines that the citation should be upheld, but the fine waived in the interests of justice, no fine shall be due.

D. If the administrative citation involves noncompliance with conditions of approval of a discretionary permit, in addition to assessing administrative fines, the hearing panel may, at its discretion, refer the matter to the planning commission for possible action on the underlying permit.

SECTION 8. Section 2.50.110 of Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.50.110 Right to judicial review.

A. Any person aggrieved by an administrative decision of a hearing panel on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Superior Court in Placer County in accordance with the timelines and provisions set forth in California Government Code Section 53069.4, as it may be amended.

B. Should any party file a petition for review in accordance with section A above, the city attorney or his or her designee shall have authority to dismiss the citation, and/or to enter into a negotiated settlement with the petitioner, if such dismissal and/or negotiated settlement is determined by the city attorney or his or her designee to be in the best interests of the city.

SECTION 9. Section 2.52.040 of Chapter 2.52 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.52.040 Notice and order.

In the case of a compliance order issued pursuant to Chapter 16.35, the building official or his or her designee, shall issue a notice and order directed to the record owner of the building.

A. The notice and order shall contain all of the following:

I. The street address and a legal description sufficient for identification of the premises upon which the building is located;

2. A statement that the building official or his or her designee, has found the building to be dangerous, with a concise description of the conditions found to render the building dangerous under the provisions of Section 16.35.110 of this chapter;

3. A statement of the required action, as determined by the building official or his or her designee;

a. If the building official or his or her designee, has determined that the building or structure must be repaired, the order shall require that all necessary permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances,

b. If the building official or his or her designee, has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable,

c. If the building official or his or her designee, has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official or his or her designee, shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable,

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official or his or her designee;

a. Will order the building vacated and posted to prevent further occupancy until the work is completed, and

b. May proceed to cause the work to be done and charge the costs thereof against the property or its owner;

5. Statements advising that:

a. Any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official or his or her designee, to a hearing panel, provided the appeal is made in writing as provided in this chapter and filed with the building department within 30 days from the date of service of such notice and order, and

b. Failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

B. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the building official or disclosed from official public records:

1. The holder of any mortgage or deed of trust or other lien or encumbrance of record;

2. The owner or holder of any lease of record; and

3. And the holder of any other estate or legal interest of record in or to the building or the land on which it is located.

C. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

SECTION 10. Section 2.52.050 of Chapter 2.52 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.52.050 Extension of time to perform work.

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official or his or her designee, may grant an extension of time, not to exceed an additional 120 days, within which to achieve compliance.

SECTION 11. Section 2.52.180 of Chapter 2.52 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

2.52.180 Right of judicial review.

A. The decision of the hearing panel shall be final. Any person aggrieved by an administrative order of the hearing panel may obtain review of the administrative order in the superior court by filing with the court a petition for writ of mandate within 90 days pursuant to California Code of Civil Procedure Section 1094.6, as it may be amended.

B. Should any party file a petition for review in accordance with section A above, the city attorney or his or her designee shall have authority to dismiss the citation, and/or to enter into a negotiated settlement with the petitioner, if such dismissal and/or negotiated settlement is determined by the city attorney or his or her designee to be in the best interests of the city.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 13. 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 #: 8391
File #: 0600-02

Title: Out of State Travel Request - Police Department
Contact: Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff requests that Council approve Detective Adrian Coghlan's travel to Huntsville, AL for an FBI-sponsored bomb technician training course.

BACKGROUND

The Roseville and Rocklin Police Departments maintain a shared FBI-certified EOD (explosive ordnance disposal) unit, or bomb squad, that includes trained and certified police officers and specialized equipment. The Roseville-Rocklin EOD team responds to examine and if needed, render safe suspicious objects and improvised explosive devices in both cities. As members of the Sacramento Regional EOD taskforce, they also respond to assist other agencies in the region.

The FBI provides most EOD training at their hazardous devices school near Huntsville, Alabama, and periodically invites local law enforcement bomb technicians to attend.

The FBI recently invited Det. Coghlan, one of Roseville's certified bomb technicians, to attend their 40-hour electronic countermeasure operator course in Huntsville from April 17-21, 2017.

The course will cover the latest trends and counter measures for remotely-controlled improvised explosive devices--for example, foiling a criminal who intends to use a two-way radio or other communication device to remotely detonate a bomb.

FISCAL IMPACT

The FBI pays vendors directly for airfare and lodging, and provides ground transportation. The City will pay \$280.50 for meals and other daily expenses, and will be reimbursed by the FBI. There is no net cost to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this request for out-of-state travel.

ENVIRONMENTAL REVIEW

This request for out of state travel is not a “project” as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8415
File #: 0102-06

Title: Proclamation - Building Safety Month
Contact: Carla Winter 916-774-5332 cwinter@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.26.

RECOMMENDATION TO COUNCIL

Proclaim May 2017 as Building Safety Month and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Carla Winter, Permit Technician

Kevin Payne, Director of Development Services



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Building Safety Month

City of Roseville Proclamation

BUILDING SAFETY MONTH

May 2017

WHEREAS, the safety of buildings is essential to the health, safety, and welfare of the citizens of the City of Roseville, and among the world's most fundamental laws and ordinances are those which provide standards for the safe construction of buildings in which people live, work, and play; and

WHEREAS, in an ongoing effort to ensure that residents and individuals patronizing businesses within the City of Roseville are afforded the highest construction standards available, the Building Division is proud to participate in Building Safety Month; and

WHEREAS, Building Safety Month emphasizes the important role the Building Division plays in the development and maintenance of safe buildings in the community; and

WHEREAS, the Building Division helps to ensure the public's health, safety, and general well-being by reviewing building construction plans, issuing building permits, and inspecting buildings during and after construction to ensure that they comply with the minimum necessary health and safety regulations, and it is this preventative work that contributes to the success of keeping the occupants of the structure safe during an emergency; and

WHEREAS, for construction and building codes to be effective and enforced, understanding and cooperation must exist between code officials and the people they serve; and

WHEREAS, through the untiring efforts of local building officials and their cooperative relationship with the design and construction industry, the administration of these health and life-safety standards is assured; and

WHEREAS, cities and counties across California will join together in May to promote building safety through the observation of Building Safety Month; and

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim **May 2017** as **BUILDING SAFETY MONTH** and urge citizens to participate in activities to help promote building safety, to create awareness as to the importance of construction and building codes, and to honor the role of code officials in administering those codes.

SIGNED AND APPROVED this 19th day of April, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8416
File #: 0102-06

Title: Proclamation - Neurofibromatosis Awareness Month
Contact: Heather Blanco 916-774-5265 hblanco@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Proclaim May 2017 as Neurofibromatosis Awareness Month and May 17th as World Neurofibromatosis Awareness Day.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable

Respectfully Submitted,

Heather Blanco, Deputy City Clerk

Sonia Orozco, City Clerk

A handwritten signature in blue ink, appearing to be "H. Blanco", is located at the bottom left of the page.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Proclamation - Neurofibromatosis Awareness Month

City of Roseville
Proclamation
Neurofibromatosis Awareness Month
May 2017

WHEREAS, Neurofibromatosis (NF) causes tumors to grow on nerves throughout the body and the term NF represents three genetic disorders, NF1, NF2, and Schwannomatosis; and

WHEREAS, half of the people who develop NF1 or NF2 inherit it from a parent, and the other half develop it by chance, as a result of a spontaneous change in a specific gene in an egg or sperm cell, while people affected with Schwannomatosis are believed to have developed it by chance; and

WHEREAS, the Children's Tumor Foundation is a nonprofit organization dedicated to finding effective treatments for NF through the support of medical research, fundraising, and national recognition; and

WHEREAS, the Children's Tumor Foundation recognize NF Awareness Month and World NF Awareness Day as a time for members of the NF community to harness their power, drive awareness, educate those around them, and raise money to support research that will lead to effective treatments for neurofibromatosis; and

WHEREAS, NF research has made great strides since Congress first funded the NF Research Program in 1996, and continued funding is needed to translate clinical trials into effective treatments; and

NOW, THEREFORE, I, SUSAN ROHAN, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, on behalf of the City Council, do hereby proclaim, **MAY 2017**, as **NEUROFIBROMATOSIS AWARENESS MONTH** and May 17th as **WORLD NEUROFIBROMATOSIS AWARENESS DAY**.

SIGNED AND APPROVED this 19th day of April 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8423
File #: 0102-10

Title: Resolution of Commendation and Appreciation for Jeanette Derobertis
Contact: Susan Schinnerer 916-774-5204 sschinnerer@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 7.28.

RECOMMENDATION TO COUNCIL

Recommend Jeanette Derobertis be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

BACKGROUND

Not Applicable

FISCAL IMPACT

Not Applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

Not Applicable

Respectfully Submitted,

Susan Schinnerer, Administrative Assistant

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Jeanette Derobertis

City of Roseville RESOLUTION

of

COMMENDATION AND APPRECIATION

WHEREAS, Jeanette Derobertis began her distinguished career with the City of Roseville on July 22, 1985 as a Typist Clerk II in the City Clerk's office, promoted to Deputy City Clerk II in 1986, promoted to Human Resources Technician in 1991, and promoted to Senior Human Resources Technician in 2004; and

WHEREAS, Jeanette's institutional knowledge of all functions in the Human Resources and Risk Management empowered her success in the organization; and

WHEREAS, in 2009 Jeanette carved out her expertise in the City's Workers' Compensation program and strove for excellence in customer service and employee health thereby demonstrating her true dedication to helping employees return to work in a timely manner; and

WHEREAS, Jeanette received the Good Health Perfect Attendance Award for her stellar attendance record in 2005, 2006, and from 2011 to 2014; and

WHEREAS, Jeanette deservingly received the Pride of Roseville Commendation of Excellence in 2007 for her work on the Innovation Team, where she made excellent use of her penchant for teamwork and problem-solving abilities; and

WHEREAS, Jeanette has been a dedicated City of Roseville employee and an advocate of the health and safety for 32 years, and she will be greatly missed; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **JEANETTE DEROBERTIS** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 19th day of April, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8417

File #: 0206

Title: Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) - Bond Issuance

Contact: Jeannine Thrash 774-5473 jthrash@roseville.ca.us
Vanessa Lieberman 774-5189 vlieberman@roseville.ca.us
Jay Panzica 774-5320 jpanzica@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the resolution authorizing the issuance and sale of special tax bonds for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District (CFD) No. 5, approving and directing the execution of a Fiscal Agent Agreement, and approving other related documents and actions.

The attached resolution authorizes the execution and delivery of the following documents required for Fiddymment Ranch CFD No. 5:

- Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

BACKGROUND

On February 23, 2004 the Fifth Amendment of Development Agreement by and Between the City of Roseville and Roseville Fiddymment Land Venture, LLC, Relative to West Roseville Specific Plan was approved by City Council. With this amendment the Developer and the City agreed to form an 'Overlay' Community Facilities District with respect to Fiddymment Ranch CFD No. 1 for the purpose of financing the construction and/or acquisition of public infrastructure and facilities within the property. The Amendment states that these funds may be used to retire project CFD (Fiddymment Ranch CFD No. 1) debt on the property and to construct and/or acquire the improvements and facilities authorized in the Amendment.

On March 16, 2016, the City Council adopted Resolution 16-84, which formed Fiddymment Ranch CFD No. 5. Concurrently with the issuance of the CFD No. 1 special tax refunding bonds, the developer (ATC Realty One, LLC) and its affiliate (Fiddymment 116 Lots, LLC) will issue CFD No. 5 special tax bonds to (i) prepay its portion of the CFD No. 1 special taxes and (ii) construct and

acquire public facilities within CFD No. 5. The issuance will payoff 26% of CFD No. 1, Series 2005 and 2006 Bonds and leave approximately \$6M (based on current market rates) of new money towards authorized facilities.

FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for debt service, CFD administration, and any authorized pay-as-you-go facilities. The formation and administration of the CFD will not impact the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The approval of the POS and related documents will not have any effect on the creation of jobs.

ENVIRONMENTAL REVIEW

This is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-140

Fiddymont Ranch CFD No. 5-Bond Purchase Agreement

Fiddymont Ranch CFD No. 5-Fiscal Agent Agreement

Fiddymont Ranch CFD No. 5-Preliminary Official Statement

RESOLUTION NO. 17-140

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, this City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form the Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District and to prepay certain special taxes of the City's Fiddymment Ranch Community Facilities District No. 1 (Public Facilities); and

WHEREAS, the Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$75,000,000, and the City now desires to issue the first series of the bonds (the "Bonds"); and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Stifel, Nicolaus & Company, Inc. (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds for the purpose of providing moneys for the construction and acquisition of authorized improvements for the

District and to prepay certain special taxes of the City's Fiddymment Ranch Community Facilities District No. 1 (Public Facilities).

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017" in an aggregate principal amount not to exceed \$29,000,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Fiscal Agent Agreement.** The Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer, Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. **Approval of Official Statement.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure

Undertaking in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$29,000,000 or result in an underwriter's discount in excess of 0.90%, or a true interest cost in excess of 6.50%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer (including any person holding such office on an interim basis) or any designee, with the same force and effect as if taken by such Authorized Officer.

9. Effectiveness. This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2017, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

§ _____
**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

BOND PURCHASE AGREEMENT

_____, 2017

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the City of Roseville, California (the “City”) acting on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the “District”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and are not acting as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2017 (the “Bonds”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall be dated

the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2017) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the "Fiscal Agent"), dated as of _____ 1, 2017 (the "Fiscal Agent Agreement"), approved by Resolution No. _____ adopted by the City Council of the City (the "City Council"), acting as the legislative body of the District, on _____, 2017 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District in accordance with Resolution of Intention adopted by the City Council on January 20, 2016, and Resolution No. 16-84 adopted by the City Council on March 16, 2016 (together with the Resolution of Intention, the "Resolution of Formation"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "Law"), to (i) finance the costs of the acquisition and/or construction of capital improvements; (ii) prepay certain special taxes of City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) that are applicable to property within the District; (iii) establish a debt service reserve fund for the Bonds; and (iv) pay the costs of issuing the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. _____, adopted by the City Council on _____, 2004, are collectively referred to herein as the "District Resolutions."

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the "City Certificate"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2017 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement")), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (the "City Disclosure Agreement"), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the "MSRB") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable

statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2017, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “Closing Date”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Bond Counsel, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “Closing”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) Except as otherwise disclosed in writing and agreed to by the City, the Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A “bona fide public offering” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold. The Underwriter shall provide to the City on the Closing Date a certificate stating, among other things, that the Underwriter made a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “State”) and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “Notice of Special Tax Lien”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Agreement, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent

Agreement, this Purchase Agreement, and the City Disclosure Agreement (collectively, the “District Documents”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors’ rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City’s knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would

materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “end of the underwriting period” means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy

of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “THE DISTRICT—Current and Anticipated Development in the District,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix C and Appendix F thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “THE DISTRICT—Current and Anticipated Development in the District,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix C and Appendix F thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Jones Hall, A Professional Corporation ("Jones Hall"), Bond Counsel for the City, and Stradling Yocca Carlson & Rauth, a Professional Corporation ("Stradling"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court

established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Jones Hall, Bond Counsel for the City, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Jones Hall, Bond Counsel for the City, to the effect that (i) this Purchase Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY FOR THE BONDS," "LEGAL MATTERS – Tax Matters" and Appendices D and G thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, counsel for the Underwriter, to the effect that (i) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (ii) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the City, Bond Counsel, representatives of the Underwriter, and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial or statistical data or forecasts or estimates or assumptions or any expressions of opinion or appraised or assessed valuations);

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Willdan Financial Services (the "Special Tax Consultant") addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the District) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Certificate of ATC Realty One, LLC, a Delaware limited liability company (the “Developer”) in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit C hereto (the “Developer Certificate”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Developer dated the Closing Date, to the effect that the representations in the Developer Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Developer Certificate shall be deemed references to the final Official Statement);

(12) A continuing disclosure agreement executed by the Developer in the form attached in Appendix E to the Preliminary Official Statement (the “Developer Continuing Disclosure Agreement”);

(13) An opinion letter from counsel to the Developer dated the Closing Date and addressed to the City and the Underwriter substantially to the effect that: (a) the Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to enter into the Developer Continuing Disclosure Agreement and the Development Agreement, as amended (as defined in the Official Statement); (b) the Developer has duly and validly executed and delivered the Developer Continuing Disclosure Agreement, and the Developer Continuing Disclosure Agreement and the Development Agreement constitute the legal, valid and binding obligations of the Developer, enforceable against the Developer in accordance with their respective terms; (c) to our knowledge, the execution and delivery by Developer of the Developer Continuing Disclosure Agreement and the performance of its obligations thereunder and under the Developer Agreement do not and will not result in a violation of any provision of, or in default under any agreement or other instrument to which the Developer is a party; (d) to our knowledge, the Developer is not in violation of any provision of or in default under, its organizational documents or any agreement or other instrument, violation or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Developer; (e) to our knowledge, except as set forth in the Official Statement, there is no litigation pending against Developer (with service of process to Developer having been duly given and completed) or overtly threatened against Developer which would materially and adversely affect the validity or enforceability of the Developer Continuing Disclosure Agreement and the Developer Agreement, the Developer’s ability to complete the development of its property as proposed in the Official Statement or to pay the Special Taxes and (f) without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement under the captions “THE DISTRICT,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and information relating to the Developer under the caption “CONTINUING DISCLOSURE” (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial, statistical or engineering information, data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, assessed valuations or appraised values, or to any information which is attributable to a source other than Developer, contained in the Official Statement), no facts came to our attention during the course of our representation of Developer that would lead us to believe that the information under said captions of the Official Statement relating to the Developer and the Developer’s organizations, activities, properties and financial condition, and its proposed development of the Developer’s property within the District, contains any untrue statement of a material fact or omits any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(14) G-17 letter from the Underwriter acknowledged by the City;

(15) A letter of Jones Hall, as disclosure counsel to the City (“Disclosure Counsel”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(16) A certificate from Seevers Jordan Ziegenmeyer (the “Appraiser”) consenting to the inclusion of their appraisal report (the “Appraisal”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(17) A certificate of Hilltop Securities, Inc., as municipal advisor to the City (the “Municipal Advisor”), dated as of the Closing Date, in form and substance satisfactory to Disclosure Counsel, Bond Counsel and the Underwriter; and

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

4. Conditions of the City’s Obligations. The City’s obligations hereunder are subject to the Underwriter’s performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 3(d)(3) hereof, dated as of the Closing Date.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Anna Van Degna, Director.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

12. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Fiddymont Ranch
Community Facilities District No. 5 (Public
Facilities)

By: _____
Chief Financial Officer

Time: ____ a.m./p.m.

EXHIBIT A

MATURITY SCHEDULE

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
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The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) plus a net original issue premium of \$_____ and less Underwriter's discount of \$_____.

EXHIBIT B

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Chief Financial Officer of the City of Roseville, California (the "City"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2017 (the "Bonds") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (the "Rule");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2017 setting forth information concerning the Bonds and the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the "Preliminary Official Statement"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "Permitted Omissions" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2017.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Chief Financial Officer

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

CERTIFICATE OF ATC REALTY ONE, LLC

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville (the “City”), for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the “District”), and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), ATC Realty One, LLC, a Delaware limited liability company (the “Developer”), hereby certifies, represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Developer is duly organized and validly existing under the laws of the State of Delaware, is qualified to transact business in the State of California and has all requisite right, power and authority: (i) to execute and deliver this Certificate and the Developer Continuing Disclosure Agreement; and (ii) to undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, certain property (herein the “Property”) within the District is held in the name of the Developer. The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property. Except as otherwise described in the Preliminary Official Statement, the Developer is and the Developer’s expectation as of the date of this Certificate is that the Developer shall remain the party responsible for the development of the Property.

3. The Developer has, or will have prior to the Closing, duly authorized the execution and delivery at the Closing of the Developer Continuing Disclosure Agreement and the performance by the Developer of its obligations thereunder and under the Development Agreement (as defined in the Preliminary Official Statement).

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,¹ the Developer and its Affiliates² have not violated any applicable law or

¹ As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the knowledge of the undersigned as of the date hereof obtained from interviews with such current officers and responsible employees of the Developer and its Affiliates as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer’s current business and operations.

² “Affiliate” means, with respect to a Person (i) any other Person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with such Person, and (ii) for whom information, including financial information or operating data, concerning such Person referenced in clause (i) is material to an evaluation of the District and the Bonds (i.e., information relevant to the Developer’s development plans with respect to its Property and the payment of its Special Taxes, or such Person’s assets or funds that would materially affect the Developer’s ability to develop its Property as described in the Preliminary Official Statement or to pay its Special Taxes). “Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof. For purposes hereof, the term “control” (including the terms “controlling,” “controlled by” or

administrative regulation of the State of California or the United States of America, or any agency or instrumentality of either, which violation could reasonably be expected to materially and adversely affect the Developer's ability to pay Special Taxes due with respect to the Property.

5. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, (a) the Developer and its Affiliates are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the "Material Agreements") to which the Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Developer's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

6. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Developer nor, any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Developer's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property.

7. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Developer (with proper service of process or proper notice to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any current Affiliate (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is threatened in writing against the Developer or any such Affiliate which if successful, is reasonably likely to materially and adversely affect the Developer's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax or *ad valorem* tax obligations on its Property when due.

8. As of the date thereof, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth under the captions "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" (excluding therefrom information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency,

"under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

public board or body, that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of Ordinance No. _____ of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected or (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Developer, the City, and/or the District or to which the Developer is a beneficiary.

10. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Developer is not aware that any other public debt secured by a tax or assessment on the Property exists or is in the process of being authorized or any assessment districts or community facilities districts have been or are in the process of being formed that include any portion of the Property.

11. The Developer has been developing or has been involved in the development of numerous projects over an extended period of time. It is likely that the Developer and some of its Affiliates have been delinquent at one time or another in the payment of ad valorem property taxes, special assessments or special taxes. To the Actual Knowledge of the Undersigned, neither the Developer nor any Affiliate has been delinquent to any material extent in the payment of any ad valorem property tax, special assessment or special tax on property owned by the Developer or any current Affiliate during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California that (a) would have caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Developer or any such Affiliate.

12. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Official Statement.

13. The Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

14. To the Actual Knowledge of the Undersigned, the Developer is able to pay its bills as they become due and no legal proceedings are pending against the Developer (with proper service of process to the Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

15. To the Actual Knowledge of the Undersigned, Affiliates of the Developer are able to pay their bills as they become due and no legal proceedings are pending against any Affiliates of the

Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned, threatened in writing in which the Affiliates of the Developer may be adjudicated as bankrupt or discharged from any or all of their debts or obligations, or granted an extension of time to pay their debts or obligations, or be allowed to reorganize or readjust their debts or obligations, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

16. Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" the Developer anticipates that it will have sufficient funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes levied against the Property when due and does not anticipate that the City or the District will be required to resort to a draw on the Reserve Fund for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Special Taxes. The Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

17. Solely as to the limited information described in Paragraph 8 above concerning the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) as set forth in the Preliminary Official Statement under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" and information relating to the Developer under the caption "CONTINUING DISCLOSURE" (excluding therefrom information which is identified as having been provided by a source other than the Developer), the Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any, who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against any and all losses, claims, damages or liabilities, joint or several, to which such indemnified party may become subject under any statute or at law or in equity or otherwise and shall reimburse any such indemnified party for any reasonable legal or other expense reasonably incurred by it in connection with investigating any such claim against it and defending any such action, only to the extent that such losses, claims, damages, liabilities or actions arise from any untrue statement by the Developer of a material fact contained in the above referenced information in the Preliminary Official Statement, as of its date, or the omission by the Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Developer may otherwise have to any indemnified party, provided that in no event shall the Developer be obligated for double indemnification, or for the negligence or willful misconduct of an indemnified party.

18. If between the date hereof and the Closing Date any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer's development plan or the Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has actual knowledge and which the undersigned believes would cause the information under the sections

of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

19. For the period through 25 days after the “end of the underwriting period” as defined in the Purchase Agreement, if any event relating to or affecting the Developer, its Affiliates, ownership of the Property, the Developer’s development plan, the Developer’s financing plan, the Developer’s lenders, if any, and contractual arrangements of the Developer or any Affiliates (including, if material to the Developer’s development plan or the Developer’s financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

20. On behalf of the Developer, I have reviewed the contents of this Certificate and have met with counsel to the Developer for the purpose of discussing the meaning of its contents.

Dated: _____, 2017

ATC REALTY ONE, LLC

By: _____

Name: _____

Title: _____

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____, 2017

Relating to:

**\$ _____
City of Roseville
Fiddymont Ranch Community Facilities District No. 5 (Public Facilities)
Special Tax Bonds
Series 2017**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 1, 2017, by and between the City of Roseville, California, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 16-84 of the City Council adopted on March 16, 2017; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, under the provisions of the Act, on _____, 2017, the City Council of the City adopted its Resolution No. 16-_____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017 to provide moneys for the construction and acquisition of improvements within the District and to prepay certain special taxes of the City's Fiddymment Ranch Community Facilities District No. 1 (Public Facilities), and provided that said issuance would be in accordance with the Act and this Agreement and authorized the execution hereof; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Additional Bonds" means any series of bonds other than the 2017 Bonds issued pursuant to Section 5.17 hereof.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each Series of Outstanding Bonds, the sum of (i) the interest due on the respective Series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective Series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Treasurer, Chief Financial Officer, Finance Director, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2017.

"Bonds" means the 2017 Bonds and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"City" means the City of Roseville, California, and any successor thereto.

"Closing Date" means _____, 2017, the date upon which there is a physical delivery of the 2017 Bonds in exchange for the amount representing the purchase price of the 2017 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Agreement, dated as of the Closing Date, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) formed pursuant to the Resolution of Formation.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of _____ 1, 2017, by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including,

without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Finance Director" means the duly acting Finance Director of the City, or if the City has no Finance Director, such officer of the City serving a similar role.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A) hereof.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing _____ 1, 20__.

"Letter of Credit Amount" has the meaning set forth in Section 5.17(a) hereof.

"Maximum Annual Debt Service" means, for each Series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective Series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed

to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in

not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by

Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the "Rate, Method of Apportionment, and Manner of Collection of Special Tax" applicable to the District.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisitions and improvements described in the Resolution of Formation, including Administrative Expenses related thereto.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the "AA" category (without regard to modifier) or higher by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.03.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, (b) 125% of the average Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, as calculated at the time of issuance thereof, or (c) ten percent (10%) of the original principal amount of the respective Bonds covered by the Reserve Fund (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City; provided, that (1) in no event shall the City, in connection with the issuance of Additional Bonds covered by the Reserve Fund pursuant to a Supplemental Agreement be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement shall, in connection with the issuance of such Additional Bonds, be increased only by the amount of such deposit as permitted by the Code, and (2) the District may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund in accordance with Section 4.03(A).

"Resolution" means Resolution No. 17-____ adopted by the City Council of the City on _____, 2017, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 16-84, adopted by the City Council of the City on March 16, 2017, establishing the District for the purpose of providing for the financing of certain public facilities in and for such District.

"Securities Depositories" means The Depository Trust Company, New York, New York; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Series" means a series of Bonds issued under this Fiscal Agent Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently 1%).

"Special Taxes" means the special taxes levied within the District pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is

amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Term 2017 Bonds" means the 2017 Bonds maturing on September 1, _____ and September 1, _____.

"Treasurer" means the duly acting Treasurer of the City, or if the City has no Treasurer, the Chief Financial Officer, the Finance Director or other officer of the City serving a similar role.

"2017 Bonds" means the City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2017.

"2017 Reserve Account" means the account within the Reserve Fund by that name established pursuant to Section 4.03(A) hereof.

ARTICLE II
THE 2017 BONDS

Section 2.01. Principal Amount; Designation. The 2017 Bonds in the aggregate principal amount of _____ (\$_____) are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2017 Bonds shall be designated the "City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017."

Section 2.02. Terms of the 2017 Bonds.

(A) Form; Denominations. The 2017 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2017 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2017 Bonds. The 2017 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2017 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2017 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2017 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2017 Bonds shall be issued as serial bonds and term bonds and shall mature and become payable as follows:

Maturity Date (Sept. 1)	Principal Amount \$	Interest Rate %	Maturity Date (Sept. 1)	Principal Amount \$	Interest Rate %
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(E) Interest. The 2017 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2017 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2017 Bond, interest is

in default thereon, such 2017 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2017 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2017 Bonds; provided that so long as any 2017 Bonds are in book-entry form, payments with respect to such 2017 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2017 Bonds and any premium on the 2017 Bonds are payable in lawful money of the United States of America upon surrender of the 2017 Bonds at the Principal Office of the Fiscal Agent. All 2017 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2017 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2017 Bonds shall be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as shall be specified by an Officer's Certificate of the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	
September 1, _____ and thereafter	

(ii) Mandatory Redemption From Prepayments. The 2017 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and Interest Payment Dates thereafter	

(iii) Mandatory Sinking Fund Redemption. The Term 2017 Bonds maturing September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____ respectively, and on each

September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2017 Bonds Due September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
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(maturity)

Term 2017 Bonds Due September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
---	--------------------------------------

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, in order to maintain substantially level debt service, as a result of any prior partial optional or mandatory redemption of the Term 2017 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2017 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2017 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2017 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than sixty (60) days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2017 Bonds designated for redemption, at their addresses appearing

on the 2017 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2017 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2017 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2017 Bond numbers of the 2017 Bonds to be redeemed by giving the individual CUSIP number and 2017 Bond number of each 2017 Bond to be redeemed or shall state that all 2017 Bonds between two stated 2017 Bond numbers, both inclusive, are to be redeemed or that all of the 2017 Bonds of one or more maturities have been called for redemption, shall state as to any 2017 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2017 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2017 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2017 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2017 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2017 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2017 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2017 Bonds of any maturity, the Fiscal Agent shall select the 2017 Bonds to be redeemed, from all 2017 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2017 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2017 Bond or 2017 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2017 Bond or 2017 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2017 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2017 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2017 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2017 Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The 2017 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2017 Bonds) or as authorized in any supplemental agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2017 Bonds.

The proceeds of the purchase of the 2017 Bonds by the Original Purchaser in the amount of \$_____ (representing the principal of amount of the 2017 Bonds, [less a net aggregate original issue discount of \$_____,] less an underwriter's discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Transfer to the Escrow Agent under the Escrow Agreement \$_____;
- (ii) Deposit in the 2017 Reserve Account of the Reserve Fund \$_____, equaling the initial amount of the Reserve Requirement;
- (iii) Deposit in the Improvement Fund \$_____; and
- (iv) Deposit in the Costs of Issuance Fund \$_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Treasurer, the Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than ten (10) Business Days after such receipt or transfer, the Treasurer shall withdraw from the Special Tax Fund and

transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay costs of the Project or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Improvement Fund [to the credit of which a deposit shall be made as required by Section 3.02]. Moneys in the Improvement Fund shall be held in trust and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B attached hereto which shall:

- (i) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made, the person to which the disbursement is to be paid and state that such disbursement is for a Project cost; and
- (ii) certify that no portion of the amount then being requested to be disbursed was set forth in any Officers Certificate previously filed requesting disbursement.

Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

(C) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings

and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project and all Administrative Expenses of the District have been paid, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2017 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 3 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Treasurer for deposit by the Treasurer in the Special Tax Fund. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Treasurer or Finance Director for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by clause (i)(a) of Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i).

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any Series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such Series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Treasurer and Finance Director of the amounts so

withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Treasurer and Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Treasurer and Finance Director in writing of such fact, and the Treasurer or Finance Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddyment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Reserve Fund, and within the Reserve Fund shall be established a 2017 Reserve Account, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each respective Series of Additional Bonds covered by the Reserve Fund, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for each such Series. Moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of [the respective Series of Bonds][all Outstanding Bonds covered by the Reserve Fund] as a reserve for the payment of principal of, and interest on, [the respective Series of Bonds][all Outstanding Bonds covered by the Reserve Fund] and shall be subject to a lien in favor of the Owners of such Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income

for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective Series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Treasurer and the Finance Director.

To the extent the Fiscal Agent is required to draw on amounts in the Reserve Fund, the Fiscal Agent shall draw on such amounts from any accounts within the Reserve Fund on a pro rata basis based upon the amounts produced by calculating the Reserve Requirement for each Series of Bonds related to such accounts; provided, that because the accounts are established within the Reserve Fund solely for the purpose of complying with federal tax law, nothing in this Section shall be construed to limit the availability of amounts in any account within the Reserve Fund to pay debt service on any Series of Bonds.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Treasurer and Finance Director of the amount of the excess. The Treasurer or Finance Director shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the Reserve Fund in accordance with Section 4.02; provided, however, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by the Reserve Fund, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the

Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the Reserve Fund, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective Series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Treasurer and Finance Director with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Treasurer and Finance Director shall in no way affect the obligations of the Treasurer or Finance Director under the following two paragraphs. Upon receipt of such notice, the Treasurer and Financial Director shall communicate with each other and/or their designees to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Finance Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be

collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Finance Director shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Finance Director shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director. The term "Bondowner" for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Treasurer or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than five percent (5%) of the total amount of the Special Tax levied in such Fiscal Year, it will within thirty (30) days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Treasurer or Finance Director shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(a) Issuance of Additional Series of Bonds. In addition to the 2017 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of one or more additional series of bonds (the "Additional Bonds"), payable from Special Taxes and secured, unless otherwise provided in the Supplemental Agreement, by the Special Tax Revenues and amounts in certain of the funds created hereunder, as and to the extent set forth in Section 4.01, equally and ratably with 2017 Bonds previously issued, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, Additional Bonds of any series so established,

in such principal amount as shall be determined by the City, but only upon compliance by the City with the requirements set forth in the Supplemental Agreement, and subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

- (i) No default in the 2017 Bonds shall have occurred and then be continuing.
- (ii) The Supplemental Agreement providing for the issuance of the Additional Bonds shall specify the purpose for which such Additional Bonds is being issued, which shall be one or both of the following:

- (A) to provide moneys needed to construct and acquire authorized facilities as part of the Project, by depositing into the Improvement Fund the proceeds of such Additional Bonds to be so applied, and/or

- (B) to refund all or part of the 2017 Bonds or Additional Bonds then Outstanding, by depositing in trust with the Fiscal Agent, moneys or Federal Securities in the amount necessary to discharge all liability of the City with respect to the Bonds or Additional Bonds to be refunded as provided in Section 9.03.

In addition, the Supplemental Agreement may, but is not required to, provide for the payment of expenses incidental to such purposes, including the costs of issuance of such Additional Bonds, interest on bonds of such Series for any period authorized under the Act and, in the case of Additional Bonds issued to refund other bonds, expenses incident to calling, redeeming, paying or otherwise discharging the bonds to be refunded.

- (iii) The Supplemental Agreement providing for the issuance of such Series shall also require that there be deposited into a subaccount in the Reserve Fund, or into a separate parity reserve fund, forthwith upon the receipt of the proceeds of the sale of such Series, an amount at least equal to the Reserve Requirement with respect to such Series. Said deposit may be made from the proceeds of the sale of such Series or by the City or from both such sources, as provided in the Supplemental Agreement.

- (iv) The Additional Bonds of such Series shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.

- (v) Fixed serial maturities or mandatory sinking fund payments, or any combination thereof, shall be established in amounts sufficient to provide for the retirement of all of the Additional Bonds of such Series on or before their respective maturity dates.

- (vi) After giving effect to the issuance of such Series of Additional Bonds:

- (A) For each Bond Year that the 2017 Bonds and Additional Bonds will be outstanding, projected maximum Special Taxes (net of County administration charges applicable to such Bonds and Parity Bonds at the time of issuance of the Parity Bonds) in each Fiscal Year are equal to or greater than

one hundred ten percent (110%) of maximum Debt Service due in the Bond Year that begins in the corresponding Fiscal Year; and

(B) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of Bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and improvements to be financed from proceeds of the Bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least _____ times the sum of (1) the aggregate principal amount of all Bonds then outstanding plus (2) the aggregate principal amount of the series of Bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all Mello-Roos bonds, other than Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available fiscal year.

Notwithstanding the preceding paragraphs of this subsection (vi), if a developer or developers of property in the District shall have deposited with the Fiscal Agent cash or a letter of credit from a reputable bank which is acceptable to the City, in an amount (the "Letter of Credit Amount") equal to the shortfall in the valuation of the property in the District to meet the value-to-lien requirement set forth in the preceding paragraph, the Letter of Credit Amount shall be excluded from the debt computation under this subsection (vi)(B). Any such letter of credit deposited with the Fiscal Agent shall remain in effect, and the Letter of Credit Amount shall not be reduced or the letter of credit thereafter terminated, until satisfaction of the preceding paragraphs of this subsection (vi)(B) with respect to the amount by which the letter of credit is proposed to be reduced, or with respect to the Letter of Credit Amount in connection with the proposed termination of the letter of credit. Any letter of credit so deposited shall specify the procedures pursuant to which the Trustee may draw upon such letter of credit and shall be acceptable in form and substance to the City and the Trustee.

Nothing in this Section or in this Agreement contained shall prevent or be construed to prevent the Supplemental Agreement providing for the issuance of Additional Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof.

(b) Proceedings for Issuance of Additional Series of Bonds. Whenever the City shall determine to issue an additional Series of Bonds, the City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of Bonds of such additional Series and providing the terms, conditions, distinctive designation,

denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of mandatory sinking fund payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Bonds of such Series not inconsistent with the terms of this Fiscal Agent Agreement.

Before such additional Series of Bond shall be issued and delivered, the Fiscal Agent shall receive a Certificate of the City stating that, to the best knowledge of the City after reasonable investigation, the requirements of Section 5.17(a) are met, and the City shall file the following documents with the Fiscal Agent:

(i) an executed copy of the Supplemental Agreement authorizing such Series.

(ii) a certificate of an independent special tax consultant showing that the requirements of clause (A) of subsection (vi) of Section 5.17(a) are satisfied.

(iii) an valuation of taxable property within the District, showing that the requirements of clause (B) of subsection (vi) of Section 5.17(a) are satisfied.

(iv) an opinion of Bond Counsel that the execution of the Supplemental Agreement has been duly authorized by the City in accordance with this Fiscal Agent Agreement; that all actions required to be taken by the City with respect to the issuance of the additional Series of Bonds have been taken; that such Series, when duly executed by the City and authenticated and delivered by the Fiscal Agent, will be valid and binding limited obligations of the City; that upon the delivery of such Series the aggregate principal amount of Bonds then Outstanding will not exceed the amount permitted by law or by the Fiscal Agent Agreement; and that the issuance of such Series will not cause the interest on any Bonds previously issued to be includable in the gross income of any Bonds for purposes of federal income taxation.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested and notify the Treasurer or Finance Director that it is doing so until further direction is received from the Treasurer or Finance Director. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Treasurer shall be invested by the Treasurer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent, Treasurer or Finance Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent, the Treasurer or the Finance Director shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer hereunder, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Treasurer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information,

statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the

Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Finance Director
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
100 Pine Street, Suite 3200
San Francisco, CA 94111
Attention: Corporate Trust Administration

Fax: (415) 399-1647

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City of Roseville, 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 Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation, for and on behalf
of City of Roseville Fiddymont Ranch
Community Facilities District No. 5
(Public Facilities)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent

BY: _____
its: _____

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JAY PANZICA
Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5
SPECIAL TAX BONDS SERIES 2017

INTEREST RATE:

MATURITY DATE:

BOND DATE:

CUSIP:

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____1, 20__ (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolutions of the City Council of the City on _____, 2017 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-

Roos Act") for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District, and is one of the bonds designated "City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2017, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the special taxes ("Special Taxes") levied under the Mello-Roos Act in the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future).

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds shall be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as shall be specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through September 1, _____	
March 1, _____ and thereafter	

The Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through September 1, _____ March 1, _____ and Interest Payment Dates thereafter	

The Term Bonds maturing September 1, _____, September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, 20____, September 1, 20____, and September 1, 20____ respectively, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
---	--------------------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
---	--------------------------------------

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof

shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be dated _____, 2017 and to be signed by the Mayor of the City and countersigned by the City Clerk of the City.

Mayor

City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2017

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

**City of Roseville
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Special Tax Bonds
Series 2017**

**OFFICER'S CERTIFICATE REQUESTING DISBURSEMENT
FROM IMPROVEMENT FUND**

REQUISITION NO. _____

The undersigned hereby states and certifies that:

(i) I am an "Authorized Officer," as such term is defined in that certain Fiscal Agent Agreement, dated as of _____ 1, 2017 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent") and as such, am familiar with the facts herein certified and am authorized to certify the same;

(ii) under Section 3.04(B) of the Fiscal Agent Agreement, the undersigned hereby requests and authorizes the Fiscal Agent to disburse from the Improvement Fund established under the Fiscal Agent Agreement to each payee designated on Schedule A attached hereto and by this reference incorporated herein, the amount set forth opposite such payee, for payment or reimbursement of previous payment of a Project cost (as that term is defined in the Fiscal Agent Agreement) as described on attached Schedule A; and

(iii) no portion of the amount herein requested to be disbursed was set forth in any Officer's Certificate previously filed requesting disbursement.

Dated: _____

CITY OF ROSEVILLE

By: Authorized Officer

SCHEDULE A

Payee Name and Address

Purpose of Obligation

Amount

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017**NEW ISSUE--FULL BOOK ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS – Tax Exemption" herein.

\$ _____ *

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

Dated: Date of Delivery**Due: September 1, as shown on inside cover**

The City of Roseville (the "City") is issuing the above-captioned bonds (the "Bonds") for its Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement dated as of _____, 2017 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

The Bonds are being issued to (i) prepay special taxes applicable to property within the District, (ii) construct and acquire certain public facilities authorized for the District, (iii) establish a debt service reserve fund for the Bonds, and (iv) pay the costs of issuing the Bonds. See "FINANCING PLAN."

The Bonds are payable from the Special Tax Revenues (as defined herein) received by the City from special taxes levied on property within the District according to the rate and method of apportionment of special tax for the District. The Bonds are secured by a first pledge of the Special Tax Revenues and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. Additional parity bonds may be issued for the District in the future. See "SECURITY FOR THE BONDS."

Interest on the Bonds is payable on September 1, 2017, and semiannually thereafter on each March 1 and September 1. The Bonds will be issued in denominations of \$5,000 or integral multiples of \$5,000. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. See "THE BONDS – Description of the Bonds" and "APPENDIX F – DTC and the Book-Entry Only System."

The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid special taxes. See "THE BONDS – Redemption."

The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues as more fully described in this Official Statement.

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, is also serving as disclosure counsel to the City. Certain matters will be passed upon for the City by the City Attorney, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2017.

[Stifel logo]

The date of this Official Statement is: _____, 2017.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor will there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful.

MATURITY SCHEDULE

\$ _____ Serial Bonds
(Base CUSIP†:)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†
---------------------------	---------------------	------------------	-------	-------	--------

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. _____

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. _____

† CUSIP Copyright 2017, CUSIP Global Services, and a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of American Bankers Association by S&P Global Services, managed by Standard & Poor's Capital IQ. Neither the City nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

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

City Staff

Rob Jensen, *City Manager*
Jay Panzica, *Chief Financial Officer*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Appraiser

Seevers Jordan Ziegenmeyer
Rocklin, California

Special Tax Consultant

Willdan Financial Services
Temecula, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

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GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District or the City, in any press release and in any oral statement made with the approval of an authorized officer of the District or the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions may identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof. All summaries of the Fiscal Agent Agreement or other documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017

This Official Statement, including the cover page and attached appendices, is provided to furnish information regarding the bonds captioned above (the “**Bonds**”) to be issued by the City of Roseville (the “**City**”) on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the “**District**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See “APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement.”

INTRODUCTION

This introduction is not a summary of the entire Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained throughout the Official Statement, including the cover page, inside cover and attached appendices, and documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance. The Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, of the Government Code of the State of California) (the “**Act**”), a Fiscal Agent Agreement dated as of _____ 1, 2017 (the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”), and a resolution adopted on _____, 2017 (the “**Resolution of Issuance**”) by the City Council of the City (the “**City Council**”), as the legislative body of the District. See “THE BONDS – Authority for Issuance.” The Bonds represent the first series of a total of \$75,000,000 of bonds authorized for the District, and additional Parity Bonds are planned to be issued in the future to pay for the construction and acquisition of improvements necessary for further development of land in the District.

The City and the County. The City is located in central Placer County (the “**County**”) within the greater Sacramento region. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. For economic and demographic information regarding the area in and around the City, see “APPENDIX C – Placer County and City of Roseville Demographic Information.”

**Preliminary; subject to change.*

Description of the Bonds. The Bonds will be issued in denominations of \$5,000 or any integral multiple of \$5,000. Interest is payable semiannually on each March 1 and September 1, commencing September 1, 2017. The Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company (“**DTC**”), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Trustee to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners as shown on the Trustee’s books. See “THE BONDS.”

Purpose of the Bonds. Proceeds of the Bonds will be used primarily to prepay special taxes applicable to property within the District levied for and on behalf of the City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) (“**CFD No. 1**”). This prepayment of CFD No. 1 special taxes applicable to property in the District is referred to herein as the “**Prepayment**.” Proceeds of the Bonds will also be used to establish a debt service reserve fund for the Bonds, pay costs of issuance, and finance costs of acquiring and constructing certain public infrastructure improvements (the “**Improvements**,” as described herein), such as roadway, water, drainage, wastewater, and other infrastructure improvements necessary for development of property within the District. See “THE IMPROVEMENTS.”

Concurrently with the issuance of the Bonds, the City is issuing special tax refunding bonds for CFD No. 1.

See “FINANCING PLAN” and “THE DISTRICT.”

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in the District (the “**Special Taxes**”) in accordance with the Rate and Method of Apportionment for City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) (the “**Special Tax Formula**”), which is attached as APPENDIX A to this Official Statement. The Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes, including interest and penalties levied and received thereon net of County administration charges which are currently 1% of the annual tax levy (as more particularly defined in the Fiscal Agent Agreement, the “**Special Tax Revenues**”), subject to the conditions contained in the Fiscal Agent Agreement. The Bonds will also be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. In particular, a debt service reserve fund (the “**Reserve Fund**”) will be established in connection with the issuance of the Bonds in an amount equal to the Reserve Requirement (as defined herein). See “SECURITY FOR THE BONDS.”

Pursuant to the Act, the Resolution of Issuance, and the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City will annually levy the Special Tax against all land within the District taxable under the Act in accordance with the Special Tax Formula and to make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the Bonds as such becomes due and payable and to replenish the Reserve Fund as necessary. See “SECURITY FOR THE BONDS – Special Tax Methodology” and “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of any of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the real property on which the Special Tax is delinquent. The unpaid Special Taxes are not required to be paid upon sale of property within the District.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Additional Parity Bonds. The maximum authorized indebtedness for the District is \$75,000,000 (the “**Authorization**”). The Bonds represent the first series issued under the Authorization, and additional Parity Bonds are planned to be issued in the future to pay for the construction and acquisition of additional Improvements. So long as the Bonds are outstanding, any future bonds issued for the District and secured on parity with the Bonds (herein, “**Parity Bonds**”) are required to meet certain conditions of issuance as set forth in the Fiscal Agent Agreement, and no bonds having a lien senior to the lien of the Bonds are allowed. See “SECURITY FOR THE BONDS – Future Parity Bonds.”

The District. The District is located in the northwestern portion of the City. There are currently two assessor’s parcels in the District (APNs 492-010-057 and -077), both of which were originally owned entirely by the master developer, ATC Realty One, LLC, a Delaware limited liability company (the “**Developer**”). In late 2016, the Developer sold a portion of APN 492-010-077 to Fiddymment 116 Lots LLC, which is an entity controlled by Signature Homes. These parcels together contain approximately 533 net acres, which is expected to be divided into 1,472 low density residential lots, 586 medium density residential lots, 472 high density residential lots, 1 commercial lot, 5 park sites, 1 open space area and 1 school site. Additionally, the District is expected to include various open space areas along the roads classified as “Paseo” areas. Most of the residential lots are currently considered “paper lots,” as they have tentative map approval but lack in-tract and backbone infrastructure. However, the final map for planning area F-13B1 (consisting of 75 lots) was recorded on September 27, 2016. At the same time, planning area F-13B2, which is a remainder parcel designated for 41 lots, was designated. These 75 final mapped lots in F-13B1 and 41 planned lots for F-13B2 correspond to the portion of APN 492-010-77 that was sold by the Developer to Fiddymment 116 Lots LLC.

Development in the District and in CFD No. 1 is governed by the City’s West Roseville Specific Plan (“**WRSP**”). The land in the District and in CFD No. 1 is also known locally as the “Fiddymment Ranch” neighborhood and has been marketed to the general public as “Fiddymment Farm.” Initial homebuilding activity in CFD No. 1 began in late 2005. Development remains ongoing and further subdivision of certain parcels is expected. Due to a change in the development plan related to Phases 2 and 3 of the Fiddymment Farm development, the Developer desired to effectuate the Prepayment.

The Developer expects to transfer ownership of lots to merchant builders (including merchant builders that are affiliates of the Developer, such as Fiddymment 116 Lots LLC) over time, which timing is dependent on market conditions.

See “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.”

Value Estimate of Property in the District. Taxable real property within the District is security for the Special Tax securing the Bonds. The City authorized the preparation of an appraisal report for all of the land in the District, which sets forth a total appraised value for such property, as of the February 1, 2017 date of value of \$82,134,000. The valuation accounts for the impact of the lien of the Special Tax. See “VALUE OF PROPERTY WITHIN THE DISTRICT

AND SPECIAL TAX BURDEN – The Appraisal.” A complete copy of the appraisal is attached to this Official Statement as APPENDIX B. In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions and conditions which affect the estimates as to value and should be carefully reviewed by prospective investors in their entirety. Based upon the \$82,134,000 valuation provided by the Appraiser, the appraised valuation of the taxable real property in the District is 3.13* times the \$26,275,000* aggregate estimated principal amount of the Bonds. Taking into account overlapping debt as described herein, the value-to-lien ratio for property in the District is approximately 3.10* to 1. See “APPENDIX B – The Appraisal” and “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios” herein.

Redemption of Bonds Before Maturity. The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid Special Taxes. See “THE BONDS – Redemption.”

Risk Factors Associated with Purchasing the Bonds. Investment in the Bonds involves risks that may not be appropriate for some investors. See “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

Limited Obligation of the City. The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the “State”) or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues as more fully described in this Official Statement.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors’ rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See “APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement.” The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

*Preliminary; subject to change.

FINANCING PLAN

General

The Bonds are being issued to (i) prepay special taxes levied in CFD No. 1 applicable to property within the District (referred to herein as the Prepayment), in the approximate amount of \$19.1 million*, (ii) deposit approximately \$6.0 million* to an improvement fund to be used to construct and acquire certain public facilities authorized for the District (referred to herein as the Improvements), (iii) establish a debt service reserve fund for the Bonds, and (iv) pay the costs of issuing the Bonds. For additional information on the Improvements to be financed, see “THE IMPROVEMENTS” herein.

Amounts needed for the Prepayment will be delivered to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the “**Escrow Bank**”), and used, together with certain other funds available to the City, to redeem special tax bonds issued for CFD No. 1 on September 1, 2017 (the “**Redemption Date**”). *Amounts deposited with the Escrow Bank are not available for the payment of debt service on the Bonds.*

Estimated Sources and Uses of Funds

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows.

Sources

Principal Amount of Bonds	\$
[Plus] [Less]: Original Issue [Premium][Discount]	
<i>Total Sources</i>	\$

Uses

Prepayment of CFD No. 1 Special Taxes	\$
Deposit to Improvement Fund	
Deposit to Reserve Fund ⁽¹⁾	
Costs of Issuance ⁽²⁾	
<i>Total Uses</i>	\$

(1) Equal to the Reserve Requirement with respect to the Bonds as of their date of delivery.

(2) Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, the Fiscal Agent, the Municipal Advisor, the Appraiser, and the Special Tax Administrator, Underwriter's discount, as well as the cost of printing the preliminary and final Official Statements.

* Preliminary; subject to change.

THE BONDS

This section generally describes certain of the terms of the Bonds contained in the Fiscal Agent Agreement. See “APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement.”

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act. On March 16, 2016, the City Council adopted Resolution No. 16-84 (the “**Resolution of Formation**”), which formed the District and followed a Resolution of Intention adopted on January 20, 2016. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$75,000,000 at a special election in the District held on the same day. Under the provisions of the Act, since there were fewer than 12 registered voters residing within the District at a point during the 90-day period preceding the adoption of the Resolution of Formation, the qualified electors entitled to vote in the special election consisted solely of the Developer, the only eligible landowner/voter in the District, who cast one vote for each gross acre or portion of an acre of land owned within the District. The landowner voted to incur the indebtedness and to approve the levy of Special Taxes to be collected within the District pursuant to the Special Tax Formula.

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company (“**DTC**”), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC’s participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC’s participants and indirect participants, as more fully described in “APPENDIX F – DTC and the Book-Entry Only System.”

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2017.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX F – DTC and the Book-Entry Only System."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's direct participants and indirect participants, as more fully described herein. See "APPENDIX F – DTC and the Book-Entry Only System."

Redemption*

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ and thereafter	

Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

*Preliminary; subject to change.

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and Interest Payment Dates thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, _____ and September 1, _____ (the “**Term Bonds**”) are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
--	---------------------------------

Term Bonds Due September 1, _____

Mandatory Redemption Date (September 1)	Sinking Fund Payment
--	---------------------------------

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer’s Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer’s Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the principal office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the principal office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

City's Right to Rescind. The City has the right to rescind any notice of the optional redemption of Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Neither the City nor the Fiscal Agent will have any liability to the Owners of the Bonds or any other party related to any such rescission of redemption.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption are deposited in the Bond Fund, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See APPENDIX F. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

As used in this section, references to “Bonds” means the Bonds and any Parity Bonds issued under the Fiscal Agent Agreement, as the context requires.

Pledge of Special Taxes

The Bonds are secured by and payable from a first pledge of the Special Tax Revenues. The Special Tax Revenues and all moneys deposited into the Bond Fund, the Reserve Fund and, until disbursed as provided in the Fiscal Agent agreement, the Special Tax Fund and the Improvement Fund, are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The Improvements are not, and the amounts deposited pursuant to the Escrow Agreement for redeeming the Prior Bonds on the Redemption Date are not, in any way pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Improvements are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Special Tax Formula, the complete copy of which is set forth in APPENDIX A hereto, for all taxable properties in the District, by Willdan Financial Services, Temecula, California, the special tax consultant for the District (the “**Special Tax Consultant**”). Interest and principal on the Bonds is payable from the annual Special Taxes to be levied and collected on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “–Special Tax Methodology” below and “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the “**Maximum Annual Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent

Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax Methodology” below. See also “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The City may levy the Special Tax at the Maximum Annual Special Tax rate, which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each year’s Special Tax levy is limited to the Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See “SPECIAL RISK FACTORS – Levy and Collection of the Special Tax” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A – Rate and Method of Apportionment of Special Tax” and in accordance with the Act. See “SPECIAL RISK FACTORS – Levy and Collection of Special Taxes.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Special Tax Requirement. Each year, the City will determine the Special Tax Requirement of the District for the upcoming Fiscal Year. The “**Special Tax Requirement**” includes the following items:

- (i) debt service on bonds issued for the District;
- (ii) Administrative Fees and Expenses (including charges levied by the County);
- (iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year; and
- (iv) pay-as-you-go construction expenditures for authorized improvements.

The Special Tax Requirement is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. Each Fiscal Year, the Administrator will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the District except property that is exempt from the Special Tax pursuant to the Special Tax Formula. Taxable Property that is acquired by a public agency after the District has been formed will remain subject to the Special Tax unless a “trade”

resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the Special Tax Requirement, which needs to be generated by the Taxable Property in the District; the Special Tax (up to maximum allowable amount) will be levied against each Taxable Property until the total scheduled Special Tax revenue equals the Special Tax Requirement, however the Special Tax Formula establishes a priority for which properties will be levied a Special Tax, with “Developed Property” (as defined in the Special Tax Formula) receiving a Special Tax levy prior to “Undeveloped Property.” For single-family detached property, Developed Property is property which is shown on a Final Map recorded prior to May 1st of each Fiscal Year. See the Special Tax Formula in Appendix A and “–Backup Special Taxes” below.

The following table shows the assigned Special Tax for each category of Developed Property.

Land Use Class		2015-16 Assigned Special Tax (Base Year)	2016-17 Assigned Special Tax	2017-18 Assigned Special Tax
Low Density Residential	per unit	\$1,688.80	\$1,722.58	\$1,757.03
Medium Density Residential	per unit	1,299.08	1,325.06	1,351.56
High Density Residential	per unit	649.54	662.53	675.78
Affordable Units	per unit	324.77	331.27	337.89
Non-Residential	per acre	6,495.39	6,625.30	6,757.80

Note: The Assigned Special Tax Rate is expected to equal the annual Maximum Tax Rate so long as the number of planned units are not reduced in a given planning area or land uses are not changed.

Source: Special Tax Formula

Termination of the Special Tax. The Special Tax will be levied and collected (up to maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded facilities and to pay the Special Tax Requirement. The Special Tax Formula provides that the Special Tax may not be levied for a period exceeding 50 fiscal years commencing with Fiscal Year 2016-17. When all Special Tax Requirement incurred by the District have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the Parcel’s share of the outstanding Bonds, remaining facilities costs which have not been bonded, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment and expected future facilities costs.

Backup Special Taxes. The Special Tax Formula provides that each Fiscal Year, the the CFD Administrator will assign a Backup Special Tax to all Assessor’s Parcels within the District based on the Acreage of the Assessor’s Parcel and the applicable Backup Special Tax

Rate described in Table 2 to the Special Tax Formula. The Backup Special Tax rates increase by 2% each fiscal year.

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax or (ii) the application of the Backup Special Tax. Notwithstanding the foregoing, for any Fiscal Year in which all Taxable Property within a Planning Area is classified as Developed Property and the CFD Administrator has determined that the total Assigned Special Tax generated by the Developed Property is greater than or equal to the total Assigned Special Tax generated by the Anticipated Land Use for that Planning Area, the Maximum Special Tax for parcels within such Planning Area shall be equal to the Assigned Special Tax. The Maximum Special Tax for Provisional Property and Undeveloped Property in any Fiscal Year shall be equal to the Backup Special Tax.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied each year to meet the Special Tax Requirement. However, in no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. The Maximum Annual Special Tax rates for Fiscal Year 2016-17 ranged from \$663 per planned unit for HDR parcels, \$1,325 per planned unit for MDR parcels, and \$1,723 per planned unit for LDR parcels (excluding planned Affordable Units, which have a Maximum Annual Special Tax rate of \$331 each). A maximum of 249 residential units within the District are to be classified as Affordable Units. For Non-Residential parcels, the Special Tax is based upon the acreage of such parcels. The Annual Maximum Special Tax escalates by 2% each fiscal year. See "APPENDIX A – Rate and Method of Apportionment of Special Tax."

The Special Tax levy may include a pay-as-you-go component. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers of property in the District for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. In the event it is utilized, proceeds of the annual Special Tax levy will first be used to pay the Special Tax Requirement other than pay-as-you-go expenditures and second, if the levy included a pay-as-you-go component, for authorized facilities costs not funded from Bond proceeds.

Special Tax Fund

Pursuant to the Fiscal Agent Agreement, all Special Tax Revenues, other than as a result of Prepayments, received by the City are required to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds (the "**Special Tax Fund**"). Within the Special Tax Fund, a "**Surplus Account**" is established for the purposes described below. Pending any disbursement, moneys in the Special Tax Fund will be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the Fiscal Agent Agreement, but no later than 10 Business Days after such receipt or transfer, the City will withdraw from the Special Tax Fund and transfer to the Fiscal Agent:

- (i) for deposit in the Bond Fund (see "– Bond Fund" below), an amount, taking into account any amounts then on deposit in the Bond Fund, such that the

amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; and

(ii) for deposit in the Reserve Fund (see “– Reserve Fund” below), an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement (as defined below).

After the transfers described above have been made, the City may, on or after September 2nd of each year, transfer to the Surplus Account of the Special Tax Fund the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds. From time to time, the City may withdraw from the Surplus Account amounts needed to pay costs of the Improvements or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

Bond Fund

The Fiscal Agent Agreement establishes a Bond Fund (the “**Bond Fund**”) to be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds. Moneys in the Bond Fund will be used for the payment of the principal of, and interest and any premium on, the Bonds, and pending such disbursement, subject to a lien in favor of the Owners of the Bonds. Within the Bond Fund, the Fiscal Agent will establish and maintain a “**Prepayment Account**,” which will be used exclusively for the administration of any Prepayments of Special Taxes to assure the timely redemption of Bonds.

On each Interest Payment Date, the Fiscal Agent will withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the mandatory sinking fund payments or any optional redemption of the Bonds.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent will withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent will provide written notice to the City of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund will be deposited in the Bond Fund. See “– Reserve Fund” below.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent will apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of mandatory sinking fund payments, and then to payment of principal due on the Bonds by reason of mandatory sinking fund payments. Any mandatory sinking fund payment not made as scheduled shall be added to the following such payment date.

If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent will report such fact to the City. The City covenants in the Fiscal Agent Agreement to increase the levy of

the Special Taxes in the next Fiscal Year (subject to the maximum amounts authorized) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

Reserve Fund

The Fiscal Agent Agreement establishes a Reserve Fund (the “**Reserve Fund**”), to be held by the Fiscal Agent, and within the Reserve Fund the “**2017 Reserve Account**,” to the credit of which a deposit shall be made as described above under “FINANCING PLAN.” For each respective series of Parity Bonds covered by the Reserve Fund, the Fiscal Agent will establish a separate subaccount within the Reserve Fund for each such series. Moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds as a reserve for the payment of principal of, and interest on, the respective series of Bonds and will be subject to a lien in favor of the Owners of the respective series of such Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Fund Credit Instrument (as defined below), and (ii) an opinion of bond counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

A “**Qualified Reserve Fund Credit Instrument**” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met:

- (i) the long-term credit rating of such bank or insurance company is rated in the “AA” category or higher by S&P or Moody’s at the time of issuance;
- (ii) such letter of credit or surety bond has a term of at least 12 months;
- (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released under the Fiscal Agent Agreement; and
- (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Upon delivery of the Bonds, the amount on deposit in the Reserve Fund will be established by depositing certain proceeds of the Bonds in the amount of the “**Reserve Requirement**” for the Bonds, which means, as of the date of any calculation, the lesser of 10%

of the original principal amount of the Bonds covered by the Reserve Fund as calculated by the City, 100% of maximum annual debt service on the Bonds covered by the Reserve Fund, or 125% of average annual debt service on the Bonds covered by the Reserve Fund. However, in no event will the City, in connection with the issuance of Parity Bonds covered by the Reserve Fund be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Tax Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement will, in connection with the issuance of such Parity Bonds, be increased only by the amount of such deposit as permitted by the Code, and the District may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund as described above.

The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding. Except as otherwise provided in the Fiscal Agent Agreement, all amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within 5 days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date.

To the extent the Fiscal Agent is required to draw on amounts in the Reserve Fund, the Fiscal Agent will draw on such amounts from any accounts within the Reserve Fund on a pro rata basis based upon the amounts produced by calculating the Reserve Requirement for each series of Bonds related to such accounts; provided, that because the accounts are established within the Reserve Fund solely for the purpose of complying with federal tax law, nothing in the Fiscal Agent Agreement will be construed to limit the availability of amounts in any account within the Reserve Fund to pay debt service on any series of Bonds.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, there is established an Improvement Fund (the “**Improvement Fund**”), which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the

construction and acquisition of the Improvements. See "THE IMPROVEMENTS." Interest earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund. Upon completion of the Improvements and the payment of all Administrative Expenses of the District, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed.

Delinquent Payments; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale. However, if the City determines on the basis of such review that (i) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (ii) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The Owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the Owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the Maximum Annual Special Tax and subject to the limitation described under the caption "– Special Tax Methodology – Limitation on Increases of Special Tax Levy" above) the Special

Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Future Parity Bonds

The District is authorized to issue up to \$75,000,000 of bonds, of which the Bonds represent the first series. Additional Parity Bonds are planned to be issued in the future to pay for the construction and acquisition of improvements necessary for further development of land in the District. The City may by a Supplemental Agreement to the Fiscal Agent Agreement (a "**Supplemental Agreement**"), authorize the issuance of one or more additional series of Parity Bonds, payable from Special Taxes and secured by the Special Taxes on a parity with the Bonds and other Parity Bonds previously issued, as development progresses in the District and upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

- (i) The deposit into a subaccount in the Reserve Fund, or into a separate parity reserve fund, forthwith upon the receipt of the proceeds of the sale of such Parity

Bonds, an amount at least equal to the Reserve Requirement with respect to such Series.

(ii) For each Bond Year that the Bonds and any Parity Bonds will be outstanding, projected maximum Special Taxes (net of County administration charges applicable to such Bonds and Parity Bonds at the time of issuance of the Parity Bonds) in each Fiscal Year are equal to or greater than 110% of debt service due in the Bond Year that begins in the corresponding Fiscal Year.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of bonds, as determined by an MAI appraisal or, in the alternative, the assessed value of all such parcels and improvements thereon (and improvements to be financed from proceeds of the bonds proposed to be issued) as shown on the then current County tax roll, or by a combination of both methods is at least $[[3.00]]$ times the sum of (1) the aggregate principal amount of all bonds then outstanding plus (2) the aggregate principal amount of the series of bonds proposed to be issued, plus (3) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all Mello-Roos bonds, other than the Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the “**Other Mello-Roos Bonds**”) equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which maximum annual debt service on the Other Mello-Roos Bonds occurs), based upon information from the most recent available Fiscal Year.

Notwithstanding the foregoing, if a developer or developers of property in the District deposit with the Fiscal Agent cash or a letter of credit from a reputable bank which is acceptable to the City, in an amount (the “**Letter of Credit Amount**”) equal to the shortfall in the valuation of the property in the District to meet the value-to-lien requirement set forth in the preceding paragraph, the Letter of Credit Amount shall be excluded from the debt computation under this subsection (iii). Any such letter of credit deposited with the Fiscal Agent shall remain in effect, and the Letter of Credit Amount shall not be reduced or the letter of credit thereafter terminated, until satisfaction of the preceding paragraphs of this subsection (iii) with respect to the amount by which the letter of credit is proposed to be reduced, or with respect to the Letter of Credit Amount in connection with the proposed termination of the letter of credit.

Nothing in the Fiscal Agent Agreement will prevent or be construed to prevent any Supplemental Agreement to the Fiscal Agent Agreement providing for the issuance of Parity Bonds from pledging or otherwise providing, in addition to the security given or intended to be given by the Fiscal Agent Agreement, additional security for the benefit of such Parity Bonds or any portion thereof.

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds, based on the interest rates and maturity schedule set forth on the inside cover of this Official Statement (assuming no early redemptions), is set forth below.

**City of Roseville
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Special Tax Bonds Series 2017
Debt Service Schedule**

Year Ending (Sept. 1)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			

Source: Underwriter.

The Special Tax Formula is structured to produce Special Tax Revenues from the levy of the Maximum Annual Special Tax which, when applied to the projected annual debt service on the Bonds, is anticipated to result in a debt service coverage ratio of at least 110% for the life of the Bonds.

THE WEST ROSEVILLE SPECIFIC PLAN

The West Roseville Specific Plan ("WRSP") is the primary land use, policy and regulatory document used to guide development of the land in the District. The WRSP

establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. All development projects and related activities in the WRSP area are required to be consistent with the WRSP. The WRSP implements the goals and policies of the City of Roseville General Plan, and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The WSRP comprises the District and an adjacent development with a similar land use concept known as “Westpark.”

Land Use Concept. The WRSP was planned primarily as a residential community supplemented by a mix of support and employment uses, with an overall mix and intensity of uses similar to that found in adjacent portions of the City. The project incorporates a unique mixed-use village center, forming the centerpiece of the community. The WRSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the Plan Area. The primary elements that comprise the form of the WRSP land use plan include: community focal points (village center and activity core); residential neighborhoods; a hierarchy of service and neighborhood nodes; the employment district; and the city edge, all as more particularly described in the plans for the WRSP, which are available from the City upon request.

Land Use Plan. The WRSP land use plan includes a blend of residential, service, employment, open space and public uses. As shown on the table below, the WRSP includes a total of 10,438 dwelling units on approximately 3,222 acres. Other proposed land uses include a total of approximately 705 acres set aside in open space; 252 acres of parks; 136 acres of public/quasi-public uses; 63 acres of community commercial; and 88 acres of industrial and light industrial uses. The plan was originally adopted in February 2004 and has been amended since then, most recently in September 2015.

The table below shows a summary of the current planned land uses in the WRSP, which differs somewhat from the time the plan was adopted, along with the current projected land uses attributable to the respective Westpark and Fiddymment Ranch areas. Actual uses may vary from this projection.

Table 1
City of Roseville
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
West Roseville Specific Plan (WRSP)
Summary of Land Uses (at buildout)

<u>Land Use</u>	<u>Fiddymment Ranch</u>		<u>Westpark</u>		<u>Total WRSP</u>	
<u>Market Rate</u>	<u>Units</u>	<u>Acres</u>	<u>Units</u>	<u>Acres</u>	<u>Units</u>	<u>Acres</u>
Single-Family (1)	3,980	833.3	3,366	746.6	7,345	1,579.9
Multifamily (2)	<u>1,301</u>	<u>97.2</u>	<u>120</u>	<u>12.2</u>	<u>1,421</u>	<u>109.4</u>
Subtotal Market Rate	5,281	930.5	3,486	758.8	8,767	1,689.3
Affordable						
Single-Family (1)	0	0	0	0	0	0
Multifamily (2)	<u>587</u>	<u>23.5</u>	<u>300</u>	<u>7.9</u>	<u>887</u>	<u>31.4</u>
Subtotal Affordable	587	23.5	300	7.9	887	31.4
Village Center						
Single-Family (1)	0	0	0	0	0	0
Multifamily (2)	<u>0</u>	<u>0</u>	<u>784</u>	<u>67.9</u>	<u>784</u>	<u>67.9</u>
Subtotal Market Rate	0	0	784	67.9	784	67.9
Subtotal Residential	5,868	954	4,570	834.6	10,438	1,788.6
Nonresidential						
Village Center Comm. Comm'l (3)	0	0.0	0	13.8	0	13.8
Community Commercial	0	46.2	0	3.0	0	49.2
Industrial and Light Industrial	<u>0</u>	<u>0.0</u>	<u>0</u>	<u>88.0</u>	<u>0</u>	<u>88.0</u>
Subtotal Nonresidential	0	46.2	0	104.8	0	151.0
Subtotal Developable	5,868	1,000.2	4,570	939.4	10,438	1,939.6
Public/Other						
Public, Quasi Public		76.5		59.3		135.8
Open Space		346.7		358.0		704.7
Parks		216.4		35.1		251.5
Right of Way (ROW)		<u>—(4)</u>		<u>—(4)</u>		<u>190.3</u>
Subtotal Public/Other		639.6		452.4		1,282.3
Grand Total	5,868	1,639.8	4,570	1,391.8	10,438	3,221.9

(1) Single-Family units include Low-Density, Medium-Density, village Center Medium-Density, and Low-Density (Active Adult).

(2) Multifamily units include Village Center High-Density and High-Density.

(3) Residential units included in Community Commercial have been excluded from this analysis.

(4) The WRSP does not include a breakdown of the Right of Way (ROW) as it pertains to Fiddymment Ranch or Westpark. The WRSP only references a total number of acres.

Source: City of Roseville.

THE DISTRICT

Formation of the District

On January 20, 2016, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing certain public infrastructure improvements. After conducting a noticed public hearing, on March 16, 2016, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and described the Improvements to be financed by the District. On the same day, an election was held within the District in which all of the qualified landowners in the District approved the proposed bonded indebtedness in the maximum aggregate principal amount of \$75,000,000 and the levy of the Special Tax in accordance with the Special Tax Formula. See “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” below.

Location and Description of the District and the Immediate Area

The District is located in the northwestern area of the City within a portion of the WRSP, approximately 20 miles northeast of the central business district of Sacramento. The process of annexation of the area to the City was completed in October 2004. The area is generally west of existing Fiddymment Road and bounded by Phillip Road on the south and west. Central access to the District is via Blue Oaks Boulevard, a primary east-west traffic arterial that connects to State Highway 65 and ultimately to the Interstate 80 freeway system. Interstate 80 freeway is located approximately three miles southeast of the State Highway 65/Blue Oaks Boulevard junction and merges with State Highway 65 at an interchange system.

Much of the area in this portion of the City has experienced a transition from largely undeveloped, agriculturally oriented uses toward a mixture of suburban land uses. The predominant approved suburban land use within the City limits in the vicinity of the District is single-family residential. The District is adjacent to recently constructed residential subdivisions to the south and east, including those in the Crocker Ranch and Doctor's Ranch area to the east, and in the Woodcreek Oaks and Diamond Creek area to the southeast, and in the Westpark and Westbrook neighborhoods to the south. New home construction and sales are still underway in the vicinity of the District.

The District occupies the majority of land that was previously designated for Phases 2 and 3 of the Fiddymment Ranch development, which is located east and west (substantially west) of Fiddymment Road, north and south of Blue Oaks Boulevard (substantially north of Blue Oaks Boulevard), within the City. The District is located in the northwestern portion of the City. There are currently two assessor's parcels in the District (APNs 492-010-057 and -077), both of which were originally owned entirely by the master developer, ATC Realty One, LLC, a Delaware limited liability company (the “**Developer**”). In late 2016, the Developer sold a portion of APN 492-010-077 to Fiddymment 116 Lots LLC, which is an entity controlled by Signature Homes. These parcels together contain approximately 533 net acres, which is expected to be divided into 1,472 low density residential lots, 586 medium density residential lots, 472 high density residential lots, 1 commercial lot, 5 park sites, 1 open space area and 1 school site. Additionally, the District is expected to include various open space areas along the roads classified as “Paseo” areas. Most of the residential lots are currently considered “paper lots,” as they have tentative map approval but lack in-tract and backbone infrastructure. However, the final map for planning area F-13B1 (consisting of 75 lots) was recorded on September 27, 2016. At the same time, planning area F-13B2, which is a remainder parcel designated for 41 lots, was designated.

These 75 final mapped lots in F-13B1 and 41 planned lots for F-13B2 correspond to the portion of APN 492-010-77 that was sold by the Developer to Fiddymment 116 Lots LLC.

Maps. A land use and District boundary map is shown on the following page.

[Reserved for Land Use Plan]

[Reserved for CFD boundary map]

Current and Anticipated Development in the District

The Developer has provided the following information with respect to development within the District. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the WRSP, the Development Agreement and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Current Development and Anticipated Future Development. The land in the District (together with land in CFD No. 1) is known locally as the “Fiddymment Ranch” neighborhood and has been marketed to the general public as “Fiddymment Farm.” Initial homebuilding activity in CFD No. 1 began in late 2005 and has been ongoing since then. Development within the District is anticipated to progress consistent with the WRSP land uses, which primarily consist of low density residential neighborhoods and, to a lesser extent, supporting uses such as parks, recreation, open space and supporting neighborhood land uses. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE WEST ROSEVILLE SPECIFIC PLAN” above. The Developer currently projects that the majority of the lots will be sold to other merchant homebuilders. This process has already begun with the sale of Villages F-13B1 and F-13B2 to Fiddymment 116 Lots LLC, an affiliate of the Developer, and the Developer may further sell some of the lots it acquires to other merchant homebuilders. The non-residential and multi-family use property is expected to be sold for development at an undetermined date in the future.

Initial development activity in the District has been focused on two planning areas (F-13B1 and F-13B2), consisting of 116 lots, all of which are owned by Fiddymment 116 Lots LLC. These areas have been rough-graded, and the final map for F-13B1 (75 lots) has been recorded. The final map for F-13B2 (41 lots) is anticipated to be recorded in late 2017. Construction of the street and utility improvements for planning area F-13B1 are underway, with the sewer having been completed and the water system being roughly 50% complete. Model Home construction is anticipated to begin in planning area F-13B1 (under the project name “Woodbridge”) in March, 2017.

The next phase of development activity will be for phases 2G and 2H of the project. These development phases cover Villages F-7A, 7B, 8C, 8D, 9B, 9C, & 9D, and include 450 lots total. With respect to backbone infrastructure, improvement plans for the extension of the sewer trunk main across Pleasant Grove Creek to serve these Villages, as well as the remainder of the land in the District, has been prepared and are in second plan check at the City. In addition, the improvement plans for utility and collector street extensions to serve the 450 lots have been prepared and are in first plan check at the City. A large lot final map to create parcels for each of the seven Villages in phases 2G and 2H has been prepared and is in plan check. A mass grading plan for the phases 2G and 2H area has been prepared and is in plan check at the City. With respect to in-tract improvements, improvement plans for each of the seven Villages in Phases 2G and 2H have been prepared and all seven improvement plan sets are in first plan check at the City.

Entitlements; Tentative and Final Maps. Land in the District consists of approximately 533 net acres, and is entitled for 2,530 residential lots, consisting of 1,472 low density residential (LDR) lots, 586 medium density residential (MDR) lots, and 472 high density

residential (HDR) lots. Additionally, the District is expected to include commercial areas, a school, park sites and various open space areas along the roads classified as “Paseo” areas. Most of the residential lots are currently considered “paper lots,” as they have tentative map approval but lack in-tract and backbone infrastructure; however, there are 75 final mapped lots (all of which are owned by Fiddymment 116 Lots LLC, an affiliate of Signature Homes). The multi-family and commercial parcels have zoning in place for development, but no additional entitlements/maps.

There are four small lot tentative maps that have been approved for the 1,472 low density residential (LDR) and 586 medium residential (MDR) lots described above. The expiration of these maps has recently been extended to be concurrent with the expiration of the Development Agreement (February 23, 2024).

The final map for parcel F-13B1 (75 lots) has been recorded. The remaining final maps will be prepared and recorded as the planning areas are developed. Approximately six months is required from start to finish for each final map.

Backbone Infrastructure. Backbone infrastructure improvements needed for the Fiddymment Ranch development include basic streets, sidewalks, water, sewer, drainage, concrete curb, gutter and paving and all of the relevant utilities in the basic streets. Construction of backbone infrastructure was planned in three phases (Phases 1, 2 and 3) in order to proceed as necessary to facilitate periodic sales of land to merchant builders and the commencement of the merchant builders’ homebuilding operations according to market demand. All of the Phase 1 backbone infrastructure, which is the infrastructure needed for development in CFD No. 1, has been completed. Phases 2 and 3 of the development relate to land in the District.

A significant level of remaining backbone infrastructure is required to complete development in the District. According to cost budget information prepared by Wood Rodgers (a civil engineering firm), total District-funded infrastructure costs for the District are about \$33.0 million (including a 15% contingency), and the total non-District funded infrastructure costs are about \$21.7 million, for a grand total of approximately \$54.7 million. The Bonds are expected to fund approximately \$6.0 million* in construction costs, with the remaining funding of \$48.7 million to be funded by sales of land by the Developer and other financing obtained by the Developer. See “THE IMPROVEMENTS – Estimated Costs of the Improvements” and “THE DEVELOPER – Developer Financing Plan” herein for additional details.

Utilities. All public utilities, including electricity, natural gas, sewer, water, and telephone, are available to the District’s perimeter and will be extended to individual lots within the District upon completion of site development. The City provides electric, police and fire services, Pacific Gas & Electric provides natural gas, and the South Placer Water Agency provides water. Sewer and storm water facilities are provided by the South Placer Municipal Sewer District.

Affordable Units. The City’s General Plan Housing Element establishes a citywide goal of 10% of all new housing units in the City be affordable to middle-, low- and very-low income

* Preliminary; subject to change.

households. Housing affordability is based on household income categories defined by the U.S. Department of Housing and Urban Development. Presently, there are two parcels in the District subject to affordable housing restrictions – Parcels F-6B and F-8A. Parcel F-6B is approved for 195 rental units, and will include 66 “very low income” units, 66 “low income” units and 63 “moderate income” units (no market rate units). Parcel F-8A is approved for 277 units and will include 54 “moderate income” units, with the remaining 223 units to be market rate.

Development Agreement

General. The Developer is a party to a development agreement dated February 18, 2004 (as amended to date, the “**Development Agreement**”) with the City in accordance with applicable state and local codes. The development agreement vests development rights, set forth infrastructure improvements and dedication requirements, secures the timing and methods for financing improvements, and specifies other performance obligations as related to development in the West Roseville Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement as well as the West Roseville Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 802. It was most recently amended, via a fifth amendment thereto, in 2014.

The Development Agreement is the primary implementation tool for the West Roseville Specific Plan and creates a binding contract between the City and the Developer and their assigned successors in interest, which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Developer as such obligations relate to development of the property in the District, including the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the West Roseville Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 20-year term, runs with the property, and may be modified only by mutual consent of the City and the Developer and in a manner consistent with the West Roseville Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits. The Development Agreement will be binding on the Developer and all successor owner-developers of property in the District.

Land use and development entitlements granted under the Development Agreement for property in the District is consistent with the West Roseville Specific Plan described under the caption “THE WEST ROSEVILLE SPECIFIC PLAN” and summarized above.

Improvements. The Development Agreement sets forth the responsibility of the Developer and its successors for a portion of the costs of certain public improvements required for its development within the West Roseville Specific Plan area. Funding of the Improvements with proceeds of the Bonds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. The estimate of value provided in the Appraisal assumes the Improvements funded by the Bonds are in place. The improvements not funded from Bond proceeds or Special Taxes will be funded by the Developer. See “–The Improvements” below.

Environmental Matters

Flood Zone. Land in the District is located within three different flood zones, although none of the developable areas of the property are within a designated floodplain. The majority of the property is located within Zone X – areas determined to be outside of the 500-year flood plain. Portions of the land in the District (most notably, the open space areas) are located within Zone A (area inundated by 100-year flood, no base flood elevations determined) or Zone AE (area inundated by 100-year flood, flood elevations determined). This information comes from the Federal Emergency Management Agency's flood insurance rate maps (Community-Panel Number 06061C-0394F and -0457F, with an effective date of June 8, 1998). Flood insurance is not required within the developable areas of the District (Zone X areas). In addition, all of the developable land in the District is located outside of the Central Valley Flood Protection Plan's target 200-year level of protection area.

Wetland Conditions; Section 404 Permits. According to the City's planning department, all wetland mitigation requirements have been met for development of land in the District. In addition, all developable properties within the boundaries of the District have a Section 404 permit in place from the U.S. Army Corp. of Engineers. The U.S. Army Corp. of Engineers has extended the time to complete the necessary and authorized work to December 30, 2020.

Seismic Conditions. According to the Seismic Safety Commission, the District 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.

THE IMPROVEMENTS

Eligible Improvements

The Bonds will provide a funding source for moneys expended to finance the public infrastructure and facilities authorized to be financed by the levy of Special Taxes in the District, which are referred to herein as the Improvements. The list of eligible Improvements is set forth in Exhibit A to the Resolution of Formation, adopted by the City Council, as the legislative body of the District, on March 16, 2016. These Improvements consist of the following:

Transportation Improvements. Improvements to the following roadways, as well as other public roadway improvements designed to meet the needs of the project:

- North Hayden Parkway;
- Holt Parkway;
- Crawford Parkway;
- North/South Parkway;
- Street 22; and
- Blue Oaks Boulevard

Eligible roadway improvements include, but are not limited to, these: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing overhead utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; streetlights, signalization, and traffic signal control system; bus turnouts and shelters; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed above also include any and all necessary underground potable and non-potable water, sanitary sewer, and storm drainage system improvements.

Potable and Non-Potable Water System Improvements. Authorized facilities include any and all on- and off-site backbone water facilities designed to meet the needs of development in the Phases 2 & 3 portion of the WRSP. These facilities include, but are not limited to potable and non-potable mains, valves, services and appurtenances; wells; and water treatment facilities. Water rights acquisition, purchase of water supply, and transfer fees are also authorized improvements.

Drainage System Improvements. Authorized facilities include any and all backbone drainage and storm drainage improvements designed to meet the needs of development within the Phases 2 & 3 portion of the WRSP. These facilities include, but are not limited to: mains, pipelines and appurtenances; outfalls and water quality measures; temporary drainage facilities; detention/retention basins and drainage pretreatment facilities; drainage ways/channels; pump stations, landscaping and irrigation; maintenance access roads, access gates and fencing; and striping and signage.

Wastewater System Improvements. Authorized facilities include any and all backbone wastewater facilities designed to meet the needs of the development within the Phases 2 & 3 portion of the WRSP. These facilities include, but are not limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main line; force mains; lift stations; trunk main extension to the sewer treatment plant, including a syphon crossing of Pleasant Grove Creek and associated maintenance access road improvements; odor-control facilities; sewer treatment plant improvements and permitting related thereto; and related sewer system improvements.

Solid Waste Improvements. Authorized facilities include any and all backbone solid waste improvements designed to meet the needs of development in the Phases 2 & 3 portion of the WRSP. Eligible improvements also include the Solid Waste Recycling Center. Facility improvements include, but are not limited to: site clearing, grading and paving; curbs and gutters; stand-by generator; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, fencing, and recycle containers and bins; and striping and signage.

Park and Paseo Improvements. Authorized facilities include any and all improvements to parks and paseos located in Phases 2 & 3 of the WRSP.

Open Space Improvements. Authorized facilities include any and all open space improvements designed to meet the needs of development in the Phases 2 & 3 portion of the WRSP, including, but not limited to: bike trails; bike/pedestrian bridges; storm drain crossings; wetland mitigation; tree mitigation; off-site hawk mitigation; agricultural mitigation, and/or

wetland mitigation property acquisition; endowment payments for open space management, landscaping and irrigation; access gates and fencing; and related open space improvements.

Utilities. Authorized facilities include any and all utility improvements designed to meet the needs of development in the Phases 2 & 3 portion of the WRSP. All utility improvements, easement payments, and land acquisition not located under or alongside transportation improvements are considered authorized facilities.

Prepayment of CFD No. 1 Special Tax/Indebtedness. Authorized facilities and incidental expenses include the payment of all amounts necessary to pay, prepay or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District for facilities and incidental expenses authorized to be financed by CFD No. 1, as are set forth in the Resolution No. 04-445 of the City Council adopted September 15, 2004. The financing plan for the District includes financing the prepayment of the special tax on land within the area of the District that is also in CFD No. 1, which is secured by an existing lien on such property for the special tax of CFD No. 1 and which lien will be removed upon authorization of the lien of the special tax of the District.

Formation, Administrative, and Incidental Expenses. In addition to the foregoing, other incidental expenses as authorized by the Act, include, but are not limited to: the cost of planning, permitting, approving, and designing the facilities (including the cost of environmental evaluation), orthophotography, environmental remediation/mitigation, and preparation of an overarching Operation and Maintenance (O&M) Plan for the City of Roseville Open Space Preserves; land acquisition and easement payments for authorized District facilities; project management; construction staking; engineering studies and preparation of an engineer's report for the use of recycled water; utility relocation and demolition costs incidental to the construction of the public facilities and costs associated with the creation of the District, issuance of bonds, determination of the amount of taxes, collection of taxes, payment of taxes, or costs otherwise incurred to carry out the authorized purposes of the District; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the District; and any other expenses incidental to the construction, completion, and inspection of the facilities.

Estimated Cost of the Improvements

The total estimated cost of the Improvements to be constructed in connection with development of land in the District that are eligible for reimbursement from Bonds or special taxes levied in the District, as shown in the following table, is approximately \$33.0 million. The cost of the Improvements will initially be paid for by the Developer, with the Developer to be reimbursed for certain of such improvement expenditures from the proceeds of the Bonds. The Developer anticipates that approximately \$6.0 million* of the total set forth below will be financed by the proceeds of the Bonds. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Proposed Development by the Developer – Financing Plan" for a description of other sources of funding available to the Developer.

The costs set forth in the table below are estimates based on projections; actual costs are expected to vary.

* Preliminary; subject to change.

Table 2
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Summary of Eligible Improvements and Estimated Total Cost

Eligible Improvement	Estimated Total Cost
Streetwork	\$4,400,000
Rough Grading	800,000
Bridges	4,400,000
Sanitary Sewer	2,900,000
Storm Drain	3,300,000
Water System	3,200,000
Joint Trench	6,700,000
Concrete and Landscaping	1,000,000
Professional Fees	3,600,000
Miscellaneous	100,000
Contingency (15%)	2,600,000
<i>Total</i>	\$33,000,000

Source: Developer.

Construction and Acquisition of the Improvements

The Developer expects construction of the Improvements to be completed by the first quarter of 2021. The timing of construction of end user structures by merchant builders and the commencement of sales of homes to homebuyers and commercial buildings to commercial owners and/or occupancy by tenants is dependent upon market conditions.

In connection with the issuance of special tax bonds for CFD No. 1, the City and the Developer entered into a Funding, Construction and Acquisition Agreement (the “**Acquisition Agreement**”), which provides that the Developer will construct (or cause to be constructed or funded) the portion of the Improvements consisting of roadways and related facilities. The City, upon completion of construction and acceptance by the City, will purchase the Improvements. Upon completion of the Improvements and acceptance by the City, proceeds of the Bonds will be used to pay a portion of the purchase price of the Improvements pursuant to the terms of the Acquisition Agreement. The Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer has provided the information set forth in this section entitled “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.” No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference

only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement. Certain other information contained below has been obtained from the Appraisal. For more detailed information on the ownership of undeveloped lots in the District, see the Appraisal attached hereto as APPENDIX B.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

The Developer

The Developer and the Former Developer. Most of the land within the District is owned by ATC Realty One LLC, a Delaware limited liability company (sometimes referred to herein as the Developer). Foreclosure proceedings brought by Wells Fargo Bank related to development financing it had provided to the original master developer of land in the Fiddymont area (Roseville Fiddymont Land Venture LLC (the "Former Developer")) were concluded in the second quarter of 2012, resulting in the transfer of title of property from the Former Developer to the Developer. The Developer is solely owned by Wells Fargo Bank.

The managing member of the Former Developer was Signature Properties. To acquire land in the District, the Former Developer secured a land acquisition loan from Wells Fargo Bank. It then proceeded to develop property in the District and sell off portions to merchant builders. Because there was not enough bond authorization in the District for the Former Developer to be reimbursed from special tax bonds for the installation of all the needed infrastructure for the District, Wells Fargo Bank loaned money to the Former Developer to complete this infrastructure. At its peak, Wells Fargo Bank had approximately \$40 million loaned to the Former Developer for development of Fiddymont Ranch.

Separately, Wells Fargo made an A&D (Acquisition and Development) loan to Signature Properties for property that Signature bought from the Former Developer for home construction. The A&D loan was for approximately \$13.7 million. Wells Fargo also made various construction loans to Signature Properties for other projects they built on land purchased from the Former Developer. The total of those loans was approximately \$53.6 million. All loans made to Signature Properties were repaid to Wells Fargo Bank.

As a result of a downturn in the real estate market, Wells Fargo Bank foreclosed on the property in the District that remained owned by the Former Developer in 2012. It retained Signature Homes to help manage the asset. Rather than disposing of the property in bulk, Wells Fargo Bank elected to hold the property and continued to invest money as needed to develop lots (generally super pads) for sale to third party builders. Since acquiring the property in 2012 through ATC Realty One LLC, Wells Fargo Bank has invested out of pocket approximately \$36.7 million of equity in development costs and has recouped most of that money through sales to third parties. As a matter of policy, Wells Fargo Bank has maintained current the tax obligations associated with the property they owned and has not allowed any liens to be created against the property. At the current time, all the property owned by Wells Fargo Bank through ATC Realty One LLC is debt free.

The development of the next 249 super padded lots requires an investment of approximately \$9.0 million by Wells Fargo Bank through ATC Realty One LLC. The current plan

is to extend the sewer line from the main to the creek that is adjacent to the open space that borders the 249 lots that will be built as super pads. That cost would be about \$0.75 million, which ATC Realty One LLC would advance and then seek reimbursement from the proceeds of the Bonds. Signature on behalf of ATC Realty One LLC or a successor owner would then grade the site at a cost of approximately \$3.0 million which they would advance. No reimbursement would be sought from Bond proceeds for this work. In September 2017, when the water in the creek recedes Signature on behalf of ATC Realty One LLC or a successor owner would bring the sewer line across the creek and do the street and improvement work needed to create the 249 super padded lots. The approximate cost of that work is \$5.25 million. A combination of the \$3.0 million equity investment by ATC Realty One LLC or a successor owner and the \$6.0 million in Bond proceeds would provide the \$9.0 million needed to create the next 249 lots that could be taken to market for sale by ATC Realty One LLC to merchant builders.

The Manager. The Developer has retained Signature Homes, a homebuilding entity, to manage the development of the property owned by the Developer in the District, on behalf of the Developer. Originally the management company was Signature Properties but approximately five years ago, the management responsibilities were transferred to Signature Homes. Signature Properties was owned 100% by the Ghielmetti Family. In order to develop a viable succession plan, the Ghielmetti family created Signature Homes. Signature Homes is a privately held California corporation headquartered in Pleasanton. It is owned by the Ghielmetti family, and four individuals who are actively involved in the day-to-day operation of Signature Homes: Gary Galindo (President), Steve Miller (Vice-President in charge of forward planning), John Ford (CFO) and Dave Taylor (Vice-President in charge of construction). Collectively, the owners have over 100 years of experience in the homebuilding industry. Founded in 1983 by James Ghielmetti, the company's primary business is homebuilding and land development, initially in the San Francisco Bay Area. Locally, the company established an office in 1995 and has built communities in Sacramento County, the cities of Sacramento, Davis, Lincoln, Rocklin and Roseville. Signature Properties is presently building in Sacramento, Rocklin, Lincoln, and Roseville. The company is also involved in redevelopment and revitalization projects in older cities and neighborhoods, office construction and retail center development. Although Signature Homes and Signature Properties are best known for building homes and master planned communities, the company has developed such diverse properties as office buildings, retail centers, restaurants, recreational complexes and clubhouses with comprehensive country club amenities.

Signature Homes' website address is www.sighomes.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Fiddymment 116 Lots LLC/Signature Homes. Fiddymment 116 Lots LLC is an affiliate of Signature Homes established for the purpose of improving 116 lots in the District. In late 2016, Signature Homes purchased from the Developer the land described as Villages F-13B1 and F-13B2. Villages F-13B1 and F-13B2, which will contain 75 lots and 41 lots, respectively. In addition to the purchase price, Fiddymment 116 Lots LLC provided the grading of 34 off-site lots and the installation of a storm drain outfall structure through the open space. Due to Signature Homes' history with the property and familiarity with the seller, the purchase price was not considered a true arms-length sale.

Developer Financing Plan

The development of the backbone infrastructure improvements and the payment of the Special Taxes will primarily be funded from bond proceeds, proceeds from the sale of lots to merchant builders, proceeds from home sales and equity and debt funding secured by the Developer. Land in the District owned by the Developer is not currently encumbered by any mortgages or deeds of trust; however, Fiddymment 116 Lots, LLC has in place a deed of trust in favor of U.S. Bank National Association d/b/a Housing Capital Company, a lender that provided a construction loan that can be drawn upon by Fiddymment 116 Lots, LLC in accordance with the terms and conditions thereof.

As show in the following tables, the Developer anticipates that the value of the first phase of development in the District (Phase 2G, a total of 249 LDR lots) will have sufficient value to support a construction loan of approximately \$19.4 million (at the customary 70% loan to value ratio), but given the infrastructure costs of approximately \$9.0 million and the anticipated amount of bond financing available of approximately \$6.0 million*, the Developer does not expect to draw such amount. As noted above, this development phase is expected to be funded through a combination of a \$3.0 million equity investment by ATC Realty One LLC or a successor owner and \$6.0 million* of Bond proceeds, which together are expected to provide the \$9.0 million needed to create the next 249 lots that could be taken to market for sale by the Developer to merchant builders. The Developer anticipates that the remainder of the project would be built out utilizing the revenues from the lot sales in the previous phases, as shown the table that follows.

A pro forma showing the Developer's anticipated sources and uses of funds is set forth on the following pages. *No assurance can be given that any of the projected revenues, costs, or other amounts upon which the Developer has based its development assumptions will be achieved. Actual cash flow will depend on future events, such as the rate of land sales and actual costs of infrastructure development. To the extent the Developer needs cash to fund its operations, it is expected that investor members of the Developer will advance amounts for that purpose. However, investor members have no legal obligation to fund any internal loans or to make any cash contributions to the Developer. While it is currently expected that investor members will contribute funds to the Developer to the extent needed to complete the Developer's planned development within the District, there is no guarantee that the Developer will choose to do so under all circumstances.*

Table 3A
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Developer Pro Forma Financing Plan -- Unsold Lots and Estimated Timing of Sale Thereof

	# of Lots	Quarterly						Annually		
		Q3-17	Q4-17	Q1-18	Q2-18	Q3-18	Q4-18	2019	2020	2021
<u>Unsold Lots</u>										
LDR Lots	1356	1356	1107	1107	906	906	634	496	317	0
MDR Lots	586	586	586	586	586	586	586	586	152	0
HDR Market Rate Units	277	277	277	277	277	277	277	277	277	0
HDR Affordable Units	195	195	195	195	195	195	195	195	195	0
Commercial (Acres)	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	4.84	0
<u>CFD #5 Annual Maximum Tax</u>										
<u>Rate Per Unit</u>										
LDR Lots		\$1,757	\$1,757	\$1,757	\$1,757	\$1,792	\$1,792	\$1,828	\$1,865	\$1,902
MDR Lots		1,352	1,352	1,352	1,352	1,379	1,379	1,406	1,434	1,463
HDR Market Rate Units		676	676	676	676	689	689	703	717	731

*Preliminary; subject to change.

HDR Affordable Units	338	338	338	338	345	345	352	359	366
Commercial (Acres)	6,758	6,758	6,758	6,758	6,893	6,893	7,031	7,171	7,315
<i>Source: Developer and Signature Homes.</i>									

Table 3B
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Developer Pro Forma Financing Plan -- Revenues and Expenses

	# of Lots	Per Lot Value	Total	Quarterly						Annually		
				Q3-17	Q4-17	Q1-18	Q2-18	Q3-18	Q4-18	2019	2020	2021
REVENUES												
Phase 2G LDR Lot Sale (F-9C, 9D, 8C, & 8D)	249	\$111,114	\$27,667,386	--	\$27,667,386	--	--	--	--	--	--	--
Phase 2H LDR Lot Sale (F-7 & F-9B)	201	111,114	22,333,914	--	--	--	\$22,333,914	--	--	--	--	--
Phase 2I LDR Lot Sale (F-11A & F-12)	272	111,114	30,223,008	--	--	--	--	--	30,223,008	--	--	--
Phase 2J LDR Lot Sale (F-13A1, F-13A2, & F-13B3)	138	111,114	15,333,732	--	--	--	--	--	--	15,733,732	--	--
Phase 3A LDR Lot Sale (F-6A)	179	111,114	19,889,406	--	--	--	--	--	--	--	19,889,406	--
Phase 3A MDR Lot Sale (F-6C & 8B)	434	62,923	27,308,582	--	--	--	--	--	--	--	27,308,582	--
Phase 3A HDR Market Rate Units (F-6B & 8A)	277	21,011	5,820,047	--	--	--	--	--	--	--	--	5,820,047
Phase 3A HDR Affordable Units (F6B & 8A)	195	--	--	--	--	--	--	--	--	--	--	--
Phase 3A Commercial Sale (F-6D - 4.84 Acres x \$260,331/Acre)	4.84	260,331	1,260,002	--	--	--	--	--	--	--	--	1,260,002
Phase 3B LDR Lot Sale (F-10A, 10B, & 10C)	317	111,114	35,223,138	--	--	--	--	--	--	--	--	35,223,138
Phase 3B MDR Lot Sale (F-11B)	152	62,923	9,564,296	--	--	--	--	--	--	--	--	9,564,296
CFD #5 Bond Proceeds*			6,000,000	6,000,000	--	--	--	--	--	--	--	--
Phase 2G Infra Construction Funding From Owner	249	77,780	3,037,645	3,037,645	--	--	--	--	--	--	--	--
EXPENSES												
Extension of Sewer Trunk main to Phase 2G			1,535,000	767,500	767,500	--	--	--	--	--	--	--
Completion of Phase 2G Infrastructure			7,042,000	3,521,000	3,521,000	--	--	--	--	--	--	--
Phase 2G Dry Utilities			460,645	460,645	--	--	--	--	--	--	--	--
Phase 2H Infrastructure			5,035,000	--	--	2,517,500	2,517,500	--	--	--	--	--
Phase 2H Dry Utilities			329,359	--	--	329,359	--	--	--	--	--	--
Phase 2I Infrastructure			6,965,000	--	--	--	--	3,482,500	3,482,500	3,482,500	--	--
Phase 2I Dry Utilities			455,608	--	--	--	--	455,608	--	--	--	--
Phase 2J Infrastructure			473,000	--	--	--	--	--	--	--	473,000	--
Phase 2J Dry Utilities			30,941	--	--	--	--	--	--	--	30,941	--
Phase 3A Infrastructure			23,932,000	--	--	--	--	--	--	--	11,966,000	11,966,000
Phase 3A Dry Utilities			1,565,485	--	--	--	--	--	--	--	1,565,485	--
Blue Oaks Blvd (Hayden Pkwy to West Boundary)			1,922,000	--	--	--	--	--	--	--	961,000	961,000
Blue Oaks Blvd Dry Utilities			125,725	--	--	--	--	--	--	--	125,725	--
Tree Mitigation and Open Space Fencing			3,561,000	--	--	--	--	--	--	--	--	3,561,000
Phase 3B Infrastructure			768,000	--	--	--	--	--	--	--	--	384,000
Phase 3B Dry Utilities			50,238	--	--	--	--	--	--	--	--	50,238
Property Taxes			892,817	--	151,053	--	148,038	--	128,726	242,613	202,183	20,205
CFD #5 Special Taxes			7,651,414	--	1,511,417	--	1,334,835	--	1,117,797	2,008,158	1,570,201	109,006
CFD #2 Special Taxes			2,070,275	--	423,716	--	373,410	--	305,336	541,595	388,177	38,042
Soft Costs (10% of Construction Cost)			5,425,100	474,915	428,850	284,686	251,750	393,811	348,250	1,512,215	1,692,224	38,400
Total Revenue			\$194,623,511	\$ --	\$27,667,386	\$ --	\$22,333,914	\$ --	\$30,223,008	\$15,333,732	\$47,197,988	\$51,867,483
Total CFD Funding & Construction Financing			6,000,000	9,037,645	--	--	--	--	--	--	--	--
Total Expenses			(70,290,606)	(5,224,060)	(6,803,535)	(3,131,545)	(4,625,534)	(4,331,919)	(5,382,609)	(19,426,732)	(20,775,022)	(589,653)
Net Cash Flow			--	3,813,585	20,863,851	(3,131,545)	17,708,380	(4,331,919)	24,840,399	(4,093,000)	26,422,966	51,277,830
Cumulative Net Cash Flow			--	3,813,585	24,677,436	21,545,891	39,254,271	34,922,353	59,762,752	55,669,752	82,092,718	133,370,548

* Preliminary; subject to change.

Source: Developer and Signature Homes.

VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN

The Appraisal

General. At the request of the City, Seevers Jordan Ziegenmeyer, Rocklin, California (the “**Appraiser**”) prepared an Appraisal Report dated _____, 2017, with a date of value of February 1, 2017 (the “**Appraisal**”). The Appraisal is set forth in its entirety in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The Appraisal estimated the market value of all of the land in the District, which currently consists of two assessor’s parcels (APNs 492-010-057 and -077). These parcels together contain approximately 533 net acres, which is expected to be divided into 1,472 low density residential (LDR) lots, 586 medium density residential (MDR) lots, 472 high density residential (HDR) lots, 1 commercial lot, 5 park sites, 1 open space area and 1 school site. Additionally, the District is expected to include various open space areas along the roads classified as “Paseo” areas. Most of the residential lots are currently considered “paper lots,” as they have tentative map approval but lack in-tract and backbone infrastructure required to develop; however, site development is underway on a portion of the property. Upon final map recordation, new parcel numbers will be assigned.

Value Estimate. The value estimate for the appraised property as of the February 1, 2017 date of value, using the methodologies described in the Appraisal and subject to the hypothetical condition and assumptions and limiting conditions set forth in the Appraisal, and based on the ownership of the property as of that date is \$82,134,000. The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value of all the land in the District that was appraised.

Development Costs, Permits and Fees. See “THE DISTRICT” for a summary of certain off-site improvements, in-tract improvements and other fees and costs of development estimated for land in the District.

Appraisal Methodology. The Appraiser began the valuation by employing the sales comparison approach and extraction technique to estimate the market value of a benchmark lot category of the low-density residential lots. In the sales comparison approach, adjustments were applied to the prices of comparable bulk lot transactions, and a market value for this benchmark lot category was concluded. Then, as a support of reasonableness, the Appraiser utilized an extraction analysis, which was reconciled with the sales comparison approach conclusion. For the property’s medium density lots, the Appraiser used the extraction technique as the sole basis of valuation. Next, adjustments were applied to determine values for each residential larger parcel, based upon lot sizes differences that exist from the benchmark larger parcels.

The sales comparison approach was also utilized by the Appraiser to determine the value of the District’s commercial site. Additionally, the Appraiser utilized the sales comparison approach, as well as an extraction technique, to estimate the value of Parcel F-8A, which has a combination of market rate and income-restricted units. In the extraction method, the Appraiser first estimated the market value of an apartment complex at completion of construction and stabilized occupancy, via an income capitalization approach. Within this approach, the Appraiser applied a typical market rent for the Roseville area for the market rate units, and the

City-mandated income-restricted rents for the affordable units. Estimates of vacancy/collection loss, operating expense ratios and overall capitalization rates were also inputted utilizing typical market parameters. Next, the Appraiser subtracted from this stabilized value all estimated direct costs required to construct the project (via estimated from the Residential Cost Handbook published by Marshall and Swift), as well as indirect costs (including lease-up costs) to arrive at an underlying land value. The values derived via each approach were reconciled into a final opinion of value for this parcel.

With regard to the multifamily land component with income restrictions and no market-rate units (Parcel F-6B), the Appraiser solely utilized an extraction technique. According to the Appraiser, this income-restricted multifamily parcel has no value.

The final step in the Appraiser's analysis involved a subdivision development method (a type of discounted cash flow analysis) to determine the bulk market value of the fee simple interest in the property, which takes into consideration the revenue and expenses (including the completion of backbone infrastructure) associated with selling off the individual larger parcels over an estimated absorption period (also incorporating an appropriate discount rate to the cash flows).

For additional details, see APPENDIX B.

Hypothetical Condition. The market value estimated by the Appraiser is based on a hypothetical condition. A hypothetical condition is defined by USPAP as “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 the analysis.” It is a hypothetical condition of the Appraisal that certain of the proceeds from the Bonds will be used to pay off all of the CFD No. 1 special taxes applicable to property in the District, with remaining Bond proceeds available to fund additional infrastructure improvements. The market value estimated in the Appraisal is based on the hypothetical condition these CFD No. 1 special taxes have been prepaid and certain infrastructure improvements to be reimbursed by Bond proceeds were in place as of the date of value. The estimate of market value accounts for the impact of the lien of the Special Taxes securing the Bonds. See APPENDIX B and “FINANCING PLAN” for additional details.

Extraordinary Assumptions and Limiting Conditions. In addition to the hypothetical condition described above, the Appraisal is based upon a number of standard and special assumptions and conditions, all of which affect the estimate as to value, some of which include the following. See “APPENDIX B – The Appraisal” for a complete list of such assumptions and conditions.

- The Appraiser assumed all cost figures relating to remaining backbone infrastructure, which were prepared by Wood Rodgers (a civil engineering firm), and which were provided to the Appraiser by Mr. Steve Hicks of Bayless and Hicks, are correct. Any deviation of actual cost figures from those provided could materially affect the conclusion(s) of value contained in the Appraisal.
- The Appraiser was not provided a cost budget for in-tract site work. A generalized in-tract site cost estimate was provided by Mr. Stephen Hicks of Bayless and Hicks, at \$35,000 per lot for the entire Fiddymment Ranch master planned community. The Appraiser placed more emphasis on its observations of similar projects in the market in the estimation of in-tract site costs, especially with regard to the delineation

between larger versus smaller lots. Any deviation of actual in-tract cost information from that estimated in the Appraisal could materially affect the conclusion of value contained therein.

- The Appraiser assumed the school site (Parcel F-71) will be acquired by the school district based upon the appraised market value under its highest and best economic use, that is, residential land with a tentative map in place for development similar to other parcels in the Fiddyment Ranch project. Based upon the size of the site (10.44 acres) and typical density (5 units per acre) for LDR lots in the area, the Appraiser estimates the site could accommodate about 52 LDR lots. However, as the designated parcel will be exempt from the lien of the Special Tax securing the Bonds, the site was excluded from the valuation provided by the Appraiser. If these assumptions/inputs prove to be false, the conclusion of market value would likely be positively affected.
- The Appraiser presumed there are no adverse soil conditions, toxic substances or other environmental hazards that may interfere or inhibit development of the property. If, at some future date, items are discovered that are determined to have a detrimental impact on value, the Appraiser reserves the right to amend the opinion of value stated in the Appraisal.

Market Value. The appraised value represents the most probable price, in a sale of the appraised property within the District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value. The discounted value of the property represents the market value of the property in the District.

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the estimate of market value set forth in the Appraisal can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “– Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

The Appraisal sets forth the estimated value, subject to the Special Tax lien, of all taxable property within the District to be \$82,134,000, subject to the limiting conditions stated therein. See “– The Appraisal” above and APPENDIX B hereto. The principal amount of the Bonds is \$26,275,000*. Consequently, the estimated value, subject to the Special Tax lien, of the real property within the District, is approximately 3.13* times the principal amount of the Bonds, as shown in the table below.

Table 4
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Special Tax Levy, Allocable Fiddymment Ranch CFD Debt and Value-to-Lien Ratios by Land Use

Property Owner	Total Planned Units	Com'l Acreage	2017-18 Maximum Special Tax(1)	Appraised Value	Series 2017 Bonds * (2)	% of Allocable Debt (2)	Value to Lien Ratio	Overlapping Debt (3)	Total Direct & Overlapping Debt	Overlapping Value to Lien Ratio
ATC Realty One, LLC (4)	2,414	4.84	3,442,087	69,490,000	24,806,161	94.41%	2.80	226,536	25,032,696	2.78
Fiddymment 116 Lots, LLC (5)	116		203,815	12,644,000	1,468,839	5.59%	8.61	13,450	1,482,289	8.53
Totals	2,530	4.84	3,645,902	82,134,000	26,275,000	100.00%	3.13	239,985	26,514,985	3.10

* Preliminary; subject to change

(1) Fiscal Year 2017-18 Maximum Special Tax shown above assumes all District parcels as being subdivided to accommodate the District's approved land uses. The District's Fiscal Year 2017-18 Maximum Special Tax would be \$3,818,228 should no further subdivision maps be recorded prior to May 1, 2017.

(2) The Par amount of the Series 2017 Refunding Bonds has been allocated based upon the property's proportionate share of the District's assumed 2017-18 Maximum Annual Tax described above.

(3) Direct and Overlapping Debt has been allocated based upon each planning area's proportionate share of the District's taxable acreage.

(4) These amounts represent Assessor's Parcel Number (APN) 492-010-057, which is owned in its entirety by ATC Realty One, LLC, together with a portion of APN 492-010-077 which ATC Realty One conveyed to Fiddymment 116 Lots, LLC. The portion of APN 492-010-077 that is now owned by Fiddymment 116 Lots, LLC consists of 116 unimproved residential lots. A new APN will be assigned to the portion now owned by Fiddymment 116 Lots LLC. Further subdivision of parcels will occur in the future as additional development occurs. For further information concerning the ATC Realty One property, reference is made to the Appraisal Report.

(5) These amounts represent the portion of APN 492-010-077 owned by Fiddymment 116 Lots, LLC, which consists of 116 unimproved residential lots. The remaining portion of APN 492-010-077 is owned by ATC Realty One. For further information concerning the Fiddymment 116 Lots LLC property, reference is made to the Appraisal Report.

Source: Appraised Value and Development Status, Seevers Jordan Ziegenmeyer; Maximum Special Tax, Willdan Financial Services; Total Direct and Overlapping Debt, California Municipal Statistics Inc.

*Preliminary; subject to change.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The lien created on the land within the District through the levy of such additional taxes or assessments may be secured on parity with the lien of the Special Tax. In addition, construction loans may be obtained by the homebuilder owners and home loans are likely to be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

For example, additional CFD obligations on land in the District include City of Roseville Fiddymont Ranch Community Facilities District No. 2 (Public Services) and City of Roseville Community Facilities District No. 3 (Municipal Services). Each of these CFDs levies special taxes that pay for authorized public services, which special taxes are on a parity to the lien securing the Special Taxes securing the Bonds.

Set forth on the following page is an overlapping debt table showing the existing authorized indebtedness payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith.

Table 5
Fiddymment Ranch Community Facilities District No. 5 (Public Facilities)
Summary of Overlapping Bonded Debt
As of February 1, 2017

2016-17 Assessed Valuation: \$31,827,884 (Land and Improvement)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation Bonds	0.121%	\$ 82,326
Roseville Joint Union High School District SFID No. 1 General Obligation Bonds	1.957	118,839
Roseville City School District General Obligation Bonds	0.212	38,820
City of Roseville Fiddymment Ranch Community Facilities District No. 1	26.075	18,663,472 ⁽¹⁾
City of Roseville Fiddymment Ranch Community Facilities District No. 5	100.00	—⁽²⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$18,903,457
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.047%	\$ 14,735
Placer County Office of Education Certificates of Participation	0.047	614
Sierra Joint Community College District Certificates of Participation	0.036	2,376
Roseville Joint Union High School District Certificates of Participation	0.121	677
Roseville City School District General Fund Obligations	0.212	16,516
Placer Mosquito and Vector Control District Certificates of Participation	0.047	1,648
City of Roseville Certificates of Participation	0.160	40,930
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$77,496
Less: City of Roseville Certificates of Participation supported by golf course enterprise		5,189
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$72,307
 GROSS COMBINED TOTAL DEBT		\$18,980,953⁽³⁾
NET COMBINED TOTAL DEBT		\$18,975,764

Ratios to 2016-17 Assessed Valuation:

Direct Debt (\$0)	0.00%
Total Direct and Overlapping Tax and Assessment Debt	59.39%
Gross Combined Total Debt	59.64%
Net Combined Total Debt	69.62%

(1) Prorated share of Fiddymment Ranch CFD No. 1 bonds to be redeemed upon issuance of District's bonds.

(2) Excludes bonds to be sold.

(3) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

SPECIAL RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks which should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the Bonds. The Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property subject to the Special Tax in the event of a foreclosure. See "SECURITY FOR THE BONDS." Any tax for the payment of the Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Property Tax Delinquencies” below. For a summary of recent Special Tax collection and delinquency rates in the District, see “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN” herein.

Concentration of Ownership

All of the land within the District is currently owned by the Developer or an affiliate of the Developer. An owner of property in the District is not personally obligated to pay the Special Tax attributable to the Developer’s property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner of any property to pay. If the value of the property is not sufficient for the payment of debt service on the Bonds, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the current owners, or any future owners, of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District’s obligations on the Bonds. For a description of the Developer and certain of its affiliates, see “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – The Developer.” In that event, there could be a delay or failure in payments on the Bonds. See “SPECIAL RISK FACTORS – Bankruptcy and Foreclosure Delays” below and “SECURITY FOR THE BONDS – Delinquent Payments; Covenant for Superior Court Foreclosure.”

Development of undeveloped property within the District may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of the landowner to pay the Special Taxes when due. Certain infrastructure improvements remain to be completed in order to complete construction of homes in the District. No assurance can be given that the remaining proposed residential development will be partially or fully completed, and for purposes of evaluating the investment quality of the Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and only partially improved.

Appraised Values

The Appraisal estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, as well as the hypothetical condition of the Improvements having been completed, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place).

In addition, the opinion of market value in the Appraisal is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of taxable property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The Appraisal (which is set forth in APPENDIX B to this Official Statement) is based on certain assumptions made by the Appraiser in estimating the market value of the property within the District as of the date indicated. No assurance can be given that the land values are accurate if these assumptions are incorrect or that the values will not decline in the future if one or more events, such as natural disasters or adverse economic conditions, occur. See "Appraised Values" above.

Neither the District nor the City has evaluated development risks related to the development of land in the District. Since these are largely business risks of the type that

property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the Bonds in no way implies that the District or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the Owners of the Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of non-completion.

Neither the Developer nor any other person provides any assurances that the project currently envisioned for the land in the District will be completed, or that sources of financing that will actually be available to the Developer will be sufficient to complete such projected development. The Developer has no obligation to the City or to owners of the Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of the State, may be subject to earthquakes or other unpredictable seismic activity. See "THE DISTRICT – Environmental Matters."

Other natural disasters could include, without limitation, landslides, floods, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Recent California Drought. The Sacramento region, like most of the State, is prone to occasional drought. For example the State experienced an extended drought period that began in 1987 and continued until the winter of 1992-93. Recently, the State faced one of the most severe droughts on record. In January 2014, Governor Brown declared a drought State of Emergency, directing State officials to take all necessary actions to prepare for water shortages and instructing local officials to reduce water usage by 20%. The City subsequently achieved water consumption reduction by implementing planned water efficiency programs to address occasional drought conditions. Following a wet winter 2015-16, Sacramento County has eased its own water restrictions, and the State has suspended its mandatory statewide reduction in urban water use, effective June 1, 2016. The volatility of weather patterns makes it difficult to predict how long drought conditions will persist, or how often they may reoccur. However, when drought conditions do occur, it can affect community water usage for the duration of the drought as cities and water agencies implement drought management plans that require water usage reduction, and can sometimes inhibit development of undeveloped areas.

The City indicates it has adequate surface water and groundwater supplies to meet the allocation for all phases of development in the District, notwithstanding existing limitations as part of the City's drought management programs. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. Should the City need to restrict development, it must do so Citywide and cannot single out the District property in restricting development activity. In turn, the anticipated diversity of ownership of land within the District could also be reduced, making the owners of the Bonds more dependent upon the Developer's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Developer or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of

hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. State law with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. The discovery of an endangered plant or animal could delay development of undeveloped property in the District or reduce the value of such property.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the taxable property in the District, the security only extends to the value of such property that is not subject to priority and parity liens and similar claims. The table in the section entitled “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Overlapping Liens and Priority of Lien” shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of taxable property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of taxable property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of taxable property.

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy.

Bankruptcy and Foreclosure Delays

The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "FDIC") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District.

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bond holders, in accordance with its procedures and rules.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS – Tax Exemption," interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional redemption, mandatory sinking fund redemption or special mandatory redemption upon prepayment of the Special Taxes.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of such Bonds might be affected as a result of such an audit of such Bonds (or by an audit of similar bonds or securities).

Voter Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process and those measures could be adopted by State voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above.

Under the State Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Special Tax Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, State voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under San Diego’s city charter (the “Charter”) and was intended to function much like a community facilities district established under the Act. The CCFD was comprised of all of the real property in the entire city. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax. The *San Diego* Court held that the CCFD special tax election did not comply with its Charter and with applicable provisions of the State Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district . . .”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on property pursuant to the Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election in the District. Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Act may be challenged by a third party, which time period has now passed.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX D.

Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the City. The City Attorney will pass upon certain legal matters for the City. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California will pass upon certain legal matters for the Underwriter.

Tax Matters

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) that must be satisfied subsequent to the issuance of the Bonds. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond’s maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers

who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

No Litigation

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's Fiscal Year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2016-17 Fiscal Year (due April 1, 2018) and to provide notices of the occurrence of certain enumerated events.

The Developer has also agreed for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the property it or its affiliates owns in the District by not later than April 1st and October 1st of each year (reflecting reported information as of a date no more than 60 days prior) beginning with the report due April 1, 2018 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events. The obligation of the Developer to provide such information is in effect only so long as the Developer and its affiliates, or their successors, are collectively responsible for 20% of the Special Taxes, as described in the Developer Periodic Reports and the Developer's undertaking includes a provision that if a portion of the Developer's property which is responsible for 20% or more of the Special Taxes is sold, the reporting obligation may be assumed by the new owner and the Developer's obligations with respect to such property will be terminated, or if not so assumed, the Developer is to report such required information, as applicable to the transferee. The Developer's reporting obligation may end in certain other circumstances, as described in APPENDIX E. The Developer has not entered into any previous obligations to provide Owner Periodic Reports and this will be the Developer's first obligation to provide such reports.

The City Annual Reports, Developer Annual Reports and notice of a listed event will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the “Rule”). The specific nature of the information to be contained in the annual reports or the notices of listed events by the City and the Developer is summarized in “APPENDIX E – Forms of Continuing Disclosure Undertakings.”

A review of the City’s compliance with prior continuing disclosure undertakings in the last five years indicates that:

- (1) The annual reports required for Fiscal Years 2011, 2012, 2013 and 2015 for certain of the City’s then-outstanding obligations were not filed, or were not filed with all required information, until up to 552 days after the dates required for such filings.
- (2) The Audited Financial Statements of the City for Fiscal Years 2011, 2012 and 2013 for certain of the City’s then-outstanding obligations were filed up to 921 days after the dates required for such filings.
- (3) The City did not in a timely manner file all significant event notices, including notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying ratings for such obligations.

Supplemental annual reports, notices of rating changes and other filings to correct all of the known failures by the City to comply with its continuing disclosure undertakings have been made. The City has engaged contract support for the preparation and filing of its continuing disclosure reports in order to help comply with future continuing disclosure obligations.

The Developer has not previously entered into any continuing disclosure undertakings pursuant to the Rule.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the Bonds and does not contemplate applying for a rating.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), at a purchase price of \$_____, which represents the aggregate principal amount of the Bonds (\$_____) less an Underwriter’s discount of \$_____ and [less/ plus] an original issue [discount/premium] of \$_____.

The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

The City has retained First Southwest, a Division of Hilltop Securities Inc., Santa Monica, California, as Municipal Advisor (the “**Municipal Advisor**”) in connection with the planning, structuring and issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The fees of the Municipal Advisor are contingent upon the sale and delivery of the Bonds.

EXECUTION

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

CITY OF ROSEVILLE

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

PLACER COUNTY AND CITY OF ROSEVILLE DEMOGRAPHIC INFORMATION

The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City secured solely by the Special Tax Revenues generated in the District and certain other funds held pursuant to the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 42.26 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and industrial center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2016 was approximately 134,073.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The City's population has increased approximately 1% to 2% per year over the past five years. The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES City, County and State 2013 through 2016

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2013	127,438	362,417	38,239,207
2014	129,822	367,176	38,567,459
2015	131,443	370,238	38,907,642
2016	134,073	373,793	39,255,883

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("EBI") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the County, the State and the United States.

The table on the following page summarizes the total effective buying income for the City, County, State and the United States for the period 2011 through 2015. Effective buying income data is not yet available for calendar year 2016.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2011 through 2015

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2011	City of Roseville	\$3,030,070	\$56,309
	Placer County	9,797,178	55,993
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Roseville	\$3,308,060	\$55,367
	Placer County	9,955,120	55,173
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Roseville	\$3,327,535	\$56,270
	Placer County	9,811,843	56,393
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738

Source: The Nielsen Company (US), Inc.

Employment and Industry

The unemployment rate in the Sacramento--Arden-Arcade--Roseville Metropolitan Statistical Area ("MSA"), which is comprised of El Dorado, Placer, Sacramento and Yolo Counties, was 4.9% in November 2016, down from a revised 5.2% in October 2016, and below the year-ago estimate of 5.6%. This compares with an unadjusted unemployment rate of 5.0% for the State and 4.4% for the nation during the same period. The unemployment rate was 4.8% in El Dorado County, 4.2% in Placer County, 5.0% in Sacramento County and 5.5% in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2011 through 2015.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento-Arden Arcade-Roseville MSA
(El Dorado, Placer, Sacramento, and Yolo Counties)
March 2015 Benchmark
(Annual Averages)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Civilian Labor Force ⁽¹⁾	1,044,400	1,049,500	1,046,800	1,049,200	1,060,200
Employment	920,900	941,100	956,100	974,100	998,100
Unemployment	123,600	108,300	90,800	75,100	62,100
Unemployment Rate	11.8%	10.3%	8.7%	7.2%	5.9%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,200	8,600	8,900	9,200	9,300
Mining and Logging	500	400	500	500	600
Construction	36,900	38,400	43,300	45,400	49,900
Manufacturing	33,200	33,900	34,100	35,400	36,300
Wholesale Trade	23,700	25,200	25,000	24,500	24,600
Retail Trade	89,400	91,800	93,800	95,300	97,500
Transportation, Warehousing and Utilities	21,100	22,000	22,900	23,600	24,600
Information	16,300	15,600	14,800	13,900	14,200
Finance and Insurance	34,700	35,700	36,300	35,500	37,100
Real Estate and Rental and Leasing	12,000	12,500	13,100	13,400	13,900
Professional and Business Services	104,400	111,100	114,600	118,200	119,700
Educational and Health Services	122,500	125,600	130,700	134,300	140,300
Leisure and Hospitality	81,700	84,500	88,700	91,800	94,900
Other Services	28,000	28,600	29,000	30,200	30,800
Federal Government	14,000	13,700	13,500	13,600	13,700
State Government	109,700	108,200	109,900	113,400	115,400
Local Government	100,900	99,600	99,200	100,800	102,900
Total, All Industries	837,100	855,300	878,200	898,800	925,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California Employment Development Department.

Largest Employers

The following table lists the largest manufacturing and non-manufacturing employers within the County as of March 2016.

LARGEST EMPLOYERS County of Placer March 2016 (In Alphabetical Order)

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows	Alpine Meadows	Resorts
AT&T	Auburn	Telephone Companies
Consolidated Communications	Roseville	Communications
County Jail	Tahoe City	Government Offices-County
Flyers Energy	Auburn	Oil & Gas Producers
Hewlett-Packard	Roseville	Computer & Equipment Dealers
Kaiser Foundation Hospitals	Roseville	Hospitals
Kw Commercial	Roseville	Real Estate
Northstar-At-Tahoe Resort	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County of Education	Auburn	Schools
Placer County Sheriff	Auburn	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Alpine Meadows	Resorts
Ritz-Carlton Lake Tahoe	Truckee	Hotels & Motels
Roseville Golf-and-Sun Splash	Roseville	Water Parks
Sheriff's Training	Auburn	Government Offices-County
Sutter Auburn Faith Hospital	Auburn	Hospitals
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino & Resort	Lincoln	Casinos
UNFI Western Region Div	Rocklin	Food Products (whls)
Village Lodge-Sugar Bowl	Norden	Hotels & Motels

Source: California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2017 1st Edition.

The following table sets forth the largest manufacturing and non-manufacturing employers in the City as of 2016.

**LARGEST EMPLOYERS
City of Roseville
2016**

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	4,988
Hewlett Packard	2,300
Sutter Roseville Medical Group	2,100
Union Pacific Railroad Company	1,150
City of Roseville	1,136
Roseville Joint Union High School	1,090
Roseville City School District	1,034
PRIDE Industries	838
Adventist Health System	801
Consolidated Communications	<u>440</u>
Total	15,877

Source: City of Roseville-City Manager's Office, Comprehensive Annual Financial Report, Fiscal Year Ending June 30, 2016.

Construction

The County's 2015-2016 assessment roll totaled \$63.4 billion as compared to the prior year's assessment roll of \$58.2 billion, which reflected an 8.89% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

In May of 2016, the City issued 47 residential single-family building permits and 1 commercial building permit. The City maintains building permit data, which can be viewed on its website.

The following table shows valuations of residential and non-residential building permits issued for calendar years 2011 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION
City of Roseville
(Valuation in Thousands of Dollars)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Permit Valuation</u>					
New Single-family	\$91,310.0	\$249,559.2	\$118,547.9	\$154,499.7	\$262,769.4
New Multi-family	0.0	0.0	6,632.0	15,360.4	0.0
Res. Alterations/Additions	<u>7,329.2</u>	<u>3,082.0</u>	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>
Total Residential	\$98,639.2	\$252,641.2	\$128,575.0	\$174,827.9	\$271,809.3
New Commercial	\$ 707.9	\$16,280.4	\$26,058.9	\$19,546.6	36,704.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	0.0	0.0	2,627.4	10,935.1	9,340.5
Com. Alterations/Additions	<u>67,245.2</u>	<u>31,868.5</u>	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>
Total Nonresidential	\$67,953.1	\$48,148.9	\$74,175.4	\$92,620.6	\$88,799.2
<u>New Dwelling Units</u>					
Single Family	411	663	528	644	927
Multiple Family	<u>0</u>	<u>0</u>	<u>224</u>	<u>0</u>	<u>0</u>
Total New Dwelling Units	411	663	752	644	927

Source: Construction Industry Research Board, Building Permit Summary.

The following table shows residential and non-residential building permits issued within the County for calendar years 2011 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Permit Valuation</u>					
New Single-family	\$230,831.8	\$431,611.6	\$378,286.0	\$523,638.2	\$683,806.3
New Multi-family	6,549.5	11,368.0	7,078.5	48,645.5	21,702.2
Res. Alterations/Additions	<u>62,155.8</u>	<u>35,481.3</u>	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>
Total Residential	\$299,537.1	\$478,460.9	\$435,722.7	\$631,712.2	\$788,086.0
New Commercial	\$ 7,014.3	\$ 44,303.0	\$70,876.0	\$38,343.5	\$88,675.3
New Industrial	860.0	164.0	1,092.0	199.8	1,339.6
New Other	12,112.3	414.5	25,673.5	44,159.8	56,433.7
Com. Alterations/Additions	<u>88,639.9</u>	<u>55,512.0</u>	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>
Total Nonresidential	\$108,626.5	\$100,393.5	\$170,678.5	\$184,680.8	\$226,906.1
<u>New Dwelling Units</u>					
Single Family	802	1,209	1,249	1,620	1,994
Multiple Family	<u>28</u>	<u>111</u>	<u>227</u>	<u>376</u>	<u>240</u>
Total New Dwelling Units	830	1,320	1,476	1,996	2,234

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables. The total taxable sales during the first quarter of calendar year 2015 in the City were reported to be \$1.03 billion, a 5.42% increase over the total taxable sales of \$976.37 million reported during the first quarter of calendar year 2014. Annual figures for 2015 and 2016 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2010 through 2014 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	3,640	2,814,546	4,698	3,251,045
2011	3,405	3,024,189	4,476	3,499,616
2012	3,765	3,332,827	4,861	3,772,583
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The total taxable sales during the first quarter of calendar year 2015 in the County were reported to be \$1.99 billion, a 9.76% increase over the total taxable sales of \$1.81 billion reported during the first quarter of calendar year 2014. Annual figures for 2015 and 2016 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2010 through 2014 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	8,110	4,678,785	11,439	6,017,542
2011	7,803	5,112,781	11,120	6,568,195
2012	8,272	5,613,981	11,621	7,065,597
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	8,520	8,100,167

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D
FORM OF OPINION OF BOND COUNSEL

_____, 2017

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville Fiddymont Ranch Community Facilities
 District No. 5 (Public Facilities) Special Tax Bonds Series 2017

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Roseville (the "City") of \$_____ City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of _____ 1, 2017 (the "Fiscal Agent Agreement") by and between the City for and on behalf of the City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds (the "Resolution"), enter into the Fiscal Agent Agreement, and perform the agreements on its part contained therein, and issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that such interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Resolution and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

[CITY UNDERTAKING]

\$ _____
CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”), dated as of _____, 2017 is executed and delivered by the CITY OF ROSEVILLE (the “City”), for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the “District”), in connection with the execution and delivery of its City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds Series 2017 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of _____ 1, 2017 (the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The City covenants and agrees, for and on behalf of the District, as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s Fiscal Year (currently April 1 based on the City’s Fiscal Year end of June 30).

“Dissemination Agent” means, initially, Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation in accordance with Section 8 of this Disclosure Certificate.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as the original underwriter of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2018, with the report for the 2016-17 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund or construction account.

(iii) Balance in debt service reserve fund, and statement of the reserve fund requirement. Statement of projected reserve fund draw, if any.

(iv) Balance in other funds and accounts held by the City or Fiscal Agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent Fiscal Years.

(vii) Notwithstanding the June 30th reporting date for the Annual Report, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report for which such data is available rather than as of June 30th: The identity of each delinquent taxpayer responsible for 5% or more of total special tax/assessment levied, and for each such taxpayer, the applicable assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, a summary of results of foreclosure sales or transfers shall be provided.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy, including the following information: development status to the extent shown in City records, land use classification, and assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities,

which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City. The initial Dissemination Agent shall be Willdan Financial Services.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save harmless the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding losses, liabilities, costs and expenses due to an Indemnified Party's negligence, willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the holders and beneficial owners from time to time of the Bonds or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all reasonable and documented expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of
City of Roseville Fiddymont Ranch
Community Facilities District No. 5 (Public
Facilities)

By: _____
Authorized Officer

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Fiddymment Ranch Community
Facilities District No. 5 (Public Facilities) Special Tax Bonds,
Series 2017

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City"), on behalf of City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities), has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of _____ 1, 2017 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Authorized Officer

cc: City of Roseville

[DEVELOPER UNDERTAKING]

\$ _____
**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 5 (PUBLIC FACILITIES)
SPECIAL TAX BONDS
SERIES 2017**

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of _____, 2017, is executed and delivered by _____ (the “Developer”) in connection with the execution and delivery by the City of Roseville, for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) (the “District”), of its City of Roseville Fiddymment Ranch Community Facilities District No. 5 (Public Facilities) Special Tax Bonds, Series 2017 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of _____ 1, 2017 (the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Affiliate” of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

“Assumption Agreement” means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner’s development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“Dissemination Agent” means, initially, Willdan Financial Services, or any successor Dissemination Agent designated in writing by the Developer, and which has filed with the Developer, the City and the Fiscal Agent a written acceptance of such designation, and which is

experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“Major Owner” means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current Fiscal Year.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as the original underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means the property owned by the Developer in the District.

“Report Date” means April 1 and October 1 of any Fiscal Year.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing October 1, 2017, file or cause to be filed with the MSRB a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Fiscal Agent (if different from the Dissemination Agent), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this Disclosure Certificate.

The Dissemination Agent, the Fiscal Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to the MSRB by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to the MSRB in substantially the form attached hereto as Exhibit A, with a copy to the Fiscal Agent (if other than the Dissemination Agent), the City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with the MSRB and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with the MSRB.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the Fiscal Agent, the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds;

(ii) at such time as property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes;

(iii) the date on which the Developer prepays, in full, all of the Special Taxes attributable to the Property; or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement in form and substance reasonably satisfactory to the City and the Participating Underwriter. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Fiscal Agent. The initial Dissemination Agent shall be Willdan Financial Services.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Fiscal Agent shall (upon written direction and only to the extent indemnified to its satisfaction from any liability, cost or expense, including fees and expenses of its attorneys), and the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save harmless the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified

Party”), against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including reasonable attorneys’ fees) of defending against any claim of liability, but excluding losses, liabilities, costs and expenses due to an Indemnified Party’s negligence, willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Developer hereunder, and shall not be deemed to be acting in any fiduciary capacity for the Developer, the holders and beneficial owners from time to time of the Bonds or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by or on behalf of the Developer for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all reasonable and documented expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer:

Attn: _____

To the Dissemination Agent:

Willdan Financial Services

Attn: _____

To the City or District:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attn: CFD Administrator

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

DEVELOPER:

By: _____
Authorized Officer

DISSEMINATION AGENT:

Willdan Financial Services

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville, Fiddymont Ranch Community
Facilities District No. 5 (Public Facilities), Special Tax Bonds, Series
2017

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that _____ (the "Developer") has not provided
a Periodic Report with respect to the above-named Bonds as required by the Continuing
Disclosure Certificate of the Developer dated as of the date of issuance of such Bonds. The
Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____

Its: _____

cc: Developer, City of Roseville

EXHIBIT B

PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____, 20__ executed by the undersigned (the "Developer") in connection with the issuance by the City of Roseville (the "City"), for and on behalf of the City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities) (the "District"), of its City of Roseville Fiddymont Ranch Community Facilities District No. 5 (Public Facilities), Special Tax Bonds, Series 2017 (the "Bonds").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer in the District (the "Property"):

Development name: _____

Number of lots (acreage): _____

B. Status of land development or construction activities:

C. Status of building permits and any significant amendments to land use or development entitlements:

D. Aggregate property sold, optioned or leased by the Developer to end users or merchant builders:

Since the Date of
Issuance of the Bonds

Since the Last Periodic
Report

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

Acres* _____
Lots _____
Bldg. Sq. Ft. _____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Status of any land purchase contracts with regard to the Property, whether acquisition of land in the District by the Developer or sales of land in the District to other

property owners, distinguishing between (i) end users (e.g., condominiums), (ii) developers and (iii) merchant builders.

F. With respect to occupied buildings owned and leased by Developer, (i) occupancy percentage and (ii) a rent roll consisting solely of (A) term of lease and (B) number of square feet subject to the lease.

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: _____

By: _____

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and

dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX G

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT



COUNCIL COMMUNICATION

CC #: 8418

File #: 0206

Title: Fiddymment Ranch Community Facilities District No. 1- Bond Refunding

Contact: Jeannine Thrash 916-774-5473 jthrash@roseville.ca.us
Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us
Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the resolution authorizing the issuance and sale of special tax refunding bonds for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District (CFD) No. 1, approving and directing the execution of a Fiscal Agent Agreement, and approving other related documents and actions.

The attached resolution authorizes the execution and delivery of the following documents required for the refunding for Fiddymment CFD No. 1:

- Fiscal Agent Agreement
- Preliminary Official Statement
- Bond Purchase Agreement

BACKGROUND

On September 15, 2004 City Council approved Resolution 04-445, which formed Fiddymment Ranch CFD No. 1, set the special tax formula and approved the issuance of Series 2005 bonds in the principal amount of \$37,350,000. The total authorized debt was set not to exceed \$80,000,000. On July 19, 2006, the City Council approved the Series 2006 issuance for \$42,650,000, which was the remainder of the Fiddymment Ranch authorized debt.

The 2005 and 2006 series bonds have recently been identified for refunding in order to obtain debt service savings. Approximately 74% of the outstanding 2005 and 2006 bonds are being refunded while the remainder will be prepaid with the proceeds of the CFD No. 5 bonds. Based on current market conditions (subject to change), the preliminary cash flows for the Fiddymment Ranch CFD No. 1 refunding project net present value savings of approximately 7% of the refunded par. The refunding cash flow savings are estimated to be approximately \$300,000 per year.

FISCAL IMPACT

There will be no fiscal impact to the City of Roseville. All bond issuance costs will be paid from bond proceeds.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs will be created by this action.

ENVIRONMENTAL REVIEW

The refunding is not considered a "project" as defined by the California Environmental Quality Act (CEQA), Section 15273 of the CEQA guidelines and therefore no CEQA action is required.

Respectfully Submitted,

Jeannine Thrash, Administrative Analyst

Jay Panzica, Chief Financial Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-141

Fiddymment Ranch CFD No. 1-Bond Purchase Agreement

Fiddymment Ranch CFD No. 1- Fiscal Agent Agreement

Fiddymment Ranch CFD No. 1-Preliminary Official Statement

RESOLUTION NO. 17-141

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council (the "Council") of the City of Roseville (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), to form Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$80,000,000 (the "Authorization") and caused bonds to be issued for the District (i) in 2005, in the original principal amount of \$37,350,000 designated City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2005 and (ii) in 2006, in the original principal amount of \$42,650,000 designated City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2006 (together, the "Prior Bonds"); and

WHEREAS, the Prior Bonds are redeemable on September 1, 2017 and interest payment dates thereafter at a redemption price equal to the aggregate principal amount of bonds to be redeemed, plus accrued interest thereon to the redemption date, without premium, and the City desires to refund the Prior Bonds by issuing refunding bonds for the District, and, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City Council, as legislative body of the District, to authorize a series of special tax bonds as refunding bonds for the District designated City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017 (the "2017 Bonds"); and

WHEREAS, there has been submitted to the City Council a form of Fiscal Agent Agreement (the "Fiscal Agent Agreement") between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, and to provide for the issuance of the 2017 Bonds, and the Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order, and now desires to approve the Fiscal Agent Agreement and the issuance of the 2017 Bonds; and

WHEREAS, the City proposes to sell the 2017 Bonds to Stifel, Nicolaus & Company, Inc. (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the 2017 Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of

City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2017 Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:

1. **Findings.** The Council finds and determines that it is prudent in the management of its fiscal affairs and in the best interests of the City and the District to issue the 2017 Bonds for the purpose of providing moneys for the refunding of the Prior Bonds to achieve interest cost savings and that pursuant to the Act the 2017 Bonds are not a part of the Authorization.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the 2017 Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution, and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017" in an aggregate principal amount not to exceed the par amount set forth in Section 7 are hereby authorized to be issued for the purpose of refunding the Prior Bonds. The 2017 Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The 2017 Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the 2017 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the 2017 Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

The City hereby finds that the 2017 Bonds constitute "refunding bonds" within the meaning of the Act because the proceeds thereof will be used to refund the Prior Bonds. For the purposes of these proceedings for the issuance of the 2017 Bonds, the City hereby determines, based on preliminary calculations, that the total net interest cost to maturity on the 2017 Bonds, plus the principal amount of the 2017 Bonds is less than the total net interest cost to maturity of the Prior Bonds plus the principal amount of the Prior Bonds to be refunded.

4. **Fiscal Agent Agreement.** The City Council hereby approves the Fiscal Agent Agreement in the form presented to the Council at this meeting. The City Manager, Chief Financial Officer, Finance Director or such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Fiscal Agent Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the 2017 Bonds

shall be applied by the City for the purposes and in the amounts as set forth in the Fiscal Agent Agreement. The Council hereby authorizes the delivery and performance by the City of the Fiscal Agent Agreement.

5. Covenant to Foreclose. The City hereby covenants, for the benefit of the owners of the 2017 Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of interest or principal of the 2017 Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

6. Approval of Official Statement. The Council hereby approves the Preliminary Official Statement with respect to the 2017 Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2017 Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter the Continuing Disclosure Undertaking in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

7. Approval of Bond Purchase Agreement. The Council hereby approves the Bond Purchase Agreement in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of 2017 Bonds shall not exceed \$55,000,000 or result in an underwriter's discount in excess of 0.90%, and the total interest cost to maturity on the 2017 Bonds plus the principal amount of the 2017 Bonds shall not exceed the total interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds. Subject to the foregoing parameters, the principal amount of the 2017 Bonds may be more than, less than, or the same as the principal amount of the Prior Bonds and savings achieved through the issuance of the 2017 Bonds shall be used for facilities authorized for the District, and an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The Council hereby finds and determines that the sale of the 2017 Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

8. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the District and the sale and issuance of the 2017 Bonds are hereby approved, confirmed and ratified, and the Authorized Officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents (including, without limitation, an escrow agreement or irrevocable refunding instructions for the redemption of the Prior Bonds), which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2017 Bonds in accordance with this resolution, and any certificate, agreement, and other document described in the documents

herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer (including any person holding such office on an interim basis) or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

* * * * *

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the ____ day of _____, 2017, by the following vote of the City Council:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Mayor

ATTEST:

City Clerk

§ _____
**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

BOND PURCHASE AGREEMENT

_____, 2017

City of Roseville
311 Vernon Street,
Roseville, California 95678

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of the Underwriter, offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the City of Roseville, California (the “City”) acting on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the “District”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and are not acting as a Municipal Advisor (as defined in Section 15B of The Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2017 (the “Bonds”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall

be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing September 1, 2017) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent (the "Fiscal Agent"), dated as of _____ 1, 2017 (the "Fiscal Agent Agreement"), approved by Resolution No. _____ adopted by the City Council of the City (the "City Council"), acting as the legislative body of the District, on _____, 2017 (the "Resolution of Issuance"). The Bonds and interest thereon will be payable from a special tax (the "Special Tax") levied and collected on the taxable land within the District in accordance with Resolution of Intention adopted by the City Council on August 4, 2004, and Resolution No. 04-431 adopted by the City Council on September 15, 2004 (together with the Resolution of Intention, the "Resolution of Formation"). Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the "Law"), to (i) refund the District's outstanding Special Tax Bonds, Series 2005 (the "Series 2005 Bonds"); (ii) refund the District's outstanding Special Tax Bonds, Series 2006 (together, with the Series 2005 Bonds, the "Prior Bonds"); (iii) establish a debt service reserve fund for the Bonds; and (iv) pay the costs of issuing the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. _____, adopted by the City Council on _____, 2004, are collectively referred to herein as the "District Resolutions."

(c) At or prior to the acceptance hereof by the City, the City shall cause to be delivered to the Underwriter a 15c2-12 Certificate of the City, dated as of the date of this Purchase Agreement (the "City Certificate"), in substantially the form attached hereto as Exhibit B, with only such changes therein as shall have been accepted by the Underwriter.

(d) Subsequent to its receipt of the City Certificate deeming the Preliminary Official Statement for the Bonds, dated _____, 2017 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the "Preliminary Official Statement"), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the "Official Statement")), the Fiscal Agent Agreement, the Continuing Disclosure Agreement of the City (the "City Disclosure Agreement"), this Purchase Agreement, the Escrow Agreement, dated as of _____ 1, 2017, by and between the City for and on behalf of the District and the Fiscal Agent acting as fiscal agent for the Prior Bonds (the "Escrow Agreement"), and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the "MSRB") through the Electronic Municipal Marketplace Access

website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on _____, 2017, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “Closing Date”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Bond Counsel, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “Closing”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) Except as otherwise disclosed in writing and agreed to by the City, the Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A “bona fide public offering” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold. The Underwriter shall provide to the City on the Closing Date a certificate stating, among other things, that the Underwriter made a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “State”) and has duly authorized the formation of the District pursuant to the Resolution of Formation and the Law. The City Council, as the legislative body of the District, has duly adopted the District Resolutions, and has caused to be recorded in the real property records of Placer County a Notice of Special Tax Lien (the “Notice of Special Tax Lien”) (such District Resolutions and Notice of Special Tax Lien being collectively referred to herein as the “Formation Documents”). Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The District is duly organized and validly existing as a community facilities district under the laws of the State of California. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Purchase Agreement and the City Disclosure Agreement, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent

Agreement, the Escrow Agreement, this Purchase Agreement, and the City Disclosure Agreement (collectively, the “District Documents”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within the District and the issuance of the Bonds and recorded the Notice of Special Tax Lien which established a continuing lien on the land within the District securing the payment of the Special Tax, (iii) authorized and approved the execution, delivery and due performance by the City for the District of the Bonds and the District Documents, (iv) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement, and (v) authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions on its part contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax), the Bonds and the Official Statement and at the Closing Date, the Formation Documents will be in full force and effect and the District Documents and the Bonds will constitute the valid, legal and binding obligations of the City for the District and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable upon the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors’ rights in general and to the application of equitable principles if equitable remedies are sought.

(d) To the best of the City’s knowledge, neither the District nor the City is in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City is a party or is otherwise subject or bound, a consequence of which would be to materially and adversely affect the performance by the District or the City of their obligations under the Bonds, the Formation Documents or the District Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the District or the City, as the case may be, is a party or is otherwise subject or bound.

(e) Except for compliance with the blue sky or other states securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would

materially adversely affect, the performance by the City of its obligations hereunder, or under the Formation Documents or the District Documents, have been obtained and are in full force and effect.

(f) The Special Tax constituting the security for the Bonds has been duly and lawfully authorized and may be levied under the Law, the State Constitution and the applicable laws of the State, and the Special Tax, when levied, will constitute a valid and legally binding continuing lien on the properties on which it has been levied.

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. Until the date which is twenty-five (25) days after the “end of the underwriting period” (as hereinafter defined), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriter’s opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term “end of the underwriting period” means the later of such time as (i) the City delivers the Bonds to the Underwriter, or (ii) the Underwriter do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy

of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and the Escrow Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT — The Developer” and in Appendix C and Appendix F thereto, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT — The Developer” and in Appendix C and Appendix F thereto, as to which no view is expressed) as of its date and on the Closing Date shall be, true and correct in all material respects and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final printed form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is, and has always been, in material compliance with respect to all reporting obligations in the last five years that it has undertaken under Rule 15c2-12 for all indebtedness issued by the City.

(p) Except as otherwise disclosed in the Preliminary Official Statement, the Formation Documents have not been amended, terminated, rescinded or modified.

(q) The City shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the City as set forth in this Purchase Agreement.

(r) The City shall cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate.

(s) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Jones Hall, A Professional Corporation ("Jones Hall"), Bond Counsel for the City, and Stradling Yocca Carlson & Rauth, a Professional Corporation ("Stradling"), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court

established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the District or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects proposed development of property within the District;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the Trust Indenture Act of 1939, as amended; or

(13) filing of or threat of litigation of the type described in Section 2(i) hereof.

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Formation Documents and the District Documents, together with a certificate dated as of the Closing Date of the City Clerk of the City to the effect that each Formation Document is a true, correct and complete copy of the one duly adopted by the City Council;

(2) The Official Statement;

(3) An approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Jones Hall, Bond Counsel for the City, in the form attached to the Preliminary Official Statement as Appendix D, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

(4) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Jones Hall, Bond Counsel for the City, to the effect that (i) this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY FOR THE BONDS," "LEGAL MATTERS – Tax Matters" and Appendices D and G thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds; and (iv) the Prior Bonds have been discharged in accordance with the applicable fiscal agent agreement pursuant to which they were issued;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, counsel for the Underwriter, to the effect that (i) the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (ii) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the City, Bond Counsel, representatives of the Underwriter, and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need to be expressed as to any information relating to The Depository Trust Company, or any information relating to CUSIP numbers, or with respect to any financial or statistical data or forecasts or estimates or assumptions or any expressions of opinion or appraised or assessed valuations);

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the

Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California and the District is duly organized and validly existing as a community facilities district under the laws of the State of California, and the City has full legal right, power and authority to issue the Bonds and to perform all of its obligations under the Formation Documents and the District Documents; (iii) the City has obtained all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which constitute a condition precedent to the levy of the Special Tax, the issuance of the Bonds or the performance by the City of its obligations thereunder or under the Fiscal Agent Agreement, except that no opinion need be expressed regarding compliance with blue sky or other securities laws or regulations, whatsoever; (iv) the City Council has duly and validly adopted the Formation Documents at meetings of the City Council which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Formation Documents are now in full force and effect and have not been amended; and (v) the City has duly authorized, executed and delivered the District Documents and the Bonds and has duly authorized the preparation and delivery of the Official Statement;

(8) One or more certificates dated the Closing Date from Willdan Financial Services (the "Special Tax Consultant") addressed to the City and the Underwriter to the effect that (i) the amount of the Special Taxes that could be levied in each Fiscal Year on all Parcels (as defined in the Rate and Method of Apportionment of Special Tax for the District) of Taxable Property in the District less Administrative Expenses (as defined in the Rate and Method of Apportionment of Special Tax for the District) of 1%, is at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal

Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Certificate of ATC Realty One, LLC, a Delaware limited liability company (the “Developer”) in connection with the printing of the Preliminary Official Statement dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit C hereto (the “Developer Certificate”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Developer dated the Closing Date, to the effect that the representations in the Developer Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Developer Certificate shall be deemed references to the final Official Statement);

(12) G-17 letter from the Underwriter acknowledged by the City;

(13) A letter of Jones Hall, as disclosure counsel to the City (“Disclosure Counsel”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(14) A certificate from Seevers Jordan Ziegenmeyer (the “Appraiser”) consenting to the inclusion of their appraisal report (the “Appraisal”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(15) A certificate of Hilltop Securities, Inc., as municipal advisor to the City (the “Municipal Advisor”), dated as of the Closing Date, in form and substance satisfactory to Disclosure Counsel, Bond Counsel and the Underwriter; and

(16) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City’s representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further

obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

4. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 3(d)(3) hereof, dated as of the Closing Date.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and Lumesis and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Anna Van Degna, Director.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

12. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Managing Director

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and
on behalf of the City's Fiddymont Ranch
Community Facilities District No. 1 (Public
Facilities)

By: _____
Chief Financial Officer

Time: ____ a.m./p.m.

EXHIBIT A

MATURITY SCHEDULE

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

<i>Maturity Date (September 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>Yield</i>	<i>Price</i>
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The purchase price of the Bonds shall be \$_____, which is the principal amount thereof (\$_____) plus a net original issue premium of \$_____ and less Underwriter's discount of \$_____.

EXHIBIT B

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he is the Chief Financial Officer of the City of Roseville, California (the "City"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2017 (the "Bonds") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended (the "Rule");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated _____, 2017 setting forth information concerning the Bonds and the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "Preliminary Official Statement"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "Permitted Omissions" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____, 2017.

CITY OF ROSEVILLE, CALIFORNIA

By: _____
Its: Chief Financial Officer

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1
(PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

CERTIFICATE OF ATC REALTY ONE, LLC

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville (the “City”), for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the “District”), and Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), ATC Realty One, LLC, a Delaware limited liability company (the “Developer”), hereby certifies, represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

- (1) The undersigned is duly authorized to execute this Certificate on behalf of the Developer.
- (2) This Certificate is delivered in connection with the offering and sale of the Bonds pursuant to the Bond Purchase Agreement.
- (3) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement (including all appendices, the “Preliminary Official Statement”), setting forth information about, among other things, the current and anticipated development within the District.
- (4) All of the information in the Preliminary Official Statement describing or relating to the Developer and the plan of development within the District under the captions in the Preliminary Official Statement entitled “THE DISTRICT—Current and Anticipated Development in the District,” “—Development Agreement,” “—Merchant Builder Development” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT,” does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- (5) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body naming the Developer as a party, is pending (based upon service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, overtly threatened in writing which challenges or questions the validity or enforceability of the Bonds, the Formation Documents or the District Documents.
- (7) As used in this Certificate, the term “Actual Knowledge of the Undersigned” means the actual (as opposed to constructive) knowledge that the undersigned currently has as of the date of this Certificate or has obtained from (i) interviews with such current officers and responsible employees of the Developer as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this

Certificate, and/or (ii) a review of such documents as the undersigned determined were reasonably necessary to obtain knowledge of the matters set forth in this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations. The Developer has not contacted individuals who are no longer employed by the Developer.

(8) All capitalized terms not otherwise defined herein shall have the meaning set forth in the Bond Purchase Agreement.

Dated: _____, 2017

ATC REALTY ONE, LLC

By: _____

Name: _____

Title: _____

FISCAL AGENT AGREEMENT

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of _____, 2017

Relating to:

**\$ _____
City of Roseville
Fiddymont Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds
Series 2017**

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FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into as of _____ 1, 2017, by and between the City of Roseville, California, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 04-445 of the City Council adopted on September 15, 2004; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, following a vote of landowners in the District authorizing the levy of a special tax, the City Council, as legislative body of the District, authorized the issuance of special tax bonds of the City for the District in the maximum principal amount of not to exceed \$80,000,000 (the "Authorization") and caused bonds to be issued for the District (i) in 2005, in the original principal amount of \$37,350,000 designated City of Roseville Fiddymment Ranch Communities Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2005 and (ii) in 2006, in the original principal amount of \$42,650,000 designated City of Roseville Fiddymment Ranch Communities Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2006 (together, the "Prior Bonds"); and

WHEREAS, under the provisions of the Act, on _____, 2017, the City Council of the City adopted its Resolution No. 16-_____ (the "Resolution"), which resolution, among other matters, authorized the issuance of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017 to refund a portion of the Prior Bonds; and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds (as defined herein) that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds and any additional bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Additional Bonds" means any series of bonds other than the 2017 Bonds issued pursuant to Section 5.17 hereof.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year and each Series of Outstanding Bonds, the sum of (i) the interest due on the respective Series of Outstanding Bonds in such Bond Year, assuming that such Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the respective Series of Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"Authorized Officer" means the City Manager, Treasurer, Chief Financial Officer, Finance Director, City Attorney or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2017.

"Bonds" means the 2017 Bonds and any Additional Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"City" means the City of Roseville, California, and any successor thereto.

"Closing Date" means _____, 2017, the date upon which there is a physical delivery of the 2017 Bonds in exchange for the amount representing the purchase price of the 2017 Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Agreement, dated as of the Closing Date, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent, including its first annual administration fee, and expenses and fees of counsel to the Fiscal Agent, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) formed pursuant to the Resolution of Formation.

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, dated as of _____ 1, 2017, by and between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including,

without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or passthrough obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

"Finance Director" means the duly acting Finance Director of the City, or if the City has no Finance Director, such officer of the City serving a similar role.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing _____ 1, 20__.

"Maximum Annual Debt Service" means, for each Series of Outstanding Bonds, the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of the respective Series of Outstanding Bonds.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or "Bondowner" means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent is entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

- (i) Federal Securities;
- (ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and (d) bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;
- (iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent and its affiliates), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;
- (iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus and undivided profits of such bank shall be not less than \$100 million; (c) the repurchase obligation under any such repurchase obligation shall be required to be performed in not more than thirty (30) days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures

described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above, such funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services or for which the Fiscal Agent or an affiliate of the Fiscal Agent serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (a) the Fiscal Agent or an affiliate of the Fiscal Agent receives and retains a fee for services provided to the fund, (b) the Fiscal Agent collects fees for services rendered pursuant to this Agreement, which fees are separate from the fees received from such funds, and (c) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Fiscal Agent or an affiliate of the Fiscal Agent;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper which at the time of purchase is of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000) and having an "AA" or higher rating for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program; or

(xiii) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Fiscal Agent shall be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement.

(xiv) any other lawful investment for City funds.

"Prepayment" means moneys received by the City from the prepayment of Special Taxes as provided in the "Rate, Method of Apportionment, and Manner of Collection of Special Tax" applicable to the District.

"Prepayment Account" means the account within the Bond Fund by that name established pursuant to Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Prior Bonds" means, collectively, (i) the City of Roseville Fiddymont Ranch Communities Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2005, issued in the original principal amount of \$37,350,000, and (ii) the City of Roseville Fiddymont Ranch Communities Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2006, issued in the original principal amount of \$42,650,000.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the "AA" category (without regard to modifier) or higher by S&P or Moody's at the time of issuance; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.03.

"Record Date" means the fifteenth (15th) day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means an amount equal to the lesser of (a) Maximum Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, (b) 125% of the average Annual Debt Service on the respective Outstanding Bonds covered by the Reserve Fund, as calculated at the time of issuance thereof, or (c) ten percent (10%) of the original principal amount of the respective Bonds covered by the Reserve Fund (or the issue price of the respective Bonds excluding accrued interest, if the net original issue discount or premium is less than 98% or more than 102% of the principal amount of the respective Bonds), as calculated by the City; provided, that (1) in no event shall the City, in connection with the issuance of Additional Bonds covered by the Reserve Fund pursuant to a Supplemental Agreement be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement shall, in connection with the issuance of such Additional Bonds, be increased only by the amount of such deposit as permitted by the Code, and (2) the District may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund in accordance with Section 4.03(A).

"Resolution" means Resolution No. 17-____ adopted by the City Council of the City on _____, 2017, which resolution, among other matters, authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 04-445, adopted by the City Council of the City on September 15, 2004, establishing the District for the purpose of providing for the financing of certain public facilities in and for such District.

"Securities Depositories" means The Depository Trust Company, New York, New York; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Series" means a series of Bonds issued under this Fiscal Agent Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently 1%).

"Special Taxes" means the special taxes levied within the District pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the City under the Act and which agreement is

amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Term 2017 Bonds" means the 2017 Bonds maturing on September 1, _____ and September 1, _____.

"Treasurer" means the duly acting Treasurer of the City, or if the City has no Treasurer, the Chief Financial Officer, the Finance Director or other officer of the City serving a similar role.

"2017 Bonds" means the City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2017.

"2017 Reserve Account" means the account within the Reserve Fund by that name established pursuant to Section 4.03(A) hereof.

ARTICLE II
THE 2017 BONDS

Section 2.01. Principal Amount; Designation. The 2017 Bonds in the aggregate principal amount of _____ (\$_____) are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2017 Bonds shall be designated the "City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017."

Section 2.02. Terms of the 2017 Bonds.

(A) Form; Denominations. The 2017 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The 2017 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of the 2017 Bonds. The 2017 Bonds shall be dated the Closing Date.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2017 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2017 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2017 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2017 Bonds shall be issued as serial bonds and term bonds and shall mature and become payable as follows:

Maturity Date (Sept. 1)	Principal Amount	Interest Rate	Maturity Date (Sept. 1)	Principal Amount	Interest Rate
	\$	%		\$	%

(E) Interest. The 2017 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2017 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2017 Bond, interest is

in default thereon, such 2017 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2017 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2017 Bonds; provided that so long as any 2017 Bonds are in book-entry form, payments with respect to such 2017 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2017 Bonds and any premium on the 2017 Bonds are payable in lawful money of the United States of America upon surrender of the 2017 Bonds at the Principal Office of the Fiscal Agent. All 2017 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2017 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2017 Bonds shall be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as shall be specified by an Officer's Certificate of the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	
September 1, _____ and thereafter	

(ii) Mandatory Redemption From Prepayments. The 2017 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2017 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and Interest Payment Dates thereafter	

(iii) Mandatory Sinking Fund Redemption. The Term 2017 Bonds maturing September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____ respectively, and on each

September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2017 Bonds Due September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
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(maturity)

Term 2017 Bonds Due September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
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(maturity)

The amounts in the foregoing tables shall be reduced pro rata, at the direction of the City in an Officer's Certificate, in order to maintain substantially level debt service, as a result of any prior partial optional or mandatory redemption of the Term 2017 Bonds pursuant to Section 2.03(A)(i) or (ii) above. In the event of a redemption pursuant to Section 2.03(A)(i) or (ii), the City shall provide the Fiscal Agent with a revised sinking fund schedule giving effect to the redemption so completed.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2017 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2017 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2017 Bonds pursuant to Section 2.03(A)(i) and (ii) not less than sixty (60) days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent; Rescission. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2017 Bonds designated for redemption, at their addresses appearing

on the 2017 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2017 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2017 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2017 Bond numbers of the 2017 Bonds to be redeemed by giving the individual CUSIP number and 2017 Bond number of each 2017 Bond to be redeemed or shall state that all 2017 Bonds between two stated 2017 Bond numbers, both inclusive, are to be redeemed or that all of the 2017 Bonds of one or more maturities have been called for redemption, shall state as to any 2017 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2017 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2017 Bonds will not accrue from and after the redemption date.

Upon the payment of the redemption price of 2017 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2017 Bonds being redeemed with the proceeds of such check or other transfer.

The City has the right to rescind any notice of the redemption of 2017 Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2017 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Whenever provision is made in this Agreement for the redemption of less than all of the 2017 Bonds of any maturity, the Fiscal Agent shall select the 2017 Bonds to be redeemed, from all 2017 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of 2017 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2017 Bond or 2017 Bonds, of the same series and maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the 2017 Bond or 2017 Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2017 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2017 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2017 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2017 Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The 2017 Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or mandatory tender, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of prepayment and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sums or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the prepayment or redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 (with respect to the 2017 Bonds) or as authorized in any supplemental agreement (with respect to any Additional Bonds) and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2017 Bonds.

The proceeds of the purchase of the 2017 Bonds by the Original Purchaser in the amount of \$_____ (representing the principal of amount of the 2017 Bonds, [less a net aggregate original issue discount of \$_____,] less an underwriter's discount of \$_____), shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Transfer to the Escrow Agent under the Escrow Agreement
\$_____;
- (ii) Deposit in the 2017 Reserve Account of the Reserve Fund,
\$_____, equaling the initial amount of the Reserve Requirement;
- (iii) Deposit in the Costs of Issuance Fund \$_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Treasurer, the Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Special Tax Fund, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City (other than as a result of Prepayments) and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and within such fund, a Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the terms hereof, but no later than ten (10) Business Days after such receipt or transfer, the Treasurer shall withdraw from the Special Tax Fund and transfer to the Fiscal Agent for deposit: (i) in the Bond Fund, an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond

Year; (ii) in the Reserve Fund, an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 2nd of each year transfer to the Surplus Account the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay for authorized facilities or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. [Reserved].

Section 3.05. Costs of Issuance Fund.

(A) Establishment of Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2017 Bonds.

(B) Disbursement. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by an Authorized Officer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the Bonds. Each such Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the Costs of Issuance Fund for a period of 3 months, from the Closing Date of the Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Treasurer for deposit by the Treasurer in the Special Tax Fund. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Treasurer or Finance Director for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund, the Reserve Fund and, until disbursed as provided herein, the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Bond Fund, to the credit of which deposits shall be made as required by clause (i)(a) of Section 3.03(B), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

Within the Bond Fund there is hereby established the Prepayment Account, which shall be used exclusively for the administration of any prepayments of Special Taxes to assure the timely redemption of Bonds. Monies in the Prepayment Account shall be used to redeem Bonds on the redemption date specified in the notice to the Fiscal Agent given pursuant to Section 2.03(A)(ii). In the event all of the Special Taxes are prepaid in full, the Prepayment Account shall be closed.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds under Section 2.03(A)(i).

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any Series of Bonds, the Fiscal Agent shall withdraw from the respective reserve account within the Reserve Fund established for such Series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal

Agent shall provide written notice to the Treasurer and Finance Director of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Treasurer and Finance Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Treasurer and Finance Director in writing of such fact, and the Treasurer or Finance Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Fiddyment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Reserve Fund, and within the Reserve Fund shall be established a 2017 Reserve Account, to the credit of which a deposit shall be made as required by Section 3.02 and deposits shall be made as provided in Section 3.03(B). For each respective Series of Additional Bonds covered by the Reserve Fund, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for each such Series. Moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of [the respective Series of Bonds][all Outstanding Bonds covered by the Reserve Fund] as a reserve for the payment of principal of, and interest on, [the respective Series of Bonds][all Outstanding Bonds covered by the Reserve Fund] and shall be subject to a lien in favor of the Owners of such Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not,

of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective Series of Bonds on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Treasurer and the Finance Director.

To the extent the Fiscal Agent is required to draw on amounts in the Reserve Fund, the Fiscal Agent shall draw on such amounts from any accounts within the Reserve Fund on a pro rata basis based upon the amounts produced by calculating the Reserve Requirement for each Series of Bonds related to such accounts; provided, that because the accounts are established within the Reserve Fund solely for the purpose of complying with federal tax law, nothing in this Section shall be construed to limit the availability of amounts in any account within the Reserve Fund to pay debt service on any Series of Bonds.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Treasurer and Finance Director of the amount of the excess. The Treasurer or Finance Director shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to Section 4.03(D) and 6.02 below, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess from the Reserve Fund to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the Reserve Fund in accordance with Section 4.02; provided, however, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds as provided in an Officer's Certificate in accordance with Section 2.03(B), such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds covered by the Reserve Fund, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on

the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all such Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds covered by the Reserve Fund, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the respective Series of Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Reserve Fund to be used and disbursed as provided in this Section 4.03.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in certain funds created hereunder as, and to the extent, set forth in Section 4.01.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund, the Reserve Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent may establish and maintain for so long as is necessary one or more temporary funds and accounts under this Agreement.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their

rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. [Reserved].

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five (5) Business Days of each June 1, the Fiscal Agent shall provide the Treasurer and Finance Director with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Treasurer and Finance Director shall in no way affect the obligations of the Treasurer or Finance Director under the following two paragraphs. Upon receipt of such notice, the Treasurer and Financial Director shall communicate with each other and/or their designees to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Finance Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the City shall prepare and supply the California Debt and Investment Advisory Commission ("CDIAC"), by mail, postage prepaid, with the information required under Section 53359.5(b) of the Act. Not later than January 1 of the year following issuance of the Bonds, and at least once a year thereafter, the Finance Director shall file a report with the City Council in accordance with the requirements of Government Code Section 53411, which report shall contain: (a) the amount of Special Taxes collected and expended; and (b) if applicable, the status of the Project financed by the District. In addition, no later than seven months after the end of the City's fiscal year, the City shall prepare and supply to CDIAC the information required by Section 8855(k) of the Government Code. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If at any time the Fiscal Agent fails to pay principal and interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal and interest on the Bonds, the Fiscal Agent shall notify the Finance Director of such failure or withdrawal in writing. An official of the City shall notify CDIAC pursuant to Government Code Section 53359.5(c) within 10 days of the occurrence of any of the following events: (i) the scheduled principal or interest on the Bonds is not paid; or (ii) a draw on the Reserve Fund to pay to pay principal and interest on the Bonds which draw causes the Reserve Fund to be reduced to an amount less than the Reserve Requirement.

(C) Amendment. The reporting requirements of this Section shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to the applicable provisions of the Government Code, including the Act.

(D) Reports to Bondowners. The Finance Director shall provide copies of any reports required by this Section to any Bondowner upon the written request of a Bondowner and payment by the person requesting the information of the cost of the City to photocopy and pay any postage or other delivery cost to provide the same, as determined by the Finance Director.

The term “Bondowner” for purposes of this Section shall include any beneficial owner of the Bonds as described in Section 2.12.

(E) No Liability. None of the City and its officers, agents and employees, the Treasurer or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Placer relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than five percent (5%) of the total amount of the Special Tax levied in such Fiscal Year, it will within thirty (30) days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner. The Treasurer or Finance Director shall notify legal counsel of any such delinquency of which it is aware, and such legal counsel shall commence, or cause to be commenced, such actions to collect such delinquencies and subsequent foreclosure proceedings in such a manner as such counsel deems appropriate.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. No Additional Bonds. The City covenants not to issue additional Bonds payable from Special Taxes and by the Special Tax Revenues equally and ratably with Bonds previously issued, except that the City may issue bonds to refund all or part of the Bonds.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.12 and 6.02 hereof, the City will take into account redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the closing date of the Bonds, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder provided, however, that any such investment shall be made by the Fiscal Agent only if, prior to the date on which such investment is to be made, the Fiscal Agent shall have received an Officer's Certificate specifying a specific money market fund and, if no such Officer's Certificate is so received, the Fiscal Agent shall hold such moneys uninvested and notify the Treasurer or Finance Director that it is doing so until further direction is received from the Treasurer or Finance Director. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Treasurer shall be invested by the Treasurer in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent, Treasurer or Finance Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent, the Treasurer or the Finance Director shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the City at their present value (within the meaning of Section 148 of the Code). For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer hereunder, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Treasurer, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Finance Director in writing of the amount of the shortfall and the Finance Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses. The Fiscal Agent may rely conclusively upon the City's determinations, calculations and certifications required by this Section. The Fiscal Agent shall have no responsibility to independently make any calculation or determination or to review the City's calculations hereunder.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. The Bank of New York Mellon Trust Company, N.A., at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within thirty (30) days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information,

statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of unavoidable delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

The Fiscal Agent shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

The permissive right of the Fiscal Agent to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means by an Authorized Officer (or his or her designee) ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Fiscal Agent an incumbency certificate for each person with the authority to provide such Instructions and containing specimen signatures of such persons, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer (or designee) listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer (or designee). The City shall be responsible for ensuring that only Authorized Officers (or their designees) transmit such Instructions to the Fiscal Agent and that the City is solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the

Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such

modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished, upon request, an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums; or

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City (i) under Section 5.13 (Maintenance of Tax-Exemption) and (ii) to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Roseville
311 Vernon Street
Roseville, California 95678
Attention: Finance Director
Fax: (916) 746-1220

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by electronic means (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

The Bank of New York Mellon Trust Company, N.A.
100 Pine Street, Suite 3200
San Francisco, CA 94111
Attention: Corporate Trust Administration

Fax: (415) 399-1647

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the City of Roseville, 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 Fiscal Agent has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation, for and on behalf
of City of Roseville Fiddymont Ranch
Community Facilities District No. 1
(Public Facilities)

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent

BY: _____
its: _____

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
JAY PANZICA
Chief Financial Officer

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____

\$ _____

CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1
SPECIAL TAX REFUNDING BONDS SERIES 2017

INTEREST RATE:

MATURITY DATE:

BOND DATE:

CUSIP:

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax Revenues (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing _____ 1, 20__ (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolutions of the City Council of the City on _____, 2017 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-

Roos Act") for the purpose of refunding two series of special tax bonds previously issued by the City for and on behalf of the City, and is one of the bonds designated "City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2017, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from Special Tax Revenues and the amounts in certain funds held under the Agreement. "Special Tax Revenues" means the proceeds of the special taxes ("Special Taxes") levied under the Mello-Roos Act in the District that are received by the City, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the special taxes, net of a 1% administration charge of the County (as such charge may be changed in the future).

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds shall be subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as shall be specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through September 1, _____ March 1, _____ and thereafter	

The Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through September 1, _____ March 1, _____ and Interest Payment Dates thereafter	

The Term Bonds maturing September 1, _____, September 1, _____, September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, 20____, September 1, 20____, and September 1, 20____ respectively, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
---	--------------------------------------

(maturity)

Term Bonds Maturing September 1, _____

Mandatory Redemption Date <u>September 1)</u>	Sinking Fund <u>Payment</u> \$
---	--------------------------------------

(maturity)

The amounts in the foregoing tables shall be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof

shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this Bond to be dated _____, 2017 and to be signed by the Mayor of the City and countersigned by the City Clerk of the City.

Mayor

City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2017

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2017**NEW ISSUE--FULL BOOK-ENTRY****NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earnings. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "LEGAL MATTERS – Tax Exemption" herein.

\$ _____ *

**CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017**

Dated: Date of Delivery

Due: September 1, as shown on inside cover

The City of Roseville (the "City") is issuing the above-captioned bonds (the "Bonds") for its Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the "District") under the Mello-Roos Community Facilities Act of 1982 (the "Act"), the Resolution of Issuance (as defined herein), and a Fiscal Agent Agreement, dated as of _____ 1, 2017 (the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). See "THE BONDS – Authority for Issuance."

The Bonds are being issued to (i) refund all of the outstanding City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005, (ii) refund all of the outstanding City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2006, (iii) establish a debt service reserve fund for the Bonds, and (iv) pay the costs of issuing the Bonds. See "FINANCING PLAN."

The Bonds are payable from the Special Tax Revenues (as defined herein) received by the City from special taxes levied on property within the District according to the rate and method of apportionment of special tax for the District. The Bonds are secured by a first pledge of the Special Tax Revenues and the moneys on deposit in certain funds held by the Fiscal Agent under the Fiscal Agent Agreement. No additional bonds, other than refunding bonds, may be issued for the District. See "SECURITY FOR THE BONDS."

Interest on the Bonds is payable on September 1, 2017, and semiannually thereafter on each March 1 and September 1. The Bonds will be issued in denominations of \$5,000 or integral multiples of \$5,000. The Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. See "THE BONDS – Description of the Bonds" and "APPENDIX F – DTC and the Book-Entry Only System."

The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid special taxes. See "THE BONDS – Redemption."

The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the "State") or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues as more fully described in this Official Statement.

MATURITY SCHEDULE

(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the Bonds involves risks that may not be appropriate for some investors. See "SPECIAL RISK FACTORS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the Bonds.

The Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, is also serving as disclosure counsel to the City. Certain matters will be passed upon for the City by the City Attorney, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about _____, 2017.

[Stifel logo]

The date of this Official Statement is: _____, 2017.

*Preliminary; subject to change.

MATURITY SCHEDULE

\$ _____ Serial Bonds
(Base CUSIP†:)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†
---------------------------	---------------------	------------------	-------	-------	--------

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. _____

\$ ____ % Term Bond due September 1, 20____, Yield: ____%, Price: ____%
CUSIP† No. _____

† CUSIP Copyright 2017, CUSIP Global Services, and a registered trademark of American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of American Bankers Association by S&P Global Services, managed by Standard & Poor's Capital IQ. Neither the City nor the Underwriter takes any responsibility for the accuracy of the CUSIP data.

CITY OF ROSEVILLE, CALIFORNIA

City Council

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

City Staff

Rob Jensen, *City Manager*
Jay Panzica, *Chief Financial Officer*
Robert R. Schmitt, *City Attorney*
Sonia Orozco, *City Clerk*

SPECIAL SERVICES

Bond Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor

Hilltop Securities Inc.
Encino, California

Appraiser

Seevers Jordan Ziegenmeyer
Rocklin, California

Special Tax Consultant

Willdan Financial Services
Temecula, California

Fiscal Agent

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

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APPENDIX F	–	DTC and the Book-Entry Only System
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GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District or the City, in any press release and in any oral statement made with the approval of an authorized officer of the District or the City, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions may identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or the City since the date hereof.

Limit of Offering. No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Involvement of Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof. All summaries of the Fiscal Agent Agreement or other documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXCEPTION FROM THE REGISTRATION REQUIREMENTS CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains an Internet website, but the information on that website is not incorporated in this Official Statement.

OFFICIAL STATEMENT

\$ _____ *

CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017

This Official Statement, including the cover page, inside cover and attached appendices, is provided to furnish information regarding the bonds captioned above (the “**Bonds**”) to be issued by the City of Roseville (the “**City**”) on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the “**District**”).

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See “APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement.”

INTRODUCTION

This introduction is not a summary of the entire Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained throughout the Official Statement, including the cover page, inside cover and attached appendices, and documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Authority for Issuance. The Bonds are issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq.*, of the Government Code of the State of California) (the “**Act**”) and pursuant to a Fiscal Agent Agreement dated as of _____, 2017 (the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”), and a resolution (the “**Resolution of Issuance**”) adopted on _____, 2017 by the City Council of the City (the “**City Council**”), as legislative body of the District. See “THE BONDS – Authority for Issuance.”

The City and the County. The City is located in central Placer County (the “**County**”) within the greater Sacramento region. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. For economic and demographic information regarding the area in and around the City, see “APPENDIX C – Placer County and City of Roseville Demographic Information.”

Description of the Bonds. The Bonds will be issued in denominations of \$5,000 or any integral multiple of \$5,000. Interest is payable semiannually on each March 1 and September 1,

* Preliminary; subject to change.

commencing September 1, 2017. The Bonds will be initially issued only in book-entry form and registered to Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Trustee to DTC, which remits such payments to its Participants for subsequent distribution to the registered owners as shown on the Trustee's books. See "THE BONDS."

Purpose of the Bonds; Concurrent Prepayment of Special Tax. Proceeds of the Bonds will be used primarily to refund a portion of the outstanding "City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2005" (the "**2005 Bonds**") and all of the outstanding "City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2006" (the "**2006 Bonds**") and together with the 2005 Bonds, the "**Prior Bonds**"). Proceeds of the Bonds will also be used to establish a debt service reserve fund for the Bonds and pay costs of issuance.

Concurrently with the issuance of the Bonds, ATC Realty One, LLC (the "**Developer**"), a Delaware limited liability company and developer of certain property in the District and in the City of Roseville Fiddymont Ranch No. 5 (Public Facilities) ("**CFD No. 5**"), along with Fiddymont 116 Lots LLC, an affiliate of Signature Homes, is expected to prepay all of the special taxes applicable to their respective property in the District. This prepayment of CFD No. 1 special taxes applicable to property in the District is referred to herein as the "**Prepayment**." The proceeds of the Bonds, together with the Prepayment, are expected to be sufficient to defease and refund in full the Prior Bonds on September 1, 2017 (the "**Redemption Date**").

Proceeds of the Bonds used for refunding the Prior Bonds (together with the Prepayment) will be deposited with the Escrow Bank (as defined herein) pursuant to an escrow agreement for the purpose of redeeming the Prior Bonds on the Redemption Date. *The Prepayment is expected to be in an amount sufficient to cover all of the Special Taxes applicable to the CFD No. 5 parcels in the District, and, accordingly, will not provide security for the repayment of the Bonds.*

See "FINANCING PLAN" and "THE DISTRICT."

Security and Sources of Payment for the Bonds. The City Council annually levies special taxes on the property in the District (the "**Special Taxes**") in accordance with the Second Amended Rate and Method of Apportionment for City of Roseville Fiddymont Ranch Community Facilities District No. 1 (Public Facilities) (the "**Special Tax Formula**"), which is attached as APPENDIX A to this Official Statement. The Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes, including interest and penalties levied and received thereon net of County administration charges which are currently 1% of the annual tax levy (as more particularly defined in the Fiscal Agent Agreement, the "**Special Tax Revenues**"), subject to the conditions contained in the Fiscal Agent Agreement. The Bonds will also be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. In particular, a debt service reserve fund (the "**Reserve Fund**") will be established in connection with the issuance of the Bonds in an amount equal to the Reserve Requirement (as defined herein). *Special taxes levied on property located within the boundaries of CFD No. 5 are not pledged to payment of the Bonds and do not represent a source of payment for the Bonds.* See "SECURITY FOR THE BONDS."

Pursuant to the Act, the Resolution of Issuance, and the Fiscal Agent Agreement, so long as any Bonds are outstanding, the City will annually levy the Special Tax against all land within the District taxable under the Act in accordance with the Special Tax Formula and to

make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the Bonds as such becomes due and payable and to replenish the Reserve Fund as necessary. See "SECURITY FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – Rate and Method of Apportionment of Special Tax."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of any of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the real property on which the Special Tax is delinquent. The unpaid Special Taxes are not required to be paid upon sale of property within the District.

Covenant to Foreclose. The City has covenanted in the Fiscal Agent Agreement to cause foreclosure proceedings to be commenced and prosecuted against certain parcels with delinquent installments of the Special Taxes. For a more detailed description of the foreclosure covenant see "SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

No Additional Bonds. The Fiscal Agent Agreement provides that no additional bonds secured by the Special Taxes, other than bonds issued to refund all or a portion of the Bonds, may be issued by the City on behalf of the District in the future. See "SECURITY FOR THE BONDS – No Additional Bonds."

The District. The District is located in the northwestern portion of the City and consists of approximately 1,678 gross acres zoned for residential development of 2,937 residential units (2,017 single-family and 920 multi-family), 30.1 acres of commercial uses, 9 acres of business professional uses, and 677 acres planned for public uses and not subject to the Special Tax.

Development in the District and in CFD No. 5 is governed by the City's West Roseville Specific Plan ("WRSP"). The land in the District and in CFD No. 5 is also known locally as the "Fiddymment Ranch" neighborhood and has been marketed to the general public as "Fiddymment Farm." Initial homebuilding activity in the District began in late 2005. Development remains ongoing and further subdivision of certain undeveloped parcels is expected. Due to a change in the development plan related to Phases 2 and 3 of the Fiddymment Farm development, the Developer desired to effectuate the Prepayment.

As of the January 1, 2016 lien date for the County's 2016-17 property tax roll, there were 1,873 parcels subject to the Special Tax securing the Bonds. This number excludes (i) the two parcels that are within CFD No. 5 and are expected to prepay all of their Special Taxes in connection with the issuance of the Bonds and (ii) certain other parcels within the District that have previously prepaid their Special Taxes in full. Collectively, the parcels described in clauses (i) and (ii) above are referred to herein as the "**Prepaid Parcels**"; none of the Prepaid Parcels serves as security for the Bonds. Of the 1,873 parcels subject to the Special Tax, (i) 1,365 parcels had been improved with a single-family home and were owned by individual homeowners as of the January 1, 2016 lien date for the County's 2016-17 property tax roll, and (ii) 471 parcels were undeveloped (without structure assessed value). Homebuilding activity is continuing in the District, with merchant builders selling finished homes to individual homeowners.

See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Value Estimate of Property in the District. Taxable real property within the District is security for the Special Tax securing the Bonds. In connection with valuing property in the District, the City reports that the 2016-17 County assessed valuation (the “**Assessed Valuation**”) of the property (not including the two parcels that are also within CFD No. 5) in the District securing the Bonds is \$636,132,593, \$578,241,598 of which represents developed property (having an assessed vertical improvement value as of the January 1, 2016 lien date) and the remainder of which represents undeveloped property as of such date.

Given the ongoing development in the District and in order to provide an alternate valuation of certain parcels in the District that do not have an assessed vertical improvement value on the 2016-17 County property tax roll, the City ordered an appraisal of such land (the “**Appraisal**”), dated _____, 2017, prepared by Seevers Jordan Ziegenmeyer, Rocklin, California (the “**Appraiser**”). The Appraisal is described herein under the caption “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – The Appraisal” and attached hereto in its entirety as APPENDIX B. The Appraisal estimates the value of the undeveloped properties subject to the Appraisal, all of which are subject to the Special Tax, to be \$165,950,000. For properties subject to the Special Tax and not included in the Appraisal, the 2016-17 County assessed valuation is \$578,241,598. The aggregate value of the property in the District includes both the appraised value of the subject properties of the Appraisal and the assessed value of the remainder. Based upon the \$744,191,598 total valuation of property in the District subject to the Special Tax and an estimated principal amount of Bonds of \$48,505,000*, as well as overlapping debt as described herein of \$4,789,579, for a total direct and overlapping debt amount of \$53,294,579*, the value-to-lien ratio for property in the District is approximately 13.96* to 1. See “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios.”

Redemption of Bonds Before Maturity. The Bonds are subject to optional redemption, mandatory sinking fund redemption and special mandatory redemption from prepaid Special Taxes. See “THE BONDS – Redemption.”

Risk Factors Associated with Purchasing the Bonds. Investment in the Bonds involves risks that may not be appropriate for some investors. See “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Bonds.

Limited Obligation of the City. The Bonds, the interest thereon, and any premiums payable on the redemption of any Bonds, are not an indebtedness of the City (except to the limited extent described in this Official Statement), the State of California (the “State”) or any of their respective political subdivisions. None of the City (except to the limited extent described in this Official Statement), the State or any of its political subdivisions is liable for the Bonds. Neither the faith and credit nor the taxing power of the City (except to the limited extent described in this Official Statement) or the State or any of their respective political subdivisions is pledged to the payment of the Bonds. Other than the Special Tax Revenues, no taxes are pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City, but are limited obligations of the City payable solely from the Special Tax Revenues as more fully described in this Official Statement.

*Preliminary; subject to change.

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See "APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement." The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

FINANCING PLAN

General

The City issued the Prior Bonds for the purpose of financing a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for the development of property in the District (the "**Improvements**"), primarily for roadway, sewer, water, drainage and parks. See "THE DISTRICT – Formation of the District." The Prior Bonds consist of the outstanding 2005 Bonds and 2006 Bonds.

The 2005 Bonds are currently outstanding in the aggregate principal amount of \$25,420,000, and are expected to be redeemed in full, on a current basis on September 1, 2017 (referred to herein as the Redemption Date), at a redemption price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Redemption Date.

The 2006 Bonds are currently outstanding in the aggregate principal amount of \$27,485,000, and are expected to be redeemed in full, on a current basis, on the Redemption Date, at a redemption price equal to 100% of the principal amount thereof, together with interest coming due and payable on the Redemption Date.

In order to accomplish the refinancing plan, proceeds of the Bonds, together with certain other funds on hand with respect to the Prior Bonds, and amounts derived from the Prepayment, in a total amount sufficient to redeem the Prior Bonds on the Redemption Date, will be transferred to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "**Escrow Bank**"), for deposit in an escrow fund to be established pursuant to an Escrow Agreement by and between the City and the Escrow Bank. These funds, together with any remaining amounts held in cash by the Escrow Bank and deposited to the escrow fund, will be sufficient to pay and redeem the Prior Bonds in full on the Redemption Date. *Amounts deposited with the Escrow Bank are not available for the payment of debt service on the Bonds.*

Estimated Sources and Uses of Funds

A summary of the estimated sources and uses of funds associated with the sale of the Bonds follows. This table does not reflect funds derived from the Prepayment, which will also be used for the redemption of the Prior Bonds on the Redemption Date.

Sources

Principal Amount of Bonds	\$
[Plus] [Less]: Original Issue [Premium][Discount]	
Plus: Funds Related to Prior Bonds	
Total Sources	\$

Uses

Redemption of Prior Bonds	\$
Deposit to Reserve Fund ⁽¹⁾	
Costs of Issuance ⁽²⁾	
Total Uses	\$

(1) Equal to the Reserve Requirement with respect to the Bonds as of their date of delivery.

(2) Includes, among other things, the fees and expenses of Bond Counsel and Disclosure Counsel, the Fiscal Agent, the Municipal Advisor, the Appraiser, and the Special Tax Administrator, Underwriter's discount, as well as the cost of printing the preliminary and final Official Statements.

THE BONDS

This section generally describes certain of the terms of the Bonds contained in the Fiscal Agent Agreement. See "APPENDIX G – Summary of Certain Provisions of the Fiscal Agent Agreement."

Authority for Issuance

The Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance, and the Act. On September 15, 2004, the City Council adopted Resolution No. 04-431 (the "**Resolution of Formation**"), which formed the District. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed \$80,000,000 at a special election in the District held on the same day. The 2005 Bonds and 2006 Bonds were issued under and up to the full amount of the authorization; no additional bonds are permitted to be issued under the Resolution of Formation, excepting possible future refunding bonds.

Description of the Bonds

The Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of Bonds will not receive physical certificates representing their interest in the Bonds. So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners will mean Cede & Co., and will not mean the ultimate purchasers of the Bonds.

Payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Bonds. Disbursements of such payments to DTC's participants is the responsibility

of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's participants and indirect participants, as more fully described in "APPENDIX F – DTC and the Book-Entry Only System."

The Bonds will be dated as of, and bear interest from, the date of their delivery at the rates contained, and mature in the amounts and years shown on the inside cover page of this Official Statement.

The principal of, and any redemption premium due with respect to, the Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the Bonds. Interest on the Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing September 1, 2017.

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of Bonds; provided that so long as any Bonds are in book-entry form, payments with respect to such Bonds will be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX F – DTC and the Book-Entry Only System."

Each Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it will bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it will bear interest from the dated date; provided, however, that if at the time of authentication of a Bond, interest is in default thereon, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's direct participants and indirect participants, as more fully described herein. See "APPENDIX F – DTC and the Book-Entry Only System."

Redemption

Optional Redemption. The Bonds are subject to optional redemption from any source of available funds prior to maturity, in whole, or in part among maturities as specified by the City and by lot within a maturity, on any date on or after September 1, _____, at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ through August 31, _____	
September 1, _____ and thereafter	

Mandatory Redemption From Prepayments. The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
Interest Payment Dates through March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and March 1, _____	
September 1, _____ and Interest Payment Dates thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, _____ and September 1, _____ (the "Term Bonds") are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term Bonds Due September 1, _____

<u>Mandatory Redemption Date (September 1)</u>	<u>Sinking Fund Payment</u>
--	---------------------------------

Term Bonds Due September 1, ____

Mandatory Redemption Date (September 1)	Sinking Fund_ Payment
--	----------------------------------

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially level debt service, as a result of any prior partial optional redemption or mandatory redemption of the Term Bonds.

Purchase In Lieu of Redemption. In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of outstanding Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the principal office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then outstanding Bonds are to be called for redemption, will designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or will state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, will state as to any Bond called in part the principal amount thereof to be redeemed, and will require that such Bonds be then surrendered at the principal office of the Fiscal Agent for redemption at the said redemption price, and will state that further interest on such Bonds will not accrue from and after the redemption date.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent will select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion deems appropriate. Upon surrender of Bonds redeemed in part only, the City will execute and the Fiscal Agent will authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

City's Right to Rescind. The City has the right to rescind any notice of the optional redemption of Bonds and such notice may be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds

then called for redemption. Neither the City nor the Fiscal Agent will have any liability to the Owners of the Bonds or any other party related to any such rescission of redemption.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption are deposited in the Bond Fund, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of Bonds

So long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of Bonds will be made in accordance with DTC procedures. See APPENDIX F. Any Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any Bond(s) will be surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new Bond(s), for a like aggregate principal amount of Bond(s) of authorized denominations and of the same maturity. The City will pay the cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after that Bond has been selected for redemption.

SECURITY FOR THE BONDS

Pledge of Special Taxes

The Bonds are secured by and payable from a first pledge of the Special Tax Revenues. The Special Tax Revenues and all moneys deposited into the Bond Fund, the Reserve Fund and, until disbursed as provided in the Fiscal Agent agreement, the Special Tax Fund and the Improvement Fund, are pledged to the payment of the principal of, and interest and any premium on, the Bonds, as provided in the Fiscal Agent Agreement and in the Act, until all the Bonds have been paid and retired, or until moneys or Federal Securities have been set aside irrevocably for that purpose.

The Improvements are not, and the amounts deposited pursuant to the Escrow Agreement for redeeming the Prior Bonds on the Redemption Date are not, in any way pledged to pay the debt service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any Improvements are not pledged to pay the debt service on the Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City Council through the application of the Special Tax Formula, the complete copy of which is set forth in APPENDIX A hereto, for all taxable properties in the District, by Willdan Financial Services, Temecula, California, the special tax consultant for the District (the “**Special Tax Consultant**”). Interest and principal on the Bonds is payable from the annual Special Taxes to be levied and collected on taxable property within the District, from amounts held in the funds and accounts established under the Fiscal Agent Agreement (other than the Rebate Fund) and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District which are set forth as the “**Maximum Annual Special Tax**” in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount, not in excess of the annual Maximum Annual Special Tax. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See “Special Tax Methodology” below. See also “APPENDIX A – Rate and Method of Apportionment of Special Tax.”

The City may levy the Special Tax at the Maximum Annual Special Tax rate, which has been authorized by the qualified electors within the District, as set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each year’s Special Tax levy is limited to the Maximum Annual Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See “SPECIAL RISK FACTORS – Levy and Collection of the Special Tax” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

Special Tax Methodology

The Special Tax authorized under the Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula set forth in “APPENDIX A – Rate and Method of Apportionment of Special Tax” and in accordance with the Act. See “SPECIAL RISK FACTORS – Levy and Collection of Special Tax.” Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.

Determination of Special Tax Requirement. Each year, the City will determine the Special Tax Requirement of the District for the upcoming Fiscal Year. The “**Special Tax Requirement**” includes the following items:

- (i) debt service on bonds issued for the District;
- (ii) Administrative Expenses (including charges levied by the County);
- (iii) any amounts needed to replenish bond reserve funds and to pay for delinquencies in Special Taxes for the previous Fiscal Year or anticipated for the current year; and
- (iv) pay-as-you-go construction expenditures for authorized improvements.

The Special Tax Requirement is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula.

Parcels Subject to the Special Tax. Each Fiscal Year, the Administrator will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax all parcels within the District except property that is exempt from the Special Tax pursuant to the Special Tax Formula. Taxable Property that is acquired by a public agency after the District has been formed will remain subject to the Special Tax unless a “trade” resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Annual Special Tax Levy. The Special Tax will be levied each year by calculating the Special Tax Requirement, which needs to be generated by the Taxable Property in the District; the Special Tax (up to maximum allowable amount) will be levied against each Taxable Property until the total scheduled Special Tax revenue equals the Special Tax Requirement, however the Special Tax Formula establishes a priority for which properties will be levied a Special Tax, with “Developed Property” (as defined in the Special Tax Formula) receiving a Special Tax levy prior to “Undeveloped Property.” For single-family detached property, Developed Property is property which is shown on a Final Map recorded prior to May 1st of each Fiscal Year. See the Special Tax Formula in Appendix A. The Special Tax Formula provides that the annual Maximum Special Tax may be increased annually by the “Annual Tax Escalation Factor,” which for each Fiscal Year is equal to 2% of the Maximum Special Tax in effect in the prior Fiscal Year.

Termination of the Special Tax. The Special Tax will be levied and collected (up to maximum allowable amount) for as long as needed to pay the principal and interest on the Bonds and other costs incurred in order to construct and acquire the authorized District-funded

facilities and to pay the Special Tax Requirement. The Special Tax Formula provides that the Special Tax may not be levied on any parcel in the District after fiscal Year 2050-51. When all Special Tax Requirement incurred by the District have been paid, the Special Tax will cease to be levied.

Prepayment of the Special Tax. The Special Tax Formula provides that landowners may permanently satisfy all or a portion of the Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the Parcel's share of the outstanding Bonds, remaining facilities costs which have not been bonded, the Reserve Fund, fees, call premiums, negative arbitrage and any expenses incurred by the City in connection with the prepayment and expected future facilities costs.

Levy of Annual Special Tax; Maximum Special Tax

The annual Special Tax will be calculated by the City and levied each year to meet the Special Tax Requirement. However, in no event may the City levy a Special Tax in any year above the Maximum Annual Special Tax identified for each parcel in the Special Tax Formula. The Maximum Annual Special Tax rates for Fiscal Year 2016-17 ranged from \$663 per planned unit for HDR parcels (market rate) and \$374 per planned unit for HDR parcels (affordable), from \$1,268 to \$1,325 per parcel for MDR parcels, and from \$1,679 to \$1,723 per parcel for LDR parcels. For Large Lot Parcels and Undeveloped Parcels, the Special Tax is based upon the gross acres or number of units planned for such parcels. The Annual Maximum Special Tax escalates by 2% each fiscal year. See "APPENDIX A – Rate and Method of Apportionment of Special Tax."

The Special Tax levy may include a pay-as-you-go component. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers of property in the District for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. In the event it is utilized, proceeds of the annual Special Tax levy will first be used to pay the Special Tax Requirement other than pay-as-you-go expenditures and second, if the levy included a pay-as-you-go component, for authorized facilities costs not funded from Bond proceeds.

Special Tax Fund

Pursuant to the Fiscal Agent Agreement, all Special Tax Revenues, other than as a result of Prepayments, received by the City are required to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds (the "**Special Tax Fund**"). Within the Special Tax Fund, a "**Surplus Account**" is established for the purposes described below. Pending any disbursement, moneys in the Special Tax Fund will be subject to a lien in favor of the Owners of the Bonds.

As soon as practicable after the receipt by the City of any Special Tax Revenues, other than as a result of Prepayments, or the transfer of amounts to the Special Tax Fund pursuant to the Fiscal Agent Agreement, but no later than 10 Business Days after such receipt or transfer, the City will withdraw from the Special Tax Fund and transfer to the Fiscal Agent:

- (i) for deposit in the Bond Fund (see "– Bond Fund" below), an amount, taking into account any amounts then on deposit in the Bond Fund, such that the

amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds during the then-current Bond Year; and

(ii) for deposit in the Reserve Fund (see “– Reserve Fund” below), an amount, taking into account amounts then on deposit in the Reserve Fund, so that the amount in the Reserve Fund equals the Reserve Requirement (as defined below).

After the transfers described above have been made, the City may, on or after September 2nd of each year, transfer to the Surplus Account of the Special Tax Fund the amount remaining in the Special Tax Fund, whereupon such moneys transferred shall be free of the pledge for payment of the Bonds. From time to time, the City may withdraw from the Surplus Account amounts needed to pay costs of the Improvements or incidental expenses of the District authorized under the Act. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

Bond Fund

The Fiscal Agent Agreement establishes a Bond Fund (the “**Bond Fund**”) to be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds. Moneys in the Bond Fund will be used for the payment of the principal of, and interest and any premium on, the Bonds, and pending such disbursement, subject to a lien in favor of the Owners of the Bonds. Within the Bond Fund, the Fiscal Agent will establish and maintain a “**Prepayment Account**,” which will be used exclusively for the administration of any Prepayments of Special Taxes to assure the timely redemption of Bonds.

On each Interest Payment Date, the Fiscal Agent will withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the mandatory sinking fund payments or any optional redemption of the Bonds.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on any series of Bonds, the Fiscal Agent will withdraw from the respective reserve account within the Reserve Fund established for such series of Bonds to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent will provide written notice to the City of the amounts so withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund will be deposited in the Bond Fund. See “– Reserve Fund” below.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent will apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of mandatory sinking fund payments, and then to payment of principal due on the Bonds by reason of mandatory sinking fund payments. Any mandatory sinking fund payment not made as scheduled shall be added to the following such payment date.

If 10 days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent will report such fact to the City. The City covenants in the Fiscal Agent Agreement to increase the levy of

the Special Taxes in the next Fiscal Year (subject to the maximum amounts authorized) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

Reserve Fund

The Fiscal Agent Agreement establishes a Reserve Fund (the “**Reserve Fund**”), to be held by the Fiscal Agent, and within the Reserve Fund the “**2017 Reserve Account**,” to the credit of which a deposit shall be made as described above under “FINANCING PLAN.” For each respective series of Parity Bonds covered by the Reserve Fund, the Fiscal Agent will establish a separate subaccount within the Reserve Fund for each such series. Moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds as a reserve for the payment of principal of, and interest on, the respective series of Bonds and will be subject to a lien in favor of the Owners of the respective series of such Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Fund Credit Instrument (as defined below), and (ii) an opinion of bond counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

A “**Qualified Reserve Fund Credit Instrument**” means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met:

- (i) the long-term credit rating of such bank or insurance company is rated in the “AA” category or higher by S&P or Moody’s at the time of issuance;
- (ii) such letter of credit or surety bond has a term of at least 12 months;
- (iii) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released under the Fiscal Agent Agreement; and
- (iv) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Upon delivery of the Bonds, the amount on deposit in the Reserve Fund will be established by depositing certain proceeds of the Bonds in the amount of the “**Reserve Requirement**” for the Bonds, which means, as of the date of any calculation, the lesser of 10%

of the original principal amount of the Bonds covered by the Reserve Fund as calculated by the City, 100% of maximum annual debt service on the Bonds covered by the Reserve Fund, or 125% of average annual debt service on the Bonds covered by the Reserve Fund. However, in no event will the City, in connection with the issuance of Parity Bonds covered by the Reserve Fund be obligated to deposit an amount in the Reserve Fund which is in excess of the amount permitted by the applicable provisions of the Tax Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Fund is so limited, the Reserve Requirement will, in connection with the issuance of such Parity Bonds, be increased only by the amount of such deposit as permitted by the Code, and the District may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Fund Credit Instrument in the Reserve Fund as described above.

The City is required to maintain an amount of money or other security equal to the Reserve Requirement in the Reserve Fund at all times that the Bonds are outstanding. Except as otherwise provided in the Fiscal Agent Agreement, all amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency within 5 days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the respective series of Bonds on such Interest Payment Date.

To the extent the Fiscal Agent is required to draw on amounts in the Reserve Fund, the Fiscal Agent will draw on such amounts from any accounts within the Reserve Fund on a pro rata basis based upon the amounts produced by calculating the Reserve Requirement for each series of Bonds related to such accounts; provided, that because the accounts are established within the Reserve Fund solely for the purpose of complying with federal tax law, nothing in the Fiscal Agent Agreement will be construed to limit the availability of amounts in any account within the Reserve Fund to pay debt service on any series of Bonds.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Delinquent Payments; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City's financial obligations. In the event of a

delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale. However, if the City determines on the basis of such review that (i) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (ii) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District), then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.

Under the Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price that will be sufficient to pay or reimburse the delinquent special taxes.

The Owners of the Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes with respect to the Bonds are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Provided that it is not levying the Special Tax at the Maximum Annual Special Tax rates set forth in the Special Tax Formula, the City may adjust (but not to exceed the Maximum Annual Special Tax and subject to the limitation described under the caption “– Special Tax Methodology – Limitation on Increases of Special Tax Levy” above) the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can

be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Priority of Lien."

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a "credit bid," where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

No Additional Bonds

The Fiscal Agent Agreement provides that no additional bonds secured by the Special Taxes, other than bonds issued to refund all or a portion of the Bonds, may be issued by the City on behalf of the District in the future.

DEBT SERVICE SCHEDULE

The annual debt service on the Bonds, based on the interest rates and maturity schedule set forth on the inside cover of this Official Statement (assuming no early redemptions), is set forth below.

City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Refunding Bonds Series 2017
Debt Service Schedule

Period Ending (September 1)	Bonds Principal	Bonds Interest	Bonds Total
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			

Source: Underwriter.

The Special Tax Formula is structured to produce Special Tax Revenues from the levy of the Maximum Annual Special Tax which, when applied to the projected annual debt service on the Bonds, is anticipated to result in a debt service coverage ratio of at least 110% for the life of the Bonds.

THE WEST ROSEVILLE SPECIFIC PLAN

The West Roseville Specific Plan (“**WRSP**”) is the primary land use, policy and regulatory document used to guide development of the land in the District. The WRSP establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design. All development projects and related activities in the WRSP area are required to be consistent with the WRSP. The WRSP implements the goals and policies of the City of Roseville General Plan, and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The WRSP comprises the District and an adjacent development with a similar land use concept known as “Westpark.”

Land Use Concept. The WRSP was planned primarily as a residential community supplemented by a mix of support and employment uses, with an overall mix and intensity of uses similar to that found in adjacent portions of the City. The project incorporates a unique mixed-use village center, forming the centerpiece of the community. The WRSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the Plan Area. The primary elements that comprise the form of the WRSP land use plan include: community focal points (village center and activity core); residential neighborhoods; a hierarchy of service and neighborhood nodes; the employment district; and the city edge, all as more particularly described in the plans for the WRSP, which are available from the City upon request.

Land Use Plan. The WRSP land use plan includes a blend of residential, service, employment, open space and public uses. As shown on the table below, the WRSP includes a total of 10,438 dwelling units on approximately 3,222 acres. Other proposed land uses include a total of approximately 705 acres set aside in open space; 252 acres of parks; 136 acres of public/quasi-public uses; 63 acres of community commercial; and 88 acres of industrial and light industrial uses. The plan was originally adopted in February 2004 and has been amended since then, most recently in September 2015.

The table below shows a summary of the current planned land uses in the WRSP, which differs somewhat from the time the plan was adopted, along with the current projected land uses attributable to the respective Westpark and Fiddymment Ranch areas. Actual uses may vary from this projection.

Table 1
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
West Roseville Specific Plan (WRSP)
Summary of Land Uses (at buildout)

<u>Land Use</u>	<u>Fiddymment Ranch</u>		<u>Westpark</u>		<u>Total WRSP</u>	
<u>Market Rate</u>	<u>Units</u>	<u>Acres</u>	<u>Units</u>	<u>Acres</u>	<u>Units</u>	<u>Acres</u>
Single-Family (1)	3,980	833.3	3,366	746.6	7,345	1,579.9
Multifamily (2)	<u>1,301</u>	<u>97.2</u>	<u>120</u>	<u>12.2</u>	<u>1,421</u>	<u>109.4</u>
Subtotal Market Rate	5,281	930.5	3,486	758.8	8,767	1,689.3
Affordable						
Single-Family (1)	0	0	0	0	0	0
Multifamily (2)	<u>587</u>	<u>23.5</u>	<u>300</u>	<u>7.9</u>	<u>887</u>	<u>31.4</u>
Subtotal Affordable	587	23.5	300	7.9	887	31.4
Village Center						
Single-Family (1)	0	0	0	0	0	0
Multifamily (2)	<u>0</u>	<u>0</u>	<u>784</u>	<u>67.9</u>	<u>784</u>	<u>67.9</u>
Subtotal Market Rate	0	0	784	67.9	784	67.9
Subtotal Residential	5,868	954	4,570	834.6	10,438	1,788.6
Nonresidential						
Village Center Comm. Comm'l (3)	0	0.0	0	13.8	0	13.8
Community Commercial	0	46.2	0	3.0	0	49.2
Industrial and Light Industrial	<u>0</u>	<u>0.0</u>	<u>0</u>	<u>88.0</u>	<u>0</u>	<u>88.0</u>
Subtotal Nonresidential	0	46.2	0	104.8	0	151.0
Subtotal Developable	5,868	1,000.2	4,570	939.4	10,438	1,939.6
Public/Other						
Public, Quasi Public		76.5		59.3		135.8
Open Space		346.7		358.0		704.7
Parks		216.4		35.1		251.5
Right of Way (ROW)		<u>—(4)</u>		<u>—(4)</u>		<u>190.3</u>
Subtotal Public/Other		639.6		452.4		1,282.3
Grand Total	5,868	1,639.8	4,570	1,391.8	10,438	3,221.9

(1) Single-Family units include Low-Density, Medium-Density, village Center Medium-Density, and Low-Density (Active Adult).

(2) Multifamily units include Village Center High-Density and High-Density.

(3) Residential units included in Community Commercial have been excluded from this analysis.

(4) The WRSP does not include a breakdown of the Right of Way (ROW) as it pertains to Fiddymment Ranch or Westpark. The WRSP only references a total number of acres.

Source: City of Roseville.

THE DISTRICT

Formation of the District

On August 4, 2004, the City Council adopted a Resolution of Intention to form a community facilities district under the Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Improvements and making contributions to certain public facilities. After conducting a noticed public hearing, on September 15, 2004, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and described the Improvements to be financed by the District. On the same day, an election was held within the District in which all of the qualified landowners in the District approved the proposed bonded indebtedness in the maximum aggregate principal amount of \$80,000,000 and the levy of the Special Tax in accordance with the Special Tax Formula. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below.

Location and Description of the District and the Immediate Area

The District is located in the northwestern area of the City within a portion of the WRSP, approximately 20 miles northeast of the central business district of Sacramento. The process of annexation of the area to the City was completed in October 2004. The area is generally west of existing Fiddymment Road and bounded by Phillip Road on the south and west. Central access to the District is via Blue Oaks Boulevard, a primary east-west traffic arterial that connects to State Highway 65 and ultimately to the Interstate 80 freeway system. Interstate 80 freeway is located approximately three miles southeast of the State Highway 65/Blue Oaks Boulevard junction and merges with State Highway 65 at an interchange system.

Much of the area in this portion of the City has experienced a transition from largely undeveloped, agriculturally oriented uses toward a mixture of suburban land uses. The predominant approved suburban land use within the City limits in the vicinity of the District is single-family residential. The District is adjacent to recently constructed residential subdivisions to the south and east, including those in the Crocker Ranch and Doctor's Ranch area to the east, and in the Woodcreek Oaks and Diamond Creek area to the southeast, and in the Westpark and Westbrook neighborhoods to the south. New home construction and sales are still underway in the vicinity of the District.

The District consists of approximately 1,678 gross acres zoned for residential development of 2,937 residential units (2,017 single-family and 920 multi-family), 30.1 acres of commercial uses, 9 acres of business professional uses, and 677 acres planned for public uses and not subject to the Special Tax. The District also includes land planned for parks and open space (representing approximately 504 acres) which will not be subject to the Special Tax, and approximately 167 acres of right of way and public land, also not subject to the Special Tax.

Maps. A land use and District boundary map is shown on the following page.

[Reserved for Land Use Plan]

[Reserved for CFD boundary map]

Current and Anticipated Development in the District

The Developer has provided certain of the following information with respect to development within the District. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the WRSP, the Development Agreement and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Development to Date. The land in the District (together with land in CFD No. 5) is known locally as the “Fiddymment Ranch” neighborhood and has been marketed to the general public as “Fiddymment Farm.” Initial homebuilding activity in the District began in late 2005 and has been ongoing since then.

Property within the District encompasses approximately 1,678 gross acres, of which approximately 967 net acres are expected to be available for development (including the land within CFD No. 5). The land has land-use entitlements for 2,017 single-family residences and final maps are in place for all residential lots within the District. The land received full land use approval on February 4, 2004, including approval of Specific Plan Zoning and a Development Agreement.

As of the January 1, 2016 lien date for the County’s 2016-17 property tax roll, there were 1,873 parcels subject to the Special Tax securing the Bonds. This number excludes (i) the two parcels owned by the Developer and its that are within CFD No. 5 and are expected to prepay all of their Special Taxes in connection with the issuance of the Bonds and (ii) certain other parcels within the District that have previously prepaid their Special Taxes in full. Collectively, the parcels described in clauses (i) and (ii) above are referred to herein as the “**Prepaid Parcels**”; none of the Prepaid Parcels serves as security for the Bonds. Of the 1,873 parcels subject to the Special Tax, (i) 1,365 parcels had been improved with a single-family home and were owned by individual homeowners as of the January 1, 2016 lien date for the County’s 2016-17 property tax roll, and (ii) 471 parcels were undeveloped (without structure assessed value). Homebuilding activity is continuing in the District, with merchant builders selling finished homes to individual homeowners.

Anticipated Future Development. As of the January 1, 2016 lien date for the 2016-17 property tax roll, only 471 undeveloped parcels (characterized as those without assessed value for structures) remained in the District. Nearly all of these parcels are owned by merchant builders that are building homes on the parcels for sale to individual homeowners. See “– Merchant Builder Development” herein. Final maps are in place for all of the residential lots within the District. The 5 commercial parcels (F-30, F-31, F-32, F-33 and F-34), as well as the 5 multi-family residential parcels (F-21, F-22, F-24, F-25 and F-26), have zoning in place for development, but no further entitlements. These are anticipated to be sold and developed as market conditions warrant.

Backbone Infrastructure. Backbone infrastructure improvements needed for the Fiddymment Ranch development include basic streets, sidewalks, water, sewer, drainage, concrete curb, gutter and paving and all of the relevant utilities in the basic streets.

Construction of backbone infrastructure was planned in three phases (Phases 1, 2 and 3) in order to proceed as necessary to facilitate periodic sales of land by the Developer to merchant builders and the commencement of the merchant builders' homebuilding operations according to market demand. All of the Phase 1 backbone infrastructure, which is the infrastructure needed for development in the District, has been completed. Phases 2 and 3 of the development relate to land in CFD No. 5.

The 5 commercial parcels (F-30, F-31, F-32, F-33 and F-34) have all off-site improvements in place for development. With regard to the 5 multifamily/high density residential parcels, Villages F-21, F-22 and F-24 have all off-sites in place along either Fiddymment Road and/or Blue Oaks Boulevard. Villages F-25 and F-26, however, which do not have frontage along Fiddymment Road, require the completion of Prairie Town Way (which will provide direct access to Fiddymment Road), and associated utilities/improvements during the development process.

Utilities. All public utilities, including electricity, natural gas, sewer, water, and telephone have been stubbed to each of the individual lots. Utility connections will be required for the partially improved lots, and will be made as part of the site development process. The City provides electric, police and fire services, Pacific Gas & Electric provides natural gas, and the South Placer Water Agency provides water. Sewer and storm water facilities are provided by the South Placer Municipal Sewer District.

Affordable Units. The City's General Plan Housing Element establishes a citywide goal of 10% of all new housing units in the City be affordable to middle-, low- and very-low income households. Housing affordability is based on household income categories defined by the U.S. Department of Housing and Urban Development. Under the Development Agreement, a percentage of units to be constructed in the District will be constructed on high-density residential sites, subject to affordable housing restrictions. The Special Tax Formula provides for a reduction of one-half the otherwise applicable Special Tax for units that are the subject of the affordable housing provisions. The 5 high-density residential (HDR) parcels upon which the affordable housing is anticipated to be constructed are owned by West Roseville Development Co. LLC (Parcel F-21), West Roseville Development Co. Inc. (Parcel F-22), Central Valley Property Advisors (Parcel F-24) and the Developer (Parcels F-25 and F-26), respectively.

Development Agreement

General. The Developer is a party to a development agreement dated February 18, 2004 (as amended to date, the "**Development Agreement**") with the City in accordance with applicable state and local codes. The development agreement vests development rights, set forth infrastructure improvements and dedication requirements, secures the timing and methods for financing improvements, and specifies other performance obligations as related to development in the West Roseville Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement as well as the West Roseville Specific Plan. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City's Zoning Ordinance No. 802. It was most recently amended, via a fifth amendment thereto, in 2014.

The Development Agreement is the primary implementation tool for the West Roseville Specific Plan and creates a binding contract between the City and the Developer and their assigned successors in interest, which sets forth the needed infrastructure improvements, park

dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Developer as such obligations relate to development of the property in the District, including the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the West Roseville Specific Plan entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 20-year term, runs with the property, and may be modified only by mutual consent of the City and the Developer and in a manner consistent with the West Roseville Specific Plan. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits. The Development Agreement will be binding on the Developer and all successor owner-developers of property in the District.

Land use and development entitlements granted under the Development Agreement for property in the District is consistent with the West Roseville Specific Plan described under the caption "THE WEST ROSEVILLE SPECIFIC PLAN" and summarized above.

Merchant Builder Development

The majority of land in the District has been sold to merchant builders or others. The Developer currently retains only 5 parcels, 2 of which are entitled for multi-family housing and the remaining 3 of which are entitled for commercial development. Through December 31, 2015, 1,835 single family detached lots have been sold/closed by the Developer (including its predecessor in interest) to merchant homebuilders, a non-profit affordable housing developer (Village F-20) and a commercial developer (Village F-35). Merchant builders have been constructing and selling homes to individual homeowners over the past several years.

The current merchant builders in the District are: Signature Homes (d/b/a Fiddymment 96 Lots LLC), Lennar Homes, JMC Homes (d/b/a John Mourier Construction Inc.), Taylor Morrison Homes, and GBD Communities (d/b/a GBD Fiddymment Lands LP). A description of the ownership of each of these entities as of the January 1, 2016 lien date for the most recent County property tax roll follows. Development is ongoing in the District and certain properties are no longer owned by the merchant builder that owned the property as of January 1, 2016. For example Appraiser notes that based upon its site inspection and sales activity in the area, it is highly likely that most, if not nearly all, of the 139 homes are in fact owned by individual homeowners. See Appendix B.

Fiddymment 96 Lots LLC/Signature Homes (96 Parcels). As of the January 1, 2016 lien date, Signature Homes (through its affiliate Fiddymment 96 Lots LLC) owned 96 residential lots in the District, consisting of 68 finished lots, 8 homes under construction and 20 finished homes without assessed value for structural improvements.

Signature Homes is a privately held California corporation headquartered in Pleasanton, and an affiliate of Signature Properties. Signature Properties was owned 100% by the Ghielmetti Family. In order to develop a viable succession plan, the Ghielmetti family created Signature Homes. Signature Homes is owned by the Ghielmetti family, and four individuals who are actively involved in the day-to-day operation of Signature Homes: Gary Galindo (President), Steve Miller (Vice-President in charge of forward planning), John Ford (CFO) and Dave Taylor

(Vice-President in charge of construction). Collectively, the owners have over 100 years of experience in the homebuilding industry. Founded in 1983 by James Ghielmetti, the company's primary business is homebuilding and land development, initially in the San Francisco Bay Area. Locally, the company established an office in 1995 and has built communities in Sacramento County, the cities of Sacramento, Davis, Lincoln, Rocklin and Roseville. Signature Properties is presently building in Sacramento, Rocklin, Lincoln, and Roseville. The company is also involved in redevelopment and revitalization projects in older cities and neighborhoods, office construction and retail center development. Although Signature Homes and Signature Properties are best known for building homes and master planned communities, the company has developed such diverse properties as office buildings, retail centers, restaurants, recreational complexes and clubhouses with comprehensive country club amenities.

Signature Homes, together with its affiliate Signature Properties, has developed, in aggregate, over 70 communities and 6,000 homes. Over the the past 5 years, the two entities had approximately \$150 million per year in gross sales and produced approximately 200 homes per year.

Signature Homes' website address is www.sighomes.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

JMC Homes (92 Parcels). As of the January 1, 2016 lien date, JMC Homes owned 92 residential lots in the District, consisting of 20 finished lots, 16 homes under construction and 56 finished homes without assessed value for structural improvements.

John Mourier Construction Inc., a California corporation is the owner of the lots being constructed and marketed by JMC Homes. John Mourier Construction has been doing business in the greater Sacramento area as a homebuilder since 1978. It has averaged annual new homes sales volume in excess of \$_____ million for the past five years and is currently ranked as the ____ largest homebuilder by *Professional Builder* magazine. John Mourier Construction has completed approximately _____ homes for the ten year period ended December 31, 2016 and, in recent years, has built approximately _____ new homes per year.

Taylor Morrison Homes (188 Parcels). As of the January 1, 2016 lien date, Taylor Morrison Homes owned 188 residential lots in the District, consisting of 138 finished lots, 9 homes under construction and 41 finished homes without assessed value for structural improvements.

Taylor Morrison of California LLC, a California limited liability company, is the owner of the lots being constructed and marketed by Taylor Morrison Homes. Taylor Morrison of California LLC is a subsidiary of Taylor Morrison Home Corporation, a Delaware corporation ("**Taylor Morrison**"). Taylor Morrison's common stock is publicly traded on the NYSE under the symbol "TMHC." Taylor Morrison is one of the largest public homebuilders in the United States, as well as a real estate developer, with a portfolio of lifestyle and master-planned communities. It operates under both the Taylor Morrison and Darling Homes brand names. It also provides financial services to customers through its wholly owned mortgage subsidiary, and title insurance and closing settlement services through its title company. According to Taylor Morrison, during the year ended December 31, 2016, it had operations located in eight states, generated revenue of \$3.55 billion, recorded 7,369 home closings, and owned or controlled approximately 38,300 lots.

Taylor Morrison's website address is <http://www.taylormorrison.com>. The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Lennar Homes (64 Parcels). As of the January 1, 2016 lien date, Lennar Homes owned 64 residential lots in the District, consisting of 36 finished lots, 12 homes under construction and 16 finished homes without assessed value for structural improvements.

Lennar Homes of California is the owner of the lots being constructed and marketed by Lennar Homes. Lennar Homes of California is an affiliate of Lennar Corporation, a Delaware corporation, which is a diversified real estate company that is publicly traded on the NASDAQ under the ticker symbol "LEN." Lennar is one of the nation's largest homebuilders, a provider of real estate related financial services, a commercial real estate, investment management and finance company through its Rialto segment and a developer of multifamily rental properties in select U.S. markets. According to Lennar, its homebuilding operations comprised \$9.7 billion in revenues, or approximately 89% of consolidated revenues, in its fiscal year 2016.

Lennar's website address is <http://www.lennar.com>. The website address is given for reference and convenience only, the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

GBD Communities (170 Parcels). As of the January 1, 2016 lien date, GBD Communities owned 170 residential lots in the District, consisting of 159 finished lots (located on Parcels F-19A1 and F-19B1) and 11 homes under construction on Parcel F-19B1.

GBD Fiddymment Lands LP is the owner of the lots being constructed and marketed by GBD Communities. Granite Bay Development Communities (GBD Communities) was established in the greater Sacramento area in 2002 and has controlled over 1,000 acres of land for residential entitlement, development and sale to residential home builders. According to GBD Communities, it specializes in the land planning and development process. It is headquartered in Roseville, California.

Environmental Matters

Flood Zone. According to the Federal Emergency Management Agency's flood insurance rate maps (Map Panel 06061C-0394F and -0457F, with an effective date of June 8, 1998), the developable portions of the property in the District are located within Flood Zone X, described as areas of minimal flooding (outside of the 100-year and 500-year floodplains). Developable land in the District is also located outside of the Central Valley Flood Protection Plan's target 200-year level of protection area.

Wetland Conditions; Section 404 Permits. According to the City's planning department, all wetland mitigation requirements have been met for development of land in the District. In addition, all developable properties within the boundaries of the District have a Section 404 permit in place from the U.S. Army Corp. of Engineers. The U.S. Army Corp. of Engineers has extended the time to complete the necessary and authorized work to December 30, 2020.

Seismic Conditions. According to the Seismic Safety Commission, the District 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.

The Improvements

The City utilized net proceeds from the Prior Bonds to pay the costs of certain public infrastructure Improvements necessary for development of property within the District. The list of eligible Improvements is set forth in Exhibit A to the Resolution of Formation, adopted by the City Council, as the legislative body of the District, on September 15, 2004, and consisted generally of transportation improvements, wastewater system improvements, drainage system improvements, solid waste improvements, park improvements, utilities costs and certain other authorized costs and expenses.

All of the Improvements necessary for development of land in the District have now been completed.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

The Developer has provided the information set forth in this section entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement. Certain other information contained below has been obtained from the Appraisal. For more detailed information on the ownership of undeveloped lots in the District, see the Appraisal attached hereto as APPENDIX B.

No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. The Special Taxes are not personal obligations of the developers or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.

The Developer

The Developer and the Former Developer. A portion of the undeveloped land within the District is owned by ATC Realty One LLC, a Delaware limited liability company (sometimes

referred to herein as the Developer). Foreclosure proceedings brought by Wells Fargo Bank related to development financing it had provided to the original master developer of land in the Fiddymment area (Roseville Fiddymment Land Venture LLC (the "Former Developer")) were concluded in the second quarter of 2012, resulting in the transfer of title of property from the Former Developer to the Developer. The Developer is solely owned by Wells Fargo Bank, and has been selling off undeveloped land in the District to merchant homebuilders as described elsewhere in this Official Statement.

The managing member of the Former Developer was Signature Properties. To acquire land in the District, the Former Developer secured a land acquisition loan from Wells Fargo Bank. It then proceeded to develop property in the District and sell off portions to merchant builders. Because there was not enough bond authorization in the District for the Former Developer to be reimbursed from special tax bonds for the installation of all the needed infrastructure for the District, Wells Fargo Bank loaned money to the Former Developer to complete this infrastructure. At its peak, Wells Fargo Bank had approximately \$40 million loaned to the Former Developer for development of Fiddymment Ranch.

Separately, Wells Fargo made an A&D (Acquisition and Development) loan to Signature Properties for property that Signature bought from the Former Developer for home construction. The A&D loan was for approximately \$13.7 million. Wells Fargo also made various construction loans to Signature Properties for other projects they built on land purchased from the Former Developer. The total of those loans was approximately \$53.6 million. All loans made to Signature Properties were repaid to Wells Fargo Bank.

As a result of a downturn in the real estate market, Wells Fargo Bank foreclosed on the property in the District that remained owned by the Former Developer in 2012. It retained Signature Homes to help manage the asset. Rather than disposing of the property in bulk, Wells Fargo Bank elected to hold the property and continued to invest money as needed to develop lots (generally super pads) for sale to third party builders. Since acquiring the property in 2012 through ATC Realty One LLC, Wells Fargo Bank has invested out of pocket approximately \$36.7 million of equity in development costs and has recouped most of that money through sales to third parties. As a matter of policy, Wells Fargo Bank has maintained current the tax obligations associated with the property they owned and has not allowed any liens to be created against the property. At the current time, all the property owned by Wells Fargo Bank through ATC Realty One LLC is debt free.

The Manager. The Developer has retained Signature Homes, a homebuilding entity, to manage the development of the property owned by the Developer in the District, on behalf of the Developer. Originally the management company was Signature Properties but approximately five years ago, the management responsibilities were transferred to Signature Homes. Signature Properties was owned 100% by the Ghielmetti Family. In order to develop a viable succession plan, the Ghielmetti family created Signature Homes. Signature Homes is a privately held California corporation headquartered in Pleasanton. It is owned by the Ghielmetti family, and four individuals who are actively involved in the day-to-day operation of Signature Homes: Gary Galindo (President), Steve Miller (Vice-President in charge of forward planning), John Ford (CFO) and Dave Taylor (Vice-President in charge of construction). Collectively, the owners have over 100 years of experience in the homebuilding industry. Founded in 1983 by James Ghielmetti, the company's primary business is homebuilding and land development, initially in the San Francisco Bay Area. Locally, the company established an office in 1995 and has built communities in Sacramento County, the cities of Sacramento, Davis, Lincoln, Rocklin and Roseville. Signature Properties is presently building in Sacramento, Rocklin, Lincoln, and

Roseville. The company is also involved in redevelopment and revitalization projects in older cities and neighborhoods, office construction and retail center development. Although Signature Homes and Signature Properties are best known for building homes and master planned communities, the company has developed such diverse properties as office buildings, retail centers, restaurants, recreational complexes and clubhouses with comprehensive country club amenities.

Signature Homes' website address is www.sighomes.com. The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.

Merchant Builders

The current merchant builders in the District are: Signature Homes (d/b/a Fiddymment 96 Lots LLC), Lennar Homes, JMC Homes (d/b/a John Mourier Construction Inc.), Taylor Morrison Homes, and GBD Communities (d/b/a GBD Fiddymment Lands LP). For a description of each of the merchant builders and its respective ownership of parcels in the District, see "THE DISTRICT – Merchant Homebuilder Developer."

Additional details on the value of the parcels owned by the merchant builders is set forth in the Appraisal. See APPENDIX B.

Top Ten Taxpayers

The following table shows the top ten payers of the Special Taxes in the District, based on the Fiscal Year 2016-17 Special Tax levy amount.

Table 3
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Top Ten Payers of Special Tax⁽¹⁾
Fiscal Year 2016-17

Property Owner ⁽¹⁾	No. of Parcels Levied	2016-17 Assessed Values			FY 2016-17 Special Tax	FY 2017-18 Maximum Tax	Projected Series 2017 Refunding Bonds* ⁽¹⁾⁽²⁾	% of Total Bonded Debt	Value to Lien Ratio
		Land	Structure	Total					
Taylor Morrison of California LLC	189	\$13,431,691	\$17,000	\$13,448,691	\$325,568	\$332,079	\$3,721,101	7.67%	3.61
GBD Fiddymment Lands LP	15	9,137,395	0	9,137,395	292,838	298,695	3,347,017	6.90	2.73
ATC Realty One LLC	5	2,052,326	0	2,052,326	284,225	289,910	3,248,574	6.70	0.63
West Roseville Development Company LLC	1	747,000	0	747,000	227,248	231,793	2,597,345	5.35	0.29
West Roseville Development Company Inc	3	3,214,753	0	3,214,753	218,635	223,007	2,498,903	5.15	1.29
John Mourier Construction Inc	125	15,996,634	4,092,876	20,089,510	215,323	219,629	2,461,046	5.07	8.16
Central Valley Property Advisors LLC	1	4,061,000	0	4,061,000	198,759	202,734	2,271,730	4.68	1.79
Fiddymment 96 Lots LLC	96	5,652,867	0	5,652,867	127,206	129,750	1,453,909	3.00	3.89
Lennar Homes of California	72	8,173,810	2,380,084	10,553,894	123,968	126,448	1,416,906	2.92	7.45
Agree Roseville CA LLC et al	1	473,201	2,016,626	2,489,827	12,049	12,290	137,710	0.28	18.08
Total Top Payers of Special Tax	508	\$62,940,677	\$8,506,586	\$71,447,263	\$2,025,817	\$2,066,334	\$23,154,242	47.74	3.09
Individual Property Owners	1,365	122,326,469	442,358,861	564,685,330	2,217,995	2,262,355	25,350,758	52.26	22.27
Total ⁽¹⁾	1,873	\$185,267,146	\$450,865,447	\$636,132,593	\$4,243,813	\$4,328,689	\$48,505,000	100.00%	13.11

* Preliminary, subject to change. The Projected Par amount of the Bonds assumes that approximately 26.08% of the Prior 2005 and 2006 Bonds has been paid off with the issuance of the CFD No. 5 Series 2017 Special Tax Bonds scheduled to close on _____ 2017.

(1) The two parcels located within the boundaries of both the District and Fiddymment Ranch CFD No. 5 have been excluded from this table, given the anticipated prepayment in full of the Special Tax Obligation attributable to such parcels in the District simultaneously with the issuance of the Bonds.

(2) The Projected Par amount of the Bonds has been allocated based upon each parcel's proportionate share of the District's Maximum Annual Tax and assuming the issuance of the CFD No. 5 Series 2017 Special Tax Bonds. Does not include overlapping debt.

Sources: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services. FY 2016-17 Maximum Tax per Willdan Financial Services.

VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. A variety of economic, political, and natural occurrences incapable of being accurately predicted can affect land values. See "SPECIAL RISK FACTORS – Property Values."

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District, and the owners have made no commitment to pay the principal of or interest on the Bonds or to support payment of the Bonds in any manner. There is no assurance that the owners have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondholder will have the ability at any time to seek payment from the owners of property within the District of any Special Tax or any principal or interest due on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

Assessed Valuation

In connection with valuing property in the District, the City has obtained the 2016-17 County assessed valuation (the "**Assessed Valuation**") of the property in the District. In addition, to comply with internal policies and in order to provide a more accurate valuation of certain undeveloped parcels in the District, the City ordered an appraisal of such land.

The "full cash" assessed values of all of the taxable parcels in the District (not including the two parcels that are also within CFD No. 5) has been established by the County Assessor for Fiscal Year 2016-17 in the amount of \$636,132,593.

The following table summarizes the historical assessed valuation of property in the District since the formation of the District.

Table 4
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Annual Assessed Valuation Totals
Fiscal Year 2004-05 through 2016-17

Fiscal Year	Total	% Change
2004-05	\$ 2,533,491	--
2005-06	37,179,865	1368%
2006-07	157,273,732	323
2007-08	175,456,627	12
2008-09	160,288,207	(9)
2009-10	135,725,582	(15)
2010-11	191,205,132	41
2011-12	224,558,881	17
2012-13	263,475,754	17
2013-14	338,795,414	29
2014-15	494,123,213	46
2015-16	572,827,405	16
2016-17	667,960,477	17

(1) Assessed Value figures represent all District parcels, including the two parcels also located in CFD No. 5 and anticipated to prepay the Special Tax obligation simultaneously with the issuance of the Bonds.

Sources: FY 2004-05 Assessed Value – Placer County Secured Property Roll per Official Statement, Fiddymment Ranch CFD 1 Special Tax Bonds, Series 2005; FY 2005-06 Assessed Value – Placer County Secured Property Roll per Official Statement, Fiddymment Ranch CFD 1 Special Tax Bonds, Series 2006; FYs 2006-07 to 2008-09 Assessed Values – Placer County Secured Property Roll for Fiscal Year indicated, as compiled by Goodwin Consulting Group; FYs 2009-10 to 2016-17 Assessed Values– Placer County Secured Property Roll for Fiscal Year indicated, as compiled by Willdan Financial Services.

Due to the recent and ongoing nature of development of homes in the District, the County assessed valuations are not in all cases reflective of most current development status, as is the case with certain properties in the District. As provided by Article XIII A of the California Constitution, county assessors' assessed values are to reflect market value as of the date the property was last assessed (or 1975, which ever is more recent), increased by a maximum of 2% per year. Properties may be reassessed by the County only upon a change of at least 51% ownership of existing property or upon new construction. The assessed values of parcels in the District thus reflect, for undeveloped parcels, the estimate of the County Assessor (the "**Assessor**") of market value when acquired (or 1975, whichever is later), possibly increased by 2% per year, and for parcels on which construction has occurred since their date of acquisition, the Assessor's estimate of market value as of the time of construction, possibly increased by 2% per year. The actual market value of parcels in the District, if sold at foreclosure, may be higher or lower than the Assessor's assessed values, depending upon the date of the Assessor's most recent assessment. The actual fair market value of any parcel can often be more accurately established through an arms-length sale or an appraisal by an independent appraiser.

Because of the general limitation to 2% per year in increases in full cash value of properties that remain in the same ownership, the County tax roll does not reflect values uniformly proportional to actual market values. No assurance can be given that, should a

parcel with delinquent Special Taxes be foreclosed and sold for the amount of the delinquency, any bid will be received for such property, or if a bid is received that such bid will be sufficient to pay such delinquent installments.

The Appraisal

The City ordered preparation of an appraisal report (the “**Appraisal**”) dated _____, 2017 of the “not less than” estimated market values as of February 1, 2017, of certain parcels within the District. The Appraisal was prepared by Seevers Jordan Ziegenmeyer, Rocklin, California (the “**Appraiser**”). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

Property Appraised. The appraised properties comprise the improved, partially improved and unimproved lots/parcels within the boundaries of the District, including those without vertical improvements as well as those residential lots with completed single-family homes without an assessed value for structural improvements.

The appraised properties consist of 421 finished residential lots, 56 homes under construction, 5 commercial parcels and 5 multifamily (high density) residential parcels, which are identified in the Appraisal. There are also 139 completed single-family homes within the boundaries of the District not currently assessed for an improvement value by the Placer County Assessor; as such, a not-less-than estimate of market value for the smallest floor plan constructed within each subdivision was appraised and assigned to each respective Assessor’s parcel within the District. The appraised parcels are owned by multiple ownership groups, and most of the completed single-family homes without an assessed value for vertical improvements are owned by individual homeowners.

Value Estimates. The value estimate for the fee simple estate of the appraised properties as of the February 1, 2017 date of value, using the methodologies described in the Appraisal and subject to the limiting conditions and special assumptions set forth in the Appraisal, and based on the ownership of the property as of that date, is \$165,950,000. The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value of all the land in the District that was appraised in the Appraisal. The property appraised excludes property in the District designated for public and quasi-public purposes, and property for which there is a property tax assessment for vertical improvements. It also excludes the two parcels located within CFD No. 5 and the District expected to prepay their special tax obligation in the District in connection with the issuance of the Bonds.

Appraisal Methodology. In the Appraisal, the Appraiser provides estimates of market value of the appraised properties by ownership and Assessor’s parcel, as well as an aggregate, or cumulative value of the properties. The Appraiser used the sales comparison approach to value to determine the market value of each component comprising the appraised properties (partially improved residential lots, finished residential lots, partially completed homes, completed homes without assessed values, commercial parcels and multifamily residential parcels). In the valuation analysis, only one other method of valuation was performed – an extraction analysis. Parcel F-22 represents a multifamily residential site with affordable housing restrictions and, given the lack of relevant sales of vacant multifamily parcels subject to these income requirements, the Appraiser used the extraction method to determine the valuation for this parcel. In the extraction method, the Appraiser first estimated the market value of this parcel

assuming completion of construction and stabilized occupancy of an apartment community with the specified rent levels, and from this figure the Appraiser deducted the total cost of construction to arrive at a “residual” land value. Per this method, the cost of construction exceeds the value of this parcel at completion/stabilized occupancy, and the resultant value of this site is \$0.

The cumulative, or aggregate, value of the appraised properties represents the sum of the value estimates concluded for each ownership interest, which is not equivalent to the market value of the District as a whole. Since the vested property owners have a number of lot(s) that could sell in bulk to one buyer within 12 months, no discounting was necessary. While the Assessor’s Tax Roll identifies 139 completed single-family homes held under the ownership of merchant builders, based on the Appraiser’s inspection and inventory of the subject parcels, most of these homes appear to have sold to individual homeowners. Therefore, the Appraiser’s valuation of the completed homes did not require bulk discounting.

For additional details, see APPENDIX B.

Hypothetical Condition. The market value estimated by the Appraiser is based on a hypothetical condition. A hypothetical condition is defined by USPAP as “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 the analysis.” The estimate of market value is subject to the hypothetical condition that the Prior Bonds have been refunded by the Bonds.

Extraordinary Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions that affect the estimates as to value, some of which include the following. For more information and a complete description of certain other assumptions made by the Appraiser, see “APPENDIX B – The Appraisal.”

- The Appraiser presumed there were no adverse soil conditions, toxic substances or other environmental hazards that may interfere or inhibit development of the appraised properties. If, at some future date, items are discovered that are determined to have a detrimental impact on value, the Appraiser reserves the right to amend the opinion of value stated in the Appraisal.
- It is an extraordinary assumption of the Appraisal that the two parcels located within the District and CFD No. 5 will no longer be subject to the lien of the special tax securing the Bonds. Because proceeds from special tax bonds to be issued for CFD No. 5 are expected to be used to pay off all of the special taxes applicable to both parcels in the District, these parcels are excluded from the valuation set forth in the Appraisal.

Because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that, should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

Projected Absorption Period. The Appraiser also estimated the marketing time that would be required for the disposition of the single-family residential lots, based on the historical marketing times of a number of local sales, as well as current and projected economic conditions, the impacts of present market conditions, as well as anticipated changes in the market. After considering all those factors, the Appraiser estimated the marketing time is estimated at 12 months or less.

No assurance can be given that the estimated absorption will be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a projected absorption period. See “SPECIAL RISK FACTORS – Property Values” and “– Future Property Development.”

Limitations of Appraised or Assessed Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See “– Overlapping Liens and Priority of Lien” below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see “SPECIAL RISK FACTORS” herein.

Value to Special Tax Burden Ratios

The value of the land within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of a Special Tax, the County's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Taxes. See “SECURITY FOR THE BONDS - Delinquent Payment of Special Tax; Covenant to Commence Superior Court Foreclosure” and “SPECIAL RISK FACTORS - Bankruptcy Delays.” Reductions in District property values due to a downturn in the economy, natural disasters such as earthquakes or floods, stricter land use regulations or other events could have an adverse impact on the security for payment of the Special Taxes.

The Special Tax is levied on each parcel within the District and only the respective individual parcel is responsible for its allocated Special Tax.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

The Appraisal estimates the value of the properties subject to the Appraisal, all of which are subject to the Special Tax, to be \$165,950,000. For properties subject to the Special Tax

and not included in the Appraisal, the 2016-17 County assessed valuation is \$578,241,598. The aggregate value of the property in the District includes both the appraised value of the subject properties of the Appraisal and the assessed value of the remainder. Based upon the \$744,191,598 total valuation of property in the District subject to the Special Tax and an estimated principal amount of Bonds of \$48,505,000*, as well as overlapping debt as described herein of \$4,789,579, for a total direct and overlapping debt amount of \$53,294,579*, the value-to-lien ratio for property in the District is approximately 13.96* to 1.

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

*Preliminary; subject to change.

Table 5
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Levy, Allocable Fiddymment Ranch CFD Debt and Value-to-Lien Ratios by Land Use

<u>Land Use Category</u>	<u>2016-17 Assessed Value</u>				<u>FY 2017-18</u>	<u>Series 2017</u>	<u>Other Direct</u>		<u>% of</u>	<u>Value</u>
	<u>No. of</u>	<u>Land</u>	<u>Structure</u>	<u>Total</u>	<u>Maximum</u>	<u>Refunding</u>	<u>&</u>	<u>Total Debt</u>	<u>Allocable</u>	<u>to Lien</u>
Developed Parcels	Parcels				Tax⁽¹⁾	Bonds⁽¹⁾	Overlapping		Debt⁽¹⁾	Ratio⁽²⁾
Low Density Residential (LDR)	1,270	\$116,366,589	\$420,347,674	\$536,714,263	\$2,156,205	\$24,161,291	\$4,039,955	\$28,201,247	49.81%	19.03
Medium Density Residential (MDR)	131	10,536,361	28,501,147	39,037,508	169,462	1,898,904	294,347	2,193,251	3.91	17.80
Commercial Property ⁽²⁾	<u>1</u>	<u>473,201</u>	<u>2,016,626</u>	<u>2,489,827</u>	<u>12,290</u>	<u>137,710</u>	<u>18,774</u>	<u>156,483</u>	<u>0.28</u>	<u>15.91</u>
Total	1,402	\$127,376,151	\$450,865,447	\$578,241,598	\$2,337,957	\$26,197,905	\$4,353,075	\$30,550,981	54.01%	18.93
Undeveloped Parcels										
(Parcels Without Assessed Structural Values),										
by 16-17 Ownership	No. of	Appraised	FY 2017-18	Series 2017	Other Direct &					
	Parcels	Value	Maximum Tax⁽¹⁾	Refunding	Overlapping	Total Debt	% of Allocable	Value to Lien		
Taylor Morrison of California LLC	188	\$41,370,000	\$330,322	\$3,701,413	\$100,817	\$3,802,230	7.63%	10.88		
GBD Fiddymment Lands LP	15	26,240,000	298,695	3,347,017	68,897	3,415,914	6.90	7.68		
ATC Realty One LLC	5	10,210,000	289,910	3,248,574	15,475	3,264,049	6.70	3.13		
West Roseville Development Co LLC ⁽³⁾	1	7,200,000	231,793	2,597,345	5,632	2,602,978	5.35	2.77		
West Roseville Development Co Inc. ⁽³⁾	3	7,630,000	223,007	2,498,903	24,240	2,523,143	5.15	3.02		
Central Valley Property Advisors LLC	1	6,300,000	202,734	2,271,730	30,620	2,302,351	4.68	2.74		
John Mourier Construction Inc.	92	30,670,000	161,647	1,811,330	89,779	1,901,109	3.73	16.13		
Fiddymment 96 Lots LLC	96	17,030,000	129,750	1,453,909	42,623	1,496,532	3.00	11.38		
Lennar Homes of California	64	16,330,000	112,450	1,260,056	53,571	1,313,626	2.60	12.43		
Individual Homeowners ⁽⁴⁾	6	2,970,000	10,425	116,818	4,850	121,668	0.24	24.41		
Total	471	\$165,950,000	\$1,990,732	\$22,307,095	\$436,504	\$22,743,598	45.99%	7.30		
Total Assessed and Appraised Values										
(combined)		744,191,598	4,328,689	48,505,000	4,789,579	53,294,579	100.00	13.96		
Total District		\$744,191,598	\$4,328,689	\$48,505,000	\$4,789,579	\$53,294,579	100.00%	13.96		

* Preliminary; subject to change. The Projected Par amount of the Bonds assumes that 26.08% of the Prior 2005 and 2006 Bonds has been paid off with the issuance of the CFD No. 5 Series 2017 Special Tax Bonds scheduled to close _____, 2017.

- (1) Due to the expected issuance of the CFD No. 5 Series 2017 Special Tax Bonds, the Maximum Tax and Allocable Debt of the Fiddymment Ranch CFD No. 5 parcels that lie within CFD No. 1 have been excluded from this table. The Projected Par amount of the Series 2017 Refunding Bonds has been allocated based upon each parcel's proportionate share of the CFD 1 Maximum Annual Tax and assuming the issuance of the CFD No. 5 Series 2017 Special Tax Bonds.
- (2) According to the Placer County Assessor, a 16,640 square-foot building has been constructed on this two-acre parcel commercially zoned parcel.
- (3) The ownership of both West Roseville Development Co Inc and West Roseville Development Co LLC may be related; the combined value to lien ratio of these parcels is 2.89.
- (4) These 6 residential parcels show no assessed structure value as of the January 1, 2016 lien according to the FY 2016-17 secured roll. Each of these parcels has since been improved and sold as single-family homes to individual property owners.

Sources: Assessed Values – Placer County 2016-17 Secured Property Roll, as compiled by Willdan Financial Services. FY 2016-17 Maximum Tax per Willdan Financial Services. Appraised Value and Development Status, Seevers Jordan Ziegenmeyer; Maximum Special Tax, Willdan Financial Services; Total Direct and Overlapping Debt, California Municipal Statistics Inc.

Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The lien created on the land within the District through the levy of such additional taxes or assessments may be secured on parity with the lien of the Special Tax. In addition, construction loans may be obtained by the homebuilder owners and home loans are likely to be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.

For example, additional CFD obligations on land in the District include City of Roseville Fiddymont Ranch Community Facilities District No. 2 (Public Services) and City of Roseville Community Facilities District No. 3 (Municipal Services). Each of these CFDs levies special taxes that pay for authorized public services, which special taxes are on a parity to the lien securing the Special Taxes securing the Bonds.

There can be no assurance that the current owners, or any subsequent owner, will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities, however no other special districts are currently contemplated or foreseen by the City.

Set forth on the following page is an overlapping debt table showing the existing authorized indebtedness payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith.

Table 6
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Summary of Overlapping Bonded Debt
As of February 1, 2017

2016-17 Assessed Valuation: \$636,132,593 (Land and Improvement)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt</u>
Roseville Joint Union High School District General Obligation (GO) Bonds	2.413%	\$ 1,643,037
Roseville Joint Union High School District SFID No. 1 GO Bonds	39.052	2,371,772
Roseville City School District GO Bonds	4.237	774,770
City of Roseville Fiddymment Ranch Community Facilities District No. 1	100.00	<u>52,911,528</u> ^{(1) (2)}
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$57,701,107
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Placer County Certificates of Participation	0.943%	\$ 294,072
Placer County Office of Education Certificates of Participation	0.943	12,255
Sierra Joint Community College District Certificates of Participation	0.714	47,414
Roseville Joint Union High School District Certificates of Participation	2.413	13,515
Roseville City School District General Fund Obligations	4.237	329,620
Placer Mosquito and Vector Control District Certificates of Participation	0.943	32,900
City of Roseville Certificates of Participation	3.196	<u>816,868</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$1,546,644
Less: City of Roseville Certificates of Participation supported by golf course enterprise		<u>103,569</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$1,443,075
 GROSS COMBINED TOTAL DEBT		\$59,247,751 ⁽³⁾
NET COMBINED TOTAL DEBT		\$59,144,182

Ratios to 2016-17 Assessed Valuation:

Direct Debt (\$52,911,528)	8.32%
Total Direct and Overlapping Tax and Assessment Debt	9.07%
Gross Combined Total Deb	9.31%
Net Combined Total Debt	9.30%

- (1) Assumes the parcels that are within the District and CFD 5 have prepaid their special taxes attributable to the District in full, and the special tax bonds secured by such special taxes (in the amount of \$18,663,516) have been redeemed.
- (2) Excludes issue to be sold.
- (3) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

Special Tax Collection and Delinquency Rate

The County reports that for Fiscal Year 2016-17, there were 7 parcels delinquent on the 2016-17 special taxes, owing a total of \$5,604, or 0.20%, of the first installment for 2016-17 of \$2,870,366. The table below shows, for the past 7 Fiscal Years, the annual Special Tax levies and delinquencies as of February 16, 2017.

Table 7
City of Roseville
Fiddymment Ranch Community Facilities District No. 1 (Public Facilities)
Special Tax Levy & Delinquencies(1), (2)

Fiscal Year	Annual Special Taxes Levied	No. of Parcels Levied	As of Each Fiscal Year End (3)				As of February 16, 2017			
			Amount Collected (4)	Amount Delinquent (4)	No. of Parcels Delinquent	Percent Levy Delinquent	Remaining Amount Collected (4)	Remaining Amount Delinquent (4)	Remaining No. of Parcels Delinquent	Percent Levy Delinquent
2010/11	\$4,605,063	925	\$4,573,981	\$31,082	7	0.67%	\$31,082	\$0	0	0.00%
2011/12	4,709,226	948	4,698,019	11,207	10	0.24%	11,207	0	0	0.00%
2012/13	4,741,414	1,081	4,732,216	9,198	9	0.19%	9,198	0	0	0.00%
2013/14	4,977,908	1,125	4,966,576	11,332	10	0.23%	11,332	0	0	0.00%
2014/15	5,517,469	1,473	5,511,907	5,562	7	0.10%	5,562	0	0	0.00%
2015/16	5,628,155	1,522	5,613,824	14,331	15	0.25%	14,331	0	0	0.00%
2016/17 ⁽⁵⁾⁽⁶⁾	5,740,732	1,875	2,864,761	5,605	7	0.20%	0	5,605	7	0.20

⁽¹⁾ Upon the issuance of Fiddymment Ranch CFD No. 5 (Public Facilities) Series 2017 Special Tax Bonds, 26.08% of the Prior 2005 and 2006 Bonds will have been paid off. The above table reflects the special tax levies and collection of the entire District, including the portion within Fiddymment Ranch CFD No. 5.

⁽²⁾ None of the delinquencies reported above were from District parcels within the Fiddymment Ranch CFD No. 5 boundaries.

⁽³⁾ Delinquency information as of May or June of the fiscal year in which the Special Taxes were levied except for the first installment of fiscal year 2016/17 as noted below

⁽⁴⁾ Delinquent amounts and collections shown above do not include penalties, interest or fees.

⁽⁵⁾ The above fiscal year 2016/17 delinquency information reflects the collection of the first installment only as the second installment collection data is not yet available. The Percent Levy Delinquent for fiscal year 2016/17 reported above was calculated using the first installment delinquent amount of \$5,605 and one-half of the fiscal year 2016/17 Special Tax Levy amount shown above.

⁽⁶⁾ The FY 2016/17 Special Tax Levy of the District would have been \$4,243,813 had the portion within Fiddymment Ranch CFD No. 5 been excluded from the 2016-17 Special Tax Levy.

Source: Placer County Tax Collector and City of Roseville, compiled by Willdan Financial Services.

Future delinquencies in the payment of property taxes (including the Special Taxes) with respect to property in the District could result in draws on the Reserve Fund established, and perhaps, ultimately, a default in the payment on the Bonds. See "SPECIAL RISK FACTORS."

SPECIAL RISK FACTORS

The purchase of the Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks which should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the Bonds. The Bonds are not general obligations of the City but are limited obligations of the City and the District payable solely from the proceeds of the Special Tax and certain funds held under the Fiscal Agent Agreement, including amounts deposited in the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property subject to the Special Tax in the event of a foreclosure. See "SECURITY FOR THE BONDS." Any tax for the payment of the Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels of Taxable Property and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels of Taxable Property and their proportionate share of debt service on the Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Property Tax Delinquencies” below. For a summary of recent Special Tax collection and delinquency rates in the District, see “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN” herein.

Concentration of Ownership

A substantial amount of land within the District is owned by the Developer and merchant builders. The owner of property in the District is not personally obligated to pay the Special Tax attributable to the owner's property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Developer, the merchant builders in the District or their respective affiliates, or any future owner of significant property subject to the Special Taxes in the District to pay installments of Special Taxes when due could cause the depletion of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the Bonds. For a description of the Developer, see “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT.” In that event, there could be a delay or failure in payments on the Bonds. See “SPECIAL RISK FACTORS – Bankruptcy and Foreclosure Delays” below and “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

Development of undeveloped property within the District may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of landowners to pay the Special Taxes when due. Certain infrastructure improvements remain to be completed in order to complete construction of the remaining homes in the District. No assurance can be given that the remaining proposed residential development will be partially or fully completed, and for purposes of evaluating the investment quality of the Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and only partially improved.

Appraised Values

The Appraisal estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, as well as the hypothetical condition of the Improvements having been completed, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place).

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

Property Values and Property Development

The value of taxable property within the District is a critical factor in determining the investment quality of the Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

Neither the District nor the City has evaluated development risks related to the development of land in the District. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the Bonds in no way implies that the District or the City has evaluated these risks or the reasonableness of these risks.

The following is a discussion of specific risk factors that could affect the timing or scope of property development in the District or the value of property in the District.

Land Development. Land values are influenced by the level of development in the area in many respects.

First, undeveloped or partially developed land is generally less valuable than developed land and provides less security to the Owners of the Bonds should it be necessary for the District to foreclose on undeveloped or partially developed property due to the nonpayment of Special Taxes.

Second, failure to complete development on a timely basis could adversely affect the land values of those parcels that have been completed. Lower land values would result in less security for the payment of principal of and interest on the Bonds and lower proceeds from any foreclosure sale necessitated by delinquencies in the payment of the Special Tax. See "VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Value to Special Tax Burden Ratios." No assurance can be given that the proposed development within the District will be completed, and in assessing the investment quality of the Bonds, prospective purchasers should evaluate the risks of non-completion.

Neither the Developer nor any other person provides any assurances that the project currently envisioned for the land in the District will be completed, or that sources of financing that will actually be available to the Developer or other owners of land in the District will be sufficient to complete such projected development. The Developer has no obligation to the City or to owners of the Bonds to complete the project.

Risks of Real Estate Investment Generally. Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

Natural Disasters. The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of the State, may be subject to earthquakes or other unpredictable seismic activity. See "THE DISTRICT – Environmental Matters."

Other natural disasters could include, without limitation, landslides, floods, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

Recent California Drought. The Sacramento region, like most of the State, is prone to occasional drought. For example the State experienced an extended drought period that began in 1987 and continued until the winter of 1992-93. Recently, the State faced one of the most severe droughts on record. In January 2014, Governor Brown declared a drought State of Emergency, directing State officials to take all necessary actions to prepare for water shortages and instructing local officials to reduce water usage by 20%. The City subsequently achieved water consumption reduction by implementing planned water efficiency programs to address occasional drought conditions. Following a wet winter 2015-16, Sacramento County has eased its own water restrictions,

and the State has suspended its mandatory statewide reduction in urban water use, effective June 1, 2016. The volatility of weather patterns makes it difficult to predict how long drought conditions will persist, or how often they may reoccur. However, when drought conditions do occur, it can affect community water usage for the duration of the drought as cities and water agencies implement drought management plans that require water usage reduction, and can sometimes inhibit development of undeveloped areas.

The City indicates it has adequate surface water and groundwater supplies to meet the allocation for all phases of development in the District, notwithstanding existing limitations as part of the City's drought management programs. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. Should the City need to restrict development, it must do so Citywide and cannot single out the District property in restricting development activity. In turn, the anticipated diversity of ownership of land within the District could also be reduced, making the owners of the Bonds more dependent upon the Developer's or other owners of undeveloped land timely payment of the Special Taxes levied on undeveloped property. Furthermore, such an increased period of concentrated ownership of undeveloped land increases the potential negative impact of any bankruptcy or other financial difficulties experienced by the Developer or successor owners. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

Legal Requirements. Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

Hazardous Substances. Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. State law with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently

classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. The discovery of an endangered plant or animal could delay development of undeveloped property in the District or reduce the value of such property.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the taxable property in the District, the security only extends to the value of such property that is not subject to priority and parity liens and similar claims. The table in the section entitled “VALUE OF PROPERTY WITHIN THE DISTRICT AND SPECIAL TAX BURDEN – Overlapping Liens and Priority of Lien” shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels of taxable property. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels of taxable property. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels of taxable property.

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. Other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy Delays” below.

Bankruptcy and Foreclosure Delays

The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY FOR THE BONDS – Delinquent Payments

of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary ad valorem property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See “SECURITY FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “FDIC”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District.

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the Bonds on a timely basis.

No Acceleration Provisions

The Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bond holders, in accordance with its procedures and rules.

Loss of Tax Exemption

As discussed under the caption “LEGAL MATTERS – Tax Exemption,” interest on the Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the Bonds were to become includable in gross income for purposes of federal income taxation, the Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional redemption, mandatory sinking fund redemption or special mandatory redemption upon prepayment of the Special Taxes.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the “IRS”) has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of such Bonds might be affected as a result of such an audit of such Bonds (or by an audit of similar bonds or securities).

Voter Initiatives

From time to time, initiative measures qualify for the State ballot pursuant to the State’s constitutional initiative process and those measures could be adopted by State voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above.

Under the State Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the Special Tax Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIC and XIID to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, State voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIIC and XIID of the State Constitution. The amendments to Article XIIC limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIC requires that all new local taxes be submitted to the

electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The District believes, therefore, that issuance of the Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under San Diego’s city charter (the “Charter”) and was intended to function much like a community facilities district established under the Act. The CCFD was comprised of all of the real property in the entire city. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax. The *San Diego* Court held that the CCFD special tax election did not comply with its Charter and with applicable provisions of the State Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district . . .”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on property pursuant to the Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election in the District. Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Act may be challenged by a third party, which time period has now passed.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX D.

Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the City. The City Attorney will pass upon certain legal matters for the City. Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California will pass upon certain legal matters for the Underwriter.

Tax Matters

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) that must be satisfied subsequent to the issuance of the Bonds. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above.

No Litigation

At the time of delivery of and payment for the Bonds, the City Attorney will deliver his opinion that to the best of its knowledge there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or regulatory agency pending against the City affecting its existence or the titles of its officers to office or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Fiscal Agent Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's Fiscal Year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2016-17 Fiscal Year (due April 1, 2018) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of material events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of material events by the City is summarized in "APPENDIX E — Form of Continuing Disclosure Agreement."

A review of the City's compliance with prior continuing disclosure undertakings in the last five years indicates that:

(1) The annual reports required for Fiscal Years 2011, 2012, 2013 and 2015 for certain of the City's then-outstanding obligations were not filed, or were not filed with all required information, until up to 552 days after the dates required for such filings.

(2) The Audited Financial Statements of the City for Fiscal Years 2011, 2012 and 2013 for certain of the City's then-outstanding obligations were filed up to 921 days after the dates required for such filings.

(3) The City did not in a timely manner file all significant event notices, including notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings to the bond insurers who insured such obligations or the underlying ratings for such obligations.

Supplemental annual reports, notices of rating changes and other filings to correct all of the known failures by the City to comply with its continuing disclosure undertakings have been made. The City has engaged contract support for the preparation and filing of its continuing disclosure reports in order to help comply with future continuing disclosure obligations.

NO RATINGS

The City has not applied to a rating agency for the assignment of a rating to the Bonds and does not contemplate applying for a rating.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"), at a purchase price of \$_____, which represents the aggregate principal amount of the Bonds (\$_____) less an Underwriter's discount of \$_____ and [less/ plus] an original issue [discount/premium] of \$_____.

The purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

MUNICIPAL ADVISOR

The City has retained FirstSouthwest, a Division of Hilltop Securities Inc., Santa Monica, California, as Municipal Advisor (the "**Municipal Advisor**") in connection with the planning, structuring and issuance of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF ROSEVILLE

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B
THE APPRAISAL

APPENDIX C

PLACER COUNTY AND CITY OF ROSEVILLE DEMOGRAPHIC INFORMATION

The District is located in the City of Roseville (the "City"), which is located in southwestern Placer County (the "County"), California (the "State"). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City secured solely by the Special Tax Revenues generated in the District and certain other funds held pursuant to the Fiscal Agent Agreement, all as described in more detail in this Official Statement.

General

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. The City presently occupies 42.26 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and industrial center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 2016 was approximately 134,073.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the "Fountains at Roseville," a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and Sun Splash.

Municipal Government

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council elected at large for staggered four-year terms. At each election, the council member receiving the most votes is appointed mayor pro-tempore for two years and becomes mayor for the final two years.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.

Population

The City's population has increased approximately 1% to 2% per year over the past five years. The following table sets forth population estimates for the City, County and State for the past five years.

POPULATION ESTIMATES City, County and State 2013 through 2016

<u>Year</u>	<u>City of Roseville</u>	<u>Placer County</u>	<u>State of California</u>
2013	127,438	362,417	38,239,207
2014	129,822	367,176	38,567,459
2015	131,443	370,238	38,907,642
2016	134,073	373,793	39,255,883

Source: California State Department of Finance.

Effective Buying Income

Effective buying income ("EBI") is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the County, the State and the United States.

The table on the following page summarizes the total effective buying income for the City, County, State and the United States for the period 2011 through 2015. Effective buying income data is not yet available for calendar year 2016.

EFFECTIVE BUYING INCOME (EBI)
City, County, State and United States
As of January 1, 2011 through 2015

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2011	City of Roseville	\$3,030,070	\$56,309
	Placer County	9,797,178	55,993
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Roseville	\$3,308,060	\$55,367
	Placer County	9,955,120	55,173
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Roseville	\$3,327,535	\$56,270
	Placer County	9,811,843	56,393
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Roseville	\$3,507,655	\$59,074
	Placer County	10,287,888	58,583
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Roseville	\$3,959,073	\$64,615
	Placer County	11,729,490	64,480
	California	981,231,666	53,589
	United States	7,757,960,399	46,738

Source: The Nielsen Company (US), Inc.

Employment and Industry

The unemployment rate in the Sacramento--Arden-Arcade--Roseville Metropolitan Statistical Area ("MSA"), which is comprised of El Dorado, Placer, Sacramento and Yolo Counties, was 4.9% in November 2016, down from a revised 5.2% in October 2016, and below the year-ago estimate of 5.6%. This compares with an unadjusted unemployment rate of 5.0% for the State and 4.4% for the nation during the same period. The unemployment rate was 4.8% in El Dorado County, 4.2% in Placer County, 5.0% in Sacramento County and 5.5% in Yolo County.

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2011 through 2015.

CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Sacramento-Arden Arcade-Roseville MSA
(El Dorado, Placer, Sacramento, and Yolo Counties)
March 2015 Benchmark
(Annual Averages)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Civilian Labor Force ⁽¹⁾	1,044,400	1,049,500	1,046,800	1,049,200	1,060,200
Employment	920,900	941,100	956,100	974,100	998,100
Unemployment	123,600	108,300	90,800	75,100	62,100
Unemployment Rate	11.8%	10.3%	8.7%	7.2%	5.9%
Wage and Salary Employment ⁽²⁾					
Agriculture	8,200	8,600	8,900	9,200	9,300
Mining and Logging	500	400	500	500	600
Construction	36,900	38,400	43,300	45,400	49,900
Manufacturing	33,200	33,900	34,100	35,400	36,300
Wholesale Trade	23,700	25,200	25,000	24,500	24,600
Retail Trade	89,400	91,800	93,800	95,300	97,500
Transportation, Warehousing and Utilities	21,100	22,000	22,900	23,600	24,600
Information	16,300	15,600	14,800	13,900	14,200
Finance and Insurance	34,700	35,700	36,300	35,500	37,100
Real Estate and Rental and Leasing	12,000	12,500	13,100	13,400	13,900
Professional and Business Services	104,400	111,100	114,600	118,200	119,700
Educational and Health Services	122,500	125,600	130,700	134,300	140,300
Leisure and Hospitality	81,700	84,500	88,700	91,800	94,900
Other Services	28,000	28,600	29,000	30,200	30,800
Federal Government	14,000	13,700	13,500	13,600	13,700
State Government	109,700	108,200	109,900	113,400	115,400
Local Government	100,900	99,600	99,200	100,800	102,900
Total, All Industries	837,100	855,300	878,200	898,800	925,400

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

Source: State of California Employment Development Department.

Largest Employers

The following table lists the largest manufacturing and non-manufacturing employers within the County as of March 2016.

LARGEST EMPLOYERS County of Placer March 2016 (In Alphabetical Order)

<u>Employer Name</u>	<u>Location</u>	<u>Industry</u>
Adventist Health	Roseville	Health Services
Alpine Meadows	Alpine Meadows	Resorts
AT&T	Auburn	Telephone Companies
Consolidated Communications	Roseville	Communications
County Jail	Tahoe City	Government Offices-County
Flyers Energy	Auburn	Oil & Gas Producers
Hewlett-Packard	Roseville	Computer & Equipment Dealers
Kaiser Foundation Hospitals	Roseville	Hospitals
Kw Commercial	Roseville	Real Estate
Northstar-At-Tahoe Resort	Truckee	Resorts
Oracle	Rocklin	Computer Software-Manufacturers
Placer County Food Stamps	Auburn	County Government-Social/Human Resources
Placer County of Education	Auburn	Schools
Placer County Sheriff	Auburn	Government Offices-County
PRIDE Industries	Roseville	Employment Agencies & Opportunities
Resort At Squaw Creek	Alpine Meadows	Resorts
Ritz-Carlton Lake Tahoe	Truckee	Hotels & Motels
Roseville Golf-and-Sun Splash	Roseville	Water Parks
Sheriff's Training	Auburn	Government Offices-County
Sutter Auburn Faith Hospital	Auburn	Hospitals
TASQ Technology	Roseville	Importers (whls)
Thunder Valley Casino & Resort	Lincoln	Casinos
UNFI Western Region Div	Rocklin	Food Products (whls)
Village Lodge-Sugar Bowl	Norden	Hotels & Motels

Source: California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2017 1st Edition.

The following table sets forth the largest manufacturing and non-manufacturing employers in the City as of 2016.

**LARGEST EMPLOYERS
City of Roseville
2016**

<u>Employer</u>	<u>Number of Employees</u>
The Permanente Medical Group & Foundation Group	4,988
Hewlett Packard	2,300
Sutter Roseville Medical Group	2,100
Union Pacific Railroad Company	1,150
City of Roseville	1,136
Roseville Joint Union High School	1,090
Roseville City School District	1,034
PRIDE Industries	838
Adventist Health System	801
Consolidated Communications	<u>440</u>
Total	15,877

Source: City of Roseville-City Manager's Office, Comprehensive Annual Financial Report, Fiscal Year Ending June 30, 2016.

Construction

The County's 2015-2016 assessment roll totaled \$63.4 billion as compared to the prior year's assessment roll of \$58.2 billion, which reflected an 8.89% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

In May of 2016, the City issued 47 residential single-family building permits and 1 commercial building permit. The City maintains building permit data, which can be viewed on its website.

The following table shows valuations of residential and non-residential building permits issued for calendar years 2011 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION
City of Roseville
(Valuation in Thousands of Dollars)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Permit Valuation</u>					
New Single-family	\$91,310.0	\$249,559.2	\$118,547.9	\$154,499.7	\$262,769.4
New Multi-family	0.0	0.0	6,632.0	15,360.4	0.0
Res. Alterations/Additions	<u>7,329.2</u>	<u>3,082.0</u>	<u>3,395.0</u>	<u>4,967.8</u>	<u>9,039.9</u>
Total Residential	\$98,639.2	\$252,641.2	\$128,575.0	\$174,827.9	\$271,809.3
New Commercial	\$ 707.9	\$16,280.4	\$26,058.9	\$19,546.6	36,704.0
New Industrial	0.0	0.0	0.0	0.0	0.0
New Other	0.0	0.0	2,627.4	10,935.1	9,340.5
Com. Alterations/Additions	<u>67,245.2</u>	<u>31,868.5</u>	<u>45,489.0</u>	<u>62,138.9</u>	<u>42,754.7</u>
Total Nonresidential	\$67,953.1	\$48,148.9	\$74,175.4	\$92,620.6	\$88,799.2
<u>New Dwelling Units</u>					
Single Family	411	663	528	644	927
Multiple Family	<u>0</u>	<u>0</u>	<u>224</u>	<u>0</u>	<u>0</u>
Total New Dwelling Units	411	663	752	644	927

Source: Construction Industry Research Board, Building Permit Summary.

The following table shows residential and non-residential building permits issued within the County for calendar years 2011 through 2015. Annual figures are not yet available for 2016.

BUILDING PERMIT VALUATION
County of Placer
(Valuation in Thousands of Dollars)

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>Permit Valuation</u>					
New Single-family	\$230,831.8	\$431,611.6	\$378,286.0	\$523,638.2	\$683,806.3
New Multi-family	6,549.5	11,368.0	7,078.5	48,645.5	21,702.2
Res. Alterations/Additions	<u>62,155.8</u>	<u>35,481.3</u>	<u>50,358.2</u>	<u>59,428.5</u>	<u>82,577.5</u>
Total Residential	\$299,537.1	\$478,460.9	\$435,722.7	\$631,712.2	\$788,086.0
New Commercial	\$ 7,014.3	\$ 44,303.0	\$70,876.0	\$38,343.5	\$88,675.3
New Industrial	860.0	164.0	1,092.0	199.8	1,339.6
New Other	12,112.3	414.5	25,673.5	44,159.8	56,433.7
Com. Alterations/Additions	<u>88,639.9</u>	<u>55,512.0</u>	<u>73,037.0</u>	<u>101,977.7</u>	<u>80,457.5</u>
Total Nonresidential	\$108,626.5	\$100,393.5	\$170,678.5	\$184,680.8	\$226,906.1
<u>New Dwelling Units</u>					
Single Family	802	1,209	1,249	1,620	1,994
Multiple Family	<u>28</u>	<u>111</u>	<u>227</u>	<u>376</u>	<u>240</u>
Total New Dwelling Units	830	1,320	1,476	1,996	2,234

Source: Construction Industry Research Board, Building Permit Summary.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables. The total taxable sales during the first quarter of calendar year 2015 in the City were reported to be \$1.03 billion, a 5.42% increase over the total taxable sales of \$976.37 million reported during the first quarter of calendar year 2014. Annual figures for 2015 and 2016 are not yet available.

TAXABLE TRANSACTIONS City of Roseville Calendar Years 2010 through 2014 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	3,640	2,814,546	4,698	3,251,045
2011	3,405	3,024,189	4,476	3,499,616
2012	3,765	3,332,827	4,861	3,772,583
2013	3,757	3,558,765	4,819	4,171,738
2014	3,699	3,607,127	4,743	4,227,788

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

The total taxable sales during the first quarter of calendar year 2015 in the County were reported to be \$1.99 billion, a 9.76% increase over the total taxable sales of \$1.81 billion reported during the first quarter of calendar year 2014. Annual figures for 2015 and 2016 are not yet available.

TAXABLE TRANSACTIONS Placer County Calendar Years 2010 through 2014 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2010	8,110	4,678,785	11,439	6,017,542
2011	7,803	5,112,781	11,120	6,568,195
2012	8,272	5,613,981	11,621	7,065,597
2013	8,487	6,050,198	11,713	7,724,406
2014	8,520	6,296,076	8,520	8,100,167

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Transportation

The County's transportation network is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the County, connecting San Francisco to New York. Highway 65 runs north from I-80 to Lincoln and Marysville. Interstate 5, which is west of the County, runs north to Seattle and south to Los Angeles. In the City, the major highways in the area are Interstate 80 and Interstate 5, and State Highways 65, 50, and 99.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the County, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

_____, 2017

City Council
City of Roseville
311 Vernon Street
Roseville, California 95678

OPINION: \$_____ City of Roseville Fiddymment Ranch Community Facilities
District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017 _____

Members of the City Council:

We have acted as bond counsel in connection with the issuance by the City of Roseville (the "City") of \$_____ City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017 (the "Bonds"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Section 53311, et seq. of the California Government Code (the "Act") and a Fiscal Agent Agreement dated as of _____ 1, 2017 (the "Fiscal Agent Agreement") by and between the City for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds (the "Resolution"), enter into the Fiscal Agent Agreement, and perform the agreements on its part contained therein, and issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.
3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings. The opinion set forth in the preceding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that such interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Resolution and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORMS OF CONTINUING DISCLOSURE AGREEMENT

\$ _____
CITY OF ROSEVILLE
FIDDYMENT RANCH COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX REFUNDING BONDS
SERIES 2017

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”), dated as of _____, 2017 is executed and delivered by the CITY OF ROSEVILLE (the “City”), for and on behalf of the City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) (the “District”), in connection with the execution and delivery of its City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds Series 2017 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of _____ 1, 2017 (the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The City covenants and agrees, for and on behalf of the District, as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s Fiscal Year (currently April 1 based on the City’s Fiscal Year end of June 30).

“Dissemination Agent” means, initially, Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation in accordance with Section 8 of this Disclosure Certificate.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as the original underwriter of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

“Special Taxes” means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2018, with the report for the 2016-17 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided, that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event. The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in

a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) Principal amount of all outstanding bonds of the District.

(ii) Balance in the improvement fund or construction account, if any.

(iii) Balance in debt service reserve fund, and statement of the reserve fund requirement. Statement of projected reserve fund draw, if any.

(iv) Balance in other funds and accounts held by the City or Fiscal Agent related to the Bonds.

(v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within the District.

(vi) The Special Tax levy, the delinquency rate, total amount of delinquencies, number of parcels delinquent in payment for the five most recent Fiscal Years.

(vii) Notwithstanding the June 30th reporting date for the Annual Report, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report for which such data is available rather than as of June 30th: The identity of each delinquent taxpayer responsible for 5% or more of total special tax/assessment levied, and for each such taxpayer, the applicable assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, a summary of results of foreclosure sales or transfers shall be provided.

(viii) Most recently available total assessed value of all parcels subject to the Special Tax.

(ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy, including the following information: development status to the extent shown in City records, land use classification, and assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days’ written notice to the City. The initial Dissemination Agent shall be Willdan Financial Services.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted; and

(b) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save harmless the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), against any loss, expense and liability which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding losses, liabilities, costs and expenses due to an Indemnified Party's negligence, willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder, and shall not be deemed to be acting in any fiduciary capacity for the City, the holders and beneficial owners from time to time of the Bonds or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all reasonable and documented expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

CITY OF ROSEVILLE, for and on behalf of City of
Roseville Fiddymont Ranch Community Facilities
District No. 1 (Public Facilities)

By: _____
Authorized Officer

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Roseville

Name of Bond Issue: \$_____ City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities) Special Tax Refunding Bonds, Series 2017

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City"), on behalf of City of Roseville Fiddymment Ranch Community Facilities District No. 1 (Public Facilities), has not provided an Annual Report with respect to the above-named Bonds as required by the Fiscal Agent Agreement dated as of _____ 1, 2017 (the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

[Dissemination Agent]

By: _____
Authorized Officer

cc: City of Roseville

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the issuer of the Securities (the "Issuer") nor the trustee, fiscal agent or paying agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

10. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

APPENDIX G

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT



COUNCIL COMMUNICATION

CC #: 8388
File #: 0103-21

Title: Community Priorities Advisory Committee - Formation & Work Program
Contact: Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Approve the formation of a Community Priorities Advisory Committee (CPAC) to assess and prioritize essential, general-funded City services and programs with the following objectives:
 - Develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service;
 - Review aspects of key general-funded City operations, prioritizing community expectations for the levels of service provided by five general-funded City departments: Police; Fire; Parks, Recreation & Libraries; Public Works; and Development Services;
 - Review fiscal strategies and constraints associated with continued delivery of high-quality services at current or increased levels; and,
 - Work in good faith to achieve consensus in developing options and recommendations.
2. Adopt the *Guiding Principles* to be used by the CPAC in preparing its findings and recommendations to the City Council;
3. Direct staff to prepare a scope of work, budget and contract for a consultant to assist in meeting facilitation; and,
4. Direct staff to prepare a scope of work, budget and contract for a consultant to assist staff in developing a community engagement plan.

BACKGROUND

The City's fiscal position has been improving, but at a somewhat slower pace than Roseville's rebounding economy. Initial recovery from the recession meant there was lost ground to be regained, as the City prioritized maintaining quality of life services and was able to minimize cuts with strong fiscal management and deferment of improvements and maintenance. Over the past several years, sales tax revenues increased as pent-up consumer demand was satisfied, and property tax revenues increased as real estate values recovered; however, this growth in revenues has shown signs of slowing down while expenses are increasing.

During the recession, the City kept service levels high by deferring millions of dollars' worth of capital improvements and maintenance, and by lowering payments to key funds such as workers' compensation and retiree health. All the while, a constantly changing legislative and regulatory environment continues to add significant uncertainty and cost to the City's operations.

As a data-driven organization, the City uses metrics to inform its decision-making process. This approach provided for a break-even budget in FY 2016-17, where operational revenues equaled operational expenses. However, this does not fully address the City's long-term liabilities. If the City were to maintain its current levels of service while also fully funding its long-term liabilities and deferred maintenance, the general fund budget would realize a \$10 million structural deficit per year, resulting in a fiscally unsustainable position moving forward.

In response to this fiscal reality, the Council directed staff at its February 2nd goals workshop to initiate a process involving the community aimed at evaluating the City's general fund operations and revenues. The goal is to find a way to balance the City's obligation to address its long-term liabilities while maintaining fiscal stability and high-quality essential services and programs most valued by the community, including but not limited to:

- Public safety:
 - Maintaining fire protection services and 9-1-1 emergency and medical response times;
 - Maintaining police crime suppression and investigation units;
 - Preventing and investigating property-related crimes like theft and burglary; and
 - Maintaining the number of Police officers on neighborhood patrols.
- Streets and roads:
 - Maintaining city infrastructure such as storm drains, bridges, and facilities; and,
 - Maintaining city streets, roads and repairing potholes.
- Parks, Recreation, and Libraries
 - Maintaining city parks, recreation facilities, trees, and landscape corridors;
 - Maintaining community centers, aquatic facilities, and event programming; and,
 - Maintaining library services and ensuring public access.
- Local economy and jobs creation:
 - Maintaining programs to improve the local economy and job creation; and,
 - Attracting and retaining local businesses.

The implementation of such a process has the potential to directly impact the community's quality of life and future vision for itself. As such, extensive community participation will help ensure the City has a clear understanding of community priorities, the community has a clear understanding of fiscal constraints and opportunities, and recommendations can be developed to align resources accordingly.

Community Priorities Advisory Committee

Similar to past visioning processes undertaken by the City, staff proposes to initiate a Community Priorities Advisory Committee (CPAC) project as one of several comprehensive activities to ensure direct and meaningful community participation in reviewing levels of City-provided services. The committee process is intended to bring together Roseville residents and

businesses to assess specific general fund City services and programs, and provide policy level recommendations to prioritize what we value as a community

Specifically, the Committee will:

1. Develop a common understanding of municipal finances and budget to provide context for recommendations about funding and levels of service;
2. Review aspects of key general-funded City operations, prioritizing community expectations for the levels of service provided by five general-funded City departments: Police; Fire; Parks, Recreation & Libraries; Public Works; and Development Services;
3. Review fiscal strategies and constraints associated with continued delivery of services at current or increased levels; and,
4. Work in good faith to achieve consensus in developing options and recommendations

Along with other public engagement opportunities and opinion research, this Committee's work will help inform decisions the City Council and community will make about the programs and levels of service the City should provide and how to fund it, to maintain fiscal stability and ensure the highest quality of life that the City can afford for its residents and businesses.

Members and Authority

The Community Priorities Advisory Committee will be an ad-hoc committee appointed by the City Council with policy recommendation authority. The composition and membership of the Committee is proposed to consist of the following:

1. Planning Commission representative (1)
2. Parks & Recreation Commission representative (1)
3. Transportation Commission representative (1)
4. Roseville Chamber of Commerce Board President, CEO, or designee (1)
5. Northstate Building Industry Association President/CEO or designee (1)
6. Roseville Joint Union High School district Superintendent or designee (1)
7. Roseville City School District Superintendent or designee (1)
8. At-large community members (8-13) at Council discretion, to seek a diverse range of geographic/neighborhood, generational, and demographic representation on the Committee)

Applicants for at-large positions should indicate their status as, or affiliation with, one or more of the following: Roseville resident, Roseville Coalition of Neighborhood Associations (RCONA), Downtown Roseville business owners, small-business owners based in Roseville, and major Roseville employers. Staff will prepare a summary of the applicants by areas of interest prior to the Council meeting when appointments are made, to ensure that a diverse cross section of experience, areas of interest, and neighborhoods among other factors are represented on the Committee.

Term

The project would kick off in July 2017, and would be required to complete its work and produce findings and recommendations to the City Council no later than March 2018. The CPAC will meet the second and fourth Wednesday of every month in the evening, with other meetings added as necessary in consultation with committee members. Completion of the project within nine-month period will require a significant commitment of time, energy and focus from the Community Priorities Advisory Committee members, general public, and City staff.

Guiding Principles

Staff is requesting that the Council review and adopt the following Guiding Principles to be provided to the members to clearly define the purpose of the Committee and the tasks for which the Committee will be created. The principles will be included in the initial packet of information provided to the members and will be reviewed by the facilitator as part of the Committee's orientation. The principles will also be posted at the meetings as a constant reminder of the Council's direction.

1) The purpose of the Committee is to make policy-level findings and recommendations pertaining to Fire; Police; Parks, Recreation & Libraries; Public Works; and Development Services programs and services in the context of declining revenues and maintaining a balanced General Fund and essential quality of life services.

- The Committee's work will be to determine if the existing levels of services and programs provided by these five General Fund departments remain appropriate in light of fiscal challenges. If so, the Committee will work to determine and recommend appropriate fiscal measures to maintain or augment these levels of service. If not, the Committee will work to prioritize and recommend appropriate modifications to programs and services.*

2) The Committee's findings and recommendations will focus on policy-level changes and priorities to the specified programs and services over the next 1-5 years, while considering longer-term opportunities to stabilize the General Fund.

- The Committee's policy recommendations should identify priorities for services and service standards to guide the City Council in making near-term reductions or deferrals of City services. In addition, the Committee will be asked to provide policy guidance with respect to new potential revenue sources.*

3) The Committee will present written findings and recommendations to the City Council no later than its March 7, 2018 meeting.

- The Committee will work to finalize recommendations and present them to the City Council for consideration with the Fiscal Year 2019 budget.*

4) Committee members are charged to consider the entire Roseville community in preparing findings and recommendations and limit focus on areas of special interest.

- While each committee member brings individual opinions and ideas, each member should consider the opinions and ideas of the entire community. To aid the committee members, the City will prepare a parallel city-wide survey and additional community engagement activities that will provide value-added information on community preferences and priorities.*

5) Committee members shall recognize that from diverse points of views, new opportunities and ideas come forth. The Committee should seek consensus in developing its findings and recommendations, while recognizing that consensus on every issue may not be possible and a majority of the committee can forward a

recommendation to the City Council.

- *The committee process should be collaborative, based on mutual respect among the members seeking to understand the interests of each other and striving for consensus. However, a majority of the committee may forward recommendations to the City Council when consensus cannot be reached.*

Preliminary Communication Plan & Member Expectations

- Media and Social Media: Members will be asked to speak only for themselves, not on behalf of the Committee or the City, when asked by external parties, including the media, about the CPAC's progress or when posting comments in social media channels. Members will refer requests for comment on behalf of the Committee or the City to Public Affairs & Communications staff. Members should be careful to express only their own views and not those of other members of the Committee. The temptation to discuss someone else's statement or position should be avoided. Recommendations made by the Committee will be communicated in the final report presented to the City Council. Formal actions taken by the Committee will be communicated in advance of the final report if necessary on an as-needed basis solely by the City's Public Affairs and Communications office.
- Meeting Summaries: Meeting summaries will be provided following each CPAC meeting.
- Meeting Broadcast and Transparency: All CPAC meetings will be videotaped and broadcast on the City's website and on City of Roseville's (COR-TV) government access channel (Comcast channel 14 and Consolidated Communications channel 73).
- Public Participation: All CPAC meetings will be open to the public and the public is welcome to participate in discussions. The facilitator may limit public comment to a designated public comment period if necessary to assure the committee can complete its work in a timely fashion.

Public Engagement Plan

The City intends to engage a consultant to assist with implementation of an effective public engagement plan with the following goals:

- Gather additional, broad feedback about quality of life services important to the community;
- Continue to responsibly inform residents about the City's budget, fiscal situation and needs, including revenues, expenses and challenges;
- Provide important information to City Council and City staff about the kind of community people want to live in and which services they value;
- Highlight the trade-offs associated with allocating limited resources; and,
- Support continued transparency of the City's decision-making process and maintain the City's tradition and practice of community collaboration and trust.

Strategies to engaging the wider community in this discussion of community priorities to obtain broad public input will include: online town halls, social media, direct mail, public forums, community events, and community-based meetings involving presentations, exercises, opinion research, and a concentrated focus on two-way communication. All of these elements will be considered in development of the public engagement plan. As always, the City will continue its

tradition of keeping traditional news outlets informed.

Facilitation Services

Staff recommends hiring a facilitator to help facilitate the CPAC meetings. A meeting facilitator is a neutral coordinator who helps set meeting expectations, facilitates comments and assists in consensus building to ensure effective participation by all Committee members in making findings and formulating policy recommendations. A meeting facilitator would also help to focus the meeting within the Committee's Guiding Principles established by the City Council.

The City used the professional services of Moore, Iacofano, and Goltsman (MIG) to assist with previous visioning processes and was happy with their work. Among other reasons, MIG is recommended based on their:

- Understanding of the City's needs related to this project and projected scope of work;
- Extensive experience and skill sets specializing in strategic planning, stakeholder outreach, participation, and facilitation;
- Extensive knowledge and experience of and with the Roseville community;
- Experience with other cities in facilitating visioning projects specifically in response to budget issues;
- Proven abilities to work with large groups in consensus building; and,
- Capability to achieve results within the project's aggressive timeline.

The final details of the scope of engagement are still being fine-tuned. Staff expects to bring back a professional services agreement/scope of work, budget and budget adjustment for Council approval at the first meeting in May.

FISCAL IMPACT

The fiscal impact of Council direction to initiate the Community Priorities Advisory Committee consistent with the work program outlined in this report would require various staff resources from each of the following Departments: City Manager; Fire; Police; Parks, Recreation & Libraries; Public Works Development Services; Public Affairs and Communications; and other departments as needed. Existing City staff will be used to absorb the workload to the extent feasible. Consultants will be needed to assist in meeting facilitation, public outreach strategy development, videotaping meetings, and to conduct a scientific community survey.

Costs associated with the project are expected to be in the range of \$150,000 and will require a budget adjustment. As previously noted, staff intends to use some of the same consultants who participated in past City visioning projects due to their experience and knowledge of the City. Staff will bring back information regarding the consultant scopes of work, cost and a budget adjustment for City Council approval. Utilizing a Committee process and ensuring broad, meaningful civic engagement in this effort will require a higher commitment of staff resources and consultant costs; however, the effect will be significant. The City's effort to gather and leverage public knowledge to generate collective ideas and informed recommendations will advance the quality and effectiveness of our budgeting process. The budget is ultimately a reflection of the community's priorities and values, as it outlines how the City invests its resources to make Roseville the kind of community our residents want it to be.

ECONOMIC DEVELOPMENT / JOBS CREATED

Direction to proceed with the CPAC work program is not expected to result in measurable economic development activity or job creation.

ENVIRONMENTAL REVIEW

The Council action of providing direction on the work program will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2) and therefore is not subject to CEQA review.

Respectfully Submitted,

Mike Isom, Development Services Manager

Rob Jensen, City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

CPAC Guiding Principles

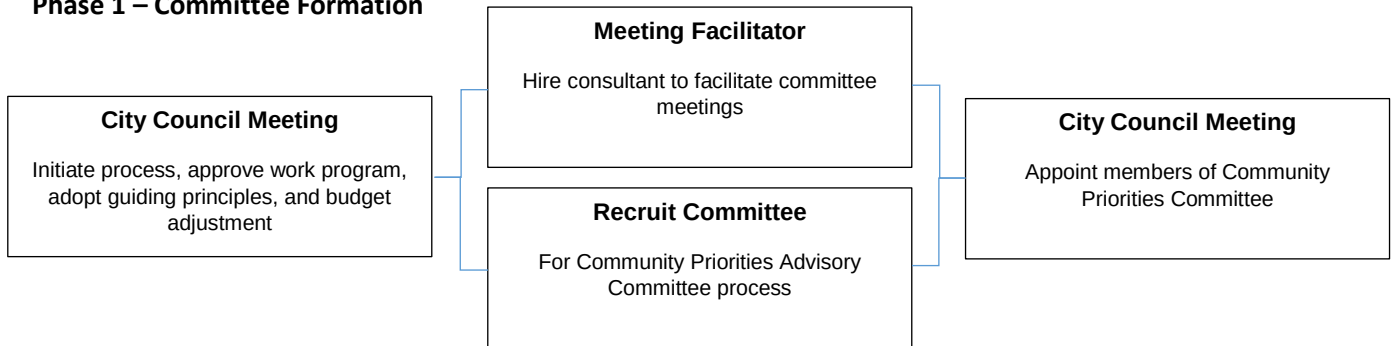
CPAC Work Program Flow Chart

Community Priorities Advisory Committee

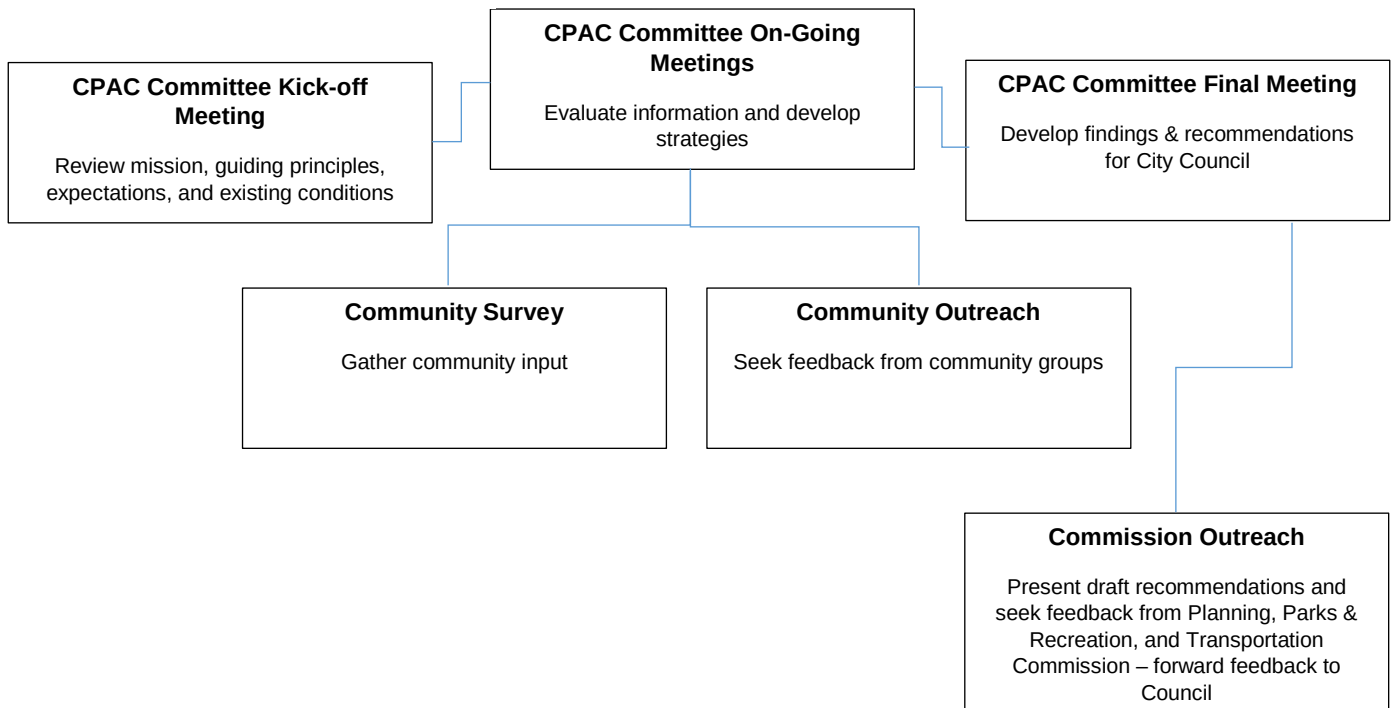
Guiding Principles

1. **The purpose of the Committee is to make policy-level findings and recommendations pertaining to Fire; Police; Parks, Recreation & Libraries; Public Works; and Development Services programs and services in the context of declining revenues and maintaining a balanced General Fund and essential quality of life services.**
 - *The Committee's work will be to determine if the existing levels of services and programs provided by these five General Fund departments remain appropriate in light of fiscal challenges. If so, the Committee will work to determine and recommend appropriate fiscal measures to maintain or augment these levels of service. If not, the Committee will work to prioritize and recommend appropriate modifications to programs and services.*
2. **The Committee's findings and recommendations will focus on policy-level changes and priorities to the specified programs and services over the next 1-5 years, while considering longer-term opportunities to stabilize the General Fund.**
 - *The Committee's policy recommendations should identify priorities for services and service standards to guide the City Council in making near-term reductions or deferrals of City services. In addition, the Committee will be asked to provide policy guidance with respect to new potential revenue sources.*
3. **The Committee will present written findings and recommendations to the City Council no later than its March 7, 2018 meeting.**
 - *The Committee will work to finalize recommendations and present them to the City Council for consideration with the Fiscal Year 2019 budget.*
4. **Committee members are charged to consider the entire Roseville community in preparing findings and recommendations and limit focus on areas of special interest.**
 - *While each committee member brings individual opinions and ideas, each member should consider the opinions and ideas of the entire community. To aid the committee members, the City will prepare a parallel city-wide survey and additional community engagement activities that will provide value-added information on community preferences and priorities.*
5. **Committee members shall recognize that from diverse points of views, new opportunities and ideas come forth. The Committee should seek consensus in developing its findings and recommendations, while recognizing that consensus on every issue may not be possible and a majority of the committee can forward a recommendation to the City Council.**
 - *The committee process should be collaborative, based on mutual respect among the members seeking to understand the interests of each other and striving for consensus. However, a majority of the committee may forward recommendations to the City Council when consensus cannot be reached.*

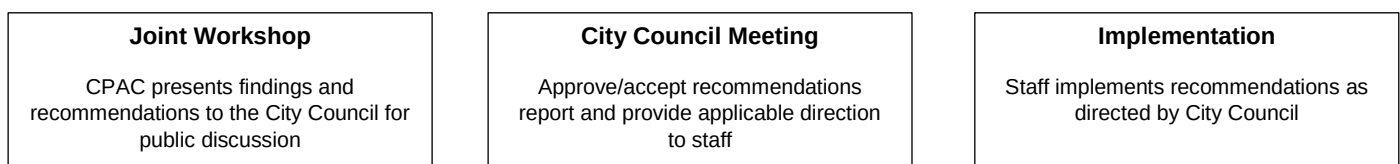
Phase 1 – Committee Formation



Phase 2 – CPAC Committee Meetings



Phase 3 – City Council Review and Action





COUNCIL COMMUNICATION

CC #: 8420

File #: 0103-21 & 0201-01

Title: Community Priorities Advisory Committee - Professional Services Agreement and Budget Adjustment

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

Meeting Date: 4/19/2017

Item #: 9.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council take the following actions:

1. Adopt an ordinance approving a budget adjustment authorizing expenditure of \$100,000 from the Strategic Improvement Fund (110); and,
2. Adopt a resolution to approve the professional services agreement with Moore Iacofano Goltsman, Inc. (MIG) and authorize the City Manager to execute the agreement on the City's behalf.

BACKGROUND

Meeting Facilitation Contract

The City Council directed staff to proceed with formation of the Community Priorities Advisory Committee and to prepare a scope of work, budget and contract for a consultant to assist with meeting facilitation. As previously described, staff engaged the firm Moore Iacofano Goltsman (MIG) to request a scope of work for the project. The City and MIG have developed a strong working relationship and track record of successful visioning processes. Among other reasons, MIG was selected based on their:

- Understanding of the City's needs related to this project and projected scope of work;
- Extensive experience and skill sets specializing in strategic planning, stakeholder outreach, participation, and facilitation;
- Extensive knowledge and experience of and with the Roseville community;
- Experience with other cities in facilitating visioning projects specifically in response to budget issues;
- Proven abilities to work with large groups in consensus building; and,
- Capability to achieve results within the project's aggressive timeline.

The scope of work and professional services agreement are attached. The total not-to-exceed contract amount is \$47,885.

Budget Adjustment

As also indicated in the April 19th staff report, the total project cost is not expected to exceed \$150,000 based on the current anticipated scope of work. This budget assumes costs for meeting facilitation, video recording and broadcasting of all meetings, public engagement and outreach, printing/postage, incidental costs associated with committee meetings, temporary clerical labor for agenda and meeting packet preparation and distribution, etc.

The project will bridge two fiscal years (FY2017 and FY2018). As such, anticipated expenses are required to be budgeted in both. For FY2017, staff recommends a budget adjustment of \$100,000 authorizing expenditure from the Strategic Improvement Fund (SIF), which is necessary to execute and encumber MIG's professional services agreement and other contracts associated with the project prior to the end of the fiscal year. For FY2018, staff recommends appropriation of an additional \$50,000 from the SIF for expenses anticipated after July 1st, which will be included in the FY2018 budget presented for Council approval in June.

Staff will use all efforts possible to minimize expenditures associated with the project. Any remaining funds will be unencumbered back to the SIF once the project is complete.

FISCAL IMPACT

Costs associated with the project are not expected to exceed \$150,000 based on the current scope of work, funded from the Strategic Improvement Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Execution of the professional services agreement and budget adjustment is not expected to result in measurable economic development activity or job creation.

ENVIRONMENTAL REVIEW

Execution of a budget adjustment and professional services agreement for meeting facilitation will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)) and is therefore not subject to CEQA review.

Respectfully Submitted,

Mike Isom, Development Services Manager

Rob Jensen, City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-142

Professional Services Agreement with MIG

Ordinance No. 5830

Budget Adjustment Form

RESOLUTION NO. 17-142

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MOORE IACOFANO GOLTSMAN, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement for Community Priorities Advisory Committee Facilitation, by and between the City of Roseville and Moore Iacofano Goltsman, Incorporated, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Project: Community Priorities Advisory Committee Facilitation

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation ("CITY"), and Moore Iacofano
Goltsman, Incorporated, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of public meeting process
design, facilitation, and graphic recording; and

WHEREAS, CONSULTANT has prepared a proposal dated March 29, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
services related to public meeting process design, facilitation, and graphic recording.

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A." Total compensation shall not exceed forty-seven thousand, eight hundred eighty-five dollars (\$47,885).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Mike Isom
Development Services Manager
311 Vernon Street
Roseville, CA 95678

Louis J. Hexter II
MIG, Inc.
800 Hearst Avenue
Berkeley, CA 94710

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

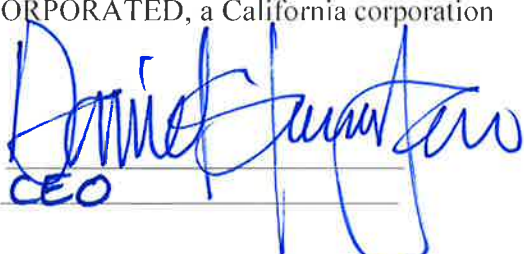
20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

MOORE IACOFANO GOLTSMAN,
INCORPORATED, a California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: CEO

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

DOMINICK CASEY
Assistant City Manager

EXHIBIT "A"



29 March 2017

Mike Isom, Development Services Manager
Development Services Department
City of Roseville
311 Vernon Street
Roseville, CA 95678

via email: misom@roseville.ca.us

Dear Mike:

MIG, Inc., is pleased to submit this cost proposal for providing facilitation and meeting management and process support services for the City's Community Priorities Advisory Committee.

City of Roseville – Community Priorities Advisory Committee Process

MIG Preliminary Scope of Services

TASK 1.0: Pre-Meeting Coordination and Preparation

The MIG team will participate in a 1-hour conference call with project staff to discuss the objectives, key issues, and structure in preparation for each committee meeting (a total of 15). The discussion will include logistics coordination, the agenda, and any background materials to assist MIG staff in preparing for the meeting. The time budget also provides for meeting material preparation, review and production, and further coordination with project staff.

Professional Time

Lou Hexter, Sr. Facilitator:	15.0 Hours @ \$150/Hour.....	\$2,250.00
Maria Mayer, Project Associate:	30.0 Hours @ \$95/Hour.....	\$2,850.00
Ian Goldberg, Graphics Associate:	8.0 Hours @ \$120/Hour.....	\$960.00

Professional Time Subtotal \$ 6,060.00

TASK 1.0 ESTIMATED COST:..... \$6,060.00

TASK 2.0: Facilitation/Graphic Recording at Committee Meetings (15)

Lou Hexter is a seasoned facilitator and graphic recorder and will moderate each of the Committee meetings. MIG uses "facilitation graphics" to record participant comments and questions in text and illustrations on large wall-sized paper (wallgraphics) that help to establish the group's memory of both the flow and the content of discussions. MIG will also provide one (1) skilled associate who will help to support the meeting as well as take detailed, comprehensive notes during each Committee meeting. Depending on the meeting design (as established during the meeting coordination and preparation call), MIG will provide materials for innovative meeting facilitation,

including specialized activity boards. The time budget provides for meeting facilitation and support, travel time, and set-up and clean-up before and after each committee meeting.

Professional Time

Lou Hexter, Sr. Facilitator:	75.0 Hours @ \$150/Hour.....	\$11,250.00
Maria Mayer, Project Associate:	75.0 Hours @ \$95/Hour.....	\$7,125.00

Professional Time Subtotal \$ 18,375.00

Direct Costs

Mileage, Tolls, Parking, Printing:.....	\$1,000.00
Reproductions (Printing, Plotting, Photocopies)	\$500.00

TASK 2.0 ESTIMATED COST:..... \$19,875.00

TASK 3.0: Summary Documentation

MIG will produce summaries of each committee meeting (15). Documentation will include information gathered from the meeting note-taking and facilitation, a summary of any activity results, and photoreductions of the wallgraphics produced during the meeting. MIG will provide one (1) electronic copy of these to staff for distribution to Committee members.

Professional Time

Lou Hexter, Sr. Facilitator:	15.0 Hours @ \$150/Hour.....	\$2,250.00
Maria Mayer, Project Associate:	60 Hours @ \$95.00/Hour.....	\$5,700.00
JulieAnn Murphy, Project Assistant:	25 Hours @ \$80.00/Hour.....	\$2,000.00

Professional Time Subtotal \$9,950.00

TASK 3.0 ESTIMATED COST:..... \$9,950.00

TASK 4.0: Project Management

MIG will maintain regular communications with the City throughout the process via phone, email and in-person communications. MIG will provide regular, timely project accounting and invoicing.

Professional Time

Lou Hexter, Sr. Facilitator:	9.0 Hours @ \$150/Hour.....	\$1,350.00
JulieAnn Murphy, Project Assistant	8.0 Hours @ \$80/Hour.....	\$640.00

Professional Time Subtotal \$1,990.00

TASK 4.0 ESTIMATED COST:..... \$2,890.00

TASK 5.0: Additional Services

MIG will provide additional services to support the Committee process on an as-needed basis, including meetings and phone calls with City staff and technical consultants, updates on process design and supplemental graphic design and communications.

Professional Time

Lou Hexter, Sr. Facilitator:	30.0 Hours @ \$150/Hour.....	\$4,500.00
Maria Mayer, Project Associate:	30.0 Hours @ \$95/Hour.....	\$2,850.00
Ian Goldberg, Graphics Associate:	8.0 Hours @ \$120/Hour.....	\$960.00

Professional Time Subtotal \$ 8,310.00

Direct Costs

Mileage, Tolls, Parking:		\$300.00
Reproductions (Printing, Plotting, Photocopies)		\$500.00

TASK 5.0 ESTIMATED COST:..... \$9,110.00

The estimated total for tasks 1-4 outlined above is **\$47,885.00**. This is a maximum amount not to be exceeded unless you authorize a change to the scope of work. Please note that all estimated reimbursable expenses are based on cost plus 10%.

We look forward to the opportunity of working with you. If you should have any questions, please feel free to contact me at (510) 845-7549.

Sincerely,



Louis J. Hexter II
Sr. Project Manager

LJH:jam

ORDINANCE NO. 5830

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2016-17, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for Community Priorities Advisory Committee Facilitation, per request of the City Managers' Department, as listed on the attached Request for Budget Adjustment totaling \$100,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

REQUESTER*: Mike Isom, Development Services Manager

DEPARTMENT/DIVISION*: City Manager's Office

FISCAL YEAR/EFFECTIVE DATE*: FY 17

PROPOSED COUNCIL DATE (if applicable): 04/19/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
100,000	01010	5101				Contract & consultant support for CPAC
\$ 100,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
100,000			110			Available fund balance
\$ 100,000	TOTAL					

FINANCE USE	Approved:	<i>[Signature]</i> 4/4/17	<i>[Signature]</i> 4/4/17
	BUDGET MANAGER/DISEGNEE	DATE	Finance Director

Justification for Budget Adjustment*:

Consultant and contract support for public outreach activities, meeting facilitation and process design, and other tasks associated with the Community Priorities Advisory Committee.

Approved:	<i>[Signature]</i> 4/13/17	Approved:	<i>[Signature]</i>
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

For Rob Jensen



COUNCIL COMMUNICATION

CC #: 8407
File #: 0102-11

Title: 2016 Crime Rates and Trends Report
Contact: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 10.1.

RECOMMENDATION TO COUNCIL

No Council action is requested. This is an informational item.

BACKGROUND

Police Chief Daniel Hahn will provide City Council with an overview of the City's 2016 crime and traffic statistics, regional and long-term trends, and the department's strategies for addressing them.

FISCAL IMPACT

Not applicable to this informational item.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8403
File #: 0800-05

Title: FY2017-18 Information Technology Internal Service Fund Review
Contact: Roger Root 916-774-5120 rroot@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 10.2.

RECOMMENDATION TO COUNCIL

This item requires no Council action and is for information only.

BACKGROUND

This presentation will consist of a high level glance of the FY 2017/18 Information Technology budget, trends and any changes due to the transformation into an internal service fund department. Presentation topics include:

- Total IT-ISF budget for upcoming Fiscal Year
- Citywide IT expenses
- Technology costs by department
- Unfunded technology liability
- Innovative technology projects

FISCAL IMPACT

There is no fiscal impact as a result of this informational report.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

This presentation is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Roger Root, Information Technology Program Manager

Hong Sae, Chief Information Officer

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Information Technology FY2017/18 Internal Service Fund



Information Technology FY2017/18 Internal Service Fund (ISF)

Roger Root, IT Program Manager, Strategic Planning & Digital Communications

Hong Sae, Chief Information Officer

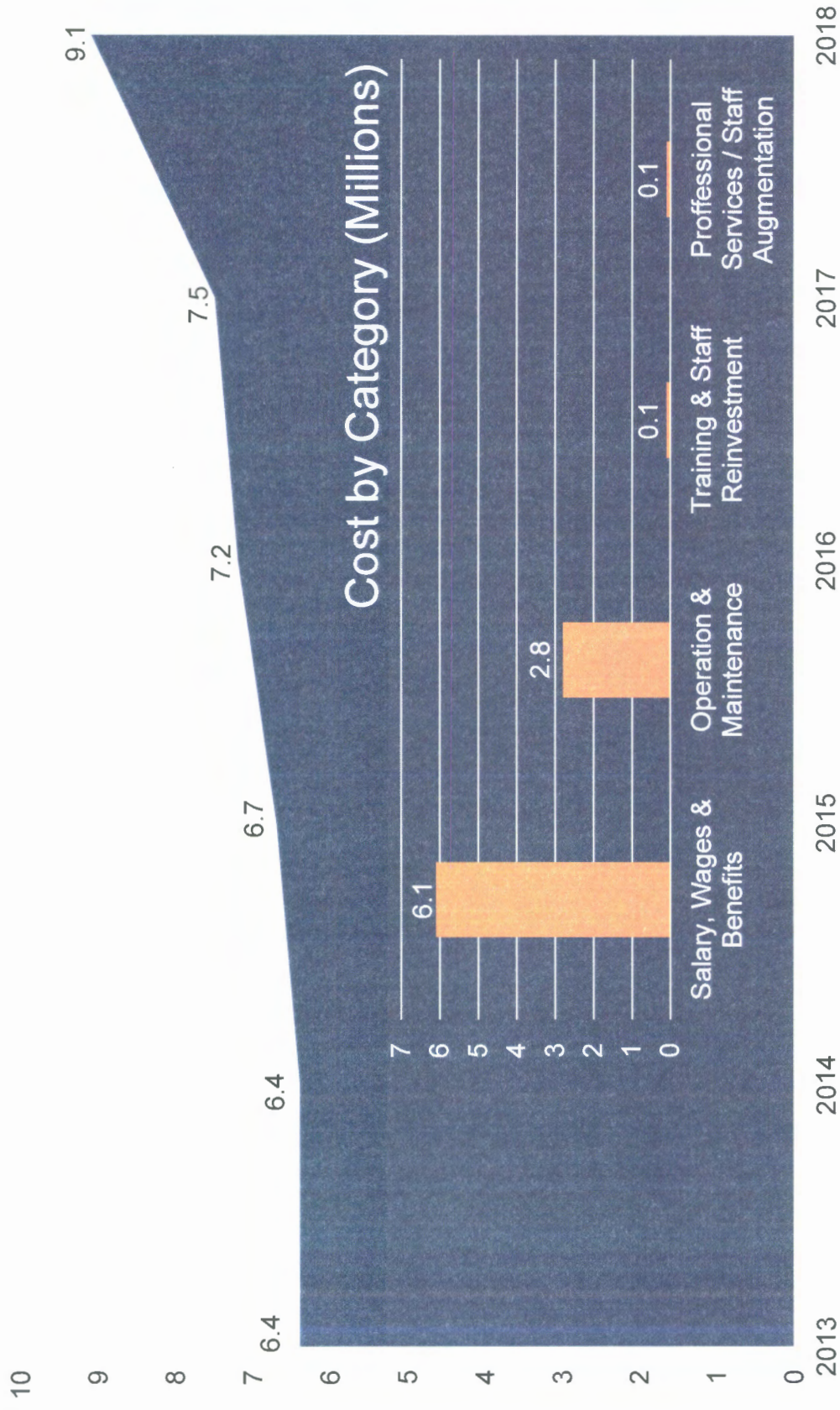
April 2017 – Information Technology



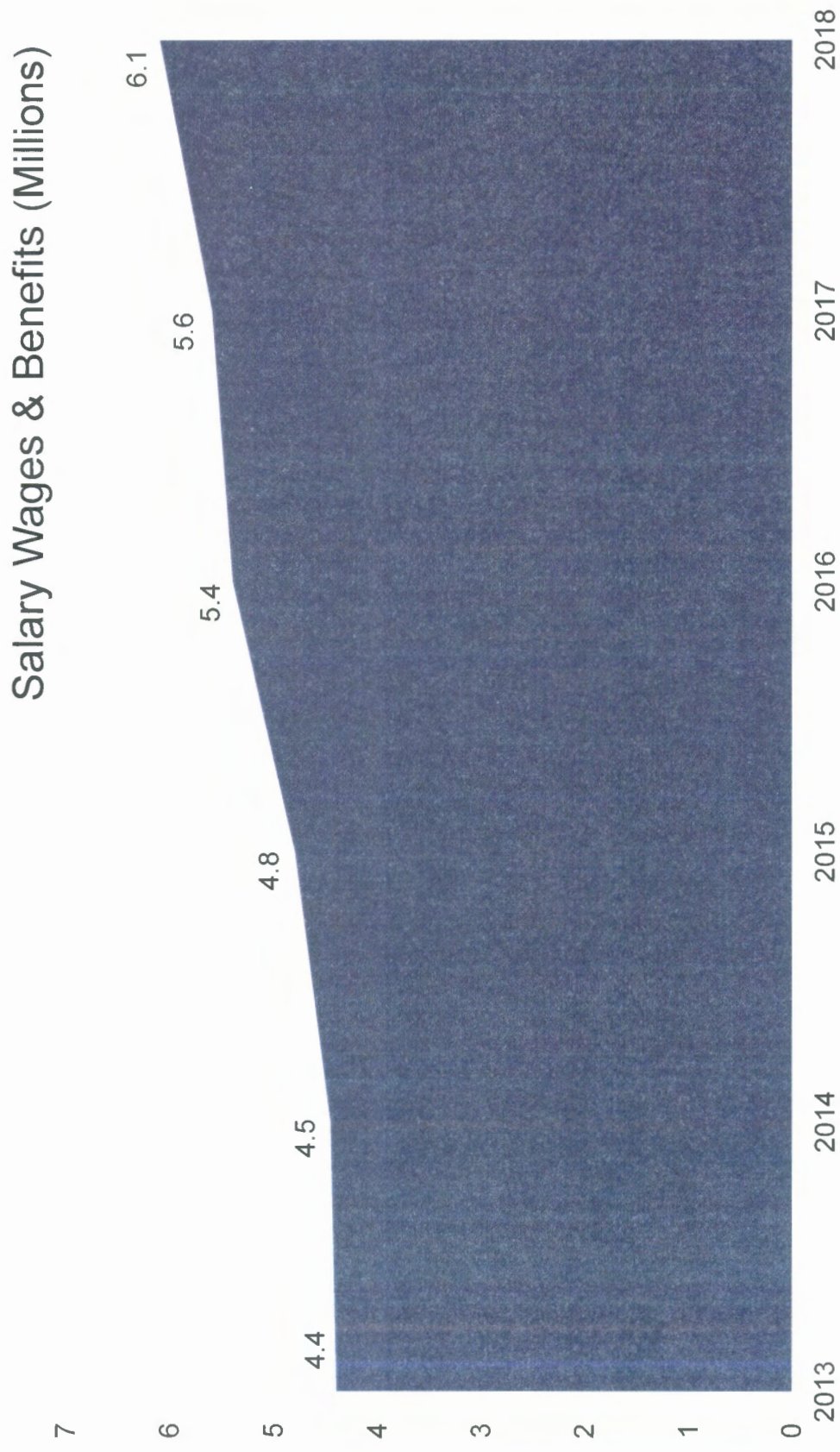
ISF Goals (FY2017/18)

- Accurately identify the true cost of technology in the organization
 - Accurately allocate those costs to the departments
 - Identify unfunded technology liability
 - Better accountability
 - Data driven funding decisions
 - More thoughtful prioritization process
-

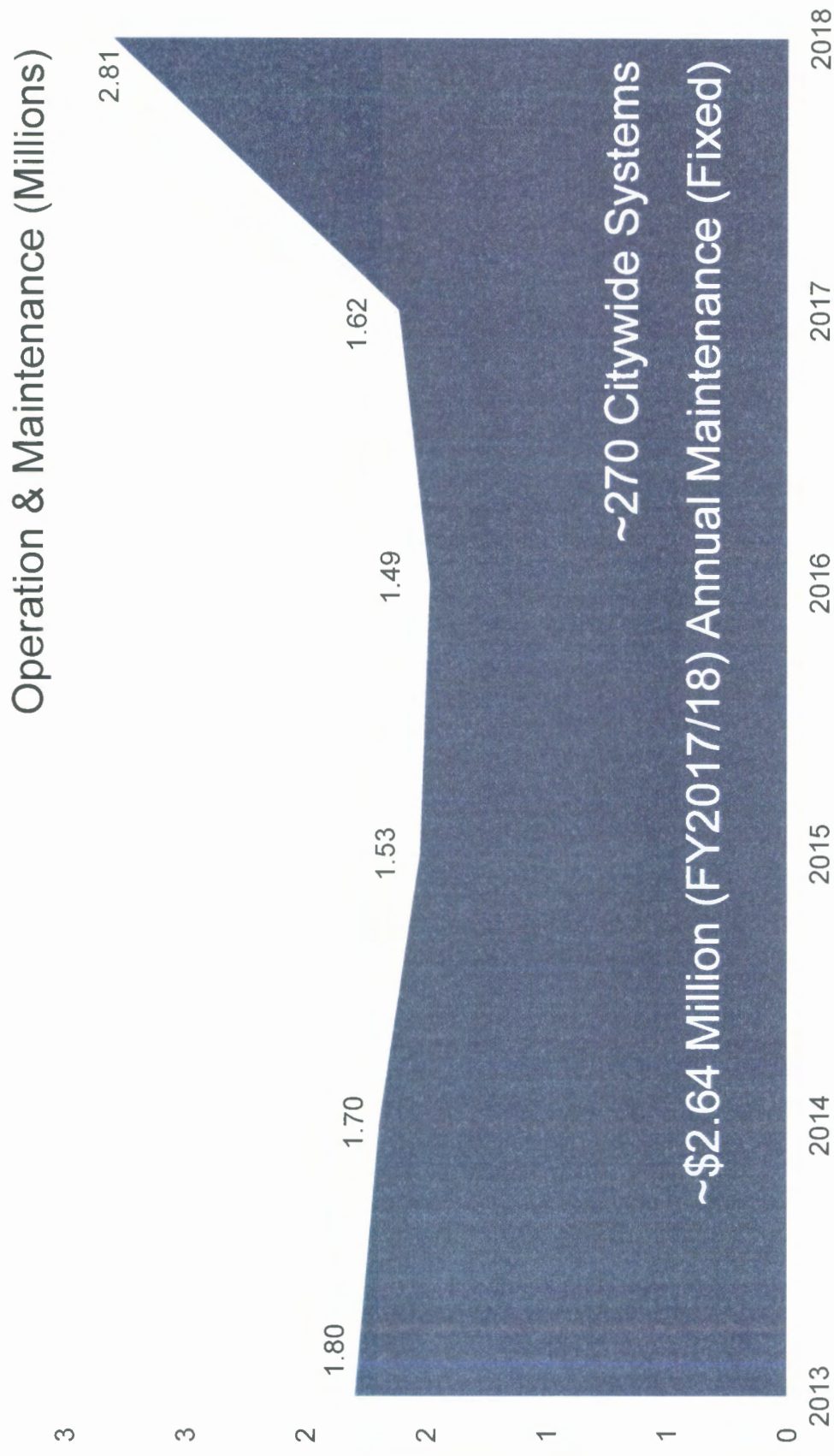
IT Budget FY2013-2018



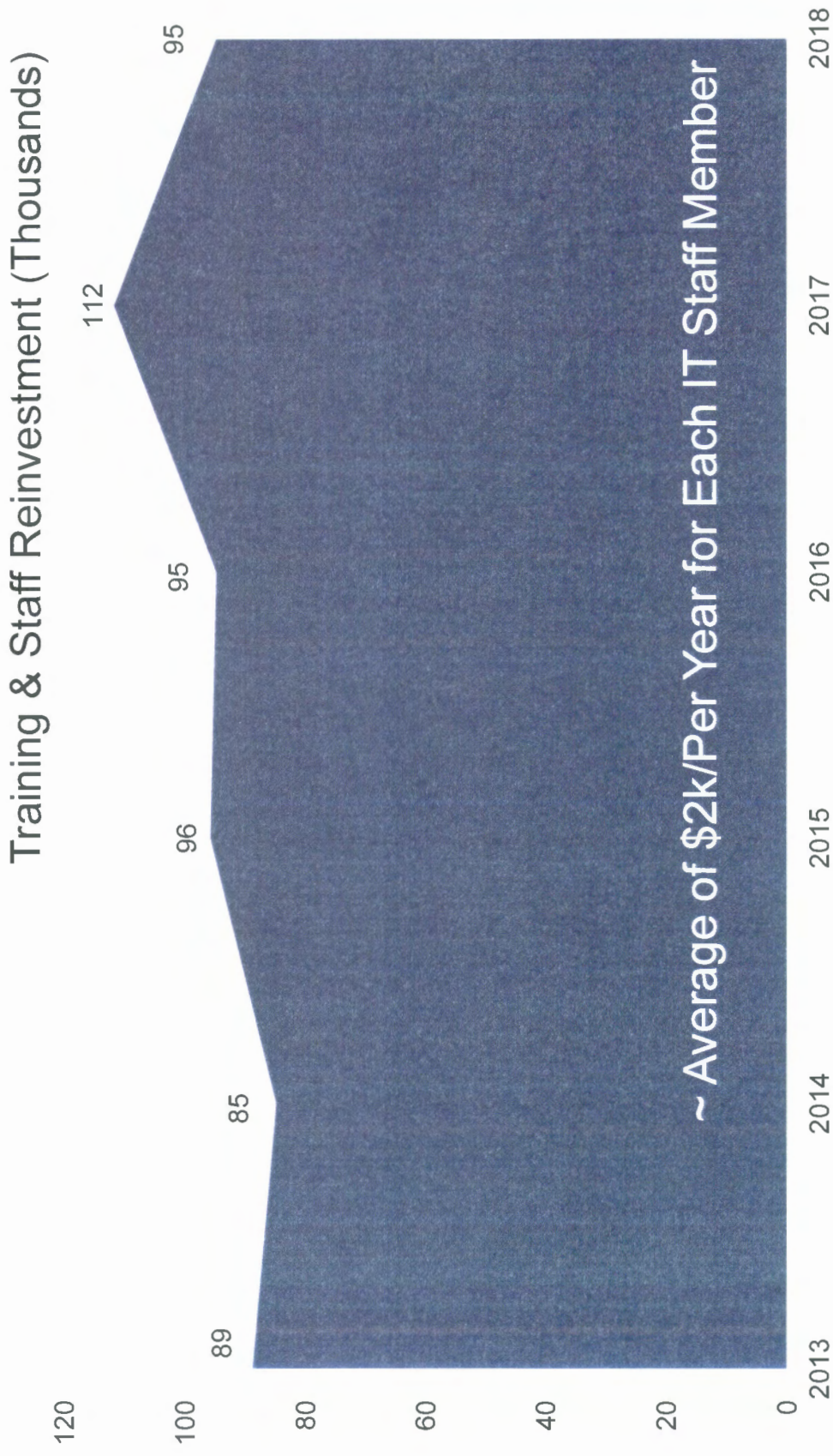
What Makes Up the IT Budget?



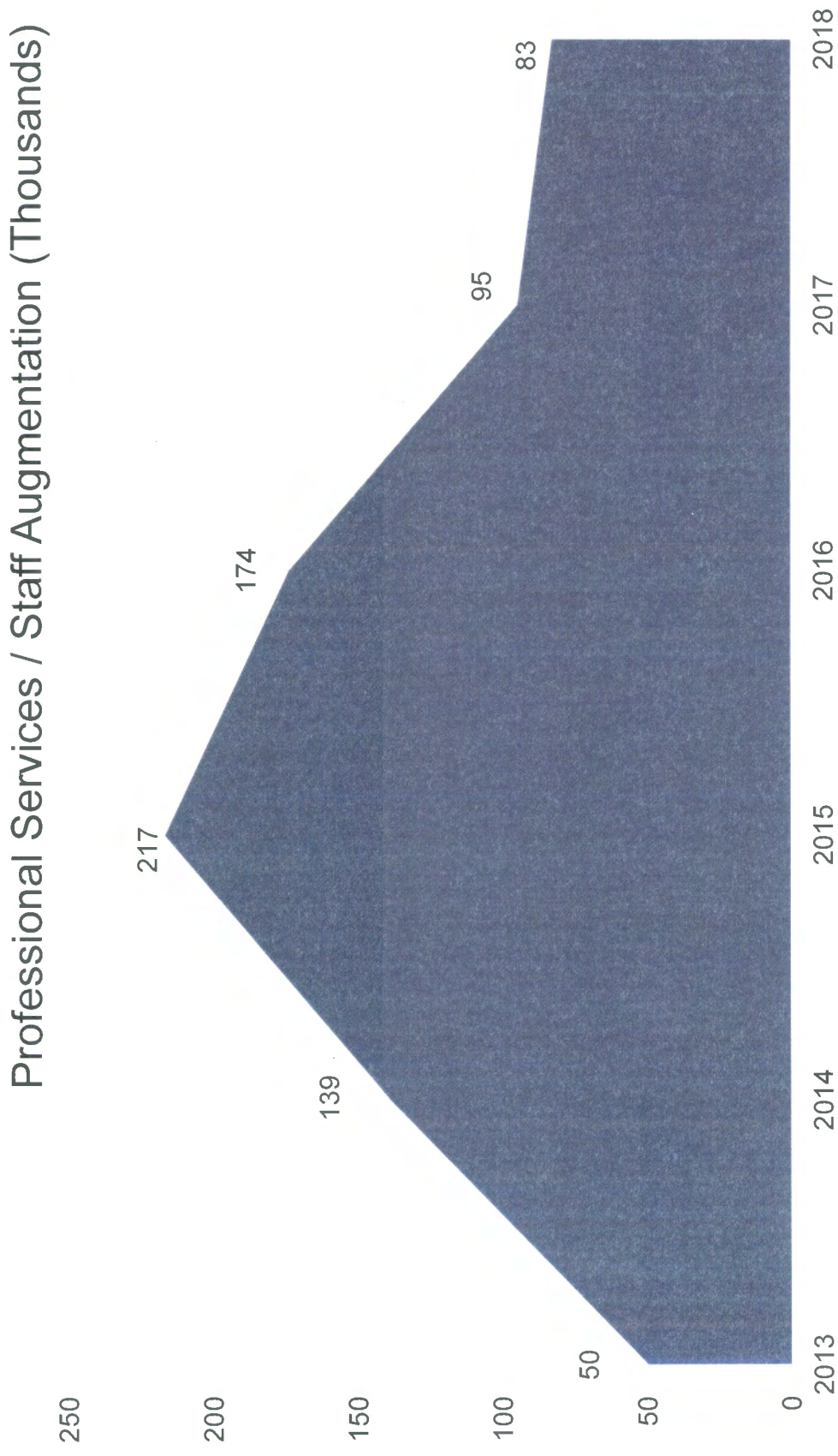
What Makes Up the IT Budget?



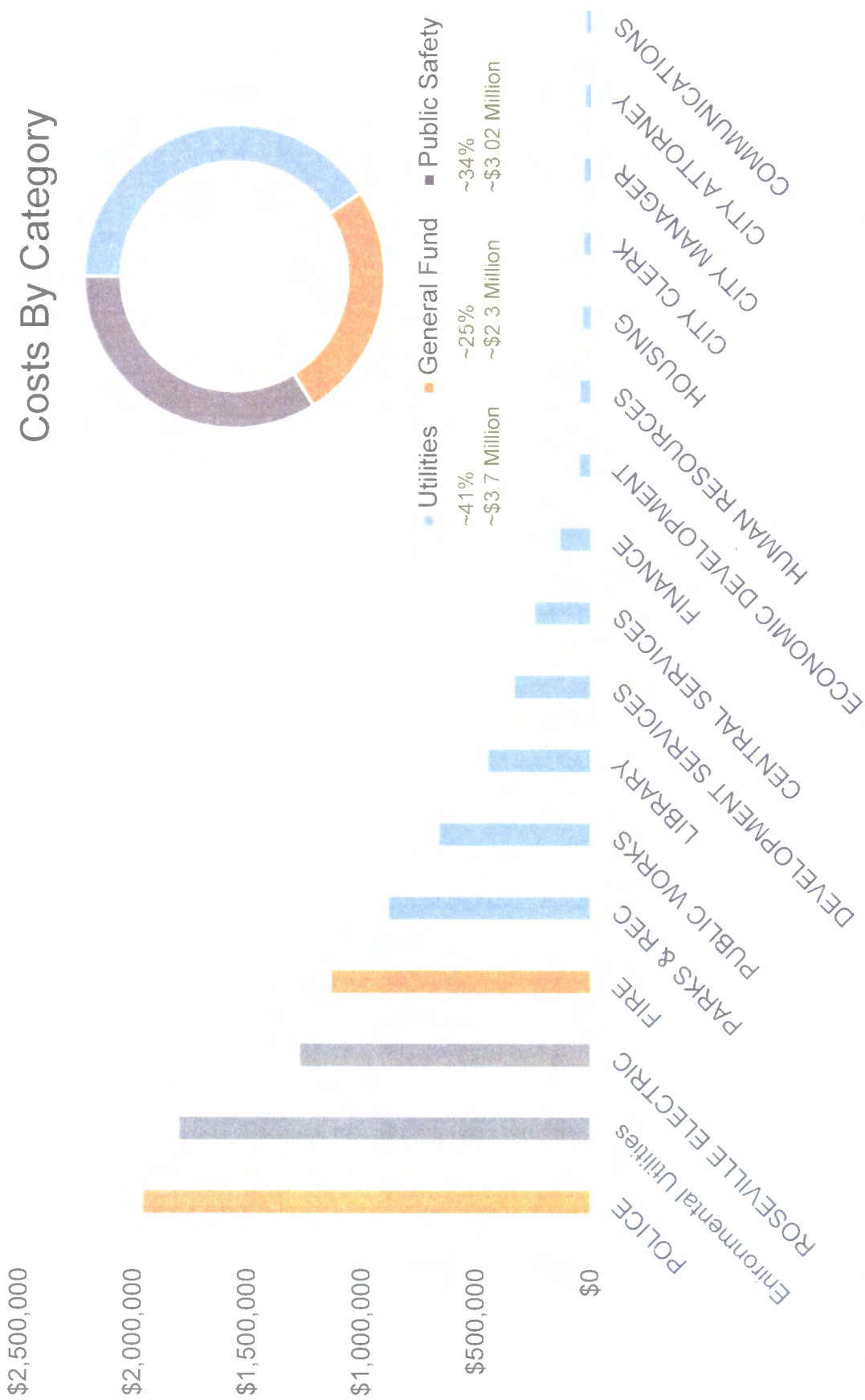
What Makes Up the IT Budget?



What Makes Up the IT Budget?

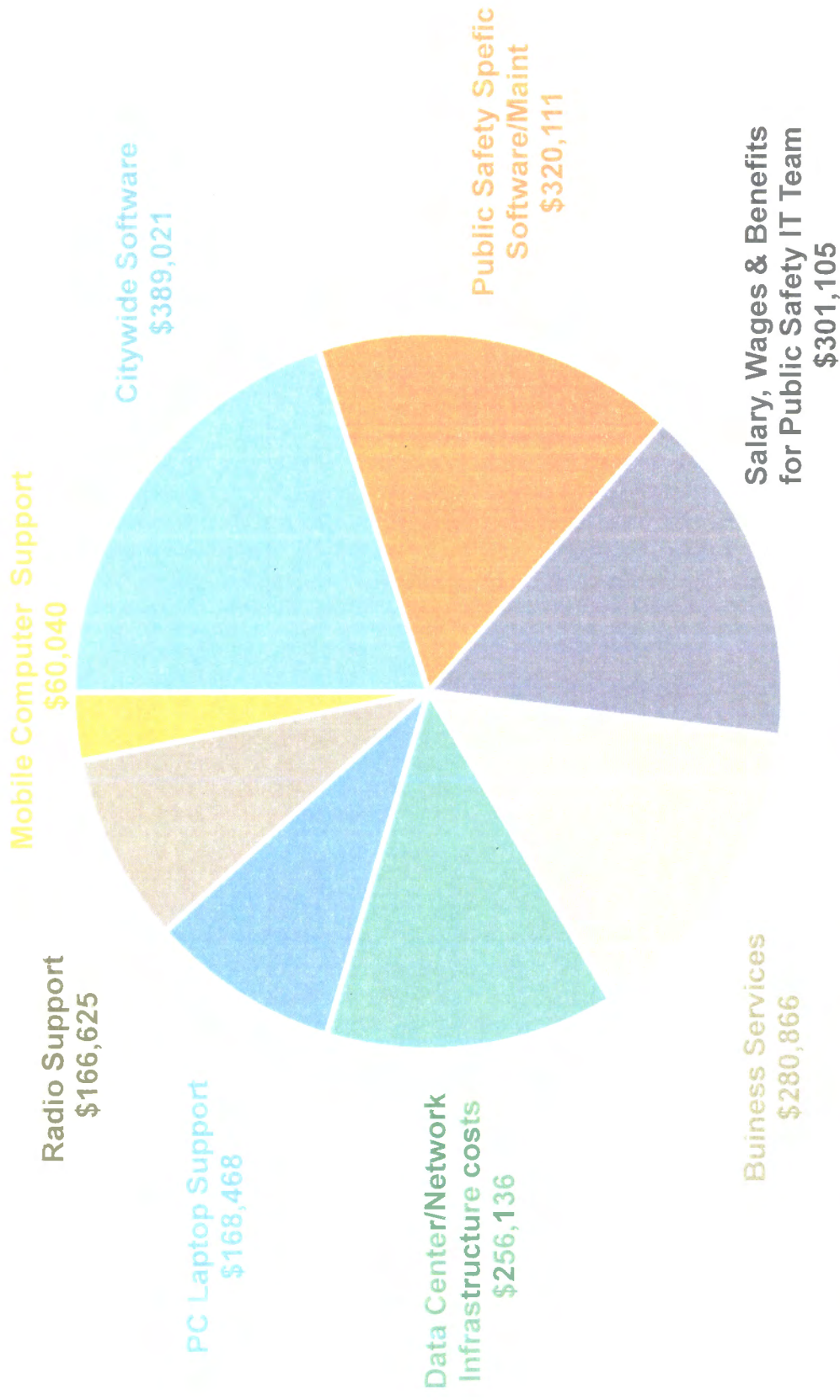


Technology Costs by Department



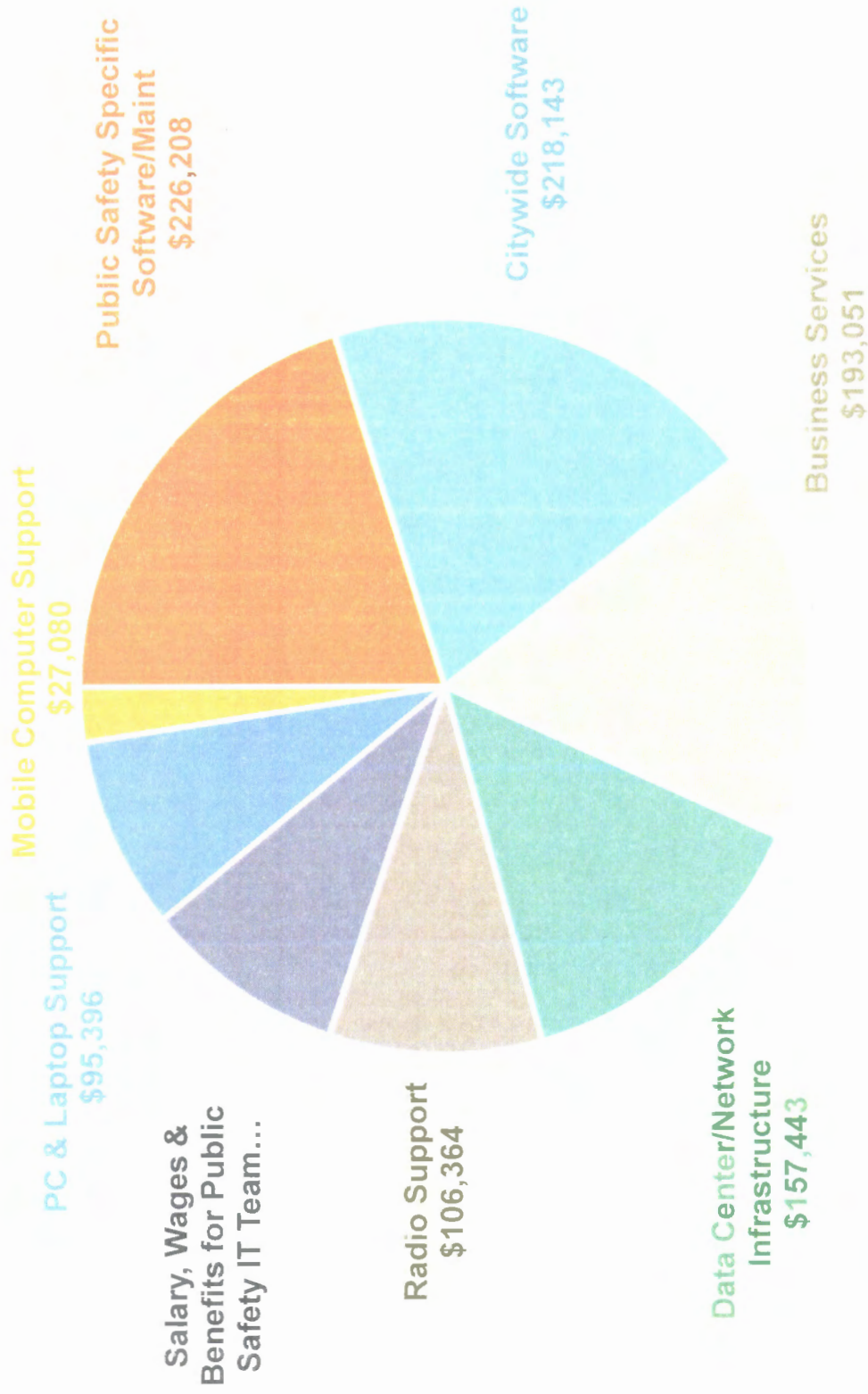
Example: Police Costs Breakdown

~\$1.9 Million (FY2017/18)



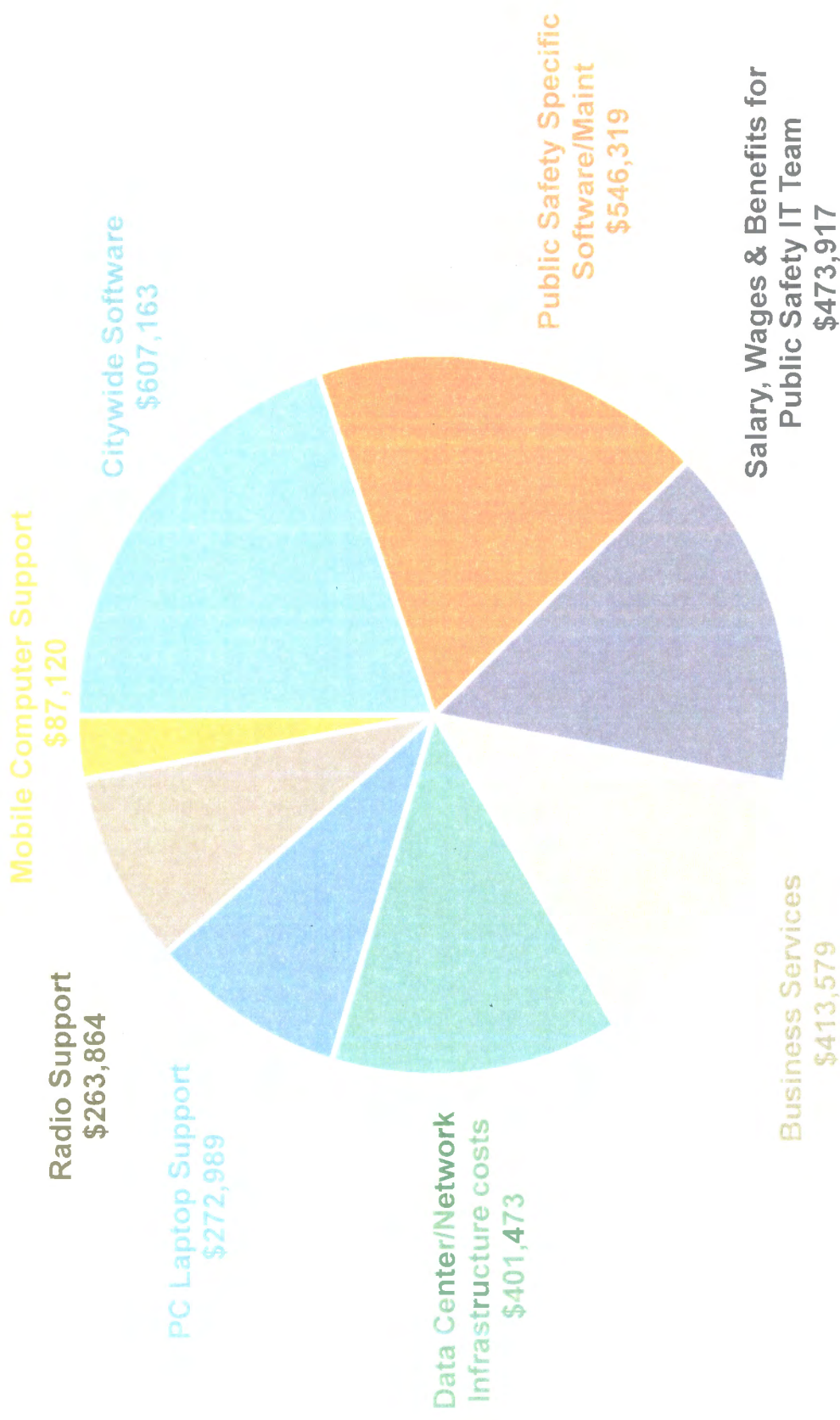
Example: Fire Costs Breakdown

~\$1.12 Million (FY2017/18)



Example: Public Safety Costs

~\$3.02 Million (FY2017/18)



Example: Public Safety Operations

\$0.17

Per Radio Click

\$1.81

Each 911/Non-
Emergency Calls

\$34.37

Average Hourly Rate
for 24x7 IT Support

\$1.82

Per Day for each
Laptop and/or
Computer Maint.

\$5.40

Per Day for each
FTE for Email,
Finance/Payroll

\$2.08

Per Day for each
Mobile Data
Computer Operation

\$701.24

Network
Infrastructure Cost
Per Day

\$769.50

Per Day for Facilities,
Utilities, Admin Fees

Lessons Learned / Future Action

- Continue to Aligns with Council Goals
 - Project 10 Year Capitol Replacement Plan
 - Utilize Decision Making Process to Prioritize Project
 - Start Early & Collaborate Among Departments
 - Bring Forward an ISF Policy for Approval
-



Questions?



COUNCIL COMMUNICATION

CC #: 8409
File #: 0102-11

Title: Strategy Assessment Reporting on Technology Security
Contact: Norm Hinman 916-774-5408 nhinman@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 10.3.

RECOMMENDATION TO COUNCIL

This item requires no Council action and is for information only.

BACKGROUND

As part of the City's ongoing efforts to build an effective, business aligned technology security strategy, we hired an enterprise security consultant team from Optiv to conduct a Citywide Strategic Technology Security Assessment. Optiv provided a strategic review of the security program to assist the City in building an information security strategy that matches business objectives and/or addresses specific security concerns.

The goal was to develop a solid, business-aligned security strategy to produce the following benefits:

- Helps protect the organization from the growing threats specific to its business
- Provides a strategic view of the organization's security program that can be quickly acted upon to begin improving those areas that represent the most risk
- Presents evidence to the boardroom, executive team, and outside parties that the organization is taking the necessary steps to protect its critical assets

By reviewing the Council goals and priorities, business strategies, and cyber security threats, Optiv recommend a number of technology security improvements, ranging from specific compliance objectives, threat countermeasures, and risk- and/or threat-centric solutions to enhance the security program. The primary deliverable is a multi-year view of security program initiatives including recommendations to fulfill immediate and long-term objectives:

1. Create a comprehensive security roadmap to strengthen Roseville's information security program and overall posture.
2. Implementation of an ongoing, sustainable security program enabling Roseville to protect its infrastructure and personally identification information to its fullest extent.

FISCAL IMPACT

There is no fiscal impact as a result of this informational report

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action

ENVIRONMENTAL REVIEW

This assessment is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Norm Hinman, Information Technology Information Security Administrator

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

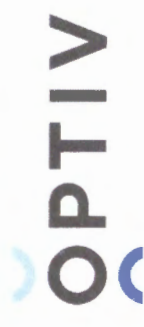
Description

Technology Security Strategy Assessment

City of Roseville, CA Technology Security Strategy Assessment

April 2017

Delivered by: Norman Kromberg (Optiv)
Team Lead: Norm Hinman, Tom Pelster (Roseville)



City Goals and Strategy

1. Create a comprehensive security roadmap.
2. Implement an ongoing, sustainable security program to protect infrastructure and personally identification information (PII).

Organizational Context and Assumptions

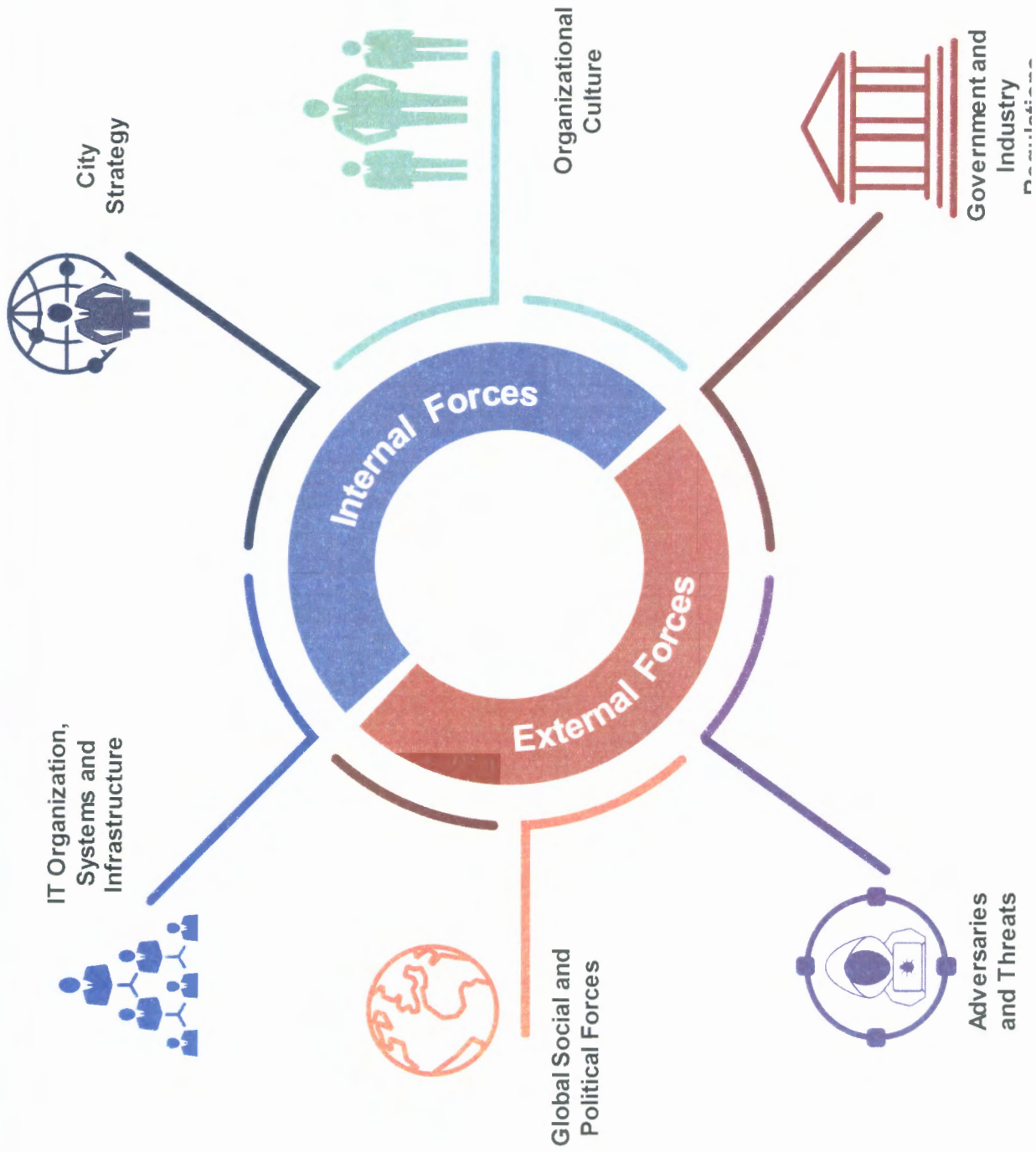
- Reliance on third party software applications
- Compliance & Regulatory Requirements (NIST, PCI, NERC, FERC, DHS, CJIS, SOX, FDA, HIPAA)
- Most data is considered publically available
- New budget approach, Internal Service Fund = Accountability
- Hired a dedicated Information Security Administrator in 2015

Executive Summary

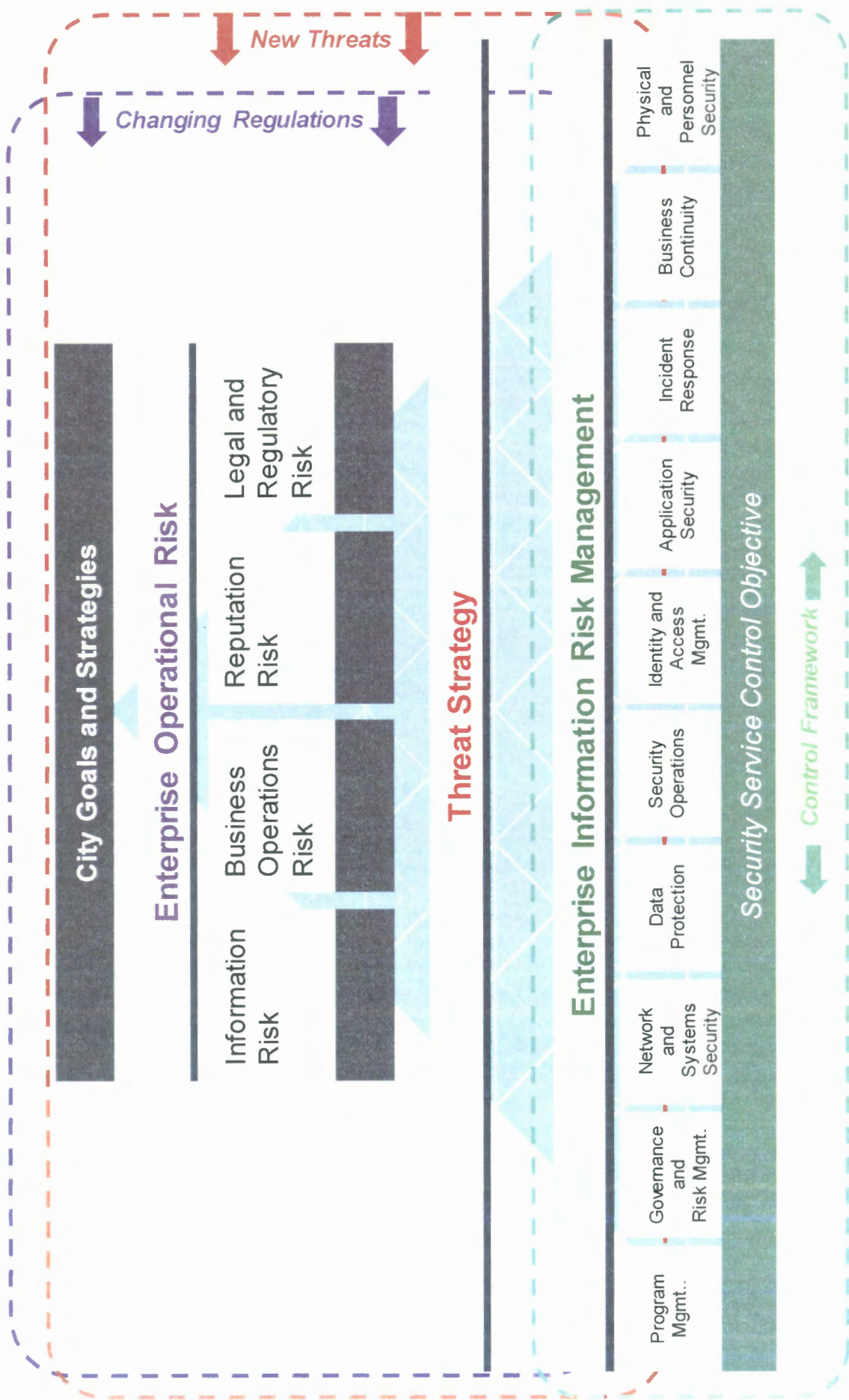
Current State

- Security Program positioned to address threats and risks facing the City today
- IT has a strong operational model and defined strategic objectives
- Opportunities for collaboration on security with other departments
- Implementation of Technology Service Agreements and the City Manager's vision is consistent with the network architecture
- Increased use of third party "cloud" services requires ongoing assessment and governance

Six Forces of Security: Security Influencers



City Aligned Security Program



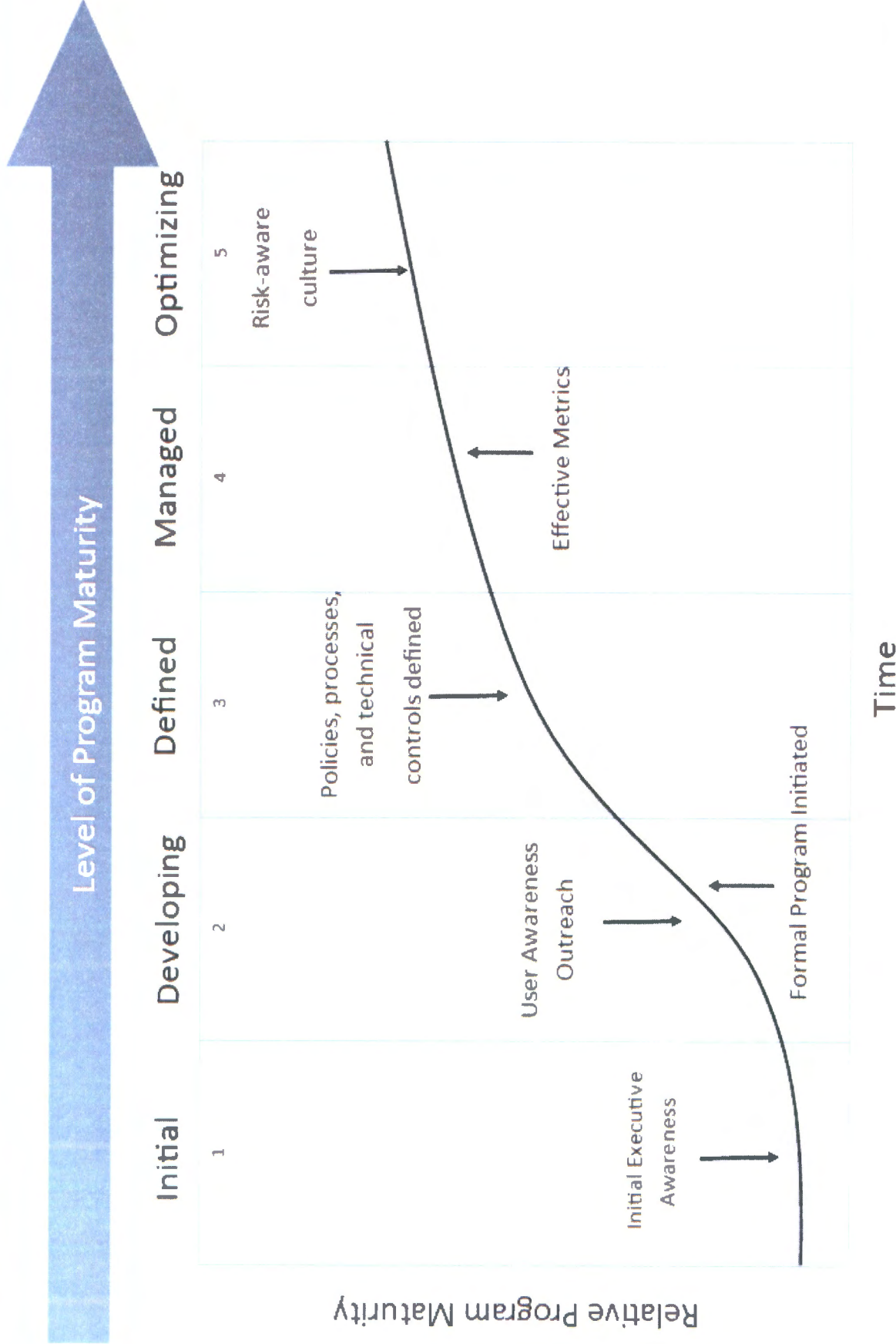
The Security Journey

City Aligned Strategy: Create a security program that enables your organization by understanding the City objectives, compliance objectives, threats and material risks.



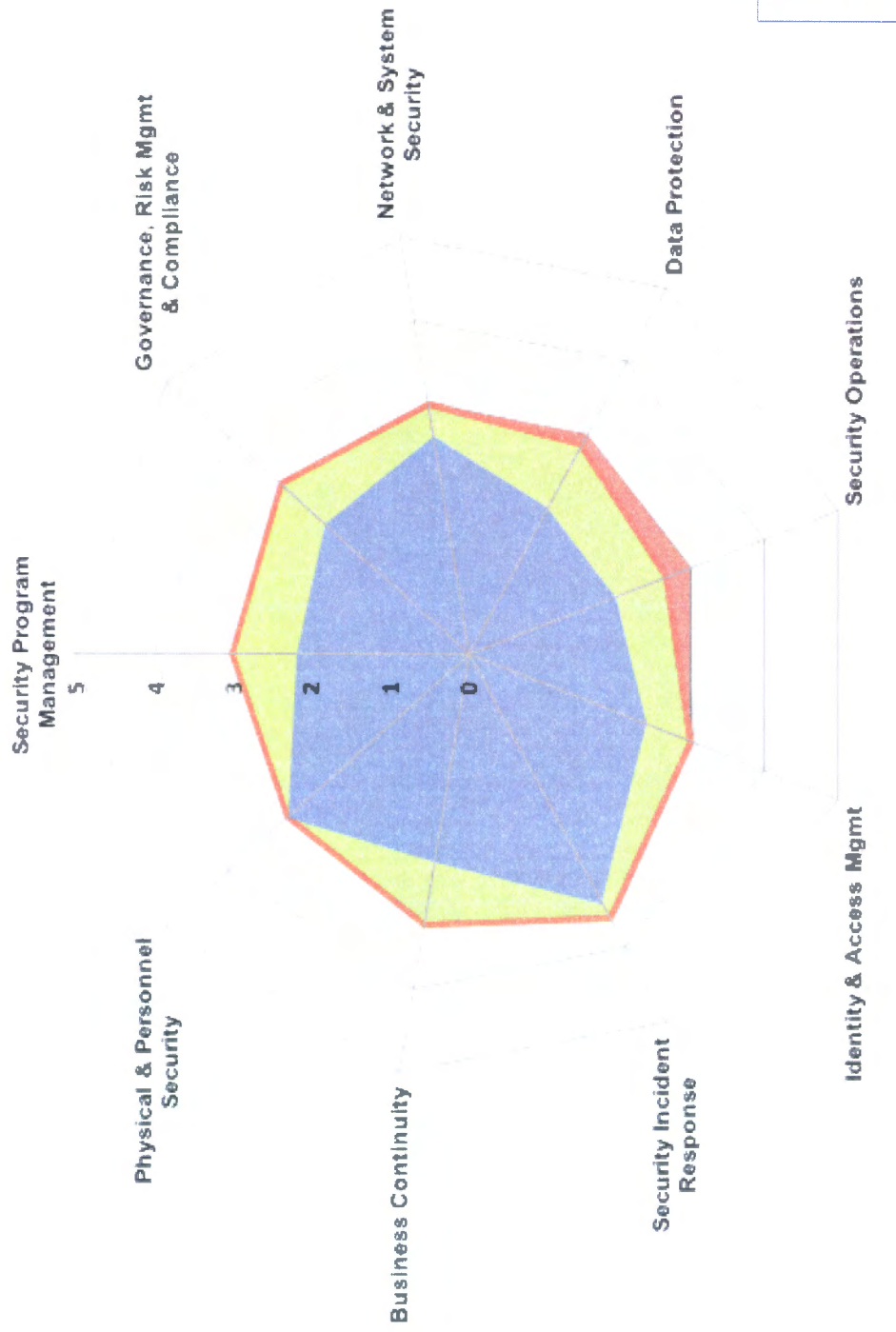
OPTIV

Cybersecurity Program Maturity



OPTIV

Security Focus Area Controls Maturity Security Strategy Assessment - February 2017



Executive Summary

High-Level Road Map (by Focus Area)

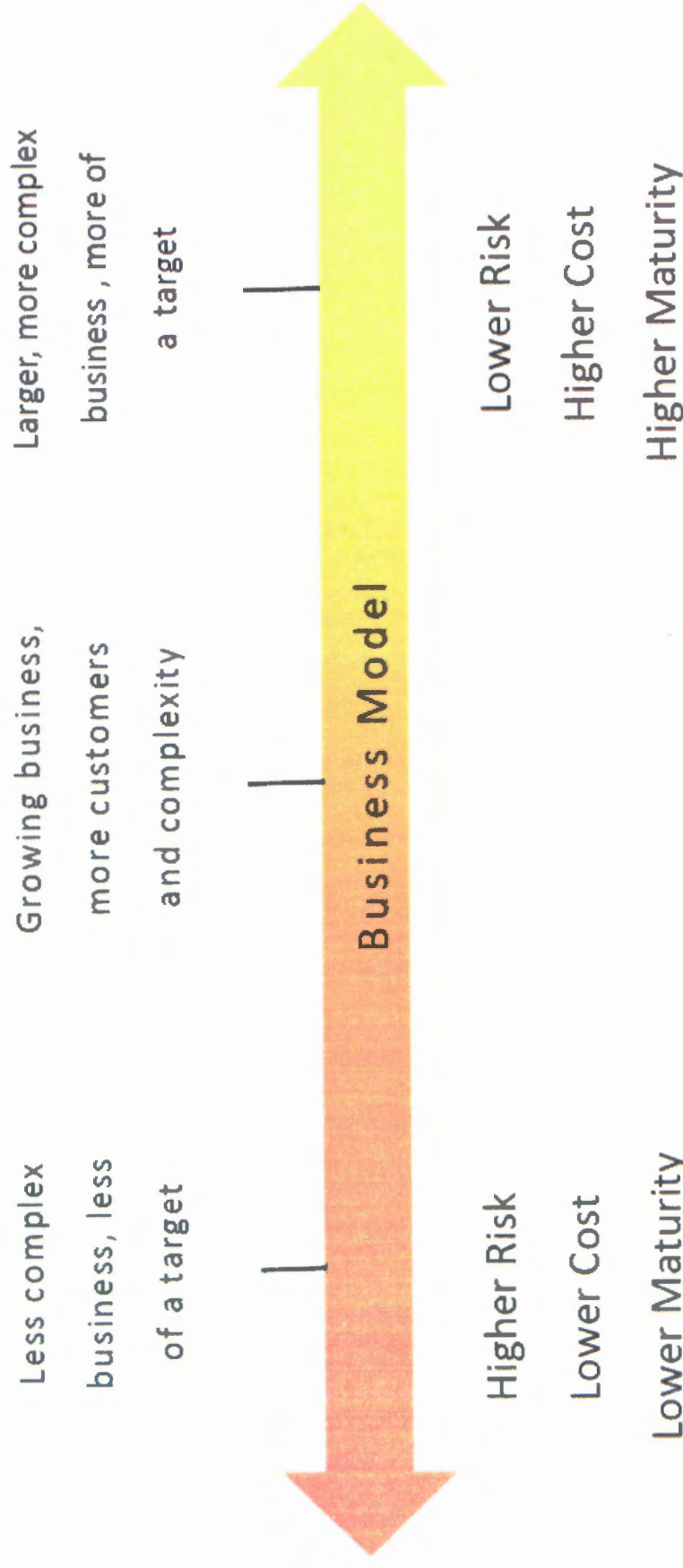
Program Management	Governance Risk & Compliance	Network & System Security	Data Protection	Security Operations	Identity & Access Management	Application Dev	Security Incident Response	Business Continuity	Physical & Personnel Security
Budget Mgt	Policies Procedures Standards	Network Security	Data Leakage Protection	Asset Mgt	Privileged Access Mgt	Secure SDLC	Incident Response Planning	Business Continuity Mgt	Physical Security
Security Strategy Roadmap	Security Awareness & Training	Mobile Security	Secure File Transfer	Change Control	Network Account Mgt	Secure Design & Coding	Computer Forensics	Business Impact Analysis	Personnel Security
Business Alignment	3rd Party Risk Mgt	Endpoint Protection	Cloud Data Security	Security Event Monitoring	AuthN / AuthZ	Code Review	Discovery Support	Disaster Recovery	Records Destruction & Disposal
Resource Mgt & Staffing	Security Metrics	Remote Access	Encryption	Vulnerability Mgt	User Provision / Deprovision	Application Penetration Testing	Breach Response	Business Continuity Testing	User Enforcement
Enterprise Security Arch	Information Risk Governance	Network Access Mgt	Key Mgt	Threat Intelligence	Identity Mgt		Investigations		
	Compliance & Audit		Data Classification	Penetration Testing					
	Privacy		Secure Messaging						

Guidance or Normal
Course of Business

Phase II

Phase I

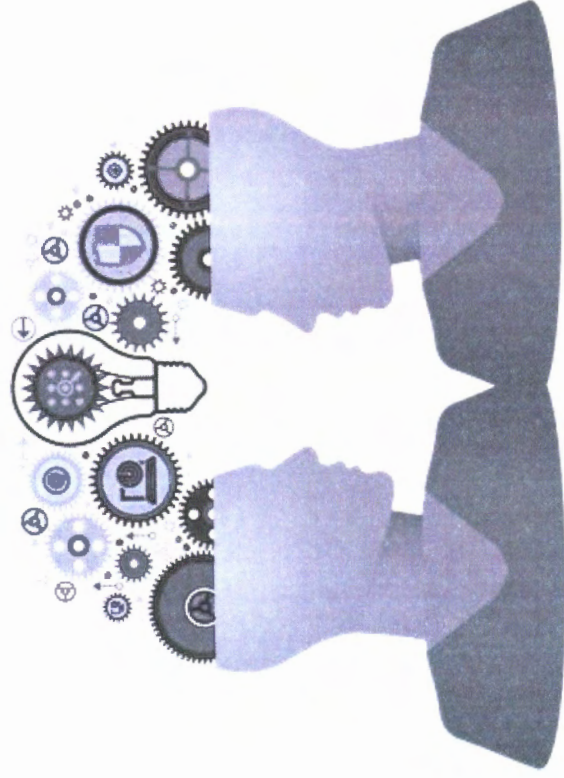
What is Acceptable Risk



Our objective is to build a sustainable security program that adequately protects the City while successfully accomplishing our goals

OPTIV

Questions?





COUNCIL COMMUNICATION

CC #: 0102-11

File #: 8411

Title: Community-Access Television Station - Recommendation to Discontinue Use

Contact: Megan MacPherson 916-774-5455 mmacpherson@roseville.ca.us

Meeting Date: 4/19/2017

Item #: 10.4.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council consider discontinuing operation of the community-access television station in the Riley Library building when funding ceases for the two Comcast contractor positions that operate the facility. Funding will end December 31, 2017 upon expiration of the current Comcast franchise agreement.

BACKGROUND

The current cable franchise agreement between the City of Roseville and Comcast expires on December 31, 2017. It was among the last cable-franchise agreements to be negotiated with a municipality before Assembly Bill 2987, the Digital Infrastructure and Video Competition Act of 2006 (DIVCA), went into effect. DIVCA substantially preempted the ability of individual municipalities to grant cable-operating franchises (and renewals) to entities seeking statewide video franchises/operating authority.

DIVCA designated the California Public Utilities Commission as the appropriate regulatory agency to issue statewide franchises, which are valid for 10 years and then require renewal.

Part of the current franchise agreement included Comcast's agreement to employ two staff members who operate the community-access television station in the Martha Riley Library Building. City staff has confirmed with Comcast that Comcast will not continue to fund these positions beyond December 31, 2017. At one point, Comcast was funding half a dozen community-access stations in Northern California, now Roseville's is the only one remaining.

Facility Usage and Funding Prospects

City staff met with staff at the community-access station and discussed the changing nature of video editing and broadcasting, as well as the usage of the facility. Some key points:

- Usage of the facility has been steadily declining.
 - o Classes at the facility that once drew 3-10 people a week are now scheduled on

request, given the low demand.

- o About five original shows are regularly produced at the studio. Other community members bring in DVDs of their programs to broadcast.
- o Students who used to learn video-editing and broadcasting skills at the facility now learn these skills at media centers at their high schools.
- o The affordability and widespread access to video cameras, editing software, and web-based, video distribution outlets such as YouTube has also contributed to the decline in use of the facility.

It is anticipated that funding mechanisms used in other communities, such as a group of interested residents forming a foundation to operate the facility, are unlikely to materialize given the low usage of our station.

Staff recommends closing the station given its low usage. Trends indicate that viewership of video through social media and mobile devices will continue to overshadow viewership on traditional broadcast channels such as the community-access television station. The access to equipment and skills to produce video diminishes the value once presented by community-access television programming in reaching a wide community audience base.

If the Council chose to keep the facility open, the City would need to determine job classifications and salary ranges for these positions, which have been held by Comcast employees. In addition, approximately \$100,000-\$120,000 would need to be allocated from the General Fund, since PEG (Public, Education, Government) fees collected from cable customers each month can only be used on capital costs, not labor expenses, per federal law.

FISCAL IMPACT

The recommended action has no impact on the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

This action will result in the loss of two jobs.

ENVIRONMENTAL REVIEW

The ceasing of operations of a community-access television station is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Megan MacPherson, Public Affairs & Communications Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8385
File #: 0320-01

Title: 2017 Weed Abatement - Public Hearing
Contact: Rob Arnett 916-774-5827 rarnett@roseville.ca.us

Meeting Date: 4/19/2017
Item #: 11.1.

RECOMMENDATION TO COUNCIL

To initiate the 2017 Weed Abatement Program staff recommends Council adopt the attached resolution overruling all objections to the proposed abatement of all weeds, rubbish, dirt and/or rank growth, as well as ordering the Fire Chief to abate or cause to be abated, the subject nuisances within the City of Roseville in accordance with the law.

BACKGROUND

On March 15, 2017, the City Council approved a resolution declaring all weeds, rubbish, dirt and/or rank growths a public nuisance. It also set the date, time and place for the required public hearing. The attached resolution is the second and final step necessary to initiate the 2017 Weed Abatement Program.

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. The last three years have shown exceptional compliance from the property owners, and no liens were placed.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Weed Abatement Program involves minor alteration in the condition of the land, water, and or vegetation which 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.

Respectfully Submitted,

Rob Arnett, Supervising Fire Inspector

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-125

2017 Weed Abatement Parcel List

RESOLUTION NO. 17-125

ORDERING THE DESTRUCTION OR REMOVAL OF ALL WEEDS, DIRT, RUBBISH AND
RANK GROWTHS IN THE CITY OF ROSEVILLE, AND OVERRULING ANY AND ALL
OBJECTIONS THERETO

WHEREAS, on March 15, 2017, the Council of the City of Roseville, adopted Resolution No. 17-86, declaring all weeds, dirt, rubbish and rank growths within the City of Roseville to be a public nuisance and setting a time and place for hearing any objections to the proposed destruction or removal of such weeds, dirt, rubbish and rank growths; and

WHEREAS, said public hearing was held on April 19, 2017, at which time all property owners having objections to the proposed abatement of the nuisance were given an opportunity to be heard;

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

1. Any and all objections to the proposed abatement of the nuisance in Resolution No. 17-86 Adopted March 15, 2017, are hereby overruled.
2. The Fire Chief is hereby ordered to abate, or cause to be abated, the nuisance by having all weeds, dirt, rubbish and rank growths within the City of Roseville removed in accordance with the law.

PASSED AND ADOPTED by the Council of the City of Roseville this
by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
906 DOUGLAS BL	014-113-049-000	6016 BARDOLINO PL	482-470-046-000
104 KEEHNER AV	014-113-047-000	2017 MONTAUBAN PL	482-470-069-000
5010 FOOTHILLS BL	476-190-005-000	4017 MONTCALM PL	482-470-053-000
121 WILLS RD	015-150-002-000	1160 LAVANDE DR	482-470-080-000
140 LOST OAK CT	456-160-020-000	4016 MONTCALM PL	482-470-058-000
238 GIBSON DR	361-230-006-000	508 FLUERY PL	482-470-022-000
242 GIBSON DR	361-230-005-000	8016 PAPINEAU PL	482-470-037-000
246 GIBSON DR	361-230-004-000	6024 BARDOLINO PL	482-470-047-000
234 GIBSON DR	361-230-007-000	6025 BARDOLINO PL	482-470-040-000
250 GIBSON DR	361-230-003-000	4024 MONTCALM PL	482-470-059-000
262 GIBSON DR	361-230-009-000	4025 MONTCALM PL	482-470-052-000
107 VALLEY OAK DR	472-370-031-000	1154 LAVANDE DR	482-470-081-000
532 ALOLA ST	013-053-009-000	2025 MONTAUBAN PL	482-470-068-000
1709 CAMINO REAL WY	483-363-014-000	500 FLUERY PL	482-470-023-000
1125 LONDON PL	482-431-028-000	6032 BARDOLINO PL	482-470-048-000
1001 CREEKSIDE RIDGE DR	015-166-057-000	1629 PARKSIDE WY	482-470-021-000
116 ELM ST	012-142-018-000	8024 PAPINEAU PL	482-470-038-000
4041 HAYSTACK WY	492-160-030-000	4032 MONTCALM PL	482-470-060-000
109 VALLEY OAK DR	472-370-030-000	1625 PARKSIDE WY	482-470-020-000
1157 PEORIA WY	496-070-018-000	4033 MONTCALM PL	482-470-051-000
2130 DOUGLAS BL	048-420-013-000	6033 BARDOLINO PL	482-470-039-000
124 GERRARD CT	455-260-023-000	1621 PARKSIDE WY	482-470-019-000
232 SUMMER BREEZE CT	456-310-011-000	1617 PARKSIDE WY	482-470-018-000
3041 LAMAR WY	496-120-006-000	2033 MONTAUBAN PL	482-470-067-000
3161 VILLAGE PLAZA DR	490-372-002-000	1613 PARKSIDE WY	482-470-017-000
4120 WYMAN WY	496-170-004-000	1148 LAVANDE DR	482-470-001-000
3017 OCTAVE AV	496-060-019-000	4040 MONTCALM PL	482-470-061-000
2009 PASQUAL DR	459-090-036-000	6040 BARDOLINO PL	482-470-049-000
2211 VILLAGE GREEN DR	490-371-006-000	1609 PARKSIDE WY	482-470-016-000
209 VALENTINO CT	496-190-019-000	2041 MONTAUBAN PL	482-470-066-000
2024 RUSTLER DR	492-190-008-000	4041 MONTCALM PL	482-470-050-000
2056 ASHBURY LN	490-280-033-000	1605 PARKSIDE WY	482-470-015-000
1874 VERRAZONA DR	484-212-023-000	1142 LAVANDE DR	482-470-002-000
9233 SIERRA COLLEGE BL	466-190-025-000	4048 MONTCALM PL	482-470-062-000
9237 SIERRA COLLEGE BL	466-190-026-000	1601 PARKSIDE WY	482-470-014-000
9277 SIERRA COLLEGE BL	466-190-030-000	2049 MONTAUBAN PL	482-470-065-000
9273 SIERRA COLLEGE BL	466-190-031-000	1136 LAVANDE DR	482-470-003-000
141 BOGART CT	496-190-008-000	1597 PARKSIDE WY	482-470-013-000
3040 YOUNGTOWN AV	496-070-025-000	1130 LAVANDE DR	482-470-004-000
3024 WALCOTT WY	455-300-055-000	1593 PARKSIDE WY	482-470-012-000
2009 BOGART WY	496-190-029-000	4056 MONTCALM PL	482-470-063-000
2573 MEAD WY	496-240-042-000	2057 MONTAUBAN PL	482-470-064-000
2380 ANGUS RD	492-170-006-000	1589 PARKSIDE WY	482-470-011-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
3784 MINERS RAVINE DR	455-260-018-000	1124 LAVANDE DR	482-470-005-000
4104 VITTORIO DR	459-080-026-000	1585 PARKSIDE WY	482-470-010-000
2 SOMER RIDGE DR	471-020-036-000	1118 LAVANDE DR	482-470-006-000
3017 OAK TRAIL WY	492-160-003-000	1581 PARKSIDE WY	482-470-009-000
3096 VERWOOD PL	490-372-046-000	1112 LAVANDE DR	482-470-007-000
2040 CATTLEDRIIVE WY	492-150-035-000	1106 LAVANDE DR	482-470-008-000
116 NAPLES PL	459-090-002-000	4208 ECKERSLEY WY	496-292-001-000
1257 PLEASANT GROVE BL	017-410-066-000	4216 ECKERSLEY WY	496-292-002-000
1165 PEORIA WY	496-070-017-000	4224 ECKERSLEY WY	496-292-003-000
508 TEMPE CT	496-080-024-000	4232 ECKERSLEY WY	496-292-004-000
1201 VOLONNE DR	482-450-052-000	4240 ECKERSLEY WY	496-292-005-000
2333 CASTLE PINES WY	496-110-050-000	4256 ECKERSLEY WY	496-292-006-000
1185 VOLONNE DR	482-450-050-000	4264 ECKERSLEY WY	496-292-007-000
319 RIVERSIDE AV	014-141-014-000	4201 ECKERSLEY WY	496-291-023-000
2551 HAYDEN PW	492-010-034-000	4272 ECKERSLEY WY	496-292-008-000
2000 PRAIRIE TOWN WY	492-010-019-000	4280 ECKERSLEY WY	496-292-009-000
2001 PRAIRIE TOWN WY	492-010-018-000	4288 ECKERSLEY WY	496-292-010-000
2151 PRAIRIE TOWN WY	492-010-017-000	4209 ECKERSLEY WY	496-291-022-000
1150 OLD COACH DR	492-010-047-000	4217 ECKERSLEY WY	496-291-021-000
2150 PRAIRIE TOWN WY	492-010-048-000	4296 ECKERSLEY WY	496-292-011-000
4351 CRAWFORD PW	492-010-057-000	4225 ECKERSLEY WY	496-291-020-000
3251 N HAYDEN PW	492-010-077-000	5200 MADDUX WY	496-291-001-000
5208 MAESTRO WY	496-090-057-000	4233 ECKERSLEY WY	496-291-019-000
5572 ENSEMBLE WY	496-090-020-000	4241 ECKERSLEY WY	496-291-018-000
5524 ENSEMBLE WY	496-090-026-000	4304 ECKERSLEY WY	496-292-012-000
2278 LANGTREE DR	490-170-021-000	5208 MADDUX WY	496-291-002-000
1025 PINE LOG PL	490-372-008-000	4249 ECKERSLEY WY	496-291-017-000
4056 VITTORIO DR	459-090-056-000	4257 ECKERSLEY WY	496-291-016-000
1876 OAK CREST DR	456-190-014-000	5216 MADDUX WY	496-291-003-000
408 EARL AV	014-252-003-000	4265 ECKERSLEY WY	496-291-015-000
1409 VOLONNE DR	482-450-072-000	4273 ECKERSLEY WY	496-291-014-000
812 MACHADO LN	472-210-033-000	4281 ECKERSLEY WY	496-291-013-000
2064 PASQUAL DR	459-090-043-000	5224 MADDUX WY	496-291-004-000
3000 LENNON DR	455-300-072-000	4312 ECKERSLEY WY	496-292-013-000
5041 WOOD WY	496-180-033-000	5232 MADDUX WY	496-291-005-000
5549 ENSEMBLE WY	496-090-036-000	5240 MADDUX WY	496-291-006-000
4153 WYMAN WY	496-170-028-000	5201 MADDUX WY	496-301-027-000
3112 VERWOOD PL	490-372-048-000	5256 MADDUX WY	496-291-007-000
3553 MINERS RAVINE DR	456-320-028-000	4320 ECKERSLEY WY	496-292-014-000
3025 YOUNGTOWN AV	496-070-030-000	5264 MADDUX WY	496-291-008-000
4033 SONATA WY	496-060-005-000	5272 MADDUX WY	496-291-009-000
617 SAINT ARMEL PL	482-440-035-000	5209 MADDUX WY	496-301-026-000
3040 LAMAR WY	496-120-018-000	5280 MADDUX WY	496-291-010-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
5121 MAESTRO WY	496-090-016-000	5288 MADDUX WY	496-291-011-000
1296 VOLONNE DR	482-460-005-000	5296 MADDUX WY	496-291-012-000
6088 PARKMINSTER WY	496-220-012-000	5217 MADDUX WY	496-301-025-000
4224 VITTORIO DR	459-080-012-000	4328 ECKERSLEY WY	496-292-015-000
3033 WALCOTT WY	455-300-058-000	5225 MADDUX WY	496-301-024-000
3121 LAMAR WY	496-240-009-000	6488 GARLAND WY	496-301-001-000
1796 VIGNOLIA LP	484-211-005-000	5233 MADDUX WY	496-301-023-000
2901 VISTA GRANDE BL	499-010-011-000	6496 GARLAND WY	496-301-002-000
2801 VISTA GRANDE BL	499-010-016-000	5241 MADDUX WY	496-301-022-000
3250 SANTUCCI BL	499-010-019-000	4336 ECKERSLEY WY	496-302-001-000
1851 VISTA GRANDE BL	499-010-033-000	5249 MADDUX WY	496-301-021-000
2553 PLEASANT GROVE BL	490-300-014-000	6504 GARLAND WY	496-301-003-000
4257 BOB DOYLE DR	490-372-056-000	5257 MADDUX WY	496-301-020-000
4017 JEROME WY	496-080-019-000	5265 MADDUX WY	496-301-019-000
4024 SONATA WY	496-060-023-000	6512 GARLAND WY	496-301-004-000
1989 CAMINO REAL WY	483-363-034-000	4344 ECKERSLEY WY	496-302-002-000
1851 FREEDOM WY	363-020-095-000	5273 MADDUX WY	496-301-018-000
715 SUNRISE AV	470-010-044-000	5281 MADDUX WY	496-301-017-000
145 DIAMOND CREEK PL	482-420-006-000	6520 GARLAND WY	496-301-005-000
165 DIAMOND CREEK PL	482-420-007-000	5289 MADDUX WY	496-301-016-000
135 DIAMOND CREEK PL	482-420-005-000	5297 MADDUX WY	496-301-015-000
1550 PARKSIDE WY	482-420-008-000	6528 GARLAND WY	496-301-006-000
115 DIAMOND CREEK PL	482-420-004-000	6536 GARLAND WY	496-301-007-000
4081 HP WY	017-231-035-000	4352 ECKERSLEY WY	496-302-003-000
4011 HP WY	017-231-038-000	6544 GARLAND WY	496-301-008-000
4021 HP WY	017-231-040-000	6552 GARLAND WY	496-301-009-000
4031 HP WY	017-231-037-000	6560 GARLAND WY	496-301-010-000
8851 CRIMSON RIDGE WY	017-231-027-000	5000 MCCOVEY WY	496-302-019-000
6350 CAMPUS PW	017-231-032-000	6568 GARLAND WY	496-301-011-000
8850 CRIMSON RIDGE WY	017-231-025-000	6576 GARLAND WY	496-301-012-000
4071 HP WY	017-231-036-000	6584 GARLAND WY	496-301-013-000
6100 CAMPUS PW	017-231-030-000	6592 GARLAND WY	496-301-014-000
6300 CAMPUS DR	017-231-031-000	4360 ECKERSLEY WY	496-302-004-000
6120 CAMPUS PW	017-231-029-000	6513 GARLAND WY	496-302-018-000
4091 HP WY	017-231-034-000	5008 MCCOVEY WY	496-302-020-000
8841 CRIMSON RIDGE WY	017-231-028-000	6521 GARLAND WY	496-302-017-000
9030 WOODCREEK OAKS BL	017-231-018-000	6529 GARLAND WY	496-302-016-000
1495 BLUE OAKS BL	017-231-016-000	6537 GARLAND WY	496-302-015-000
1491 BLUE OAKS BL	017-231-017-000	5016 MCCOVEY WY	496-302-021-000
1485 BLUE OAKS BL	017-231-019-000	6545 GARLAND WY	496-302-014-000
1475 BLUE OAKS BL	017-231-020-000	6553 GARLAND WY	496-302-013-000
9014 WOODCREEK OAKS BL	017-231-022-000	6561 GARLAND WY	496-302-012-000
7621 PAINTED DESERT DR	017-231-039-000	6569 GARLAND WY	496-302-011-000

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ADDR1	ADDR1	ADDR1	ADDR1
8830 CRIMSON RIDGE WY	017-231-023-000	6577 GARLAND WY	496-302-010-000
4200 HP WY	017-231-026-000	6585 GARLAND WY	496-302-009-000
7951 PAINTED DESERT DR	017-231-021-000	6593 GARLAND WY	496-302-008-000
1024 PATAGONIA WY	496-080-008-000	6601 GARLAND WY	496-302-007-000
1788 VIGNOLIA LP	484-211-004-000	201 GARLAND CT	496-302-006-000
6168 GARLAND WY	496-140-019-000	209 GARLAND CT	496-302-005-000
6161 GARLAND WY	496-140-032-000	5121 PRAIRIE GRASS WY	492-170-026-000
232 REBEL CT	492-140-015-000	200 VALENTINO CT	496-200-004-000
116 BOGART CT	496-190-015-000	148 BOGART CT	496-190-011-000
4177 WYMAN WY	496-130-011-000	117 IVY ST	012-183-008-000
509 YUMA CT	496-040-024-000	2041 PASQUAL DR	459-090-032-000
216 FIG ST	012-134-017-000	5097 PRAIRIE GRASS WY	492-170-023-000
3016 LAMAR WY	496-120-020-000	5072 PRAIRIE GRASS WY	492-170-032-000
1264 VOLONNE DR	482-460-001-000	301 BARRYMORE CT	496-200-005-000
6025 BARNSIDE PL	492-170-041-000	3041 VILLAGE CENTER DR	490-258-010-000
2172 CASTLE PINES WY	496-110-023-000	1361 VOLONNE DR	482-460-028-000
5573 ENSEMBLE WY	496-090-039-000	3065 OAK TRAIL WY	492-160-009-000
5490 PHILLIP RD	017-101-013-000	2381 CASTLE PINES WY	496-110-056-000
1357 PIPER PL	482-431-044-000	5113 PRAIRIE GRASS WY	492-170-025-000
3056 LAMAR WY	496-120-016-000	1033 DENNINGTON PL	490-371-030-000
705 OAK ST	013-163-004-000	4104 WYMAN WY	496-170-006-000
711 OAK ST	013-163-003-000	1764 VIGNOLIA LP	484-211-001-000
2108 CASTLE PINES WY	496-110-031-000	105 VALLEY OAK DR	472-370-032-000
4089 PAYSON AV	496-040-055-000	5080 PRAIRIE GRASS WY	492-170-031-000
3177 LENNON DR	455-300-022-000	217 VALENTINO CT	496-190-020-000
2072 MANNINGTON PL	490-372-021-000	324 BARRYMORE CT	496-200-009-000
3032 LENNON DR	455-300-069-000	3264 VILLAGE CENTER DR	490-371-066-000
1796 PARK OAK DR	456-170-020-000	4064 HAYSTACK WY	492-160-037-000
2052 CAMINO REAL WY	483-361-011-000	5112 PRAIRIE GRASS WY	492-170-027-000
502 DOUGLAS BL	014-102-028-000	4049 SONATA WY	496-060-003-000
8168 FORT COLLINS WY	496-160-011-000	2373 CASTLE PINES WY	496-110-055-000
317 BARRYMORE CT	496-200-007-000	1377 VOLONNE DR	482-460-030-000
1328 VOLONNE DR	482-460-008-000	2474 PLEASANT GROVE BL	490-258-007-000
10577 FAIRWAY DR	357-150-009-000	1104 ROTHBURY LN	490-300-035-000
10553 FAIRWAY DR	357-150-011-000	4321 BOB DOYLE DR	490-371-015-000
10561 FAIRWAY DR	357-150-010-000	5017 STETSON ST	492-180-032-000
10521 FAIRWAY DR	357-150-005-000	4008 HAYSTACK WY	492-160-049-000
10537 FAIRWAY DR	357-150-012-000	2227 VILLAGE GREEN DR	490-371-008-000
5250 PHILLIP RD	017-101-012-000	1129 VOLONNE DR	482-450-044-000
98 VALLEY OAK DR	472-370-019-000	5216 MAESTRO WY	496-090-056-000
5112 WOOD WY	496-130-027-000	1017 SWEET PEA PL	482-431-021-000
210 TAYLOR ST	013-154-019-000	1184 ROTHBURY LN	490-300-018-000
4112 WYMAN WY	496-170-005-000	1160 ROTHBURY LN	490-300-021-000

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ADDR1	ADDR1	ADDR1	ADDR1
4137 WYMAN WY	496-170-026-000	2024 HONEY CHURCH PL	490-371-038-000
7072 GREENFORD WY	496-210-035-000	4217 BOB DOYLE DR	490-372-051-000
5168 WOOD WY	496-130-021-000	8184 FORT COLLINS WY	496-160-013-000
3009 LENNON DR	455-300-002-000	2080 CAPRI DR	459-070-052-000
124 BOGART CT	496-190-014-000	3767 COPPERLEAF ST	455-270-003-000
1393 VOLONNE DR	482-450-061-000	2057 PASQUAL DR	459-090-030-000
1129 OLD COACH DR	492-180-040-000	1861 CAMINO REAL WY	483-363-023-000
124 CENTER ST	013-022-047-000	4065 CHUCKWAGON WY	492-190-006-000
8289 FORT COLLINS WY	496-150-011-000	510 LINCOLN ST	011-147-014-000
2008 ABBY GATE DR	490-290-005-000	4008 SONATA WY	496-060-021-000
2073 PASQUAL DR	459-090-028-000	329½ B ST	014-033-024-000
7017 ROMA WY	459-080-055-000	114 VALLEY OAK DR	472-370-027-000
2032 MANNINGTON PL	490-372-016-000	1400 WINDING CREEK RD	485-080-003-000
8101 WASHINGTON BL	017-410-025-000	1601 WINDING CREEK RD	485-090-005-000
8150 INDUSTRIAL AV	017-410-024-000	1001 WINDING CREEK RD	017-250-058-000
3137 LAMAR WY	496-240-007-000	1401 WINDING CREEK RD	485-090-004-000
1837 CAMINO REAL WY	483-363-022-000	1300 WINDING CREEK RD	485-080-004-000
6217 GARLAND WY	496-190-025-000	1100 WINDING CREEK RD	485-090-002-000
124 HORNBY CT	490-350-045-000	1200 WINDING CREEK RD	485-090-001-000
7177 CASTLE ROCK WY	496-160-020-000	1600 WINDING CREEK RD	485-080-001-000
125 NAPLES PL	459-090-005-000	1500 WINDING CREEK RD	485-080-002-000
3024 CHANDLER AV	496-040-030-000	1101 WINDING CREEK RD	485-090-003-000
2105 PASQUAL DR	459-090-024-000	5065 WOOD WY	496-180-036-000
6249 GARLAND WY	496-200-019-000	2368 FLAGSTAFF WY	496-040-079-000
8465 WASHINGTON BL	360-070-007-000	4000 JEROME WY	496-080-031-000
8469 INDUSTRIAL AV	360-070-006-000	3000 OAK TRAIL WY	492-160-024-000
8457 WASHINGTON BL	360-070-008-000	1100 LONDON PL	482-431-024-000
1741 FREEDOM WY	363-020-092-000	217 PADUA PL	459-090-014-000
1720 FREEDOM WY	363-020-093-000	1108 LONDON PL	482-431-025-000
4145 WEATHERVANE WY	492-130-042-000	4225 VITTORIO DR	459-080-067-000
2116 CASTLE PINES WY	496-110-030-000	1001 PINE LOG PL	490-372-011-000
133 BOGART CT	496-190-007-000	7129 CASTLE ROCK WY	496-160-026-000
3056 LENNON DR	455-300-066-000	1180 PEORIA WY	496-070-011-000
6056 PARKMINSTER WY	496-220-016-000	200 PADUA PL	459-090-012-000
1851 E ROSEVILLE PW	468-010-044-000	3008 MERCATO WY	459-070-036-000
200 GIBSON DR	361-230-010-000	5509 ENSEMBLE WY	496-090-031-000
1996 CAMINO REAL WY	483-361-016-000	1392 VOLONNE DR	482-450-062-000
4048 HAYSTACK WY	492-160-051-000	6129 PARKMINSTER WY	496-220-037-000
5008 RECITAL WY	496-060-039-000	2017 CAPRI DR	459-070-040-000
5009 WOOD WY	496-180-029-000	3048 OAK TRAIL WY	492-160-018-000
1866 VERRAZONA DR	484-212-024-000	3017 YOUNGTOWN AV	496-070-031-000
5224 MAESTRO WY	496-090-055-000	1009 DENNINGTON PL	490-371-033-000
1820 VIGNOLIA LP	484-211-008-000	3041 YOUNGTOWN AV	496-070-028-000

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ADDR1	ADDR1	ADDR1	ADDR1
1573 AVANTI DR	459-070-008-000	4241 BOB DOYLE DR	490-372-054-000
123 CIRCUIT DR	012-152-022-000	2284 CASTLE PINES WY	496-110-009-000
2000 MANNINGTON PL	490-372-012-000	4072 VITTORIO DR	459-080-029-000
823 CIRBY WY	471-010-003-000	2032 CATTLEDRIE WY	492-150-036-000
823 CIRBY WY	471-010-006-000	3088 LAMAR WY	496-120-013-000
823 CIRBY WY	471-010-009-000	4120 VITTORIO DR	459-080-024-000
4305 BOB DOYLE DR	490-371-013-000	3561 MINERS RAVINE DR	456-320-029-000
1033 PATAGONIA WY	496-080-014-000	2080 CATTLEDRIE WY	492-150-030-000
2056 MANNINGTON PL	490-372-019-000	1173 PEORIA WY	496-070-016-000
4101 HP WY	017-231-033-000	1057 DENNINGTON PL	490-371-027-000
4301 HP WY	017-231-024-000	500 YUMA CT	496-040-017-000
5089 WOOD WY	496-140-002-000	3025 CHANDLER AV	496-040-035-000
1100 PARIS DR	482-431-007-000	1280 VOLONNE DR	482-460-003-000
5064 WOOD WY	496-170-014-000	1914 VERRAZONA DR	484-212-018-000
525 YUMA CT	496-040-022-000	5541 ENSEMBLE WY	496-090-035-000
4201 BOB DOYLE DR	490-372-049-000	3080 LAMAR WY	496-120-014-000
5065 PRAIRIE GRASS WY	492-170-058-000	3001 OAK TRAIL WY	492-160-001-000
4233 BOB DOYLE DR	490-372-053-000	3000 LAMAR WY	496-120-022-000
1565 AVANTI DR	459-070-007-000	4176 VITTORIO DR	459-080-018-000
1605 AVANTI DR	459-070-012-000	426 FIFTH ST	014-041-016-000
262 ELM ST	012-132-047-000	3193 VILLAGE PLAZA DR	490-372-006-000
2557 MEAD WY	496-120-030-000	2357 CASTLE PINES WY	496-110-053-000
4209 BOB DOYLE DR	490-372-050-000	2489 PLEASANT GROVE BL	490-300-029-000
8313 FORT COLLINS WY	496-150-008-000	5137 MAESTRO WY	496-090-018-000
7097 GREENFORD WY	496-210-015-000	2016 HONEY CHURCH PL	490-371-037-000
1812 PARK OAK DR	456-170-018-000	2025 PASQUAL DR	459-090-034-000
404 RIVERSIDE AV	014-033-029-000	3329 WELTON CI	496-050-001-000
3801 COUNTRY CLUB DR	017-380-013-000	3305 WELTON CI	496-050-004-000
1900 BLUE OAKS BL	017-117-087-000	3297 WELTON CI	496-050-005-000
4216 VITTORIO DR	459-080-013-000	3289 WELTON CI	496-050-006-000
6152 GARLAND WY	496-140-021-000	3281 WELTON CI	496-050-007-000
4137 WEATHERVANE WY	492-130-043-000	3273 WELTON CI	496-050-008-000
2016 MANNINGTON PL	490-372-014-000	3265 WELTON CI	496-050-009-000
1118 CHURCH ST	012-185-012-000	3257 WELTON CI	496-050-010-000
6001 OPERA WY	496-060-047-000	3243 WELTON CI	496-050-011-000
173 LOST OAK CT	456-160-014-000	300 WELTON CT	496-050-012-000
1845 CAMINO REAL WY	483-363-025-000	308 WELTON CT	496-050-013-000
4121 WYMAN WY	496-170-024-000	316 WELTON CT	496-050-014-000
201 PADUA PL	459-090-016-000	317 WELTON CT	496-050-015-000
7137 CASTLE ROCK WY	496-160-025-000	309 WELTON CT	496-050-016-000
2032 PASQUAL DR	459-090-042-000	301 WELTON CT	496-050-017-000
1313 VOLONNE DR	482-460-022-000	3312 WELTON CI	496-050-018-000
5000 PHILLIP RD	017-101-014-000	3320 WELTON CI	496-050-019-000

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4217 VITTORIO DR	459-080-068-000	3328 WELTON CI	496-050-020-000
3032 OAK TRAIL WY	492-160-020-000	3336 WELTON CI	496-050-021-000
5073 PRAIRIE GRASS WY	492-170-059-000	3344 WELTON CI	496-050-022-000
138 MAIN ST	011-146-019-000	3000 WELTON CI	496-050-023-000
140 MAIN ST	011-146-018-000	3008 WELTON CI	496-050-024-000
304 WASHINGTON BL	011-145-005-000	3192 WELTON CI	496-050-025-000
133 CHURCH ST	012-200-001-000	3200 WELTON CI	496-050-026-000
123 LINDA DR	013-101-014-000	3208 WELTON CI	496-050-027-000
7400 GALILEE RD	017-410-019-000	3216 WELTON CI	496-050-028-000
7250 GALILEE RD	017-410-070-000	3224 WELTON CI	496-050-029-000
7300 GALILEE RD	017-410-020-000	3232 WELTON CI	496-050-030-000
8025 INDUSTRIAL AV	017-410-068-000	3225 WELTON CI	496-050-032-000
4141 BRICK MASON CI	492-010-029-000	3215 WELTON CI	496-050-033-000
2800 WESTBROOK BL	496-020-032-000	3240 WELTON CI	496-050-031-000
2900 WESTBROOK BL	496-020-031-000	3001 WELTON CI	496-050-035-000
4000 SOLAIRE DR	496-100-004-000	3009 WELTON CI	496-050-036-000
3051 VISTA GRANDE BL	499-010-010-000	3017 WELTON CI	496-050-037-000
5041 PRAIRIE GRASS WY	492-170-016-000	3025 WELTON CI	496-050-038-000
1017 PINE LOG PL	490-372-009-000	3033 WELTON CI	496-050-039-000
8901 FOOTHILLS BL	017-232-006-000	3041 WELTON CI	496-050-040-000
8701 FOOTHILLS BL	017-232-005-000	3049 WELTON CI	496-050-041-000
8801 FOOTHILLS BL	017-232-007-000	3057 WELTON CI	496-050-042-000
5121 WOOD WY	496-140-006-000	3065 WELTON CI	496-050-043-000
3025 LAMAR WY	496-120-004-000	3073 WELTON CI	496-050-044-000
3185 LENNON DR	455-300-023-000	3081 WELTON CI	496-050-045-000
6016 GARLAND WY	496-180-026-000	3089 WELTON CI	496-050-046-000
5144 WOOD WY	496-130-024-000	3097 WELTON CI	496-050-047-000
3137 LENNON DR	455-300-017-000	3105 WELTON CI	496-050-048-000
609 SAINT ARMEL PL	482-440-034-000	3113 WELTON CI	496-050-049-000
2148 CASTLE PINES WY	496-110-026-000	3121 WELTON CI	496-050-050-000
1172 PEORIA WY	496-070-010-000	3129 WELTON CI	496-050-051-000
3040 VERWOOD PL	490-372-039-000	3184 WELTON CI	496-050-059-000
923 LAWTON AV	015-080-045-000	3176 WELTON CI	496-050-060-000
1128 ROTHBURY LN	490-300-025-000	3168 WELTON CI	496-050-061-000
2149 CASTLE PINES WY	496-110-039-000	3160 WELTON CI	496-050-062-000
2008 PASQUAL DR	459-090-039-000	3152 WELTON CI	496-050-063-000
6048 OPERA WY	496-060-054-000	3144 WELTON CI	496-050-064-000
1329 VOLONNE DR	482-460-024-000	3136 WELTON CI	496-050-065-000
101 BRIARTHORNE CT	492-130-050-000	3064 WELTON CI	496-050-066-000
4168 WYMAN WY	496-130-008-000	3056 WELTON CI	496-050-067-000
1035 ROSEVILLE PW	363-011-047-000	3048 WELTON CI	496-050-068-000
270 GIBSON DR	363-011-014-000	3040 WELTON CI	496-050-069-000
250 CONFERENCE CENTER DR	363-011-013-000	3032 WELTON CI	496-050-070-000

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ADDR1	ADDR1	ADDR1	ADDR1
1320 GRAND JUNCTION WY	496-120-041-000	3024 WELTON CI	496-050-071-000
1717 CAMINO REAL WY	483-363-015-000	3016 WELTON CI	496-050-072-000
6104 PARKMINSTER WY	496-220-010-000	2289 STANSFIELD DR	496-040-001-000
8216 FORT COLLINS WY	496-160-017-000	2281 STANSFIELD DR	496-040-002-000
2556 MEAD WY	496-120-031-000	2273 STANSFIELD DR	496-040-003-000
5096 WOOD WY	496-130-029-000	2265 STANSFIELD DR	496-040-004-000
1117 LONDON PL	482-431-029-000	2257 STANSFIELD DR	496-040-005-000
401 HOLBROOK CT	496-040-069-000	2249 STANSFIELD DR	496-040-006-000
216 SUMMER BREEZE CT	456-310-013-000	2241 STANSFIELD DR	496-040-007-000
4009 HAYSTACK WY	492-160-026-000	2233 STANSFIELD DR	496-040-008-000
3065 LENNON DR	455-300-008-000	2225 STANSFIELD DR	496-040-009-000
1257 VOLONNE DR	482-460-015-000	2208 STANSFIELD DR	496-040-014-000
1249 VOLONNE DR	482-460-014-000	2224 STANSFIELD DR	496-040-016-000
3545 MINERS RAVINE DR	456-320-027-000	501 YUMA CT	496-040-025-000
3040 WALCOTT WY	455-300-053-000	2272 STANSFIELD DR	496-040-026-000
1136 ROTHBURY LN	490-300-024-000	2280 STANSFIELD DR	496-040-027-000
1853 DELLA VERONA DR	484-190-053-000	2288 STANSFIELD DR	496-040-028-000
1847 VERRAZONA DR	484-200-036-000	3009 CHANDLER AV	496-040-037-000
1846 VERRAZONA DR	484-200-037-000	2305 FLAGSTAFF WY	496-040-039-000
1272 VOLONNE DR	482-460-002-000	2313 FLAGSTAFF WY	496-040-040-000
1676 AVANTI DR	459-070-043-000	2321 FLAGSTAFF WY	496-040-041-000
4104 PAYSON AV	496-040-056-000	2329 FLAGSTAFF WY	496-040-042-000
2072 CATTLEDRIIVE WY	492-150-031-000	2337 FLAGSTAFF WY	496-040-043-000
246 FIG ST	012-134-031-000	2345 FLAGSTAFF WY	496-040-044-000
9001 WASHINGTON BL	017-123-085-000	2369 FLAGSTAFF WY	496-040-047-000
5000 BASELINE RD	498-010-020-000	2377 FLAGSTAFF WY	496-040-048-000
5200 BASELINE RD	498-010-019-000	2385 FLAGSTAFF WY	496-040-049-000
5400 BASELINE RD	498-010-015-000	4088 PAYSON AV	496-040-058-000
4221 MARKET	498-010-017-000	2408 FLAGSTAFF WY	496-040-074-000
4040 PAYSON AV	496-040-064-000	2392 FLAGSTAFF WY	496-040-076-000
1305 VOLONNE DR	482-460-021-000	2376 FLAGSTAFF WY	496-040-078-000
4017 HAYSTACK WY	492-160-027-000	2312 FLAGSTAFF WY	496-040-083-000
1021 CIRBY WY	471-190-046-000	2328 FLAGSTAFF WY	496-040-081-000
2033 PASQUAL DR	459-090-033-000	2320 FLAGSTAFF WY	496-040-082-000
316 BARRYMORE CT	496-200-010-000	2209 STANSFIELD DR	496-040-011-000
2149 CAMINO REAL WY	483-363-049-000	1100 PEORIA WY	496-070-001-000
1057 PATAGONIA WY	496-080-017-000	1108 PEORIA WY	496-070-002-000
3024 OAK TRAIL WY	492-160-021-000	1116 PEORIA WY	496-070-003-000
509 OAK RAVINE CT	456-190-003-000	1124 PEORIA WY	496-070-004-000
3017 LAMAR WY	496-120-003-000	1132 PEORIA WY	496-070-005-000
5200 MAESTRO WY	496-090-058-000	1140 PEORIA WY	496-070-006-000
1193 VOLONNE DR	482-450-051-000	1148 PEORIA WY	496-070-007-000
3008 GOODNIGHT TRAIL DR	492-200-011-000	1156 PEORIA WY	496-070-008-000

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ADDR1	ADDR1	ADDR1	ADDR1
209 PADUA PL	459-090-015-000	1141 PEORIA WY	496-070-020-000
2268 CASTLE PINES WY	496-110-011-000	3008 YOUNGTOWN AV	496-070-021-000
1328 GRAND JUNCTION WY	496-120-042-000	3016 YOUNGTOWN AV	496-070-022-000
2040 ABBY GATE DR	490-290-009-000	1080 PATAGONIA WY	496-080-001-000
9032 HAVERING DR	496-210-018-000	1072 PATAGONIA WY	496-080-002-000
6225 GARLAND WY	496-190-026-000	1064 PATAGONIA WY	496-080-003-000
2133 CASTLE PINES WY	496-110-037-000	1056 PATAGONIA WY	496-080-004-000
305 CAMPO ST	011-182-010-000	1048 PATAGONIA WY	496-080-005-000
4072 HAYSTACK WY	492-160-036-000	1040 PATAGONIA WY	496-080-006-000
103 VALLEY OAK DR	472-370-033-000	1032 PATAGONIA WY	496-080-007-000
8225 FORT COLLINS WY	496-160-007-000	4024 JEROME WY	496-080-028-000
5000 RECITAL WY	496-060-025-000	8049 FORT COLLINS WY	496-230-052-000
141 BIRCH ST	012-144-005-000	8057 FORT COLLINS WY	496-230-051-000
7100 GALILEE RD	017-410-085-000	8065 FORT COLLINS WY	496-230-050-000
4041 SONATA WY	496-060-004-000	8073 FORT COLLINS WY	496-230-049-000
4701 FIDDYMENT RD	492-010-031-000	8081 FORT COLLINS WY	496-230-048-000
4112 WEATHERVANE WY	492-130-033-000	8089 FORT COLLINS WY	496-230-047-000
5533 ENSEMBLE WY	496-090-034-000	8097 FORT COLLINS WY	496-230-046-000
120 DIAMOND CREEK PL	482-420-002-000	8105 FORT COLLINS WY	496-230-045-000
1432 VOLONNE DR	482-450-064-000	8113 FORT COLLINS WY	496-230-044-000
3064 VERWOOD PL	490-372-042-000	8017 FORT COLLINS WY	496-230-054-000
3009 OAK TRAIL WY	492-160-002-000	8040 FORT COLLINS WY	496-230-028-000
2012 CAMINO REAL WY	483-361-018-000	8048 FORT COLLINS WY	496-230-029-000
116 GERRARD CT	455-260-022-000	8056 FORT COLLINS WY	496-230-030-000
1224 MANDY PL	482-431-035-000	8064 FORT COLLINS WY	496-230-031-000
1525 AVANTI DR	459-070-003-000	8072 FORT COLLINS WY	496-230-032-000
1370 BLUE OAKS BL	017-250-032-000	8080 FORT COLLINS WY	496-230-033-000
1828 VIGNOLIA LP	484-211-009-000	8009 FORT COLLINS WY	496-230-055-000
5008 STETSON ST	492-180-036-000	8088 FORT COLLINS WY	496-230-034-000
5540 ENSEMBLE WY	496-090-024-000	8096 FORT COLLINS WY	496-230-035-000
1901 PFE RD	473-100-030-000	8104 FORT COLLINS WY	496-230-036-000
3049 LENNON DR	455-300-007-000	8112 FORT COLLINS WY	496-230-037-000
2025 CAPRI DR	459-070-041-000	8120 FORT COLLINS WY	496-230-038-000
216 VALENTINO CT	496-200-002-000	8001 FORT COLLINS WY	496-230-056-000
4241 WYMAN WY	496-130-019-000	7025 CASTLE ROCK WY	496-230-025-000
2497 PLEASANT GROVE BL	490-300-028-000	7017 CASTLE ROCK WY	496-230-026-000
2349 CASTLE PINES WY	496-110-052-000	8128 FORT COLLINS WY	496-230-039-000
6024 BARNSIDE PL	492-170-034-000	7033 CASTLE ROCK WY	496-230-024-000
1859 VERRAZONA DR	484-213-001-000	7009 CASTLE ROCK WY	496-230-027-000
2041 MANNINGTON PL	490-372-028-000	7041 CASTLE ROCK WY	496-230-023-000
240 CONFERENCE CENTER DR	361-230-002-000	7049 CASTLE ROCK WY	496-230-022-000
600 KINDRED LN	014-263-042-000	8136 FORT COLLINS WY	496-230-040-000
600 KINDRED LN	014-263-045-000	7057 CASTLE ROCK WY	496-230-021-000

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ADDR1	ADDR1	ADDR1	ADDR1
5089 PRAIRIE GRASS WY	492-170-022-000	8144 FORT COLLINS WY	496-230-041-000
1882 VERRAZONA DR	484-212-022-000	7065 CASTLE ROCK WY	496-230-020-000
325 BARRYMORE CT	496-200-008-000	7073 CASTLE ROCK WY	496-230-019-000
1891 VERRAZONA DR	484-213-005-000	8152 FORT COLLINS WY	496-230-042-000
1228 VISTA VERDE DR	492-200-017-000	7081 CASTLE ROCK WY	496-230-018-000
7540 ASTAIRE WY	496-200-015-000	7089 CASTLE ROCK WY	496-230-017-000
208 REBEL CT	492-140-018-000	8160 FORT COLLINS WY	496-230-043-000
3193 LENNON DR	455-300-024-000	7097 CASTLE ROCK WY	496-230-016-000
101 LENNON CT	455-300-025-000	7105 CASTLE ROCK WY	496-230-015-000
3113 LENNON DR	455-300-014-000	7113 CASTLE ROCK WY	496-230-014-000
109 LENNON CT	455-300-026-000	7121 CASTLE ROCK WY	496-230-013-000
117 LENNON CT	455-300-027-000	7080 CASTLE ROCK WY	496-230-009-000
125 LENNON CT	455-300-028-000	3017 TELLURIDE WY	496-230-010-000
2957 LAMPARD WY	455-300-045-000	3009 TELLURIDE WY	496-230-011-000
2949 LAMPARD WY	455-300-044-000	8025 FORT COLLINS WY	496-230-053-000
2941 LAMPARD WY	455-300-043-000	3001 TELLURIDE WY	496-230-012-000
2933 LAMPARD WY	455-300-042-000	7040 CASTLE ROCK WY	496-230-004-000
201 VANNEY CT	455-300-029-000	7024 CASTLE ROCK WY	496-230-002-000
225 VANNEY CT	455-300-032-000	7008 CASTLE ROCK WY	496-230-001-000
209 VANNEY CT	455-300-030-000	7032 CASTLE ROCK WY	496-230-003-000
217 VANNEY CT	455-300-031-000	7048 CASTLE ROCK WY	496-230-005-000
233 VANNEY CT	455-300-033-000	7056 CASTLE ROCK WY	496-230-006-000
2925 LAMPARD WY	455-300-041-000	7064 CASTLE ROCK WY	496-230-007-000
3064 WALCOTT WY	455-300-050-000	7072 CASTLE ROCK WY	496-230-008-000
2917 LAMPARD WY	455-300-040-000	4451 BROOKSTONE DR	496-020-016-000
2909 LAMPARD WY	455-300-039-000	4008 MORRISON WY	496-270-001-000
200 VANNEY CT	455-300-037-000	4001 MORRISON WY	496-270-019-000
208 VANNEY CT	455-300-036-000	5000 FOXFIELD WY	496-270-020-000
216 VANNEY CT	455-300-035-000	4016 MORRISON WY	496-270-002-000
224 VANNEY CT	455-300-034-000	4009 MORRISON WY	496-270-018-000
2901 LAMPARD WY	455-300-038-000	5008 FOXFIELD WY	496-270-021-000
3001 BEARDSLEY WY	455-290-026-000	4024 MORRISON WY	496-270-003-000
3000 BEARDSLEY WY	455-290-025-000	6368 GARLAND WY	496-270-037-000
3009 BEARDSLEY WY	455-290-027-000	4017 MORRISON WY	496-270-017-000
3000 DEMPSEY DR	455-290-013-000	5016 FOXFIELD WY	496-270-022-000
3008 DEMPSEY DR	455-290-012-000	4032 MORRISON WY	496-270-004-000
3001 DEMPSEY DR	455-290-014-000	6376 GARLAND WY	496-270-038-000
3016 BEARDSLEY WY	455-290-024-000	4025 MORRISON WY	496-270-016-000
3017 BEARDSLEY WY	455-290-028-000	4040 MORRISON WY	496-270-005-000
3016 DEMPSEY DR	455-290-011-000	5024 FOXFIELD WY	496-270-023-000
3009 DEMPSEY DR	455-290-015-000	6384 GARLAND WY	496-270-039-000
3022 BEARDSLEY WY	455-290-023-000	4033 MORRISON WY	496-270-015-000
3017 DEMPSEY DR	455-290-016-000	6377 GARLAND WY	496-270-046-000

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ADDR1	ADDR1	ADDR1	ADDR1
3025 BEARDSLEY WY	455-290-029-000	4048 MORRISON WY	496-270-006-000
3024 DEMPSEY DR	455-290-010-000	5032 FOXFIELD WY	496-270-024-000
3040 BEARDSLEY WY	455-290-022-000	4041 MORRISON WY	496-270-014-000
3777 MINERS RAVINE DR	455-260-010-000	6392 GARLAND WY	496-270-040-000
3032 DEMPSEY DR	455-290-009-000	4056 MORRISON WY	496-270-007-000
3025 DEMPSEY DR	455-290-017-000	6385 GARLAND WY	496-270-045-000
3033 BEARDSLEY WY	455-290-030-000	5040 FOXFIELD WY	496-270-025-000
3048 BEARDSLEY WY	455-290-021-000	4064 MORRISON WY	496-270-008-000
3769 MINERS RAVINE DR	455-260-009-000	4049 MORRISON WY	496-270-013-000
3761 MINERS RAVINE DR	455-260-008-000	6400 GARLAND WY	496-270-041-000
3041 BEARDSLEY WY	455-290-031-000	5048 FOXFIELD WY	496-270-026-000
3056 BEARDSLEY WY	455-290-020-000	4072 MORRISON WY	496-270-009-000
3033 DEMPSEY DR	455-290-018-000	4057 MORRISON WY	496-270-012-000
3753 MINERS RAVINE DR	455-260-007-000	5064 FOXFIELD WY	496-270-027-000
3745 MINERS RAVINE DR	455-260-006-000	6408 GARLAND WY	496-270-042-000
3049 BEARDSLEY WY	455-290-032-000	6393 GARLAND WY	496-270-044-000
3064 BEARDSLEY WY	455-290-019-000	4065 MORRISON WY	496-270-011-000
3737 MINERS RAVINE DR	455-260-005-000	5072 FOXFIELD WY	496-270-028-000
3057 BEARDSLEY WY	455-290-033-000	7676 MT EVANS WY	496-280-028-000
101 DEMPSEY CT	455-290-034-000	6416 GARLAND WY	496-270-043-000
3048 DEMPSEY DR	455-290-008-000	6401 GARLAND WY	496-280-027-000
3056 DEMPSEY DR	455-290-007-000	4073 MORRISON WY	496-270-010-000
3072 DEMPSEY DR	455-290-005-000	5080 FOXFIELD WY	496-280-002-000
3064 DEMPSEY DR	455-290-006-000	7692 MT EVANS WY	496-280-029-000
100 DEMPSEY CT	455-290-004-000	7677 MT EVANS WY	496-280-055-000
108 DEMPSEY CT	455-290-003-000	6424 GARLAND WY	496-280-012-000
116 DEMPSEY CT	455-290-002-000	6409 GARLAND WY	496-280-026-000
188 DEMPSEY CT	455-280-001-000	4081 MORRISON WY	496-280-001-000
124 DEMPSEY CT	455-290-001-000	5088 FOXFIELD WY	496-280-003-000
180 DEMPSEY CT	455-280-002-000	7700 MT EVANS WY	496-280-030-000
132 DEMPSEY CT	455-280-008-000	6432 GARLAND WY	496-280-013-000
172 DEMPSEY CT	455-280-003-000	7685 MT EVANS WY	496-280-054-000
140 DEMPSEY CT	455-280-007-000	6417 GARLAND WY	496-280-025-000
164 DEMPSEY CT	455-280-004-000	5096 FOXFIELD WY	496-280-004-000
156 DEMPSEY CT	455-280-005-000	5104 FOXFIELD WY	496-280-005-000
148 DEMPSEY CT	455-280-006-000	7708 MT EVANS WY	496-280-031-000
3785 MINERS RAVINE DR	455-260-011-000	6440 GARLAND WY	496-280-014-000
3849 MINERS RAVINE DR	455-332-029-000	6425 GARLAND WY	496-280-024-000
3845 MINERS RAVINE DR	455-332-030-000	7693 MT EVANS WY	496-280-053-000
3841 MINERS RAVINE DR	455-332-031-000	6448 GARLAND WY	496-280-015-000
3837 MINERS RAVINE DR	455-332-032-000	7716 MT EVANS WY	496-280-032-000
131 HUDDLESTONE CI	455-331-002-000	6433 GARLAND WY	496-280-023-000
3829 MINERS RAVINE DR	455-332-034-000	7701 MT EVANS WY	496-280-052-000

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ADDR1	ADDR1	ADDR1	ADDR1
3833 MINERS RAVINE DR	455-332-033-000	6456 GARLAND WY	496-280-016-000
216 ROCHDALE ST	455-332-009-000	7724 MT EVANS WY	496-280-033-000
129 HUDDLESTONE CI	455-331-001-000	6441 GARLAND WY	496-280-022-000
123 HUDDLESTONE CI	455-331-003-000	7709 MT EVANS WY	496-280-051-000
214 ROCHDALE ST	455-332-008-000	6464 GARLAND WY	496-280-017-000
3825 MINERS RAVINE DR	455-332-035-000	7732 MT EVANS WY	496-280-034-000
125 HUDDLESTONE CI	455-331-004-000	6449 GARLAND WY	496-280-021-000
127 HUDDLESTONE CI	455-331-005-000	7717 MT EVANS WY	496-280-050-000
210 ROCHDALE ST	455-332-006-000	6472 GARLAND WY	496-280-018-000
3821 MINERS RAVINE DR	455-332-036-000	7740 MT EVANS WY	496-280-035-000
218 ROCHDALE ST	455-332-010-000	6457 GARLAND WY	496-280-020-000
3817 MINERS RAVINE DR	455-332-037-000	7725 MT EVANS WY	496-280-049-000
130 HUDDLESTONE CI	455-332-028-000	6480 GARLAND WY	496-280-019-000
3813 MINERS RAVINE DR	455-332-038-000	7748 MT EVANS WY	496-280-036-000
212 ROCHDALE ST	455-332-007-000	3001 MEEKER WY	496-280-040-000
220 ROCHDALE ST	455-332-011-000	7733 MT EVANS WY	496-280-048-000
3809 MINERS RAVINE DR	455-332-039-000	7756 MT EVANS WY	496-280-037-000
204 ROCHDALE ST	455-332-003-000	3009 MEEKER WY	496-280-039-000
126 HUDDLESTONE CI	455-332-027-000	7741 MT EVANS WY	496-280-047-000
3805 MINERS RAVINE DR	455-332-040-000	3017 MEEKER WY	496-280-038-000
208 ROCHDALE ST	455-332-005-000	7749 MT EVANS WY	496-280-046-000
121 HUDDLESTONE CI	455-331-008-000	7757 MT EVANS WY	496-280-045-000
222 ROCHDALE ST	455-332-012-000	7765 MT EVANS WY	496-280-044-000
202 ROCHDALE ST	455-332-002-000	7773 MT EVANS WY	496-280-043-000
206 ROCHDALE ST	455-332-004-000	7781 MT EVANS WY	496-280-042-000
119 HUDDLESTONE CI	455-331-007-000	7789 MT EVANS WY	496-280-041-000
3801 MINERS RAVINE DR	455-332-041-000	2217 STANSFIELD DR	496-040-010-000
111 HUDDLESTONE CI	455-331-009-000	7128 GREENFORD WY	496-210-028-000
117 HUDDLESTONE CI	455-331-006-000	1865 DELLA VERONA DR	484-190-031-000
122 HUDDLESTONE CI	455-332-026-000	3537 MINERS RAVINE DR	456-320-026-000
200 ROCHDALE ST	455-332-001-000	4016 HAYSTACK WY	492-160-043-000
224 ROCHDALE ST	455-332-013-000	5701 FIVE STAR BL	356-010-002-000
211 ROCHDALE ST	455-333-016-000	6041 GARLAND WY	496-180-013-000
209 ROCHDALE ST	455-333-017-000	4209 WYMAN WY	496-130-015-000
118 HUDDLESTONE CI	455-332-025-000	309 VALLEJO AV	015-080-019-000
215 ROCHDALE ST	455-333-014-000	2500 MEAD WY	496-120-036-000
207 ROCHDALE ST	455-333-018-000	3025 GOODNIGHT TRAIL DR	492-200-014-000
1 HUDDLESTONE CI	455-334-007-000	2016 PASQUAL DR	459-090-040-000
205 ROCHDALE ST	455-333-019-000	4185 VITTORIO DR	459-080-072-000
113 HUDDLESTONE CI	455-331-010-000	2064 CATTLEDRIVE WY	492-150-032-000
3793 MINERS RAVINE DR	455-334-011-000	508 YUMA CT	496-040-018-000
203 ROCHDALE ST	455-333-020-000	3792 MINERS RAVINE DR	455-260-019-000
226 ROCHDALE ST	455-332-014-000	2173 CASTLE PINES WY	496-110-042-000

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ADDR1	ADDR1	ADDR1	ADDR1
115 HUDDLESTONE CI	455-331-011-000	208 PADUA PL	459-090-011-000
114 HUDDLESTONE CI	455-332-024-000	11 WHYTE AV	471-050-007-000
14 HUDDLESTONE CI	455-333-001-000	364 LASSO CT	492-140-028-000
228 ROCHDALE ST	455-332-015-000	5104 WOOD WY	496-130-028-000
3789 MINERS RAVINE DR	455-334-010-000	3017 CHANDLER AV	496-040-036-000
213 ROCHDALE ST	455-333-015-000	2365 CASTLE PINES WY	496-110-054-000
5 HUDDLESTONE CI	455-334-009-000	5032 RECITAL WY	496-060-042-000
201 ROCHDALE ST	455-333-021-000	6128 PARKMINSTER WY	496-220-007-000
109 HUDDLESTONE CI	455-331-014-000	420 CLINTON AV	014-251-019-000
107 HUDDLESTONE CI	455-331-013-000	3072 LAMAR WY	496-120-015-000
217 ROCHDALE ST	455-333-013-000	1109 PARIS DR	482-432-019-000
18 HUDDLESTONE CI	455-333-002-000	1072 PROVENCE VILLAGE DR	482-432-003-000
110 HUDDLESTONE CI	455-332-023-000	1101 WIND PL	482-431-066-000
105 HUDDLESTONE CI	455-331-012-000	1116 PARIS DR	482-431-009-000
3 HUDDLESTONE CI	455-334-008-000	1001 TERESA PL	482-431-015-000
101 HUDDLESTONE CI	455-331-016-000	1009 TERESA PL	482-431-014-000
230 ROCHDALE ST	455-332-016-000	1016 TERESA PL	482-431-067-000
219 ROCHDALE ST	455-333-012-000	1017 TERESA PL	482-431-013-000
103 HUDDLESTONE CI	455-331-017-000	1272 LAVANDE DR	482-431-011-000
11 HUDDLESTONE CI	455-334-006-000	1109 WIND PL	482-431-065-000
221 ROCHDALE ST	455-333-011-000	1117 WIND PL	482-431-064-000
22 HUDDLESTONE CI	455-333-003-000	1256 LAVANDE DR	482-431-008-000
106 HUDDLESTONE CI	455-332-022-000	1108 PARIS DR	482-431-010-000
231 ROCHDALE ST	455-333-006-000	1096 PROVENCE VILLAGE DR	482-432-006-000
9 HUDDLESTONE CI	455-334-005-000	1088 PROVENCE VILLAGE DR	482-432-005-000
99 HUDDLESTONE CI	455-331-015-000	1080 PROVENCE VILLAGE DR	482-432-004-000
229 ROCHDALE ST	455-333-007-000	1104 PROVENCE VILLAGE DR	482-432-007-000
15 HUDDLESTONE CI	455-334-002-000	1117 PARIS DR	482-432-018-000
227 ROCHDALE ST	455-333-008-000	1125 PARIS DR	482-432-017-000
232 ROCHDALE ST	455-332-017-000	1240 LAVANDE DR	482-432-016-000
225 ROCHDALE ST	455-333-009-000	1301 DURANCE PL	482-432-011-000
17 HUDDLESTONE CI	455-334-003-000	1208 TURIN PL	482-432-015-000
102 HUDDLESTONE CI	455-332-021-000	1216 TURIN PL	482-432-014-000
13 HUDDLESTONE CI	455-334-001-000	1309 DURANCE PL	482-432-012-000
7 HUDDLESTONE CI	455-334-004-000	1317 DURANCE PL	482-432-013-000
223 ROCHDALE ST	455-333-010-000	1224 LAVANDE DR	482-432-010-000
234 ROCHDALE ST	455-332-018-000	1216 LAVANDE DR	482-432-009-000
97 HUDDLESTONE CI	455-331-020-000	1208 LAVANDE DR	482-432-008-000
233 ROCHDALE ST	455-280-064-000	2000 PASQUAL DR	459-090-038-000
26 HUDDLESTONE CI	455-333-004-000	486 ROSEVILLE RD	472-050-014-000
95 HUDDLESTONE CI	455-331-019-000	486 ROSEVILLE RD	472-050-008-000
235 ROCHDALE ST	455-280-063-000	486 ROSEVILLE RD	472-050-007-000
98 HUDDLESTONE CI	455-332-020-000	2073 MANNINGTON PL	490-372-024-000

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ADDR1	ADDR1	ADDR1	ADDR1
93 HUDDLESTONE CI	455-331-018-000	220 EAST ST	013-024-023-000
237 ROCHDALE ST	455-280-062-000	2165 CASTLE PINES WY	496-110-041-000
89 HUDDLESTONE CI	455-280-012-000	4040 CHUCKWAGON WY	492-190-012-000
23 HUDDLESTONE CI	455-280-046-000	5153 MAESTRO WY	496-090-060-000
30 HUDDLESTONE CI	455-333-005-000	112 VALLEY OAK DR	472-370-026-000
239 ROCHDALE ST	455-280-061-000	1009 DOLCE LN	459-090-054-000
236 ROCHDALE ST	455-332-019-000	1345 MARSEILLE LN	482-380-094-000
21 HUDDLESTONE CI	455-280-045-000	4250 UPLAND DR	498-010-047-000
249 ROCHDALE ST	455-280-056-000	1411 VISTA GRANDE BL	498-010-043-000
94 HUDDLESTONE CI	455-280-067-000	1550 VISTA GRANDE BL	498-010-035-000
241 ROCHDALE ST	455-280-060-000	6844 FIDDYMENT RD	498-010-041-000
87 HUDDLESTONE CI	455-280-011-000	1400 VISTA GRANDE BL	498-010-036-000
34 HUDDLESTONE CI	455-280-047-000	4601 UPLAND DR	498-010-031-000
66 HUDDLESTONE CI	455-280-055-000	2700 VISTA GRANDE BL	499-010-009-000
38 HUDDLESTONE CI	455-280-048-000	1151 VISTA GRANDE BL	498-010-040-000
19 HUDDLESTONE CI	455-280-044-000	1690 VISTA GRANDE BL	498-010-034-000
247 ROCHDALE ST	455-280-057-000	6810 FIDDYMENT RD	498-010-023-000
238 ROCHDALE ST	455-280-066-000	4950 UPLAND DR	498-010-024-000
245 ROCHDALE ST	455-280-058-000	2100 SIERRA GLEN DR	498-010-026-000
27 HUDDLESTONE CI	455-280-043-000	1050 VISTA GRANDE BL	498-010-039-000
25 HUDDLESTONE CI	455-280-042-000	1351 VISTA GRANDE BL	498-010-042-000
62 HUDDLESTONE CI	455-280-054-000	1250 VISTA GRANDE BL	498-010-037-000
91 HUDDLESTONE CI	455-280-013-000	3751 SANTUCCI BL	499-010-007-000
243 ROCHDALE ST	455-280-059-000	3750 SANTUCCI BL	499-010-024-000
42 HUDDLESTONE CI	455-280-049-000	3850 SANTUCCI BL	499-010-005-000
54 HUDDLESTONE CI	455-280-052-000	1520 VISTA GRANDE BL	498-010-032-000
46 HUDDLESTONE CI	455-280-050-000	1600 VISTA GRANDE BL	498-010-033-000
83 HUDDLESTONE CI	455-280-017-000	4701 UPLAND DR	498-010-022-000
31 HUDDLESTONE CI	455-280-041-000	3900 SANTUCCI	499-010-025-000
81 HUDDLESTONE CI	455-280-016-000	204 PAUL CT	015-360-026-000
29 HUDDLESTONE CI	455-280-040-000	2088 HERITAGE DR	363-120-021-000
58 HUDDLESTONE CI	455-280-053-000	485 ROSEVILLE RD	472-050-010-000
73 HUDDLESTONE CI	455-280-018-000	400 ROSEVILLE RD	472-060-012-000
71 HUDDLESTONE CI	455-280-024-000	400 ROSEVILLE RD	472-070-008-000
85 HUDDLESTONE CI	455-280-014-000	400 ROSEVILLE RD	472-070-009-000
33 HUDDLESTONE CI	455-280-038-000	400 ROSEVILLE RD	472-060-011-000
75 HUDDLESTONE CI	455-280-019-000	935 HIGHLAND POINTE DR	363-020-053-000
50 HUDDLESTONE CI	455-280-051-000	5081 WOOD WY	496-140-001-000
57 HUDDLESTONE CI	455-280-025-000	2325 CASTLE PINES WY	496-110-049-000
55 HUDDLESTONE CI	455-280-032-000	108 VALLEY OAK DR	472-370-024-000
35 HUDDLESTONE CI	455-280-039-000	106 VALLEY OAK DR	472-370-023-000
69 HUDDLESTONE CI	455-280-023-000	2532 MEAD WY	496-120-033-000
79 HUDDLESTONE CI	455-280-015-000	7209 CASTLE ROCK WY	496-150-025-000

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ADDR1	ADDR1	ADDR1	ADDR1
59 HUDDLESTONE CI	455-280-026-000	5025 PRAIRIE GRASS WY	492-170-014-000
53 HUDDLESTONE CI	455-280-031-000	4032 PAYSON AV	496-040-065-000
43 HUDDLESTONE CI	455-280-033-000	1057 DOLCE LN	459-090-048-000
41 HUDDLESTONE CI	455-280-037-000	4268 SHORTHORN WY	492-130-018-000
77 HUDDLESTONE CI	455-280-020-000	2129 CAPRI DR	459-080-002-000
67 HUDDLESTONE CI	455-280-022-000	4129 WYMAN WY	496-170-025-000
65 HUDDLESTONE CI	455-280-021-000	1780 VIGNOLIA LP	484-211-003-000
61 HUDDLESTONE CI	455-280-027-000	2577 PLEASANT GROVE BL	490-300-011-000
51 HUDDLESTONE CI	455-280-030-000	3064 LENNON DR	455-300-065-000
45 HUDDLESTONE CI	455-280-034-000	3049 OAK TRAIL WY	492-160-007-000
63 HUDDLESTONE CI	455-280-028-000	4128 WYMAN WY	496-170-003-000
47 HUDDLESTONE CI	455-280-035-000	2309 CASTLE PINES WY	496-110-047-000
39 HUDDLESTONE CI	455-280-036-000	2156 CASTLE PINES WY	496-110-025-000
49 HUDDLESTONE CI	455-280-029-000	2016 RUSTLER DR	492-190-009-000
125 DEMPSEY CT	455-280-071-000	156 BOGART CT	496-190-010-000
165 DEMPSEY CT	455-280-070-000	5073 WOOD WY	496-180-037-000
1040 PROVENCE VILLAGE DR	482-431-006-000	3024 GOODNIGHT TRAIL DR	492-200-013-000
3272 VILLAGE CENTER DR	490-371-065-000	2065 PASQUAL DR	459-090-029-000
620 SUNRISE AV	014-270-044-000	1741 PARK OAK DR	456-160-025-000
8450 INDUSTRIAL AV	017-113-008-000	1875 VERRAZONA DR	484-213-003-000
2048 CAPRI DR	459-070-048-000	1899 VERRAZONA DR	484-213-006-000
1721 PLEASANT GROVE BL	017-162-087-000	2226 VILLAGE GREEN DR	490-372-060-000
1629 ESKATON LP	482-380-089-000	2196 CASTLE PINES WY	496-110-020-000
1325 VOLONNE DR	482-460-034-000	470 ROSEVILLE RD	472-060-014-000
2549 MEAD WY	496-120-029-000	470 ROSEVILLE RD	472-060-015-000
5080 WOOD WY	496-130-031-000	470 ROSEVILLE RD	472-060-016-000
3145 LENNON DR	455-300-018-000	420 ROSEVILLE RD	472-080-009-000
7524 ASTAIRE WY	496-200-017-000	480 ROSEVILLE RD	472-050-020-000
2541 MEAD WY	496-120-028-000	480 ROSEVILLE RD	472-050-022-000
101 VALLEY OAK DR	472-370-034-000	482 ROSEVILLE RD	472-050-024-000
7032 ROMA WY	459-080-062-000	450 ROSEVILLE RD	472-060-013-000
1288 VOLONNE DR	482-460-004-000	446 ROSEVILLE RD	472-070-011-000
6064 PARKMINSTER WY	496-220-015-000	444 ROSEVILLE RD	472-070-016-000
1225 VOLONNE DR	482-460-011-000	446 ROSEVILLE RD	472-070-017-000
301 MINERS RAVINE CT	456-320-022-000	444 ROSEVILLE RD	472-070-015-000
531 VALLEJO AV	011-250-007-000	450 ROSEVILLE RD	472-060-010-000
1828 S CIRBY WY	469-280-009-000	2065 MANNINGTON PL	490-372-025-000
2520 VISTA GRANDE BL	499-010-020-000	2057 MANNINGTON PL	490-372-026-000
1251 WESTBROOK BL	499-010-031-000	2219 VILLAGE GREEN DR	490-371-007-000
1400 WESTBROOK BL	499-010-037-000	4057 SONATA WY	496-060-002-000
3750 MARKET ST	498-010-011-000	2121 CAPRI DR	459-080-001-000
1850 VISTA GRANDE BL	499-010-034-000	2049 PASQUAL DR	459-090-031-000
3651 MARKET ST	498-010-005-000	6040 OPERA WY	496-060-053-000

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ADDR1	ADDR1	ADDR1	ADDR1
2200 SIERRA GLEN DR	498-010-001-000	3048 VERWOOD PL	490-372-040-000
1501 WESTBROOK BL	499-010-029-000	4056 CHUCKWAGON WY	492-190-010-000
1500 WESTBROOK BL	499-010-038-000	9040 HAVERING DR	496-210-017-000
3051 FEDERICO DR	499-010-043-000	1113 VOLONNE DR	482-450-042-000
2401 SILVER SPRUCE DR	499-010-022-000	1088 ROTHBURY LN	490-300-037-000
1550 WESTBROOK BL	499-010-039-000	1241 VOLONNE DR	482-460-013-000
3700 SANTUCCI BL	499-010-023-000	2008 MANNINGTON PL	490-372-013-000
1701 WESTBROOK BL	499-010-027-000	111 VALLEY OAK DR	472-370-029-000
1650 MARKET ST	499-010-047-000	4011 PORCH SWING DR	492-050-021-000
2751 SILVER SPRUCE	499-010-026-000	1858 VERRAZONA DR	484-212-025-000
3089 OAK TRAIL WY	492-160-012-000	625 SAINT ARMEL PL	482-440-036-000
3057 OAK TRAIL WY	492-160-008-000	1008 TERESA PL	482-431-012-000
109 NAPLES PL	459-090-007-000	1207 SAMOA WY	469-130-026-000
7508 ASTAIRE WY	496-190-023-000	7516 ASTAIRE WY	496-190-022-000
4249 BOB DOYLE DR	490-372-055-000	3049 LAMAR WY	496-120-007-000
1541 AVANTI DR	459-070-005-000	4080 WYMAN WY	496-170-009-000
1877 PARK OAK DR	456-180-004-000	5176 WOOD WY	496-130-020-000
1008 OAKBRIAR CI	401-020-001-000	1513 EUREKA RD	048-013-002-000
1016 OAKBRIAR CI	401-020-002-000	1521 EUREKA RD	048-013-003-000
1024 OAKBRIAR CI	401-020-003-000	3016 WALCOTT WY	455-300-056-000
1032 OAKBRIAR CI	401-020-004-000	2132 CAMINO REAL WY	483-361-001-000
1040 OAKBRIAR CI	401-020-005-000	4248 VITTORIO DR	459-080-009-000
1048 OAKBRIAR CI	401-020-006-000	3048 WALCOTT WY	455-300-052-000
1064 OAKBRIAR CI	401-020-008-000	100 VALLEY OAK DR	472-370-020-000
1072 OAKBRIAR CI	401-020-009-000	1088 PATAGONIA WY	496-070-033-000
1080 OAKBRIAR CI	401-020-010-000	6001 BARNSIDE PL	492-170-038-000
1088 OAKBRIAR CI	401-020-011-000	224 VALENTINO CT	496-200-001-000
1096 OAKBRIAR CI	401-020-012-000	5152 WOOD WY	496-130-023-000
1104 OAKBRIAR CI	401-020-013-000	4032 SONATA WY	496-060-024-000
1112 OAKBRIAR CI	401-020-014-000	1401 VOLONNE DR	482-450-073-000
1120 OAKBRIAR CI	401-020-015-000	8224 FORT COLLINS WY	496-160-018-000
1128 OAKBRIAR CI	401-020-016-000	2024 CAPRI DR	459-070-045-000
1136 OAKBRIAR CI	401-020-017-000	1000 PROVENCE VILLAGE DR	482-431-001-000
1144 OAKBRIAR CI	401-020-018-000	2297 FLAGSTAFF WY	496-040-038-000
1145 OAKBRIAR CI	401-020-019-000	1440 VOLONNE DR	482-450-065-000
1137 OAKBRIAR CI	401-020-020-000	7080 GREENFORD WY	496-210-034-000
1129 OAKBRIAR CI	401-020-021-000	241 NEVADA AV	013-192-036-000
400 REDWOOD VILLAGE PL	401-020-022-000	1988 CAMINO REAL WY	483-361-019-000
408 REDWOOD VILLAGE PL	401-020-023-000	3025 VILLAGE CENTER DR	490-258-008-000
416 REDWOOD VILLAGE PL	401-020-024-000	1017 DENNINGTON PL	490-371-032-000
401 REDWOOD VILLAGE PL	401-020-027-000	7008 ROMA WY	459-080-059-000
409 REDWOOD VILLAGE PL	401-020-026-000	7024 ROMA WY	459-080-061-000
417 REDWOOD VILLAGE PL	401-020-025-000	116 BRIARTHORNE CT	492-130-046-000

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ADDR1	ADDR1	ADDR1	ADDR1
1049 OAKBRIAR CI	401-020-028-000	3056 WALCOTT WY	455-300-051-000
1041 OAKBRIAR CI	401-020-029-000	213 FIG ST	012-162-009-000
1033 OAKBRIAR CI	401-020-030-000	3048 LENNON DR	455-300-067-000
2000 SYCAMORE GROVE LN	401-020-031-000	1137 OLD COACH DR	492-180-041-000
2008 SYCAMORE GROVE LN	401-020-032-000	1001 ROSEVILLE PW	363-030-064-000
2016 SYCAMORE GROVE LN	401-020-033-000	1268 PLEASANT GROVE BL	477-080-006-000
2024 SYCAMORE GROVE LN	401-020-034-000	1751 PLEASANT GROVE BL	017-162-088-000
2032 SYCAMORE GROVE LN	401-020-035-000	8233 FORT COLLINS WY	496-150-017-000
2040 SYCAMORE GROVE LN	401-020-036-000	6136 GARLAND WY	496-140-023-000
2048 SYCAMORE GROVE LN	401-020-037-000	3080 LENNON DR	455-300-063-000
1153 OAKBRIAR CI	401-020-038-000	1533 AVANTI DR	459-070-004-000
1161 OAKBRIAR CI	401-020-039-000	3073 OAK TRAIL WY	492-160-010-000
1169 OAKBRIAR CI	401-020-040-000	5730 PHILLIP RD	017-101-007-000
2009 SYCAMORE GROVE LN	401-020-046-000	216 REBEL CT	492-140-017-000
2017 SYCAMORE GROVE LN	401-020-045-000	86 VALLEY OAK DR	472-370-013-000
2025 SYCAMORE GROVE LN	401-020-044-000	6000 PHILLIP RD	017-101-009-000
2033 SYCAMORE GROVE LN	401-020-043-000	5113 WOOD WY	496-140-005-000
2041 SYCAMORE GROVE LN	401-020-042-000	3760 MINERS RAVINE DR	455-260-015-000
2049 SYCAMORE GROVE LN	401-020-041-000	149 BOGART CT	496-190-009-000
3008 IVY CREEK LN	401-010-002-000	8305 FORT COLLINS WY	496-150-009-000
3016 IVY CREEK LN	401-010-003-000	2117 CASTLE PINES WY	496-110-035-000
3024 IVY CREEK LN	401-010-004-000	2033 AVIGNON LN	482-450-022-000
3032 IVY CREEK LN	401-010-005-000	1312 GRAND JUNCTION WY	496-120-040-000
3040 IVY CREEK LN	401-010-006-000	4016 JEROME WY	496-080-029-000
3048 IVY CREEK LN	401-010-007-000	4201 VITTORIO DR	459-080-070-000
2001 SYCAMORE GROVE LN	401-020-047-000	3032 YOUNGTOWN AV	496-070-024-000
3000 IVY CREEK LN	401-010-001-000	2585 PLEASANT GROVE BL	490-300-010-000
1177 OAKBRIAR CI	401-020-048-000	6025 GARLAND WY	496-180-011-000
1185 OAKBRIAR CI	401-010-008-000	131 CHURCH ST	012-200-002-000
1193 OAKBRIAR CI	401-010-009-000	823 CIRBY WY	471-010-005-000
1201 OAKBRIAR CI	401-010-010-000	1867 VERRAZONA DR	484-213-002-000
1209 OAKBRIAR CI	401-010-011-000	3113 LAMAR WY	496-240-010-000
1217 OAKBRIAR CI	401-010-012-000	3177 VILLAGE PLAZA DR	490-372-004-000
3009 IVY CREEK LN	401-010-018-000	1721 VISTA GRANDE BL	498-010-012-000
3017 IVY CREEK LN	401-010-017-000	228 HARDING BL	013-212-049-000
3025 IVY CREEK LN	401-010-016-000	2001 PASQUAL DR	459-090-037-000
3033 IVY CREEK LN	401-010-015-000	3081 WALCOTT WY	455-300-061-000
3041 IVY CREEK LN	401-010-014-000	7153 CASTLE ROCK WY	496-160-023-000
3049 IVY CREEK LN	401-010-013-000	7185 CASTLE ROCK WY	496-160-019-000
3001 IVY CREEK LN	401-010-019-000	4008 SILVER PLUME WY	496-160-002-000
1337 OAKBRIAR CI	401-010-020-000	7145 CASTLE ROCK WY	496-160-024-000
1329 OAKBRIAR CI	401-010-021-000	4000 SILVER PLUME WY	496-160-001-000
1321 OAKBRIAR CI	401-010-022-000	2300 CASTLE PINES WY	496-110-007-000

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ADDR1	ADDR1	ADDR1	ADDR1
516 BRIAR POINTE PL	401-010-025-000	2308 CASTLE PINES WY	496-110-006-000
508 BRIAR POINTE PL	401-010-024-000	2356 CASTLE PINES WY	496-110-001-000
500 BRIAR POINTE PL	401-010-023-000	2364 CASTLE PINES WY	496-120-038-000
517 BRIAR POINTE PL	401-010-026-000	6185 GARLAND WY	496-140-035-000
509 BRIAR POINTE PL	401-010-027-000	6177 GARLAND WY	496-140-034-000
501 BRIAR POINTE PL	401-010-028-000	6169 GARLAND WY	496-140-033-000
1241 OAKBRIAR CI	401-010-029-000	6153 GARLAND WY	496-140-031-000
1233 OAKBRIAR CI	401-010-030-000	6176 GARLAND WY	496-140-018-000
1264 OAKBRIAR CI	401-010-036-000	6184 GARLAND WY	496-140-017-000
1256 OAKBRIAR CI	401-010-035-000	6192 GARLAND WY	496-140-016-000
1248 OAKBRIAR CI	401-010-034-000	6200 GARLAND WY	496-140-015-000
1240 OAKBRIAR CI	401-010-033-000	6208 GARLAND WY	496-140-014-000
1232 OAKBRIAR CI	401-010-032-000	6193 GARLAND WY	496-140-036-000
1224 OAKBRIAR CI	401-010-031-000	6209 GARLAND WY	496-140-041-000
1272 OAKBRIAR CI	401-010-037-000	2380 CASTLE PINES WY	496-120-037-000
1280 OAKBRIAR CI	401-010-038-000	7216 CASTLE ROCK WY	496-150-004-000
1288 OAKBRIAR CI	401-010-039-000	7192 CASTLE ROCK WY	496-150-001-000
1296 OAKBRIAR CI	401-010-040-000	7168 CASTLE ROCK WY	496-160-004-000
1304 OAKBRIAR CI	401-010-041-000	7176 CASTLE ROCK WY	496-160-005-000
1312 OAKBRIAR CI	401-010-042-000	7184 CASTLE ROCK WY	496-160-006-000
1320 OAKBRIAR CI	401-010-043-000	7208 CASTLE ROCK WY	496-150-003-000
1328 OAKBRIAR CI	401-010-044-000	5137 WOOD WY	496-140-008-000
1336 OAKBRIAR CI	401-010-045-000	5145 WOOD WY	496-140-009-000
1344 OAKBRIAR CI	401-010-046-000	5153 WOOD WY	496-140-010-000
1352 OAKBRIAR CI	401-010-047-000	5169 WOOD WY	496-140-012-000
1360 OAKBRIAR CI	401-010-048-000	5161 WOOD WY	496-140-011-000
601 BERRY ST	015-100-057-000	5177 WOOD WY	496-140-013-000
1017 PATAGONIA WY	496-080-012-000	1400 GRAND JUNCTION WY	496-120-051-000
1905 DOUGLAS BL	048-011-005-000	1392 GRAND JUNCTION WY	496-120-050-000
108 BRIARTHORNE CT	492-130-045-000	1384 GRAND JUNCTION WY	496-120-049-000
108 BOGART CT	496-190-016-000	1376 GRAND JUNCTION WY	496-120-048-000
4128 VITTORIO DR	459-080-023-000	1368 GRAND JUNCTION WY	496-120-047-000
2216 STANSFIELD DR	496-040-015-000	1360 GRAND JUNCTION WY	496-120-046-000
4056 HAYSTACK WY	492-160-050-000	1352 GRAND JUNCTION WY	496-120-045-000
2089 PASQUAL DR	459-090-026-000	2292 CASTLE PINES WY	496-110-008-000
3048 LAMAR WY	496-120-017-000	2324 CASTLE PINES WY	496-110-004-000
7056 GREENFORD WY	496-210-037-000	2316 CASTLE PINES WY	496-110-005-000
2080 PASQUAL DR	459-090-045-000	2332 CASTLE PINES WY	496-110-003-000
1168 ROTHBURY LN	490-300-020-000	2348 CASTLE PINES WY	496-110-002-000
212 KEEHNER AV	014-113-060-000	1344 GRAND JUNCTION WY	496-120-044-000
400 HOLBROOK CT	496-040-073-000	1336 GRAND JUNCTION WY	496-120-043-000
111 WILLS RD	015-150-024-000	5129 WOOD WY	496-140-007-000
600 HARDING BL	015-140-007-000	7161 CASTLE ROCK WY	496-160-022-000

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ADDR1	ADDR1	ADDR1	ADDR1
131 WILLS RD	015-140-004-000	2801 WESTBROOK BL	496-020-015-000
119 WILLS RD	015-150-025-000	6201 GARLAND WY	496-140-037-000
125 WILLS RD	015-150-023-000	2564 MEAD WY	496-240-044-000
4001 SONATA WY	496-060-009-000	3152 LAMAR WY	496-240-018-000
5217 MAESTRO WY	496-090-068-000	2589 MEAD WY	496-240-040-000
6024 GARLAND WY	496-180-025-000	3160 LAMAR WY	496-240-019-000
1345 VOLONNE DR	482-460-026-000	3168 LAMAR WY	496-240-020-000
4168 VITTORIO DR	459-080-019-000	2605 MEAD WY	496-240-038-000
7000 ROMA WY	459-080-058-000	3145 LAMAR WY	496-240-006-000
2024 MANNINGTON PL	490-372-015-000	2613 MEAD WY	496-240-037-000
1152 ROTHBURY LN	490-300-022-000	3176 LAMAR WY	496-240-021-000
1041 DENNINGTON PL	490-371-029-000	3161 LAMAR WY	496-240-004-000
3161 LENNON DR	455-300-020-000	3169 LAMAR WY	496-240-003-000
7088 GREENFORD WY	496-210-033-000	3177 LAMAR WY	496-240-002-000
4113 WYMAN WY	496-170-023-000	3185 LAMAR WY	496-240-001-000
2020 CAMINO REAL WY	483-361-015-000	3184 LAMAR WY	496-240-022-000
5024 WOOD WY	496-170-019-000	1280 GRAND JUNCTION WY	496-240-051-000
308 BARRYMORE CT	496-200-011-000	1272 GRAND JUNCTION WY	496-240-050-000
3017 LENNON DR	455-300-003-000	2596 MEAD WY	496-240-047-000
216 PADUA PL	459-090-010-000	2604 MEAD WY	496-240-048-000
4225 BOB DOYLE DR	490-372-052-000	1216 GRAND JUNCTION WY	496-240-056-000
6017 GARLAND WY	496-180-010-000	1208 GRAND JUNCTION WY	496-240-055-000
5033 STETSON ST	492-190-015-000	1200 GRAND JUNCTION WY	496-240-054-000
1200 MAKEWAY ST	492-270-048-000	1232 GRAND JUNCTION WY	496-240-058-000
1153 OLD COACH DR	492-180-043-000	1224 GRAND JUNCTION WY	496-240-057-000
109 FRANKLIN ST	014-112-018-000	1240 GRAND JUNCTION WY	496-240-059-000
1200 VOLONNE DR	482-450-019-000	5072 GLENWOOD SPRINGS WY	496-240-072-000
2301 CASTLE PINES WY	496-110-046-000	5064 GLENWOOD SPRINGS WY	496-240-071-000
201 SNOWY EGRET CT	456-180-006-000	5040 GLENWOOD SPRINGS WY	496-240-068-000
1813 VIGNOLIA LP	484-212-001-000	5048 GLENWOOD SPRINGS WY	496-240-069-000
3073 LAMAR WY	496-120-010-000	5056 GLENWOOD SPRINGS WY	496-240-070-000
5160 WOOD WY	496-130-022-000	5008 GLENWOOD SPRINGS WY	496-240-064-000
2561 PLEASANT GROVE BL	490-300-013-000	5016 GLENWOOD SPRINGS WY	496-240-065-000
6000 BARNSIDE PL	492-170-037-000	5024 GLENWOOD SPRINGS WY	496-240-066-000
2417 PLEASANT GROVE BL	490-300-045-000	5032 GLENWOOD SPRINGS WY	496-240-067-000
4193 VITTORIO DR	459-080-071-000	5025 GLENWOOD SPRINGS WY	496-240-032-000
7500 ASTAIRE WY	496-190-024-000	5033 GLENWOOD SPRINGS WY	496-240-031-000
2141 CASTLE PINES WY	496-110-038-000	5041 GLENWOOD SPRINGS WY	496-240-030-000
1016 PATAGONIA WY	496-080-009-000	2621 MEAD WY	496-240-036-000
6145 GARLAND WY	496-140-030-000	2612 MEAD WY	496-240-049-000
1176 ROTHBURY LN	490-300-019-000	5000 GLENWOOD SPRINGS WY	496-240-063-000
1032 PROVENCE VILLAGE DR	482-431-005-000	5080 GLENWOOD SPRINGS WY	496-240-073-000
1557 AVANTI DR	459-070-006-000	5088 GLENWOOD SPRINGS WY	496-240-074-000

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ADDR1	ADDR1	ADDR1	ADDR1
5097 MAESTRO WY	496-090-013-000	5113 GLENWOOD SPRINGS WY	496-240-029-000
625 ALTA VISTA AV	011-181-006-000	5112 GLENWOOD SPRINGS WY	496-240-077-000
6032 OPERA WY	496-060-052-000	5104 GLENWOOD SPRINGS WY	496-240-076-000
8176 FORT COLLINS WY	496-160-012-000	5096 GLENWOOD SPRINGS WY	496-240-075-000
4144 WYMAN WY	496-170-001-000	5120 GLENWOOD SPRINGS WY	496-240-078-000
500 TEMPE CT	496-080-025-000	5121 GLENWOOD SPRINGS WY	496-240-028-000
5105 WOOD WY	496-140-004-000	5137 GLENWOOD SPRINGS WY	496-240-027-000
5145 MAESTRO WY	496-090-019-000	5169 GLENWOOD SPRINGS WY	496-240-024-000
3033 YOUNGTOWN AV	496-070-029-000	5128 GLENWOOD SPRINGS WY	496-240-079-000
2509 MEAD WY	496-120-024-000	5136 GLENWOOD SPRINGS WY	496-240-080-000
4265 BOB DOYLE DR	490-372-057-000	5145 GLENWOOD SPRINGS WY	496-240-026-000
5072 WOOD WY	496-170-013-000	5144 GLENWOOD SPRINGS WY	496-240-081-000
3097 LAMAR WY	496-240-012-000	5152 GLENWOOD SPRINGS WY	496-240-082-000
1980 CAMINO REAL WY	483-361-020-000	5160 GLENWOOD SPRINGS WY	496-240-083-000
5516 ENSEMBLE WY	496-090-027-000	5177 GLENWOOD SPRINGS WY	496-240-023-000
405 CHURCH ST	012-152-011-000	5168 GLENWOOD SPRINGS WY	496-240-084-000
1012 CHURCH ST	012-171-013-000	5176 GLENWOOD SPRINGS WY	496-240-085-000
1008 CHURCH ST	012-171-029-000	5161 GLENWOOD SPRINGS WY	496-240-025-000
1004 CHURCH ST	012-171-030-000	5017 GLENWOOD SPRINGS WY	496-240-033-000
1000 CHURCH ST	012-171-031-000	5009 GLENWOOD SPRINGS WY	496-240-034-000
1024 SWEET PEA PL	482-431-019-000	5001 GLENWOOD SPRINGS WY	496-240-035-000
2482 PLEASANT GROVE BL	490-258-006-000	1256 GRAND JUNCTION WY	496-240-061-000
2140 CASTLE PINES WY	496-110-027-000	1264 GRAND JUNCTION WY	496-240-062-000
2235 VILLAGE GREEN DR	490-371-009-000	1248 GRAND JUNCTION WY	496-240-060-000
6112 GARLAND WY	496-140-026-000	2275 WESTBROOK BL	496-030-008-000
2016 CAPRI DR	459-070-044-000	2801 WESTBROOK BL	496-020-014-000
4057 CHUCKWAGON WY	492-190-005-000	6485 GARLAND WY	496-020-026-000
4136 WYMAN WY	496-170-002-000	1401 GRAND JUNCTION WY	496-020-029-000
2203 VILLAGE GREEN DR	490-371-005-000	6101 GARLAND WY	496-020-020-000
3041 DEMARTINI DR	455-250-005-000	4251 BROOKSTONE DR	496-020-022-000
2109 CASTLE PINES WY	496-110-034-000	5048 WOOD WY	496-170-016-000
3128 LAMAR WY	496-240-016-000	3975 DOUGLAS BL	048-021-040-000
941 LAWTON AV	015-080-001-000	1451 BLUE OAKS BL	017-231-015-000
6049 OPERA WY	496-060-032-000	1431 BLUE OAKS BL	017-231-014-000
1110 CHURCH ST	012-185-024-000	100 GERRARD CT	455-260-020-000
1065 DOLCE LN	459-090-047-000	508 OAK RAVINE CT	456-190-004-000
8329 FORT COLLINS WY	496-150-006-000	124 NAPLES PL	459-090-001-000
6096 PARKMINSTER WY	496-220-011-000	2525 MEAD WY	496-120-026-000
5017 WOOD WY	496-180-030-000	7193 CASTLE ROCK WY	496-150-027-000
3072 VERWOOD PL	490-372-043-000	3569 MINERS RAVINE DR	456-320-030-000
2276 CASTLE PINES WY	496-110-010-000	3414 KENNERLEIGH PW	490-280-009-000
1581 AVANTI DR	459-070-009-000	6241 GARLAND WY	496-200-018-000
102 VALLEY OAK DR	472-370-021-000	4065 SONATA WY	496-060-001-000

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ADDR1	ADDR1	ADDR1	ADDR1
2017 AVIGNON LN	482-450-024-000	3024 LENNON DR	455-300-070-000
6032 BARNSIDE PL	492-170-033-000	1853 CAMINO REAL WY	483-363-024-000
4136 VITTORIO DR	459-080-022-000	1668 AVANTI DR	459-070-032-000
113 VALLEY OAK DR	472-370-028-000	7056 ROMA WY	459-080-065-000
90 VALLEY OAK DR	472-370-015-000	7016 ROMA WY	459-080-060-000
3120 LAMAR WY	496-240-015-000	2396 ANGUS RD	492-170-053-000
8950 INDUSTRIAL AV	017-123-083-000	3080 VERWOOD PL	490-372-044-000
2201 FREEDOM WY	017-123-084-000	2040 CAPRI DR	459-070-047-000
2000 FREEDOM WY	017-123-080-000	2242 VILLAGE GREEN DR	490-372-058-000
2100 FREEDOM WY	017-123-081-000	1056 OAKBRIAR CI	401-020-007-000
2200 FREEDOM WY	017-123-082-000	1430 W COLONIAL PW	468-130-055-000
4145 WYMAN WY	496-170-027-000	7001 ROMA WY	459-080-057-000
1425 VOLONNE DR	482-450-070-000	2401 PLEASANT GROVE BL	490-300-047-000
110 VALLEY OAK DR	472-370-025-000	2064 MANNINGTON PL	490-372-020-000
333 LASSO CT	492-140-025-000	1041 DOLCE LN	459-090-050-000
3081 OAK TRAIL WY	492-160-011-000	1417 VOLONNE DR	482-450-071-000
409 KERSEY CT	496-040-013-000	3321 WELTON CI	496-050-002-000
5532 ENSEMBLE WY	496-090-025-000	6080 PARKMINSTER WY	496-220-013-000
2048 MANNINGTON PL	490-372-018-000	205 W IVY ST	012-183-006-000
309 BASSILICA CT	484-190-037-000	2049 MANNINGTON PL	490-372-027-000
1124 LONDON PL	482-431-027-000	4040 HAYSTACK WY	492-160-040-000
3670 COPPERLEAF ST	456-320-020-000	8240 FORT COLLINS WY	496-150-019-000
2409 PLEASANT GROVE BL	490-300-046-000	125 BOGART CT	496-190-006-000
2101 CASTLE PINES WY	496-110-033-000	3129 LAMAR WY	496-240-008-000
5088 WOOD WY	496-130-030-000	1608 MARSEILLE LN	482-414-038-000
125 BRIARTHORNE CT	492-130-047-000	101 NAPLES PL	459-090-008-000
3169 VILLAGE PLAZA DR	490-372-003-000	1096 ROTHBURY LN	490-300-036-000
600 CHURCH ST	012-144-010-000	214 KENROY LN	472-170-004-000
7089 GREENFORD WY	496-210-014-000	101 HICKORY ST	012-184-010-000
1161 VOLONNE DR	482-450-047-000	117 HICKORY ST	012-184-014-000
1017 DOLCE LN	459-090-053-000	157 HICKORY ST	012-184-024-000
2113 CORYTON LN	490-290-042-000	192 IVY ST	012-184-034-000
1033 PINE LOG PL	490-372-007-000	188 IVY ST	012-184-035-000
2157 CAMINO REAL WY	483-363-050-000	184 IVY ST	012-184-036-000
4001 HAYSTACK WY	492-160-025-000	180 IVY ST	012-184-037-000
1016 PROVENCE VILLAGE DR	482-431-003-000	1614 KIT CARSON WY	048-350-015-000
7548 ASTAIRE WY	496-200-014-000	1612 KIT CARSON WY	048-350-021-000
2384 FLAGSTAFF WY	496-040-077-000	1618 KIT CARSON WY	048-350-018-000
3065 WALCOTT WY	455-300-059-000	1616 KIT CARSON WY	048-350-016-000
4025 JEROME WY	496-080-020-000	4080 VITTORIO DR	459-080-028-000
6072 PARKMINSTER WY	496-220-014-000	919 LAWTON AV	015-080-052-000
4016 PAYSON AV	496-040-067-000	2588 MEAD WY	496-240-046-000
7225 CASTLE ROCK WY	496-150-023-000	3088 VERWOOD PL	490-372-045-000

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ADDR1	ADDR1	ADDR1	ADDR1
309 BARRYMORE CT	496-200-006-000	2533 MEAD WY	496-120-027-000
4088 WYMAN WY	496-170-008-000	6040 GARLAND WY	496-180-023-000
300 CHANDLER CT	496-040-031-000	208 VALENTINO CT	496-200-003-000
1240 VOLONNE DR	482-450-058-000	3025 OAK TRAIL WY	492-160-004-000
6009 BARNSIDE PL	492-170-056-000	2089 MANNINGTON PL	490-372-022-000
94 VALLEY OAK DR	472-370-017-000	3033 OCTAVE AV	496-060-017-000
3033 LENNON DR	455-300-005-000	2545 PLEASANT GROVE BL	490-300-015-000
8232 FORT COLLINS WY	496-150-018-000	2404 ANGUS RD	492-170-052-000
1008 PATAGONIA WY	496-080-010-000	1478 BLUE OAKS BL	482-340-012-000
2004 CAMINO REAL WY	483-361-017-000	10651 INDUSTRIAL AV	017-117-012-000
2056 CAPRI DR	459-070-049-000	1095 ROSEVILLE PW	363-011-043-000
1271 ANTELOPE CREEK DR	015-166-014-000	1745 BLUE OAKS BL	017-116-002-000
5508 ENSEMBLE WY	496-090-028-000	1091 ROSEVILLE PW	363-011-044-000
1237 VISTA VERDE DR	492-200-003-000	1395 E ROSEVILLE PW	456-010-022-000
1650 HUNTINGTON DR	048-260-030-000	9713 SIERRA COLLEGE BL	466-030-046-000
140 BOGART CT	496-190-012-000	87 PARRY ST	013-022-033-000
6257 GARLAND WY	496-200-020-000	1100 COTTONWOOD DR	469-110-031-000
7136 GREENFORD WY	496-210-027-000	101 FOLSOM RD	013-075-010-000
1972 CAMINO REAL WY	483-361-021-000	2001 STRAUCH DR	048-260-032-000
7169 CASTLE ROCK WY	496-160-021-000	8000 ATKINSON ST	473-180-011-000
3009 OCTAVE AV	496-060-020-000	919 OAK RIDGE DR	470-050-008-000
2032 HONEY CHURCH PL	490-371-039-000	6560 WOODCREEK OAKS BL	017-231-003-000
3032 WALCOTT WY	455-300-054-000	10019 FOOTHILLS BL	017-250-010-510
3153 LAMAR WY	496-240-005-000	5300 PHILLIP RD	017-101-018-000
4128 WEATHERVANE WY	492-130-035-000	5120 PHILLIP RD	017-101-019-000
2088 CATTLEDRIVE WY	492-150-029-000	1471 STONE POINT DR	048-460-023-000
7121 GREENFORD WY	496-210-022-000	201 GIBSON DR	363-011-042-000
1164 PEORIA WY	496-070-009-000	1941 ROCKY RIDGE DR	469-100-046-000
4032 JEROME WY	496-080-027-000	10191 FOOTHILLS BL	485-080-005-000
2141 CAMINO REAL WY	483-363-048-000	1109 ROTHWELL LN	490-210-033-000
3001 LAMAR WY	496-120-001-000	1095 AMINGTON DR	017-152-044-000
1017 DOUGLAS BL	013-194-027-000	6080 WOODCREEK OAKS BL	017-231-005-000
1600 DOUGLAS BL	014-450-041-000	1701 PLEASANT GROVE BL	017-162-074-000
1600 DOUGLAS BL	014-450-053-000	4140 BRICK MASON CI	492-070-033-000
490 ROSEVILLE RD	472-050-013-000	4272 BRICK MASON CI	492-080-024-000
4000 HAYSTACK WY	492-160-048-000	2117 VIOLA WY	046-020-064-000
1000 BROKEN SPOKE LN	492-150-041-000	4051 PARKLAND WY	492-050-033-000
1008 BROKEN SPOKE LN	492-150-042-000	5480 PHILLIP RD	017-101-016-000
5096 PRAIRIE GRASS WY	492-170-050-000	5480 PHILLIP RD	017-101-017-000
5104 PRAIRIE GRASS WY	492-170-049-000	4601 WESTPARK DR	017-101-026-000
3081 AUTUMN LEAVES DR	492-170-051-000	4501 WESTPARK DR	017-101-027-000
2009A MALIBU PL	475-100-013-000	300 CONFERENCE CENTER DR	363-011-086-000
2008 MALIBU PL	475-100-014-000	4999 S CIRBY WY	467-080-001-510

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ADDR1	ADDR1	ADDR1	ADDR1
2017 MALIBU PL	475-100-012-000	999 RESERVE DR	363-011-054-000
2016 MALIBU PL	475-100-015-000	551 DIAMOND OAKS RD	363-011-058-000
2025 MALIBU PL	475-100-011-000	1160 ROSEVILLE PW	363-011-057-000
2024 MALIBU PL	475-100-016-000	1162 ROSEVILLE PW	363-011-087-000
2033 MALIBU PL	475-100-010-000	10616 INDUSTRIAL AV	017-123-004-000
2032 MALIBU PL	475-100-017-000	4751 BOB DOYLE DR	017-101-030-000
2040 MALIBU PL	475-100-018-000	572 GIBSON DR	363-011-004-000
2041 MALIBU PL	475-100-009-000	540 GIBSON DR	363-011-007-000
2057 MALIBU PL	475-100-008-000	556 GIBSON DR	363-011-005-000
2056 MALIBU PL	475-100-019-000	564 GIBSON DR	363-011-003-000
2065 MALIBU PL	475-100-007-000	580 GIBSON DR	363-011-002-000
2064 MALIBU PL	475-100-020-000	580 N SUNRISE AV	015-450-085-000
2073 MALIBU PL	475-100-006-000	1781 SANTA CLARA DR	013-213-026-000
2072 MALIBU PL	475-100-021-000	4375 BROOKSTONE DR	496-020-024-000
2081 MALIBU PL	475-100-005-000	8601 FOOTHILLS BL	017-232-004-000
2080 MALIBU PL	475-100-022-000	2081 PASQUAL DR	459-090-027-000
2089 MALIBU PL	475-100-004-000	1001 DENNINGTON PL	490-371-034-000
2088 MALIBU PL	475-100-023-000	1424 VOLONNE DR	482-450-063-000
2097 MALIBU PL	475-100-003-000	8241 FORT COLLINS WY	496-150-016-000
2096 MALIBU PL	475-100-024-000	5016 STETSON ST	492-180-035-000
2105 MALIBU PL	475-100-002-000	517 YUMA CT	496-040-023-000
4000 IMPALA CI	475-100-025-000	484 ROSEVILLE RD	472-050-034-000
4008 IMPALA CI	475-100-026-000	484 ROSEVILLE RD	472-050-035-000
2113 MALIBU PL	475-100-001-000	400 LINCOLN ST	011-147-011-000
2121 MALIBU PL	475-090-029-000	420 LINCOLN ST	011-147-007-000
4016 IMPALA CI	475-100-027-000	416 LINCOLN ST	011-147-008-000
2129 MALIBU PL	475-090-028-000	2400 FLAGSTAFF WY	496-040-075-000
4001 IMPALA CI	475-090-030-000	1821 CAMINO REAL WY	483-363-020-000
4024 IMPALA CI	475-090-041-000	4313 BOB DOYLE DR	490-371-014-000
4009 IMPALA CI	475-090-040-000	104 VALLEY OAK DR	472-370-022-000
2137 MALIBU PL	475-090-027-000	4144 VITTORIO DR	459-080-021-000
2136 MALIBU PL	475-090-031-000	121 N SUNRISE AV	013-213-024-000
4032 IMPALA CI	475-090-042-000	1798 PLEASANT GROVE BL	017-162-049-000
4033 IMPALA CI	475-090-039-000	132 BOGART CT	496-190-013-000
2145 MALIBU PL	475-090-026-000	7051 GALILEE RD	017-410-043-000
2144 MALIBU PL	475-090-032-000	132 LOST OAK CT	456-160-021-000
4040 IMPALA CI	475-090-043-000	4192 VITTORIO DR	459-080-016-000
2153 MALIBU PL	475-090-025-000	4297 BOB DOYLE DR	490-371-012-000
4041 IMPALA CI	475-090-038-000	2161 CAPRI DR	459-080-006-000
2152 MALIBU PL	475-090-033-000	2597 MEAD WY	496-240-039-000
4057 IMPALA CI	475-090-037-000	7200 CASTLE ROCK WY	496-150-002-000
2161 MALIBU PL	475-090-024-000	3073 WALCOTT WY	455-300-060-000
4048 IMPALA CI	475-090-044-000	5517 ENSEMBLE WY	496-090-032-000

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ADDR1	ADDR1	ADDR1	ADDR1
2160 MALIBU PL	475-090-034-000	1441 VOLONNE DR	482-450-068-000
2169 MALIBU PL	475-090-023-000	2000 HONEY CHURCH PL	490-371-035-000
4056 IMPALA CI	475-090-045-000	2137 CAPRI DR	459-080-003-000
4065A IMPALA CI	475-090-036-000	4008 JEROME WY	496-080-030-000
2168 MALIBU PL	475-090-035-000	3040 OAK TRAIL WY	492-160-019-000
2177 MALIBU PL	475-090-022-000	4209 VITTORIO DR	459-080-069-000
4064 IMPALA CI	475-090-046-000	4169 WYMAN WY	496-130-010-000
2288 PROVINCETOWN WY	475-090-021-000	1025 SWEET PEA PL	482-431-020-000
4072 IMPALA CI	475-090-047-000	5057 PRAIRIE GRASS WY	492-170-018-000
2184 MALIBU PL	475-090-049-000	620 OAK ST	013-152-019-000
2193 MALIBU PL	475-090-020-000	2508 MEAD WY	496-120-035-000
4080 IMPALA CI	475-090-048-000	1153 VOLONNE DR	482-450-046-000
2201 MALIBU PL	475-090-019-000	6233 GARLAND WY	496-190-027-000
2192 MALIBU PL	475-090-050-000	4240 VITTORIO DR	459-080-010-000
6016 BARNSIDE PL	492-170-035-000	5056 WOOD WY	496-170-015-000
6008 BARNSIDE PL	492-170-036-000	3025 LENNON DR	455-300-004-000
5088 PRAIRIE GRASS WY	492-170-030-000	8217 FORT COLLINS WY	496-160-008-000
3073 AUTUMN LEAVES DR	492-170-001-000	109 BOGART CT	496-190-004-000
5105 PRAIRIE GRASS WY	492-170-024-000	4289 WEATHERVANE WY	492-120-030-000
2000 CATTLEDRIVE WY	492-150-040-000	1385 VOLONNE DR	482-460-031-000
2008 CATTLEDRIVE WY	492-150-039-000	1025 PATAGONIA WY	496-080-013-000
2016 CATTLEDRIVE WY	492-150-038-000	7040 ROMA WY	459-080-063-000
2024 CATTLEDRIVE WY	492-150-037-000	2260 CASTLE PINES WY	496-110-012-000
2001 CATTLEDRIVE WY	492-150-017-000	1336 VOLONNE DR	482-460-007-000
2009 CATTLEDRIVE WY	492-150-018-000	7532 ASTAIRE WY	496-200-016-000
2017 CATTLEDRIVE WY	492-150-019-000	1590 VINEYARD RD	012-260-069-000
2025 CATTLEDRIVE WY	492-150-020-000	3016 LENNON DR	455-300-071-000
2049 CATTLEDRIVE WY	492-150-023-000	3065 LAMAR WY	496-120-009-000
1016 BROKEN SPOKE LN	492-150-014-000	4032 HAYSTACK WY	492-160-041-000
1024 BROKEN SPOKE LN	492-150-013-000	4073 WYMAN WY	496-170-021-000
1032 BROKEN SPOKE LN	492-150-012-000	1008 PROVENCE VILLAGE DR	482-431-002-000
1040 BROKEN SPOKE LN	492-150-011-000	4225 WYMAN WY	496-130-017-000
1048 BROKEN SPOKE LN	492-150-010-000	1804 VIGNOLIA LP	484-211-006-000
1056 BROKEN SPOKE LN	492-150-009-000	2132 CASTLE PINES WY	496-110-028-000
1064 BROKEN SPOKE LN	492-150-008-000	1281 LAVANDE DR	482-431-016-000
1001 BROKEN SPOKE LN	492-140-001-000	3136 LAMAR WY	496-240-017-000
1072 BROKEN SPOKE LN	492-150-007-000	5033 WOOD WY	496-180-032-000
1080 BROKEN SPOKE LN	492-150-006-000	3129 LENNON DR	455-300-016-000
1088 BROKEN SPOKE LN	492-150-005-000	2040 MANNINGTON PL	490-372-017-000
101 CACTUS CT	492-140-004-000	5041 STETSON ST	492-190-016-000
1009 BROKEN SPOKE LN	492-140-002-000	7129 GREENFORD WY	496-210-023-000
100 CACTUS CT	492-140-010-000	4208 VITTORIO DR	459-080-014-000
1017 BROKEN SPOKE LN	492-140-003-000	4184 WYMAN WY	496-130-006-000

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ADDR1	ADDR1	ADDR1	ADDR1
109 CACTUS CT	492-140-005-000	412 SIXTH ST	014-062-018-000
108 CACTUS CT	492-140-009-000	2008 HONEY CHURCH PL	490-371-036-000
117 CACTUS CT	492-140-006-000	1032 CABRIS LN	482-380-048-000
116 CACTUS CT	492-140-008-000	1024 CABRIS LN	482-380-049-000
124 CACTUS CT	492-140-007-000	1000 CABRIS LN	482-380-043-000
1217 VOLONNE DR	482-460-010-000	1008 CABRIS LN	482-380-042-000
2124 CAMINO REAL WY	483-361-002-000	1016 CABRIS LN	482-380-050-000
4233 VITTORIO DR	459-080-066-000	3655 COPPERLEAF ST	456-320-011-000
1016 SWEET PEA PL	482-431-018-000	100 BRIARTHORNE CT	492-130-044-000
5049 STETSON ST	492-190-017-000	2100 CASTLE PINES WY	496-110-032-000
8151 INDUSTRIAL AV	017-410-017-000	8192 FORT COLLINS WY	496-160-014-000
1320 VOLONNE DR	482-460-009-000	4049 CHUCKWAGON WY	492-190-004-000
5548 ENSEMBLE WY	496-090-023-000	219 HARDING BL	013-270-017-000
3097 LENNON DR	455-300-012-000	2065 CAPRI DR	459-070-055-000
1169 VOLONNE DR	482-450-048-000	3057 LAMAR WY	496-120-008-000
3662 COPPERLEAF ST	456-320-021-000	2505 PLEASANT GROVE BL	490-300-027-000
2336 FLAGSTAFF WY	496-040-080-000	4193 WYMAN WY	496-130-013-000
4112 VITTORIO DR	459-080-025-000	4200 VITTORIO DR	459-080-015-000
1273 VOLONNE DR	482-460-017-000	2569 PLEASANT GROVE BL	490-300-012-000
601 SAINT ARMEL PL	482-440-033-000	1161 OLD COACH DR	492-180-044-000
4088 VITTORIO DR	459-080-027-000	3686 COPPERLEAF ST	456-320-018-000
5564 ENSEMBLE WY	496-090-021-000	2056 AVIGNON LN	482-450-034-000
5161 MAESTRO WY	496-090-061-000	118 HARDING BL	013-212-039-000
3105 LENNON DR	455-300-013-000	2341 CASTLE PINES WY	496-110-051-000
8650 AUBURN BL	471-080-003-000	1281 VOLONNE DR	482-460-018-000
2165 CAMINO REAL WY	483-363-051-000	2116 CAMINO REAL WY	483-361-003-000
8249 FORT COLLINS WY	496-150-015-000	801 LINCOLN ST	011-063-004-000
2041 CATTLEDRIEVE WY	492-150-022-000	751 WASHINGTON BL	011-101-012-000
5025 STETSON ST	492-180-033-000	300 ELEFA ST	011-092-010-000
3001 LENNON DR	455-300-001-000	845 LINCOLN ST	011-063-005-000
2044 CAMINO REAL WY	483-361-010-000	725 WASHINGTON BL	011-101-011-000
5001 MAESTRO WY	496-090-001-000	825 LINCOLN ST	011-063-002-000
5009 MAESTRO WY	496-090-002-000	3678 COPPERLEAF ST	456-320-019-000
5017 MAESTRO WY	496-090-003-000	4017 SONATA WY	496-060-007-000
5025 MAESTRO WY	496-090-004-000	3744 MINERS RAVINE DR	455-260-013-000
5033 MAESTRO WY	496-090-005-000	1009 PINE LOG PL	490-372-010-000
5041 MAESTRO WY	496-090-006-000	1321 VOLONNE DR	482-460-023-000
5049 MAESTRO WY	496-090-007-000	2243 VILLAGE GREEN DR	490-371-010-000
5057 MAESTRO WY	496-090-008-000	7556 ASTAIRE WY	496-200-013-000
5065 MAESTRO WY	496-090-009-000	10608 INDUSTRIAL AV	485-030-006-000
5073 MAESTRO WY	496-090-010-000	5049 PRAIRIE GRASS WY	492-170-017-000
5081 MAESTRO WY	496-090-011-000	1297 VOLONNE DR	482-460-020-000
5089 MAESTRO WY	496-090-012-000	1304 GRAND JUNCTION WY	496-120-039-000

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ADDR1	ADDR1	ADDR1	ADDR1
5105 MAESTRO WY	496-090-014-000	3088 WALCOTT WY	455-300-047-000
5113 MAESTRO WY	496-090-015-000	4176 WYMAN WY	496-130-007-000
5129 MAESTRO WY	496-090-017-000	2036 CAMINO REAL WY	483-361-013-000
5556 ENSEMBLE WY	496-090-022-000	1265 VOLONNE DR	482-460-016-000
5500 ENSEMBLE WY	496-090-029-000	3040 LENNON DR	455-300-068-000
5501 ENSEMBLE WY	496-090-030-000	2388 ANGUS RD	492-170-005-000
5557 ENSEMBLE WY	496-090-037-000	4217 WYMAN WY	496-130-016-000
5565 ENSEMBLE WY	496-090-038-000	101 GERRARD CT	455-270-002-000
5072 MAESTRO WY	496-090-040-000	4024 PAYSON AV	496-040-066-000
5064 MAESTRO WY	496-090-041-000	5120 WOOD WY	496-130-026-000
5056 MAESTRO WY	496-090-042-000	1200 ATLANTIC ST	015-150-006-000
5048 MAESTRO WY	496-090-043-000	3072 LENNON DR	455-300-064-000
5040 MAESTRO WY	496-090-044-000	505 BERRY ST	015-100-031-000
5032 MAESTRO WY	496-090-045-000	1111 KIMBERLY CT	471-310-020-000
5024 MAESTRO WY	496-090-046-000	2033 CATTLEDRIVE WY	492-150-021-000
5016 MAESTRO WY	496-090-047-000	8209 FORT COLLINS WY	496-160-009-000
5008 MAESTRO WY	496-090-048-000	1995 ROCKY RIDGE DR	469-100-013-000
5000 MAESTRO WY	496-090-049-000	2101 WHARTON LN	490-360-002-000
4073 SONATA WY	496-060-061-000	1055 AMINGTON DR	490-360-003-000
4016 SONATA WY	496-060-022-000	2501 MEAD WY	496-120-023-000
5001 RECITAL WY	496-060-026-000	1344 VOLONNE DR	482-460-006-000
2016 SYMPHONY AV	496-060-027-000	437 RIVERSIDE AV	014-251-015-000
2024 SYMPHONY AV	496-060-028-000	10198 FOOTHILLS BL	017-250-076-000
2032 SYMPHONY AV	496-060-029-000	6144 GARLAND WY	496-140-022-000
2040 SYMPHONY AV	496-060-030-000	1241 PLEASANT GROVE BL	017-410-072-000
2048 SYMPHONY AV	496-060-031-000	1121 OLD COACH DR	492-180-039-000
6041 OPERA WY	496-060-033-000	350 SIXTH ST	014-051-017-000
6033 OPERA WY	496-060-034-000	5025 WOOD WY	496-180-031-000
5033 RECITAL WY	496-060-035-000	4041 CHUCKWAGON WY	492-190-003-000
5025 RECITAL WY	496-060-036-000	2032 RUSTLER DR	492-190-007-000
5009 RECITAL WY	496-060-038-000	2317 CASTLE PINES WY	496-110-048-000
2081 SYMPHONY AV	496-320-001-000	260 S HARDING BL	014-183-029-000
6009 DUET WY	496-320-002-000	1123 WAYNE DR	014-130-008-000
6017 DUET WY	496-320-003-000	3752 MINERS RAVINE DR	455-260-014-000
6025 DUET WY	496-320-004-000	2125 CASTLE PINES WY	496-110-036-000
6033 DUET WY	496-320-005-000	4232 VITTORIO DR	459-080-011-000
6041 DUET WY	496-320-006-000	2112 APPERSETT LP	490-280-055-000
6049 DUET WY	496-320-007-000	99 VALLEY OAK DR	472-370-035-000
6057 DUET WY	496-320-008-000	1064 DOLCE LN	459-090-057-000
6065 DUET WY	496-320-009-000	1470 ROCKY RIDGE DR	048-460-039-000
6073 DUET WY	496-320-010-000	1470 STONE POINT DR	048-460-030-000
6081 DUET WY	496-320-011-000	1149 PEORIA WY	496-070-019-000
6089 DUET WY	496-320-012-000	225 VALENTINO CT	496-190-021-000

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ADDR1	ADDR1	ADDR1	ADDR1
6056 DUET WY	496-320-013-000	8297 FORT COLLINS WY	496-150-010-000
6048 DUET WY	496-320-014-000	3096 WALCOTT WY	455-300-046-000
6040 DUET WY	496-320-015-000	2028 CAMINO REAL WY	483-361-014-000
6032 DUET WY	496-320-016-000	4256 VITTORIO DR	459-080-008-000
6024 DUET WY	496-320-017-000	1433 VOLONNE DR	482-450-069-000
6016 DUET WY	496-320-018-000	1001 SHEARER ST	013-012-023-000
6008 DUET WY	496-320-019-000	8200 FORT COLLINS WY	496-160-015-000
2089 SYMPHONY AV	496-320-020-000	2072 CAPRI DR	459-070-051-000
2097 SYMPHONY AV	496-320-021-000	2153 CAPRI DR	459-080-005-000
2105 SYMPHONY AV	496-320-022-000	4016 SILVER PLUME WY	496-160-003-000
7548 CHORUS AV	496-320-023-000	2529 PLEASANT GROVE BL	490-300-017-000
7540 CHORUS AV	496-320-024-000	113 ELM ST	012-172-020-000
7532 CHORUS AV	496-320-025-000	3081 LAMAR WY	496-120-011-000
7524 CHORUS AV	496-320-026-000	3073 LENNON DR	455-300-009-000
7516 CHORUS AV	496-320-027-000	8429 WASHINGTON BL	360-070-017-000
7508 CHORUS AV	496-320-028-000	8437 WASHINGTON BL	360-070-016-000
7500 CHORUS AV	496-320-029-000	8473 INDUSTRIAL AV	360-070-005-000
6105 DUET WY	496-320-030-000	8425 WASHINGTON BL	360-070-022-000
7501 CHORUS AV	496-320-031-000	8433 WASHINGTON BL	360-070-021-000
7509 CHORUS AV	496-320-032-000	8441 WASHINGTON BL	360-070-020-000
7517 CHORUS AV	496-320-033-000	8449 WASHINGTON BL	360-070-015-000
7525 CHORUS AV	496-320-034-000	8401 WASHINGTON BL	360-070-023-000
7533 CHORUS AV	496-320-035-000	8485 WASHINGTON BL	360-070-011-000
7541 CHORUS AV	496-320-036-000	8409 WASHINGTON BL	360-070-019-000
7549 CHORUS AV	496-320-037-000	8445 WASHINGTON BL	360-070-014-000
2113 SYMPHONY AV	496-320-038-000	8453 WASHINGTON BL	360-070-013-000
2121 SYMPHONY AV	496-320-039-000	8300 INDUSTRIAL AV	360-070-002-000
2129 SYMPHONY AV	496-320-040-000	8477 WASHINGTON BL	360-070-004-000
6184 DUET WY	496-320-041-000	8481 WASHINGTON BL	360-070-012-000
6176 DUET WY	496-320-042-000	2097 PASQUAL DR	459-090-025-000
6168 DUET WY	496-320-043-000	2677 STOCKWOOD DR	468-210-041-000
6160 DUET WY	496-320-044-000	4153 WEATHERVANE WY	492-130-041-000
6152 DUET WY	496-320-045-000	1230 MELODY LN	472-330-052-000
6144 DUET WY	496-320-046-000	2064 CAPRI DR	459-070-050-000
6136 DUET WY	496-320-047-000	6033 BARNSIDE PL	492-170-042-000
6113 DUET WY	496-320-048-000	8208 FORT COLLINS WY	496-160-016-000
6121 DUET WY	496-320-049-000	3016 OAK TRAIL WY	492-160-022-000
6129 DUET WY	496-320-050-000	3671 COPPERLEAF ST	456-320-013-000
6137 DUET WY	496-320-051-000	3041 LENNON DR	455-300-006-000
6145 DUET WY	496-320-052-000	8170 SIERRA COLLEGE BL	048-021-057-000
6153 DUET WY	496-320-053-000	8250 SIERRA COLLEGE BL	048-021-058-000
6161 DUET WY	496-320-054-000	3991 DOUGLAS BL	048-021-056-000
6169 DUET WY	496-320-055-000	8201 FORT COLLINS WY	496-160-010-000

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ADDR1	ADDR1	ADDR1	ADDR1
6177 DUET WY	496-320-056-000	4169 VITTORIO DR	459-080-073-000
6185 DUET WY	496-320-057-000	10435 FAIRWAY DR	017-123-020-000
6193 DUET WY	496-320-058-000	1751 PFE RD	473-100-022-000
8001 CONCERTO WY	496-330-001-000	2111 MARCH RD	473-100-014-000
8009 CONCERTO WY	496-330-002-000	1273 LAVANDE DR	482-431-023-000
8017 CONCERTO WY	496-330-003-000	3016 GOODNIGHT TRAIL DR	492-200-012-000
8033 CONCERTO WY	496-330-004-000	2017 BOGART WY	496-190-002-000
8041 CONCERTO WY	496-330-005-000	4049 VITTORIO DR	459-090-063-000
8049 CONCERTO WY	496-330-006-000	1451 STONE POINT DR	459-090-062-000
8057 CONCERTO WY	496-330-007-000	5000 STROZZI WY	459-080-030-000
709 CADENCE CT	496-330-008-000	5008 STROZZI WY	459-080-031-000
717 CADENCE CT	496-330-009-000	5016 STROZZI WY	459-080-032-000
716 CADENCE CT	496-330-010-000	5024 STROZZI WY	459-080-033-000
708 CADENCE CT	496-330-011-000	5032 STROZZI WY	459-080-034-000
8089 CONCERTO WY	496-330-012-000	5040 STROZZI WY	459-080-035-000
8097 CONCERTO WY	496-330-013-000	6009 PALERMO WY	459-080-042-000
8105 CONCERTO WY	496-330-014-000	6017 PALERMO WY	459-080-041-000
8113 CONCERTO WY	496-330-015-000	6025 PALERMO WY	459-080-040-000
8121 CONCERTO WY	496-330-016-000	6033 PALERMO WY	459-080-039-000
8128 CONCERTO WY	496-330-017-000	6041 PALERMO WY	459-080-038-000
8120 CONCERTO WY	496-330-018-000	6008 PALERMO WY	459-080-045-000
8112 CONCERTO WY	496-330-019-000	2009 CAPRI DR	459-070-039-000
8104 CONCERTO WY	496-330-020-000	6016 PALERMO WY	459-080-046-000
8096 CONCERTO WY	496-330-021-000	1524 AVANTI DR	459-070-038-000
8088 CONCERTO WY	496-330-022-000	6024 PALERMO WY	459-080-047-000
8080 CONCERTO WY	496-330-023-000	6032 PALERMO WY	459-080-048-000
8072 CONCERTO WY	496-330-024-000	1509 AVANTI DR	459-070-001-000
8064 CONCERTO WY	496-330-025-000	1517 AVANTI DR	459-070-002-000
8056 CONCERTO WY	496-330-026-000	6000 PALERMO WY	459-080-044-000
8048 CONCERTO WY	496-330-027-000	6040 PALERMO WY	459-080-049-000
8040 CONCERTO WY	496-330-028-000	6048 PALERMO WY	459-080-050-000
8032 CONCERTO WY	496-330-029-000	5048 STROZZI WY	459-080-036-000
2192 SYMPHONY AV	496-330-030-000	6001 PALERMO WY	459-080-043-000
2184 SYMPHONY AV	496-330-031-000	2032 CAPRI DR	459-070-046-000
2176 SYMPHONY AV	496-330-032-000	6049 PALERMO WY	459-080-037-000
2168 SYMPHONY AV	496-330-033-000	2164 CASTLE PINES WY	496-110-024-000
2160 SYMPHONY AV	496-330-034-000	254 GIBSON DR	361-230-008-000
2152 SYMPHONY AV	496-330-035-000	2238 LANGTREE DR	490-160-061-000
2144 SYMPHONY AV	496-330-036-000	1049 DENNINGTON PL	490-371-028-000
117 ANDERSON CT	012-046-042-000	2246 LANGTREE DR	490-160-062-000
4025 HAYSTACK WY	492-160-028-000	1289 VOLONNE DR	482-460-019-000
1024 PROVENCE VILLAGE DR	482-431-004-000	3105 LAMAR WY	496-240-011-000
435 FIFTH ST	014-061-039-000	132 GERRARD CT	455-260-024-000

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ADDR1	ADDR1	ADDR1	ADDR1
117 GERRARD CT	455-270-001-000	4281 WEATHERVANE WY	492-120-031-000
500 DEREK PL	015-350-005-510	2201 MARCH RD	473-100-038-000
4096 WYMAN WY	496-170-007-000	2180 MARCH RD	473-100-042-000
3072 WALCOTT WY	455-300-049-000	2170 MARCH RD	473-100-043-000
225 PADUA PL	459-090-013-000	2021 LENDELL LN	473-100-045-000
1997 VIGNOLIA LP	484-213-013-000	2001 LENDELL LN	473-100-047-000
224 SUMMER BREEZE CT	456-310-012-000	2011 LENDELL LN	473-100-046-000
4033 CHUCKWAGON WY	492-190-002-000	2200 MARCH RD	473-100-041-000
2008 AVIGNON LN	482-450-028-000	2031 LENDELL LN	473-100-044-000
1145 OLD COACH DR	492-180-042-000	1109 LONDON PL	482-431-030-000
1449 VOLONNE DR	482-450-067-000	2000 AVIGNON LN	482-450-027-000
2048 CATTLEDRIVE WY	492-150-034-000	3776 MINERS RAVINE DR	455-260-017-000
7048 ROMA WY	459-080-064-000	2572 MEAD WY	496-240-045-000
7224 CASTLE ROCK WY	496-150-005-000	3016 MERCATO WY	459-070-035-000
6129 GARLAND WY	496-140-028-000	2017 PASQUAL DR	459-090-035-000
2081 MANNINGTON PL	490-372-023-000	3009 GOODNIGHT TRAIL DR	492-200-016-000
4144 WEATHERVANE WY	492-130-037-000	2537 PLEASANT GROVE BL	490-300-016-000
211 AMBERWOOD RD	012-010-022-000	5032 WOOD WY	496-170-018-000
92 VALLEY OAK DR	472-370-016-000	300 MINERS RAVINE CT	456-320-025-000
7009 ROMA WY	459-080-056-000	308 MINERS RAVINE CT	456-320-024-000
7033 ROMA WY	459-080-053-000	316 MINERS RAVINE CT	456-320-023-000
7041 ROMA WY	459-080-052-000	7025 ROMA WY	459-080-054-000
2057 CATTLEDRIVE WY	492-150-024-000	2041 ASHTON DR	490-160-015-000
3153 LENNON DR	455-300-019-000	1965 PARK OAK DR	456-180-015-000
1257 LAVANDE DR	482-431-031-000	3185 SPAHN RANCH RD	467-150-027-000
3033 OAK TRAIL WY	492-160-005-000	3165 SPAHN RANCH RD	467-150-032-000
1116 LONDON PL	482-431-026-000	3177 SPAHN RANCH RD	467-150-029-000
8256 FORT COLLINS WY	496-150-021-000	3189 SPAHN RANCH RD	467-150-026-000
5525 ENSEMBLE WY	496-090-033-000	5001 BRIGHTSIDE LN	467-150-024-000
2088 PASQUAL DR	459-090-046-000	317 BRIGHTSIDE CT	467-150-013-000
1005 ORLANDO AV	471-020-017-000	309 BRIGHTSIDE CT	467-150-014-000
301 BASSILICA CT	484-190-038-000	201 CRYSTAL POND CT	467-150-019-000
10568 INDUSTRIAL AV	485-030-007-000	5033 BRIGHTSIDE LN	467-150-020-000
3768 MINERS RAVINE DR	455-260-016-000	5025 BRIGHTSIDE LN	467-150-021-000
6200 BASELINE RD	499-010-018-000	5017 BRIGHTSIDE LN	467-150-022-000
6400 BASELINE RD	499-010-014-000	5009 BRIGHTSIDE LN	467-150-023-000
5750 BASELINE RD	499-010-032-000	308 BRIGHTSIDE CT	467-150-009-000
108 NAPLES PL	459-090-003-000	300 BRIGHTSIDE CT	467-150-008-000
117 NAPLES PL	459-090-006-000	5048 BRIGHTSIDE LN	467-150-007-000
1930 VERRAZONA DR	484-212-016-000	5040 BRIGHTSIDE LN	467-150-006-000
3080 WALCOTT WY	455-300-048-000	5032 BRIGHTSIDE LN	467-150-005-000
5024 STETSON ST	492-180-034-000	5024 BRIGHTSIDE LN	467-150-004-000
8321 FORT COLLINS WY	496-150-007-000	5016 BRIGHTSIDE LN	467-150-003-000

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ADDR1	ADDR1	ADDR1	ADDR1
2524 MEAD WY	496-120-034-000	5008 BRIGHTSIDE LN	467-150-002-000
3008 WALCOTT WY	455-300-057-000	5000 BRIGHTSIDE LN	467-150-036-000
5032 STETSON ST	492-190-018-000	216 CRYSTAL POND CT	467-150-016-000
3024 YOUNGTOWN AV	496-070-023-000	217 CRYSTAL POND CT	467-150-017-000
1008 SWEET PEA PL	482-431-017-000	3181 SPAHN RANCH RD	467-150-028-000
2024 PASQUAL DR	459-090-041-000	209 CRYSTAL POND CT	467-150-018-000
2181 MARCH RD	473-100-036-000	325 BRIGHTSIDE CT	467-150-012-000
2191 MARCH RD	473-100-037-000	3193 SPAHN RANCH RD	467-150-025-000
2171 MARCH RD	473-100-035-000	208 CRYSTAL POND CT	467-150-015-000
2141 MARCH RD	473-100-032-000	3032 LAMAR WY	496-120-019-000
2161 MARCH RD	473-100-034-000	1225 MANDY PL	482-431-036-000
2211 MARCH RD	473-100-039-000	1296 GRAND JUNCTION WY	496-240-053-000
2210 MARCH RD	473-100-040-000	1025 DENNINGTON PL	490-371-031-000
2151 MARCH RD	473-100-033-000	4009 SONATA WY	496-060-008-000
1883 VERRAZONA DR	484-213-004-000	100 NAPLES PL	459-090-004-000
4033 HAYSTACK WY	492-160-029-000	6265 GARLAND WY	496-200-021-000
1369 VOLONNE DR	482-460-029-000	2088 CAPRI DR	459-070-053-000
201 VALENTINO CT	496-190-018-000	3121 LENNON DR	455-300-015-000
1337 VOLONNE DR	482-460-025-000	7048 GREENFORD WY	496-210-038-000
3104 VERWOOD PL	490-372-047-000	308 CLASSICAL CT	496-060-012-000
116 LOST OAK CT	456-160-023-000	5136 WOOD WY	496-130-025-000
5097 WOOD WY	496-140-003-000	125 GRAPE ST	012-185-029-000
1353 VOLONNE DR	482-460-027-000	2234 VILLAGE GREEN DR	490-372-059-000
6104 GARLAND WY	496-140-027-000	108 GERRARD CT	455-260-021-000
4161 WEATHERVANE WY	492-130-040-000	4081 WYMAN WY	496-170-022-000
4161 WYMAN WY	496-130-009-000	1001 SECRET RAVINE PW	456-010-073-000
1812 VIGNOLIA LP	484-211-007-000	1384 VOLONNE DR	482-460-033-000
1589 AVANTI DR	459-070-010-000	718 SUNRISE AV	471-220-021-000
1206 MEADOW LN	469-200-026-000	117 BOGART CT	496-190-005-000
140 VISTA VERDE CT	492-180-006-000	2218 VILLAGE GREEN DR	490-372-061-000
132 VISTA VERDE CT	492-180-005-000	4064 VITTORIO DR	459-090-055-000
117 VISTA VERDE CT	492-180-045-000	10021 FOOTHILLS BL	017-250-019-000
109 VISTA VERDE CT	492-180-007-000	176 IVY ST	012-184-038-000
108 VISTA VERDE CT	492-180-002-000	172 IVY ST	012-184-039-000
100 VISTA VERDE CT	492-180-001-000	168 IVY ST	012-184-040-000
101 VISTA VERDE CT	492-180-008-000	164 IVY ST	012-184-041-000
1016 OLD COACH DR	492-180-046-000	160 IVY ST	012-184-042-000
1056 OLD COACH DR	492-180-047-000	156 IVY ST	012-184-043-000
101 RIFLE CT	492-180-013-000	152 IVY ST	012-184-044-000
100 RIFLE CT	492-180-020-000	148 IVY ST	012-184-045-000
1025 OLD COACH DR	492-180-012-000	144 IVY ST	012-184-046-000
109 RIFLE CT	492-180-014-000	140 IVY ST	012-184-047-000
1017 OLD COACH DR	492-180-011-000	136 IVY ST	012-184-048-000

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ADDR1	ADDR1	ADDR1	ADDR1
1101 VISTA VERDE DR	492-180-009-000	132 IVY ST	012-184-049-000
1009 OLD COACH DR	492-180-010-000	128 IVY ST	012-184-050-000
108 RIFLE CT	492-180-019-000	124 IVY ST	012-184-051-000
117 RIFLE CT	492-180-015-000	120 IVY ST	012-184-052-000
116 RIFLE CT	492-180-018-000	116 IVY ST	012-184-053-000
125 RIFLE CT	492-180-016-000	112 IVY ST	012-184-054-000
133 RIFLE CT	492-180-017-000	108 IVY ST	012-184-055-000
1088 OLD COACH DR	492-180-048-000	104 IVY ST	012-184-056-000
124 VISTA VERDE CT	492-180-004-000	100 IVY ST	012-184-057-000
116 VISTA VERDE CT	492-180-003-000	3033 VILLAGE CENTER DR	490-258-009-000
1253 VISTA VERDE DR	492-200-001-000	3009 LAMAR WY	496-120-002-000
1245 VISTA VERDE DR	492-200-002-000	7217 CASTLE ROCK WY	496-150-024-000
1252 VISTA VERDE DR	492-200-020-000	4120 WEATHERVANE WY	492-130-034-000
1229 VISTA VERDE DR	492-200-004-000	2513 PLEASANT GROVE BL	490-300-026-000
1244 VISTA VERDE DR	492-200-019-000	1973 CAMINO REAL WY	483-363-032-000
1221 VISTA VERDE DR	492-200-005-000	3008 LAMAR WY	496-120-021-000
1236 VISTA VERDE DR	492-200-018-000	8264 FORT COLLINS WY	496-150-022-000
1213 VISTA VERDE DR	492-200-006-000	3081 LENNON DR	455-300-010-000
1205 VISTA VERDE DR	492-200-007-000	3009 YOUNGTOWN AV	496-070-032-000
3017 GOODNIGHT TRAIL DR	492-200-015-000	5209 MAESTRO WY	496-090-067-000
1197 VISTA VERDE DR	492-200-008-000	2350 PLEASANT GROVE BL	017-153-004-000
1204 VISTA VERDE DR	492-200-010-000	3101 VILLAGE PLAZA DR	017-153-005-000
1189 VISTA VERDE DR	492-210-001-000	1041 PATAGONIA WY	496-080-015-000
1196 VISTA VERDE DR	492-200-009-000	4024 HAYSTACK WY	492-160-042-000
1181 VISTA VERDE DR	492-210-002-000	5232 MAESTRO WY	496-090-054-000
1188 VISTA VERDE DR	492-210-028-000	88 VALLEY OAK DR	472-370-014-000
1173 VISTA VERDE DR	492-210-003-000	1049 DOLCE LN	459-090-049-000
1180 VISTA VERDE DR	492-210-027-000	2169 CAPRI DR	459-080-007-000
2009 HACIENDA DR	492-210-026-000	3008 OAK TRAIL WY	492-160-023-000
1165 VISTA VERDE DR	492-210-004-000	1597 AVANTI DR	459-070-011-000
2017 HACIENDA DR	492-210-025-000	3033 LAMAR WY	496-120-005-000
2025 HACIENDA DR	492-210-024-000	6017 BARNSIDE PL	492-170-057-000
1157 VISTA VERDE DR	492-210-005-000	301 CONFERENCE CENTER DR	363-011-085-000
1156 VISTA VERDE DR	492-210-018-000	1288 GRAND JUNCTION WY	496-240-052-000
2033 HACIENDA DR	492-210-023-000	4008 PAYSON AV	496-040-068-000
1149 VISTA VERDE DR	492-210-006-000	2145 CAPRI DR	459-080-004-000
2008 HACIENDA DR	492-210-019-000	2565 MEAD WY	496-240-043-000
1148 VISTA VERDE DR	492-210-017-000	3097 WALCOTT WY	455-300-062-000
2016 HACIENDA DR	492-210-020-000	3032 MERCATO WY	459-070-033-000
1141 VISTA VERDE DR	492-210-007-000	450 DIAMOND OAKS RD	015-360-022-000
1140 VISTA VERDE DR	492-210-016-000	2540 MEAD WY	496-120-032-000
2024 HACIENDA DR	492-210-021-000	224 PADUA PL	459-090-009-000
1133 VISTA VERDE DR	492-210-008-000	1725 CAMINO REAL WY	483-363-016-000

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ADDR1	ADDR1	ADDR1	ADDR1
1132 VISTA VERDE DR	492-210-015-000	1981 CAMINO REAL WY	483-363-033-000
2032 HACIENDA DR	492-210-022-000	1640 ROCKY RIDGE DR	048-520-031-000
1124 VISTA VERDE DR	492-210-014-000	2581 MEAD WY	496-240-041-000
1125 VISTA VERDE DR	492-210-009-000	4096 PAYSON AV	496-040-057-000
1116 VISTA VERDE DR	492-210-013-000	5009 STETSON ST	492-180-031-000
1117 VISTA VERDE DR	492-210-010-000	3016 CHANDLER AV	496-040-029-000
1108 VISTA VERDE DR	492-210-012-000	6160 GARLAND WY	496-140-020-000
1109 VISTA VERDE DR	492-210-011-000	3089 LAMAR WY	496-120-012-000
6001 GARLAND WY	496-180-008-000	3169 LENNON DR	455-300-021-000
4065 WYMAN WY	496-170-020-000	335 ALTA VISTA AV	011-172-007-000
4000 WYMAN WY	496-180-007-000	2096 CATTLEDRIVE WY	492-150-028-000
4008 WYMAN WY	496-180-006-000	5081 PRAIRIE GRASS WY	492-170-021-000
6049 GARLAND WY	496-180-014-000	3185 VILLAGE PLAZA DR	490-372-005-000
4016 WYMAN WY	496-180-005-000	10648 INDUSTRIAL AV	485-010-007-000
4024 WYMAN WY	496-180-004-000	10572 INDUSTRIAL AV	485-030-009-000
4032 WYMAN WY	496-180-003-000	10612 INDUSTRIAL AV	485-030-008-000
4040 WYMAN WY	496-180-002-000	4185 WYMAN WY	496-130-012-000
4048 WYMAN WY	496-180-001-000	1144 ROTHBURY LN	490-300-023-000
4056 WYMAN WY	496-170-012-000	5251 FIDDYMENT RD	017-117-097-000
4064 WYMAN WY	496-170-011-000	2150 BLUE OAKS BL	017-101-048-000
4072 WYMAN WY	496-170-010-000	5333 FIDDYMENT RD	017-117-093-000
6000 GARLAND WY	496-180-027-000	2151 BLUE OAKS BL	017-101-038-000
6032 GARLAND WY	496-180-024-000	4351 WESTPARK DR	496-030-010-000
6048 GARLAND WY	496-180-022-000	4401 WESTPARK DR	496-030-009-000
6064 GARLAND WY	496-180-020-000	2500 WESTBROOK BL	496-020-034-000
6072 GARLAND WY	496-180-019-000	2600 WESTBROOK BL	496-020-033-000
5001 WOOD WY	496-180-028-000	2664 BICKLEIGH LP	496-030-012-000
6080 GARLAND WY	496-180-018-000	3200 PLEASANT GROVE BL	496-010-001-000
6088 GARLAND WY	496-180-017-000	100 CIRBY HILLS DR	472-370-038-000
5049 WOOD WY	496-180-034-000	6137 GARLAND WY	496-140-029-000
6057 GARLAND WY	496-180-015-000	3096 LAMAR WY	496-240-013-000
6065 GARLAND WY	496-180-016-000	2025 ASHTON DR	490-160-017-000
300 BARRYMORE CT	496-200-012-000	5017 PRAIRIE GRASS WY	492-170-013-000
6273 GARLAND WY	496-200-022-000	2180 CASTLE PINES WY	496-110-022-000
6281 GARLAND WY	496-200-023-000	1772 VIGNOLIA LP	484-211-002-000
6289 GARLAND WY	496-200-024-000	3112 LAMAR WY	496-240-014-000
6297 GARLAND WY	496-200-025-000	2060 CAMINO REAL WY	483-361-012-000
6305 GARLAND WY	496-260-025-000	2033 CAPRI DR	459-070-042-000
6313 GARLAND WY	496-260-026-000	7201 CASTLE ROCK WY	496-150-026-000
6321 GARLAND WY	496-260-027-000	2171 VILLAGE GREEN DR	490-371-001-000
6329 GARLAND WY	496-260-028-000	1009 SWEET PEA PL	482-431-022-000
6337 GARLAND WY	496-260-029-000	3089 LENNON DR	455-300-011-000
6345 GARLAND WY	496-250-029-000	101 BOGART CT	496-190-003-000

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ADDR1	ADDR1	ADDR1	ADDR1
6353 GARLAND WY	496-250-030-000	1181 PEORIA WY	496-070-015-000
6361 GARLAND WY	496-250-031-000	4104 WEATHERVANE WY	492-130-032-000
2001 MANNINGTON PL	490-372-033-000	3024 MERCATO WY	459-070-034-000
2009 MANNINGTON PL	490-372-032-000	6120 GARLAND WY	496-140-025-000
3000 VERWOOD PL	490-372-034-000	2056 CATTLEDRIVE WY	492-150-033-000
2017 MANNINGTON PL	490-372-031-000	6056 GARLAND WY	496-180-021-000
3008 VERWOOD PL	490-372-035-000	1049 PATAGONIA WY	496-080-016-000
2170 VILLAGE GREEN DR	490-372-067-000	6128 GARLAND WY	496-140-024-000
2025 MANNINGTON PL	490-372-030-000	7112 GREENFORD WY	496-210-030-000
2033 MANNINGTON PL	490-372-029-000	115 FIG ST	012-171-022-000
3024 VERWOOD PL	490-372-037-000	5040 WOOD WY	496-170-017-000
2202 VILLAGE GREEN DR	490-372-063-000	2072 PASQUAL DR	459-090-044-000
2210 VILLAGE GREEN DR	490-372-062-000	1033 DOLCE LN	459-090-051-000
2186 VILLAGE GREEN DR	490-372-065-000	1025 DOLCE LN	459-090-052-000
3016 VERWOOD PL	490-372-036-000	1907 VERRAZONA DR	484-213-007-000
3032 VERWOOD PL	490-372-038-000	1112 ROTHBURY LN	490-300-034-000
2178 VILLAGE GREEN DR	490-372-066-000	6057 PARKMINSTER WY	496-220-033-000
2194 VILLAGE GREEN DR	490-372-064-000	3041 OAK TRAIL WY	492-160-006-000
3056 VERWOOD PL	490-372-041-000	7008 GREENFORD WY	496-210-043-000
1033 CHAPELHILL LN	490-390-044-000	7000 GREENFORD WY	496-210-044-000
1029 CHAPELHILL LN	490-390-031-000	7032 GREENFORD WY	496-210-040-000
1025 CHAPELHILL LN	490-390-032-000	7016 GREENFORD WY	496-210-042-000
1021 CHAPELHILL LN	490-390-033-000	7040 GREENFORD WY	496-210-039-000
1017 CHAPELHILL LN	490-390-034-000	7024 GREENFORD WY	496-210-041-000
1032 ESSINGTON LN	490-390-043-000	7096 GREENFORD WY	496-210-032-000
1013 CHAPELHILL LN	490-390-035-000	7064 GREENFORD WY	496-210-036-000
1028 ESSINGTON LN	490-390-030-000	7120 GREENFORD WY	496-210-029-000
1009 CHAPELHILL LN	490-390-036-000	7104 GREENFORD WY	496-210-031-000
1024 ESSINGTON LN	490-390-029-000	7137 GREENFORD WY	496-210-024-000
1005 CHAPELHILL LN	490-390-037-000	7153 GREENFORD WY	496-210-026-000
1020 ESSINGTON LN	490-390-028-000	7145 GREENFORD WY	496-210-025-000
1016 ESSINGTON LN	490-390-027-000	9016 HAVERING DR	496-210-020-000
1001 CHAPELHILL LN	490-390-038-000	9008 HAVERING DR	496-210-021-000
1012 ESSINGTON LN	490-390-026-000	9024 HAVERING DR	496-210-019-000
1008 ESSINGTON LN	490-390-025-000	7025 GREENFORD WY	496-210-011-000
1004 ESSINGTON LN	490-390-024-000	6184 PARKMINSTER WY	496-210-001-000
1000 ESSINGTON LN	490-390-023-000	7033 GREENFORD WY	496-210-012-000
1005 ESSINGTON LN	490-390-011-000	7041 GREENFORD WY	496-210-013-000
1009 ESSINGTON LN	490-390-012-000	7017 GREENFORD WY	496-210-010-000
1029 ESSINGTON LN	490-390-013-000	6160 PARKMINSTER WY	496-220-003-000
1025 ESSINGTON LN	490-390-014-000	6168 PARKMINSTER WY	496-220-002-000
1021 ESSINGTON LN	490-390-015-000	6144 PARKMINSTER WY	496-220-005-000
4089 GUNNAR DR	490-390-010-000	7009 GREENFORD WY	496-210-009-000

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ADDR1	ADDR1	ADDR1	ADDR1
1017 ESSINGTON LN	490-390-016-000	6176 PARKMINSTER WY	496-220-001-000
1032 BILLINGTON LN	490-390-041-000	6152 PARKMINSTER WY	496-220-004-000
4081 GUNNAR DR	490-390-009-000	6120 PARKMINSTER WY	496-220-008-000
1013 ESSINGTON LN	490-390-017-000	6112 PARKMINSTER WY	496-220-009-000
1028 BILLINGTON LN	490-390-022-000	6016 PARKMINSTER WY	496-220-021-000
4073 GUNNAR DR	490-390-008-000	6136 PARKMINSTER WY	496-220-006-000
1024 BILLINGTON LN	490-390-021-000	6040 PARKMINSTER WY	496-220-018-000
4065 GUNNAR DR	490-390-007-000	6024 PARKMINSTER WY	496-220-020-000
1020 BILLINGTON LN	490-390-020-000	6000 PARKMINSTER WY	496-220-023-000
4057 GUNNAR DR	490-390-006-000	6032 PARKMINSTER WY	496-220-019-000
1016 BILLINGTON LN	490-390-019-000	6008 PARKMINSTER WY	496-220-022-000
4049 GUNNAR DR	490-390-005-000	6048 PARKMINSTER WY	496-220-017-000
1033 BILLINGTON LN	490-380-034-000	5024 SOUTHBURY DR	496-210-007-000
1012 BILLINGTON LN	490-390-018-000	5016 SOUTHBURY DR	496-210-008-000
4041 GUNNAR DR	490-390-004-000	5025 SOUTHBURY DR	496-210-003-000
1029 BILLINGTON LN	490-380-016-000	5032 SOUTHBURY DR	496-210-006-000
4033 GUNNAR DR	490-390-003-000	5017 SOUTHBURY DR	496-210-002-000
1025 BILLINGTON LN	490-380-017-000	4025 WATERHOUSE WY	496-220-047-000
4025 GUNNAR DR	490-390-002-000	5033 SOUTHBURY DR	496-210-004-000
1021 BILLINGTON LN	490-380-018-000	5041 SOUTHBURY DR	496-210-005-000
4017 GUNNAR DR	490-390-001-000	4017 WATERHOUSE WY	496-220-046-000
2165 PLEASANT GROVE BL	490-380-033-000	4033 WATERHOUSE WY	496-220-048-000
1017 BILLINGTON LN	490-380-019-000	4057 WATERHOUSE WY	496-220-051-000
2173 PLEASANT GROVE BL	490-380-015-000	4041 WATERHOUSE WY	496-220-049-000
1013 BILLINGTON LN	490-380-020-000	4072 WATERHOUSE WY	496-220-042-000
2181 PLEASANT GROVE BL	490-380-014-000	4073 WATERHOUSE WY	496-220-053-000
1009 BILLINGTON LN	490-380-021-000	4080 WATERHOUSE WY	496-220-041-000
2189 PLEASANT GROVE BL	490-380-013-000	4049 WATERHOUSE WY	496-220-050-000
1005 BILLINGTON LN	490-380-022-000	4032 WATERHOUSE WY	496-220-045-000
2197 PLEASANT GROVE BL	490-380-012-000	4089 WATERHOUSE WY	496-220-055-000
1001 BILLINGTON LN	490-380-023-000	4065 WATERHOUSE WY	496-220-052-000
2205 PLEASANT GROVE BL	490-380-011-000	4056 WATERHOUSE WY	496-220-044-000
2213 PLEASANT GROVE BL	490-380-010-000	4081 WATERHOUSE WY	496-220-054-000
2221 PLEASANT GROVE BL	490-380-009-000	6009 PARKMINSTER WY	496-220-025-000
5057 DENHOLME LN	490-380-024-000	301 BEXLEY CT	496-220-026-000
2229 PLEASANT GROVE BL	490-380-008-000	316 BEXLEY CT	496-220-029-000
5049 DENHOLME LN	490-380-025-000	6153 PARKMINSTER WY	496-220-040-000
5041 DENHOLME LN	490-380-026-000	308 BEXLEY CT	496-220-030-000
5033 DENHOLME LN	490-380-027-000	4064 WATERHOUSE WY	496-220-043-000
2237 PLEASANT GROVE BL	490-380-007-000	309 BEXLEY CT	496-220-027-000
5025 DENHOLME LN	490-380-028-000	6001 PARKMINSTER WY	496-220-024-000
2245 PLEASANT GROVE BL	490-380-006-000	6145 PARKMINSTER WY	496-220-039-000
5017 DENHOLME LN	490-380-029-000	300 BEXLEY CT	496-220-031-000

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ADDR1	ADDR1	ADDR1	ADDR1
2253 PLEASANT GROVE BL	490-380-005-000	317 BEXLEY CT	496-220-028-000
5009 DENHOLME LN	490-380-030-000	6049 PARKMINSTER WY	496-220-032-000
2261 PLEASANT GROVE BL	490-380-004-000	6113 PARKMINSTER WY	496-220-035-000
5005 DENHOLME LN	490-380-031-000	6073 PARKMINSTER WY	496-220-034-000
2269 PLEASANT GROVE BL	490-380-003-000	6121 PARKMINSTER WY	496-220-036-000
2277 PLEASANT GROVE BL	490-380-002-000	6137 PARKMINSTER WY	496-220-038-000
2285 PLEASANT GROVE BL	490-380-001-000	7152 GREENFORD WY	496-310-058-000
7564 ASTAIRE WY	496-260-017-000	7176 GREENFORD WY	496-310-055-000
425 CHANEY CT	496-260-013-000	7208 GREENFORD WY	496-310-051-000
417 CHANEY CT	496-260-014-000	7200 GREENFORD WY	496-310-052-000
409 CHANEY CT	496-260-015-000	7184 GREENFORD WY	496-310-054-000
401 CHANEY CT	496-260-016-000	7168 GREENFORD WY	496-310-056-000
7572 ASTAIRE WY	496-260-018-000	8040 NORBURY PARK DR	496-310-031-000
7580 ASTAIRE WY	496-260-019-000	8016 NORBURY PARK DR	496-310-034-000
400 CHANEY CT	496-260-009-000	7160 GREENFORD WY	496-310-057-000
408 CHANEY CT	496-260-010-000	7224 GREENFORD WY	496-310-049-000
416 CHANEY CT	496-260-011-000	7216 GREENFORD WY	496-310-050-000
424 CHANEY CT	496-260-012-000	7192 GREENFORD WY	496-310-053-000
7588 ASTAIRE WY	496-260-020-000	8080 NORBURY PARK DR	496-310-026-000
7596 ASTAIRE WY	496-260-021-000	8008 NORBURY PARK DR	496-310-035-000
501 KNOWLES CT	496-260-008-000	8032 NORBURY PARK DR	496-310-032-000
509 KNOWLES CT	496-260-007-000	8056 NORBURY PARK DR	496-310-029-000
517 KNOWLES CT	496-260-006-000	8024 NORBURY PARK DR	496-310-033-000
525 KNOWLES CT	496-260-005-000	8096 NORBURY PARK DR	496-310-024-000
7604 ASTAIRE WY	496-260-022-000	8097 NORBURY PARK DR	496-310-044-000
7612 ASTAIRE WY	496-260-023-000	8064 NORBURY PARK DR	496-310-028-000
500 KNOWLES CT	496-260-001-000	8048 NORBURY PARK DR	496-310-030-000
508 KNOWLES CT	496-260-002-000	8072 NORBURY PARK DR	496-310-027-000
7620 ASTAIRE WY	496-260-024-000	8081 NORBURY PARK DR	496-310-042-000
516 KNOWLES CT	496-260-003-000	8089 NORBURY PARK DR	496-310-043-000
524 KNOWLES CT	496-260-004-000	8057 NORBURY PARK DR	496-310-039-000
7628 ASTAIRE WY	496-250-025-000	8088 NORBURY PARK DR	496-310-025-000
601 CROSBY CT	496-250-024-000	8073 NORBURY PARK DR	496-310-041-000
609 CROSBY CT	496-250-023-000	8049 NORBURY PARK DR	496-310-038-000
617 CROSBY CT	496-250-022-000	8065 NORBURY PARK DR	496-310-040-000
625 CROSBY CT	496-250-021-000	7161 GREENFORD WY	496-310-045-000
7636 ASTAIRE WY	496-250-026-000	7177 GREENFORD WY	496-310-047-000
7644 ASTAIRE WY	496-250-027-000	8041 NORBURY PARK DR	496-310-037-000
600 CROSBY CT	496-250-016-000	8033 NORBURY PARK DR	496-310-036-000
608 CROSBY CT	496-250-017-000	7185 GREENFORD WY	496-310-048-000
616 CROSBY CT	496-250-018-000	7169 GREENFORD WY	496-310-046-000
7652 ASTAIRE WY	496-250-028-000	5128 SOUTHBURY DR	496-310-013-000
624 CROSBY CT	496-250-019-000	5152 SOUTHBURY DR	496-310-011-000

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ADDR1	ADDR1	ADDR1	ADDR1
632 CROSBY CT	496-250-020-000	5144 SOUTHBURY DR	496-310-012-000
701 FAIRBANKS CT	496-250-015-000	5096 SOUTHBURY DR	496-310-017-000
709 FAIRBANKS CT	496-250-014-000	5120 SOUTHBURY DR	496-310-014-000
717 FAIRBANKS CT	496-250-013-000	5088 SOUTHBURY DR	496-310-018-000
725 FAIRBANKS CT	496-250-012-000	5048 SOUTHBURY DR	496-310-023-000
733 FAIRBANKS CT	496-250-011-000	5080 SOUTHBURY DR	496-310-019-000
741 FAIRBANKS CT	496-250-010-000	5072 SOUTHBURY DR	496-310-020-000
2008 FAIRBANKS WY	496-250-001-000	5104 SOUTHBURY DR	496-310-016-000
2016 FAIRBANKS WY	496-250-002-000	5112 SOUTHBURY DR	496-310-015-000
700 FAIRBANKS CT	496-250-003-000	5056 SOUTHBURY DR	496-310-022-000
708 FAIRBANKS CT	496-250-004-000	5073 SOUTHBURY DR	496-310-004-000
716 FAIRBANKS CT	496-250-005-000	5064 SOUTHBURY DR	496-310-021-000
724 FAIRBANKS CT	496-250-006-000	5049 SOUTHBURY DR	496-310-001-000
732 FAIRBANKS CT	496-250-007-000	5113 SOUTHBURY DR	496-310-008-000
740 FAIRBANKS CT	496-250-008-000	5057 SOUTHBURY DR	496-310-002-000
748 FAIRBANKS CT	496-250-009-000	5129 SOUTHBURY DR	496-310-010-000
1089 PROVENCE VILLAGE DR	482-470-075-000	5081 SOUTHBURY DR	496-310-005-000
1097 PROVENCE VILLAGE DR	482-470-076-000	5105 SOUTHBURY DR	496-310-007-000
1081 PROVENCE VILLAGE DR	482-470-074-000	5089 SOUTHBURY DR	496-310-006-000
1073 PROVENCE VILLAGE DR	482-470-073-000	5065 SOUTHBURY DR	496-310-003-000
1017 PROVENCE VILLAGE DR	482-470-029-000	5121 SOUTHBURY DR	496-310-009-000
1025 PROVENCE VILLAGE DR	482-470-030-000	1620 WINCHESTER WY	048-430-021-000
1033 PROVENCE VILLAGE DR	482-470-031-000	5050 SUMMERFAIRE DR	496-100-009-000
1041 PROVENCE VILLAGE DR	482-470-032-000	4201 WYMAN WY	496-130-014-000
1049 PROVENCE VILLAGE DR	482-470-033-000	1121 VOLONNE DR	482-450-043-000
1057 PROVENCE VILLAGE DR	482-470-034-000	4025 SONATA WY	496-060-006-000
1065 PROVENCE VILLAGE DR	482-470-072-000	2517 MEAD WY	496-120-025-000
1105 PROVENCE VILLAGE DR	482-470-077-000	200 BONNY KNOLL RD	014-120-010-000
1009 PROVENCE VILLAGE DR	482-470-028-000	3694 COPPERLEAF ST	456-320-017-000
308 BELCASTEL PL	482-470-026-000	4160 VITTORIO DR	459-080-020-000
6001 BARDOLINO PL	482-470-043-000	2124 CASTLE PINES WY	496-110-029-000
6000 BARDOLINO PL	482-470-044-000	3313 WELTON CI	496-050-003-000
2001 MONTAUBAN PL	482-470-071-000	4136 WEATHERVANE WY	492-130-036-000
1172 LAVANDE DR	482-470-078-000	4048 CHUCKWAGON WY	492-190-011-000
4000 MONTCALM PL	482-470-056-000	7049 ROMA WY	459-080-051-000
4001 MONTCALM PL	482-470-055-000	1532 AVANTI DR	459-070-037-000
300 BELCASTEL PL	482-470-027-000	6009 GARLAND WY	496-180-009-000
8000 PAPINEAU PL	482-470-035-000	4184 VITTORIO DR	459-080-017-000
6009 BARDOLINO PL	482-470-042-000	5057 WOOD WY	496-180-035-000
6008 BARDOLINO PL	482-470-045-000	1233 VOLONNE DR	482-460-012-000
2009 MONTAUBAN PL	482-470-070-000	2048 AVIGNON LN	482-450-033-000
1166 LAVANDE DR	482-470-079-000	7105 GREENFORD WY	496-210-016-000
4008 MONTCALM PL	482-470-057-000	96 VALLEY OAK DR	472-370-018-000

Weed Abatement 2017 - List of Parcels

ADDR1

4009 MONTCALM PL
8008 PAPINEAU PL
501 FLUERY PL
509 FLUERY PL
6017 BARDOLINO PL
100 BOGART CT
1376 VOLONNE DR

ADDR1

482-470-054-000
482-470-036-000
482-470-024-000
482-470-025-000
482-470-041-000
496-190-017-000
482-460-032-000

ADDR1

3663 COPPERLEAF ST
1623 SANTA CLARA DR
4289 BOB DOYLE DR
3593 MINERS RAVINE DR
6033 GARLAND WY
1177 VOLONNE DR

ADDR1

456-320-012-000
048-260-037-000
490-371-011-000
456-310-016-000
496-180-012-000
482-450-049-000

