



## **AGENDA**

April 7, 2021

CITY COUNCIL  
6:00 p.m.  
Council Chambers  
311 Vernon Street  
Roseville, California  
[www.roseville.ca.us/CORTV](http://www.roseville.ca.us/CORTV)

The meeting will be open to limited in-person attendance. To remain in compliance with the state's public health guidance, attendance will be limited to 25% of the room's capacity (15 seats) and will require 6 feet of social distancing inside and outside the council chambers. Face coverings are required and will be provided to those who don't have a mask.

Due to the limited capacity in the chambers, the public is highly encouraged to participate virtually. The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by phone:

Dial in Phone Number: 916-774-5353

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

### **THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION**

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

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

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

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

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

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

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

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

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. MEETING PROCEDURES**

**5. PRESENTATIONS**

**5.1. Proclamation - Child Abuse Prevention Awareness Month**

Proclaim April 2021 as CHILD ABUSE PREVENTION AWARENESS MONTH and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

CONTACT: Blair Hutchison 919-774-5266 [bmhutchison@roseville.ca.us](mailto:bmhutchison@roseville.ca.us)

**5.2. Resolution - Condemning Racism and Intolerance Against Asian Americans and Pacific Islanders**

Condemn Racism and Intolerance Against Asian Americans and Pacific Islanders.

CONTACT: Sonia Orozco 916-774-5269 [sorozco@roseville.ca.us](mailto:sorozco@roseville.ca.us)

**6. PUBLIC COMMENTS**

**7. CONSENT CALENDAR**

**BEGINNING OF CONSENT CALENDAR**

**Minutes**

**7.1. Minutes of Previous Meetings**

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending the City Council approve the minutes of the December 16, 2020 City Council meeting; the January 13, 2021 Legislative Platform Workshop and City Council meeting; and the January 20, 2021 City Council meeting.



CC #: 1377

File #: 0102-03

CONTACT: Helen Dreyer 916-774-5356 [hdreyer@roseville.ca.us](mailto:hdreyer@roseville.ca.us)

Sonia Orozco 916-774-5269 [sorozco@roseville.ca.us](mailto:sorozco@roseville.ca.us)

## **Bids / Purchases / Services**

### **7.2. Pleasant Grove 2 Substation Expansion Civil Construction - Award of Contract**

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-135 APPROVING AN AGREEMENT, BY AND BETWEEN ACCELERATED CONSTRUCTION & METAL, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting Council award a construction contract to Accelerated Construction and Metal, LLC in the amount of \$229,770 for construction at Pleasant Grove 2 Substation. This agreement provides for all work associated with the expansion of the Pleasant Grove 2 substation and the addition of a new 12kV switchgear. Staff is also requesting authorization for the Electric Utility Director or designee to approve and pay for contract change orders that could increase the contract amount by no more than 10%, or \$22,977, for a total of \$252,747. Funds are available in the Electric Department FY2020-21 Capital Improvement project budget.

CC #: 1383

File #: 0900-03

CONTACT: Vince Bottoni 916-774-5641 [vbottoni@roseville.ca.us](mailto:vbottoni@roseville.ca.us)

## **Resolutions**

### **7.3. Western Area Power Administration - Resource Sufficiency Products Letter of Agreement**

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-137 APPROVING A LETTER OF AGREEMENT, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Letter of Agreement (LOA) with the Western Area Power Administration will enable Roseville Electric Utility to buy and sell Resource Sufficiency Products to each other under the existing Western Systems Power Pool Master Agreement. Adequate Resource Sufficiency Products are required to participate in California Independent System Operator's Energy Imbalance Market. There is no fiscal impact associated with the execution of the LOA as it is only an enabling agreement.

CC #: 1387

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 [pwallace@roseville.ca.us](mailto:pwallace@roseville.ca.us)

7.4. Western System Power Pool - Master Agreement Amendment

Memo from Electric Risk and Compliance Supervisor Petra Wallace and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-133 APPROVING AN AMENDMENT TO THE WESTERN SYSTEMS POWER POOL AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MORGAN STANLEY CAPITOL GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is the First Amendment to the Western Systems Power Pool (WSPP) Master Agreement with Morgan Stanley Capital Group Inc. (Morgan Stanley). The WSPP Master Agreement's Collateral Annex with Morgan Stanley will be replacing the London Interbank Offered Rate with the Federal Funds Rate to calculate interest going forward. There is no fiscal impact associated with the execution of the amendment as it is only an enabling agreement.

CC #: 1381

File #: 0800-03

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

7.5. Western Area Power Administration - Firm and Non-Firm Short-Term Point-To-Point Transmission Service Agreements

Memo from Electric Business Analyst Ryley Kelly and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-131 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA NEVADA REGION OF WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-132 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA NEVADA REGION OF WESTERN AREA POWER ADMINISTRATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval for the City Manager to enter into new Firm and Non-Firm Short-Term Point-To-Point Transmission Service Agreements with the Western Area Power Administration. Existing agreements are set to expire in July 2021. Upon renewal, the new agreements would be valid from July 2021 through July 2031. There is no fiscal impact as they are only enabling agreements.

CC #: 1380

File #: 0800-03

CONTACT: Ryley Kelly 916-774-5649 rkelly@roseville.ca.us

7.6. Industrial and Fiddymont Substation Civil Construction - Notice of Completion

Memo from Power Engineer Vince Bottoni and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-128 ACCEPTING THE PUBLIC WORK KNOWN AS THE INDUSTRIAL AND FIDDYMONT SUBSTATION CIVIL CONSTRUCTION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON

BEHALF OF THE CITY OF ROSEVILLE. The Electric Department has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. The total amount of the contract with Interstate Construction was \$533,737 and was paid for from the Electric Department's Capital Improvement Project budget.

CC #: 1378

File #: 0900-03

CONTACT: Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

7.7. Relocation of Overhead Electric Lines on Parcel F-55 – Agreements to Perform Tariff Schedule Related Work

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 12-136 APPROVING AGREEMENTS TO PERFORM TARIFF SCHEDULE RELATED WORK, BY AND BETWEEN PACIFIC GAS & ELECTRIC AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of two agreements with Pacific Gas & Electric to perform tariff related work. These agreements total \$202,162.63 and are funded by the General Fund. Sufficient funding for these agreements is available in the project budget approved by City Council at the January 20, 2021 Council meeting, and no additional funds are needed.

CC #: 1386

File #: 0800-03

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

7.8. Sales Tax Revenue Consulting Services - Professional Services Agreement

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 12-129 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-130 RESOLUTION AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS. The purpose of this request is to recommend the City Council authorize the City Manager to enter into a professional services agreement with MuniServices to provide sales tax and transaction and use tax auditing, projection, recovery, and consultant services for a term of two years, with an option to renew for three additional years, and an annual not-to-exceed amount of \$150,000 or \$300,000 over the initial two-year term. This request also includes a recommendation to authorize MuniServices with access to all sales and transaction and use tax records collected by the California Department of Tax and Fee Administration, including Measure B sales and use tax records. There are adequate funds available in the FY2020-21 Adopted Budget to fund this agreement.

CC #: 1379

File #: 0210

CONTACT: Scott Pettingell 916-774-1306 spettingell@roseville.ca.us

7.9. Bond Trustee Services - Professional Services Agreement Amendment

Memo from Accounting Supervisor Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-124 APPROVING A FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This contract amendment has an estimated cost of \$75,000, bringing the total not-to-exceed contract amount to \$450,000. The annual fee of approximately \$1,800 per series is charged for each outstanding bond series. Payment for these services will be paid by the Environmental Utilities Department, the Electric Department, and Community Facilities Districts. There is no impact to the City's General Fund.

CC #: 1374

File #: 0200

CONTACT: Nick Rosas 916-774-5314 nrosas@roseville.ca.us

7.10. East Street Subdivision Infill Parcel 35, 32B – Affordable Purchase Housing Agreement

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-123 APPROVING AN AFFORDABLE PURCHASE HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND USKO CONSTRUCTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of an Affordable Purchase Housing Agreement (APHA) with USKO Construction, developers of East Street Subdivision (Infill Parcel 35, 32B), who is required to enter into an APHA with the City to implement the affordable housing obligations for the parcel. In accordance with the City's General Plan requirements, the developer will build one of the subdivision's ten homes as an affordable purchase unit available to middle income buyers. The subsidies for the program are funded by the developer and do not impact the General Fund.

CC #: 1373

File #: 0709-03-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us  
Trisha Isom 916-746-1239 tisom@roseville.ca.us

7.11. 2020 Housing Element Annual Progress Report

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-118 HOUSING ELEMENT ANNUAL PROGRESS REPORT. Staff requests Council approve an annual informational report on the

status of the Housing Element of the General Plan and progress in its implementation, as required by the State of California. The staff cost to develop the 2020 Housing Element Annual Progress Report was included in the FY2020-21 adopted budget. There is no impact to the City's General Fund.

CC #: 1365

File #: 0709-01

CONTACT: Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)

7.12.COVID Homeless Prevention Assistance Program - Community Development Block Grant Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-120 APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a Community Development Block Grant Agreement with AMI Housing for \$250,000 of Community Development Block Grant Coronavirus Aid, Relief and Economic Security Act Coronavirus 3 funding to pay for the COVID Homeless Prevention Assistance program due to the COVID-19 virus. Funds for this project will come out of the Community Development Block Grant and will not impact the General Fund.

CC #: 1368

File #: 0709-05 & 0214

CONTACT: Kristine Faelz 916-774-5451 [kpfaelz@roseville.ca.us](mailto:kpfaelz@roseville.ca.us)

7.13.Interstate 80 Auxiliary Lanes Project - Right of Way Contract and Temporary Construction Easement Deed

Memo from Senior Engineer Mark Johnson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-138 APPROVING A RIGHT OF WAY CONTRACT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY AND APPROVING A TEMPORARY CONSTRUCTION EASEMENT DEED FOR THE INTERSTATE 80 AUXILIARY LANE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE AND FINDING THAT SUCH DONATION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTEREST OF THE CITY. The Interstate 80 (I-80) Auxiliary Lanes Project ("Project"), administered by the South Placer Regional Transportation Authority (SPRTA), will include capacity and safety improvements on I-80 through the cities of Roseville and Rocklin. The Project will reduce congestion by adding a westbound lane between Douglas Boulevard and Riverside Avenue and an eastbound lane between State Route 65 and Rocklin Road and will improve safety through construction of on-ramp and off-ramp improvements along the corridor. The Project will also construct drainage improvements, some of which are a direct benefit to the City. In order to facilitate construction of portions of the Project, Temporary Construction Easements (TCE's) are necessary to allow access across unimproved City Park property located at the

terminus of JoAnne Lane and extending to Cirby Creek. Because this is a public facility, SPRTA is required to obtain a fair market valuation of the impacted property and submit a formal offer to the City for compensation. An appraiser has valued the TCE's at \$17,300. Due to the public benefit realized by the City and its residents through the Project improvements, staff is recommending that the City waive the fair market value offer and approve the TCE's as a no-cost donation.

CC #: 1388

File #: 0900-04-02 & 1002-06

CONTACT: Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

#### 7.14. Fiddymment Ranch Phase 3 Village F-8B - Street Name Removal

Memo from GIS Analyst Scott Miller and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-122 APPROVING THE REMOVAL OF STREET NAMES BICKNELL PLACE, HANKSVILLE PLACE, LOCKERBY PLACE, MISSOULA PLACE, BOZEMAN PLACE, CAPITOL REEF PLACE, BLACKFOOT PLACE, BELGRADE PLACE, MODERNA PLACE, ESCALANTE PLACE, BONNEVILLE PLACE, LYMAN PLACE, AND ELMO PLACE FROM THE FIDDYMENT RANCH PHASE 3 VILLAGE F-8B FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE CERTIFICATE OF CORRECTION ON BEHALF OF THE CITY OF ROSEVILLE. This item concerns a request from the City to remove the street names of the dead-end alleys on the final map of the subject subdivision within the West Roseville Specific Plan. The action requested has no impact to the City's General Fund.

CC #: 1370

File #: 0800-06

CONTACT: Scott Miller 916-774-5491 smiller@roseville.ca.us

#### 7.15. Campus Oaks CO-12 Phase 2 - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-119 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BBC ROSEVILLE OAKS, LLC AND LENNAR HOMES OF CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff also requests approval of the Campus Oaks CO-12 Phase 2 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 27 residential lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1367

File #: 0400-04-18-1 & 0400-07

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

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

#### 7.16.401 Oak Street Properties - Budget Adjustment

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt ORDINANCE NO. 6343 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends approval of a budget adjustment to appropriate \$395,554 from the City's Strategic Improvement Fund for the 401 Oak Street properties. This budget adjustment authorizes funds for the repurchase of the 401 Oak Street properties, in the amount of \$350,114; and allocates \$45,440 for the completion of civil engineering, architectural and surveying services. The consultant services/studies will be used for future site evaluation for redevelopment of the property.

CC #: 1366

File #: 1002 & 0201-01

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

#### 7.17. Temporary Salary Schedule and Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6347 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6312, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY EMPLOYEES, AS AMENDED BY APPENDIX "L" TO BE EFFECTIVE APRIL 10, 2021, AS AN URGENCY MEASURE. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff is recommending that the City Council approve the citywide position allocation schedule reflecting staffing changes in the Parks, Recreation and Libraries (PR&L) Department. The \$8,478 FY2020-21 impact of these changes can be absorbed by salary savings in the PR&L department budget. In addition, staff recommends that Council approve the Temporary salary schedule to reflect the class retitles of Child Care Program Assistant I/II to Child Care Program Assistant and Child Care Program Leader.

CC #: 1389

File #: 0600-01

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

### **Ordinances (for second reading and adoption)**

#### 7.18. Second Reading - West Roseville Specific Plan Parcel W-20 - Rezone and Development Agreement Amendment

ORDINANCE NO. 6341 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6342 ADOPTING A NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF

ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 1362

File #: 0400-04-09 & 0400-02

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

## **Ceremonial Documents**

### **7.19. Resolution - Audrey Byrnes**

Commend Audrey Byrnes for her 28 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1364

File #: 0102-10

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

### **7.20. Proclamation - Food Allergy Awareness Week May 9-15, 2021**

Proclaim May 9-15, 2021 as FOOD ALLERGY AWARENESS WEEK and encourage all residents to increase their understanding and awareness of this potentially life-threatening medical condition, improving the quality of life of the 32 million Americans affected by food allergies and anaphylaxis by visiting [www.FoodAllergyAwareness.org](http://www.FoodAllergyAwareness.org).

CC #: 1385

File #: 0102-06

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

### **7.21. Resolution - David Frederick**

Commend David Frederick for his 21 years of outstanding service and dedication to the City of Roseville, congratulate him on his accomplishments and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1392

File #: 0102-10

CONTACT: Blair Hutchison 916-744-5266 bmhutchison@roseville.ca.us

### **7.22. Resolution - David Allen**

Commend David Allen for his 30 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1391

File #: 0102-10

CONTACT: Blair Hutchison 916-744-5266 bmhutchison@roseville.ca.us



### 7.23. Resolution - Curtis Gothier

Commend Curtis Gothier for his 25 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1390

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 [bmhutchison@roseville.ca.us](mailto:bmhutchison@roseville.ca.us)

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
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## 8. RESOLUTIONS

### 8.1. Sierra Vista Specific Plan Westpark-Federico Community Facilities District No. 1 Public Facilities - Bond Issuance

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-127 A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS. This 2021 bond issuance is the second series of bonds being issued for the City's Sierra Vista Specific Plan Westpark-Federico Community Facilities District (CFD) No. 1 (Public Facilities), and will be used to construct and acquire certain public facilities of benefit to the District, provide for a deposit to a debt service reserve account, provide capitalized interest for debt service, and pay costs of issuance of the 2021 series Bonds. The 2021 Bonds have a not-to-exceed amount of \$9,500,000. The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of bonds will not impact the City's General Fund.

CC #: 1376

File #: 0206-03-01

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

Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

## 9. ORDINANCES

### 9.1. Salary Schedules for City Council Appointed Positions and City Attorney Employment Personal Services Agreement

Memo from Human Resources Manager Linda Hampton and Human

Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6345 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6311, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE APRIL 10, 2021 AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6346 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 6345, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED POSITIONS, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE MAY 29, 2021 AS AN URGENCY MEASURE; and adopt RESOLUTION NO. 21-134 APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MICHELLE SHEIDENBERGER, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. As a result of the annual evaluation of the City Manager, staff is recommending that Council approve the attached ordinance to approve the City Council Appointed Positions salary schedule, effective April 10, 2021, that reflects a 6% salary increase for the City Manager, and a salary schedule update to the City Attorney salary effective May 29, 2021, reflecting an approximately 1.84% reduction. Staff recommends Council approve the Employment and Personal Services Agreement with Michelle Sheidenberger for the Council Appointed City Attorney position to be effective May 29, 2021. The total annual impact for these updates is \$18,320 in the General Fund.

CC #: 1382

File #: 0600-01

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

## **10. SPECIAL REQUESTS/REPORTS/PRESENTATION**

### **10.1. Emergency Rental Assistance - Grant Agreement and Budget Adjustment**

Memo from Housing Manager Trisha Isom and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-121 APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, AND RATIFYING THE CITY MANAGER'S EXECUTION OF IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6344 OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a grant agreement between Placer County and the City of Roseville to allow the City to administer the Emergency Rental Assistance Program grant to benefit Roseville residents and approve a budget adjustment for the Emergency Rental Assistance Funding in the amount of \$5,128,073.61 for rental and utility assistance. Approximately \$350,000 of the grant is available to help cover staff costs for program administration. The Emergency Rental Assistance program will not create additional costs to the City's General Fund.

CC #: 1369

File #: 0709 & 0214 & 0201-01

CONTACT: Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)

Laura Matteoli 916-774-5284 [lmatteoli@roseville.ca.us](mailto:lmatteoli@roseville.ca.us)

#### 10.2. Long-term Pension and Other Postemployment Benefits Liabilities Update

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive a presentation on the City's long-term California Public Employees' Retirement System pension and other postemployment benefits (OPEB) liabilities.

CC #: 1371

File #: 0600-04

CONTACT: Scott Pettingell 916-746-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)

Dennis Kauffman 916-774-5315 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

#### 10.3. Youth Development Fund Status Report

Memo from Parks, Recreation & Libraries Director Jill Geller and Assistant City Manager Dion Louthan recommending the City Council receive an update on the Youth Development Fund and the impact of COVID-19 on the fund's operations and revenues.

CC #: 1372

File #: 0704

CONTACT: Jill Geller 916-774-5131 [jageller@roseville.ca.us](mailto:jageller@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. Sierra Vista Specific Plan Parcels FD-8, FD-10, FD-21, FD-23, CO-21, and CO-22 - General Plan Amendment, Specific Plan Amendment, and

### Development Agreement Amendments

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council consider the Fourth Addendum to the Sierra Vista Specific Plan Environmental Impact Report; and adopt RESOLUTION NO. 21-125 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 21-126 AMENDING THE SIERRA VISTA SPECIFIC PLAN; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER AGREEMENT") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FOURTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC, AND JOHN MOURIER CONSTRUCTION, INC. ("WESTPARK FEDERICO AGREEMENT") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The proposed project will facilitate the development of 613 single-family residential units within the Sierra Vista Specific Plan (SVSP). The applicant requests approval of a General Plan Amendment to change the land use designation of Parcel FD-10 from Low Density Residential to Medium Density Residential and a Specific Plan Amendment to reflect the land use change and to transfer units among several large lot parcels within the SVSP. Two Development Agreements that cover the subject parcels will be amended to reflect the land use change and unit transfers, revise development obligations with respect to groundwater and recycled water facilities, and to clarify evaluation of water conservation goals. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 1375

File #: 0400-04-12-1 & 0400-03 & 0400-04

CONTACT: Kinarik Shallow 916-746-1309 [kshallow@roseville.ca.us](mailto:kshallow@roseville.ca.us)

## **12. COUNCIL REPORTS / PUBLIC COMMENTS**

## **13. ADJOURNMENT**



## COUNCIL COMMUNICATION

CC #: 1384  
File #: 0102-06

**Title:** Proclamation - Child Abuse Prevention Awareness Month  
**Contact:** Blair Hutchison 919-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 4/7/2021  
Item #: 5.1.

### RECOMMENDATION TO COUNCIL

Proclaim April 2021 as CHILD ABUSE PREVENTION AWARENESS MONTH and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk

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

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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Child Abuse Prevention Awareness Month

# Proclamation

## CHILD ABUSE PREVENTION AWARENESS MONTH APRIL 2021

**WHEREAS**, in 2017, Placer County investigated 3,251 reports of child abuse and neglect, affecting an average of 2 children per household; and

**WHEREAS**, all adults and caregivers have a responsibility, as neighbors, community members and citizens of the community to help create healthy, safe and nurturing environment for children and youth; and

**WHEREAS**, safe and healthy childhoods help produce confident, successful and independent adults; and

**WHEREAS**, child abuse and neglect often occurs when people find themselves in isolated or stressful situations, without community resources, and don't know how to cope; and

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable when our communities are supportive, active and engaged; and

**WHEREAS**, child abuse and neglect can be reduced by making sure every family has the support it needs and deserves to raise their children in a healthy environment; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

**WHEREAS**, effective prevention programs succeed because of meaningful connections and partnerships created between agencies, schools, faith-based organizations, law enforcement agencies, and the business community; and Placer County's collaborative is among the most effective in the country, and;

**WHEREAS**, for over 30 years, KidsFirst, Counseling and Family Resource Centers has functioned as a Child Abuse Prevention Council for Placer County, with two locations strategically located in Roseville and Auburn to serve Western/Southern Placer County; and

**WHEREAS**, wearing a blue ribbon on April 5<sup>th</sup> and displaying a pinwheel garden in April will serve as a positive reminder that together, we can treat and prevent child abuse and neglect and keep children safe.

**NOW THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA** do hereby proclaim April 2021 as **CHILD ABUSE PREVENTION AWARENESS MONTH** and urges all citizens to join KidsFirst and its engaged partners, as they support each family's efforts to keep themselves and their children safe, healthy and in a nurturing environment.

**SIGNED AND APPROVED** this 7th day of April, 2021



**KRISTA BERNASCONI, MAYOR**



## COUNCIL COMMUNICATION

**CC #: 1363**  
**File #: 0102-10**

|                                                                                                            |
|------------------------------------------------------------------------------------------------------------|
| <b>Title:</b> Resolution - Condemning Racism and Intolerance Against Asian Americans and Pacific Islanders |
| <b>Contact:</b> Sonia Orozco 916-774-5269 sorozco@roseville.ca.us                                          |

**Meeting Date: 4/7/2021**  
**Item #: 5.2.**

### RECOMMENDATION TO COUNCIL

Recommend the City Council adopt a resolution condemning racism and intolerance against Asian Americans and Pacific Islanders.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Sonia Orozco, City Clerk



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

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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution - Condemning Racism and Intolerance Against Asian Americans and Pacific Islanders

# Resolution

## Condemning Racism and Intolerance Against Asian Americans and Pacific Islanders

**WHEREAS**, the City of Roseville is committed to inclusion and advancing equity and justice for people of all races, national origins, and ethnicities; and

**WHEREAS**, in October 2020, the Roseville City Council added a strategy to its four-year strategic plan, under the Safe and Healthy Community priority to *Strengthen inclusiveness and anti-racism efforts in partnership with the community*; and

**WHEREAS**, in accordance with President Biden's Memorandum *Condemning and Combatting Racism, Xenophobia and Intolerance Against Asian Americans and Pacific Islanders in the United States*, the City of Roseville compels all residents to partake in fighting every form of discrimination, hatred and persecution, as such acts are an assault on the rights and freedoms of all Americans; and

**WHEREAS**, since the outbreak of the coronavirus pandemic, violence and harmful xenophobic rhetoric and micro-aggressions related to the geographic origins of the virus has resulted in a rise in reported hate incidents and crimes against Asian Americans and Pacific Islander individuals, communities, and businesses; and

**WHEREAS**, the City of Roseville, in solidarity with the Asian American and Pacific Islander community, condemn any and all forms of discrimination and will work to ensure that all members of the Asian American and Pacific Islander community are treated with dignity and respect; and

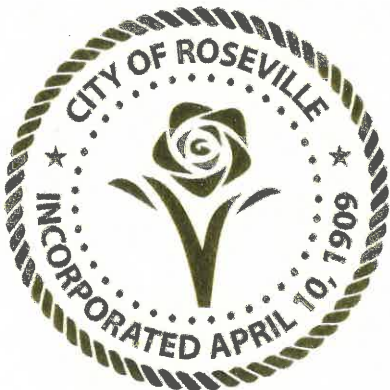
**WHEREAS**, the City of Roseville joins other cities and counties in affirming its commitment to the safety and well-being of Asian American and Pacific Islander citizens and visitors; and

**WHEREAS**, the City of Roseville recognizes that a resolution or a single action, in and of itself, will not deter aggression and violent behavior, but rather acknowledge that we are all responsible, both individually and collectively, for creating and fostering an anti-racist and unbiased community in our words and actions.

**NOW, THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA**, recognize that a racially inclusive environment is essential to the health and safety of all residents, and stands united against hate and violence against the Asian American and Pacific Islander community.

**SIGNED** this 7<sup>th</sup> day of April, 2021.

**KRISTA BERNASCONI, MAYOR**





## COUNCIL COMMUNICATION

CC #: 1377  
File #: 0102-03

**Title:** Minutes of Previous Meetings  
**Contact:** Helen Dreyer 916-774-5356 [hdreyer@roseville.ca.us](mailto:hdreyer@roseville.ca.us)  
Sonia Orozco 916-774-5269 [sorozco@roseville.ca.us](mailto:sorozco@roseville.ca.us)

**Meeting Date:** 4/7/2021  
**Item #:** 7.1.

### RECOMMENDATION TO COUNCIL

Recommend the City Council approve the following minutes of the Roseville City Council:

- December 16, 2020
- January 13, 2021
- January 20, 2021

### BACKGROUND

There is no background associated with this item. The request is to approve the minutes of previous meetings.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Helen Dreyer, City Clerk Technician

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

December 16, 2020 City Council Meeting

January 13, 2021 City Council Meeting and Legislative Platform Workshop

January 20, 2021 City Council Meeting



## **MINUTES**

December 16, 2020

CITY COUNCIL  
6:00 p.m.  
Council Chambers  
311 Vernon Street  
Roseville, California  
[www.roseville.ca.us/CORTV](http://www.roseville.ca.us/CORTV)

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

Dial in Phone Number: 916-774-5353  
Email: [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us)

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

### **1. CALL TO ORDER**

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

### **2. ROLL CALL**

Present: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

### **3. PLEDGE OF ALLEGIANCE**

Police Chief James Maccoun led the Pledge of Allegiance.

### **4. MEETING PROCEDURES**

City Clerk Sonia Orozco announced the procedures for addressing Council.

## 5. PRESENTATIONS

### 5.1. Resolution - Police Chief James Maccoun

Commend Police Chief James Maccoun for his 38 years of outstanding service and dedication to the law enforcement profession and the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CONTACT: Blair Hutchison 916-774-5266 [bmhutchison@roseville.ca.us](mailto:bmhutchison@roseville.ca.us)

Mayor Krista Bernasconi and members of the City Council made the retirement presentation to Police Chief James Maccoun, who responded.

Mayor Krista Bernasconi, members of the City Council, and City Manager Dominick Casey made remarks and thanked Police Chief James Maccoun for his dedication and service.

### 5.2. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 [dcasey@roseville.ca.us](mailto:dcasey@roseville.ca.us)

City Manager Dominick Casey made the presentation to the City Council.

Situational Update - State:

- Governor issued a new public health order that became effective on December 5th;
  - State divided into five regions based on hospital mutual aid system
  - Roseville is in the Greater Sacramento Region
  - Stay-at-home restrictions become effective when regional hospital ICU capacity is below 15%
  - 24 hours to implement once the threshold is reached
  - Order in effect for three weeks once the threshold is reached
- Under the Stay-at-home order all operations in the following sectors must be closed:
  - Indoor playgrounds
  - Indoor recreational facilities
  - Hair salons and barbershops
  - Personal care services
  - Museums, Zoos, and Aquariums
  - Movie Theaters
  - Wineries, Bars, Breweries and Distilleries
  - Family Entertainment Centers
  - Cardrooms and Satellite Wagering
  - Live Audience Sports
  - Amusement Parks
  - Visit [COVID-19.ca.gov](https://www.covid-19.ca.gov) for answers to detailed questions about what activities are allowed
- When Does a Regional Stay-at-home order end
  - The order ends if the region's ICU capacity, projected out four weeks, is above or equal to 15%

- Assessed on a weekly basis, after a three week pause period
- Our regional order became effective on December 10 at 11:59 p.m., therefore, we will be eligible for review on December 31
- If our regional has sufficient ICU capacity, each county would be assigned to a tier based on the Blueprint for a Safer Economy (Purple, Red, Orange, Yellow)
- Vaccine Update:
  - 33,150 doses of Pfizer vaccine arrived on December 14 at 4 locations
  - 24 more locations across the state are expecting doses to arrive on December 15, from San Diego to San Joaquin to Shasta
  - California is now expecting an additional 393,000 doses of the Pfizer vaccine next week
  - The state is also expecting 672,000 doses of Moderna by the end of December
  - Several phases for the distribution of the vaccine include:
    - Phase 1A: healthcare workers and residents of long-term care settings
    - Phase 1B: the Community Vaccine Advisory Committee meets tomorrow to discuss further 1st tier distribution

#### Situational Update - Local:

- 12.7% - 7 day test positivity rate
- 49.3 cases per 100,000 - 7 day average daily case rate
- 14.9% ICU capacity in our region
- Hospitalizations have risen significantly since October moving from the low 40's to 179 as of December 15 - nearly triple the summer high of 67
- Monitoring the number of positive cases matters because, according to the State, 12% result in hospitalization and 2% end up in the ICU
- Stay at home if you are able, wear your face coverings, maintain physical distancing, and wash your hands regularly

Public Comment received at 916-774-5353:

Kathleen Crawford - Roseville - Spoke on incident of cases per Roseville zip codes, and spoke on City encouraging Placer County to enforce COVID violations.

Lisa Larkin - Roseville - Spoke on lack of ICU beds, encouraged City to work with County to comply with COVID protocol.

Public Comment received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) summarized by Deputy City Manager Megan Scheid:

Harry White - Requested the City do more to enforce COVID laws.

Item for information only. No action taken.

## 6. PUBLIC COMMENTS

Public Comment received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) summarized by

Deputy City Manager Megan Scheid:

Shawn Brundige - Roseville - Requested information on the City's position on the State of Jefferson and the new California state movement.

## 7. CONSENT CALENDAR

|                                      |
|--------------------------------------|
| <b>BEGINNING OF CONSENT CALENDAR</b> |
|--------------------------------------|

City Clerk Sonia Orozco announced the procedures to approve the Consent Calendar.

City Clerk Sonia Orozco announced Councilmember Bruce Houdesheldt would abstain from voting on item 7.25 Washington Boulevard/Andora Bridge Widening Project Phase 1 – Mitigation Credit Agreements and Budget Adjustment.

Motion by Pauline Roccucci, seconded by Scott Alvord to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

### **Bids / Purchases / Services**

#### **7.1. On Call Engineering and Surveying Consulting Services - Contract Purchase Agreement Amendment**

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-502 APPROVING AMENDMENT 1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND EKI ENVIRONMENT & WATER, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000298). This item is to request City Council's approval of a Contract Purchase Agreement Amendment 1 with EKI Environment & Water, Inc. for on call engineering and surveying consulting services in the amount of \$10,000 for a revised total agreement amount of \$33,300. The services under this agreement will be paid from the Water Rehabilitation Fund.

CC #: 1190

File #: 0800-04

CONTACT: Tracie Mueller 916-774-5688 [trmueller@roseville.ca.us](mailto:trmueller@roseville.ca.us)

#### **7.2. Library Self Check Upgrade - Sole Source Contract Purchase Agreement**

Memo from Recreation & Libraries Supervisor Chris Rohde and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-482 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY MANAGER TO



EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000980). Staff recommends the City Council approve a sole source contract purchase agreement with Bibliotheca, LLC for the purchase of eleven (11) Windows 10 personal computer upgrade kits for the City Library self-check kiosks. The total cost is estimated at \$25,000 for the upgrade kits and is funded by the approved Parks, Recreation & Libraries Department's FY2020-21 budget for \$3,000 and the FY2020-21 General Equipment Replacement Fund for \$22,000.

CC #: 1169

File #: 0203-10

CONTACT: Chris Rohde 916-746-1216 [crohde@roseville.ca.us](mailto:crohde@roseville.ca.us)

7.3. Courtyard Garden Education Makeover Project (RFP 08-070) - Contract Purchase Agreement

Memo from Water Conservation Administrator Bobby Alvarez and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-480 APPROVING A CONTRACT PURCHASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NEW IMAGE LANDSCAPE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000918). Staff recommends Council approve a contract purchase agreement with New Image Landscape Company for landscape installation and construction in association with the Courtyard Garden Education Makeover project located between the Roseville Utility Exploration Center/Martha Riley Library and the Sports Center on Pleasant Grove Boulevard. Total estimated cost for the construction portion of the project will not exceed \$72,414. The costs will cover a highly efficient irrigation system, shade structure, benches, permeable pathways, demonstration garden landscaping, construction, permits, inspections, construction administration and six months of landscape establishment maintenance. Funding is included in the FY2020-21 Courtyard Garden Education Makeover project in the Water Operations Fund.

CC #: 1166

File #: 0203-09

CONTACT: Bobby Alvarez 916-746-1710 [balvarez@roseville.ca.us](mailto:balvarez@roseville.ca.us)

7.4. Pleasant Grove #2 Substation Expansion Civil Construction - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Power Engineer Josh Campbell and Electric Utility Director Michelle Bertolino recommending the City Council approve the plans and specifications and authorize staff to advertise the Pleasant Grove #2 Substation Expansion Civil Construction project and call for bids. The estimated total project cost is \$200,000. Funding is included in the Electric Department's Pleasant Grove #2 Substation Expansion capital improvement project budget.

CC #: 1183

File #: 0900-03

CONTACT: Josh Campbell 916-774-5698 [jcampbell@roseville.ca.us](mailto:jcampbell@roseville.ca.us)

#### 7.5. Mobile Phone Purchases and Wireless Service Contract

Memo from Information Technology Client Services Supervisor Traci Bringgold and Chief Information Officer Hong Sae recommending the City Council adopt RESOLUTION NO. 20-503 APPROVING AN AGREEMENT FOR CELLULAR VOICE AND WIRELESS DATA SERVICES, A NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA) FORM, A STATE OF CALIFORNIA STD 20 FORM, AND AUTHORIZATION TO ORDER (ATO) FORM, BY AND BETWEEN THE CITY OF ROSEVILLE AND CELLCO PARTNERSHIP DBA VERIZON WIRELESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the use of the State of California CALNET Cellular Voice and Wireless Data Services contract #C4-CVD-19-001-03 with Cellco Partnership dba Verizon Wireless for Citywide wireless voice and cellular services. Staff also requests authority for the City Manager to sign any additional documents, if needed, to effectuate the contract. Staff is also requesting authorization to continue renewing the 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. The estimated annual spending is \$560,000. Funding is included in individual departmental budgets.

CC #: 1192

File #: 0203-05

CONTACT: Traci Bringgold 916-774-5159 tbringgold@roseville.ca.us

#### 7.6. Vehicle and Equipment Purchases - Purchase Orders

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Winner Chevrolet, Inc. for seven Chevrolet Bolt electric vehicles (EV) utilizing RFQ 10-3276 in the amount of \$206,321; and approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for five Ford F150 trucks utilizing RFQ 10-3277 in the amount of \$143,052; and approve a purchase order to Altec Industries, Inc. for one Altec DB41B backyard digger derrick utilizing Sourcewell contract #012418-ALT in the amount of \$220,838; and approve a purchase order to Pape DW Inc. dba Ditch Witch West for one Ditch Witch HX50 vacuum excavator utilizing Sourcewell contract #012418-CMW in the amount of \$89,647; and approve a purchase order to Schwarze Industries, Inc. for one Schwarze A9 Monsoon sweeper utilizing Sourcewell contract #122017-SZW in the amount of \$326,721. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget.

CC #: 1185

File #: 0203-01

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

### **Resolutions**

#### 7.7. Supplement to Aquifer Storage and Recovery Program Environmental Impact Report

Memo from Environmental Coordinator Terri Shirhall, Hydrogeologist Trevor Joseph, and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-489 CERTIFYING A FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE AQUIFER STORAGE AND RECOVERY PROGRAM, APPROVE FINDINGS OF FACT, ISSUING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING A MITIGATION MONITORING PROGRAM AND APPROVING THE AQUIFER STORAGE AND RECOVERY MODIFIED PROJECT. Staff recommends the City Council adopt the attached resolution thereby certifying and approving the supplemental information (and accompanying documentation) to an Aquifer Storage and Recovery (ASR) Program Environmental Impact Report (EIR) originally prepared by the City in 2012. This supplemental EIR has been prepared to document proposed changes to future or new ASR well locations within the City. Due to the infeasibility of three of the originally proposed well sites proposed in 2012, and to maximize the benefits of the ASR Program, staff has identified six new potential well sites suitable for ASR operations, two of which are classified as "back up" sites should any of the preferred sites be precluded based on monitoring well data. These minor additions or changes, referred to in the Supplement to the ASR EIR as the "modified project," are described in Chapter 2, Project Description of the Draft Supplemental EIR (Exhibit A). Other than the proposed new well locations, no other changes to the City's ASR Program are proposed. Future well construction activities are funded by developers and programmed as part of the Capital Improvement project annual budget process. Consequently, no General Fund resources would be used for ASR Program implementation.

CC #: 1176

File #: 0400-06-01 & 0900-02

CONTACT: Trevor Joseph 916-517-2578 [tjoseph@roseville.ca.us](mailto:tjoseph@roseville.ca.us)

7.8. Pleasant Grove Wastewater Treatment Plant, Energy Recovery Project - California Energy Commission Streamlining Grant Terms and Conditions Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-504 APPROVING AN AMENDMENT TO THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approval of the California Energy Commission (CEC) Streamlining Grant Terms and Conditions Amendment for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project. The CEC Grant Agreement for the award of \$3,000,000 in grant funds for the Energy Recovery project was authorized by the City Council on July 17, 2019. There is no financial impact or change with the approval of this grant amendment as it is only related to terms and conditions of the grant.

CC #: 1193

File #: 0214 & 0800-02

CONTACT: Tracie Mueller 916-774-5688 [trmueller@roseville.ca.us](mailto:trmueller@roseville.ca.us)

7.9. Regional Water Authority Program Agreements – Major Projects Management Services Program and Water Resilience Program

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 20-493 APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE MAJOR PROJECTS MANAGEMENT SERVICES PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-494 APPROVING THE REGIONAL WATER AUTHORITY PROGRAM AGREEMENT FOR THE WATER RESILIENCE PROGRAM, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE REGIONAL WATER AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item recommends that the City Council approve two Regional Water Authority (RWA) Subscription Program Agreements: (1) Major Projects Management Services Program; and, (2) Water Resilience Program that will be staffed by a new RWA staff position – Manager of Strategic Affairs, for the benefit of the region and funded by up to 10 RWA member agencies on a subscription basis. The total annual cost share for the City of Roseville is \$39,812.50 and will be funded from the Water Operations Fund that receives water utility sales revenue.

CC #: 1180

File #: 0800-02

CONTACT: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

7.10. HOUSING SUCCESSOR - Fiscal Year 2019-20 Annual Report of the Low and Moderate Income Housing Asset Fund

Memo from Management Analyst Melissa Hagan and Economic Development Director Laura Matteoli recommending the City Council acting as the Housing Successor adopt RESOLUTION NO. 20-496 APPROVING THE ANNUAL REPORT FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2019-20. In 2014, the Governor signed into law SB 341, requiring Housing Successor Agencies to produce an annual report of their housing activities, due to the Housing Successor's governing body by December 31st of each year.

CC #: 1182

File #: 0709-01

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

7.11. 2020 Citizens Benefit Trust Policy Manual Update and Year End Summary Report FY2019-20

Memo from Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-500 APPROVING REVISIONS TO THE CITIZENS BENEFIT FUND POLICY MANUAL. Staff recommends City

Council approve revisions to the Citizens Benefit Trust Policy Manual and accept, for informational purposes, the Citizens Benefit Trust and Roseville Employees Annual Charitable Hearts year-end summary report highlighting non-profit accomplishments for the grant funding cycle of FY2019-20. The policy manual and summary report have no impact on the General Fund.

CC #: 1188

File #: 0103-34-02

CONTACT: Laura Matteoli 916-774-5284 [lmatteoli@roseville.ca.us](mailto:lmatteoli@roseville.ca.us)

7.12.Sierra Vista - Federico/Westpark Phase 1 Earl Rush Drive & Market Street - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the Council adopt RESOLUTION NO. 20-488 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CITY OF ROSEVILLE SIERRA VISTA - FEDERICO/WESTPARK PHASE 1 EARL RUSH DRIVE & MARKET STREET PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City Specifications. This action has no impact on the General Fund. Construction costs were paid by the developer.

CC #: 1175

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 [adruck@roseville.ca.us](mailto:adruck@roseville.ca.us)

7.13.Market Street Along Federico Village 4 - Notice of Completion

Memo from Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-486 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS MARKET STREET ALONG FEDERICO VILLAGE 4 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact on the General Fund. Construction costs were paid by the developer.

CC #: 1173

File #: 0400-04-12-1

CONTACT: Andrew Druck 916-223-7577 [adruck@roseville.ca.us](mailto:adruck@roseville.ca.us)

7.14. Golf Course Maintenance - Services Agreement Amendment

Memo from Parks, Recreation, & Libraries Superintendent Rob Nakamura and Parks, Recreation, & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-484 APPROVING THE THIRD AMENDMENT TO GOLF MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BRIGHTVIEW GOLF MAINTENANCE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City and Brightview Golf Maintenance, Inc. entered into a 5 year agreement on December 16, 2015 that allows for up to three (3) additional five (5) year terms for Brightview Golf Maintenance, Inc. to provide grounds maintenance at both Diamond Oaks Golf Course and Woodcreek Golf Club. This expense is offset by revenues generated at the golf course as part of the financial agreement with the City's golf operator. The total financial impact is \$8,580,000 over the next five (5) years with a base bid of \$1,462,713 annually. This contract allows for annual adjustments up to 5% and allows for extra work to be performed outside the base bid for capital improvements and emergency maintenance and repair work up to \$100,000 annually. This five (5) year contract extension with Brightview Golf Maintenance, Inc. is budgeted in the Golf Course Fund.

CC #: 1171

File #: 0702

CONTACT: Rob Nakamura 916-774-5135 [makamura@roseville.ca.us](mailto:makamura@roseville.ca.us)

7.15. Pistachio Park - Notice of Completion

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-487 ACCEPTING THE PUBLIC WORK KNOWN AS THE PISTACHIO REGIONAL PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION," AND AUTHORIZING THE PARKS, RECREATION & LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the Pistachio Regional Park project (formerly parksite F-56) and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project was funded with monies from West Roseville Citywide Park Fund. Construction of this first phase of the park was advanced to coincide with the opening of the new West Park High School, where the proposed amenities are part of a joint use agreement. As such, funding for initial maintenance costs will be shared between the Roseville Joint Union High School District and the City of Roseville until December 2024. Long-term costs for maintenance will be budgeted in the General Fund.

CC #: 1174

File #: 0704-01

CONTACT: Heather Buck 916-774-5254 [hcbuck@roseville.ca.us](mailto:hcbuck@roseville.ca.us)

7.16. Sierra Vista Village JM-20B - Phase 2 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 20-492 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-20B – PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1179

File #: 0400-04-12-1

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

#### 7.17. Financial Advisory Services - Professional Services Agreement Amendment

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-481 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HILLTOP SECURITIES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that the City Council approve the Third Amendment to Professional Services Agreement with Hilltop Securities Inc. for one additional year, expiring February 17, 2022. This Amendment provides continuity of their services in support of the Environmental Utilities Department's Water Infrastructure Finance and Innovation Act loan underwriting process, in addition to the community facility district and other financial support they provide to the Finance Department. An annual retainer of \$75,000 is included in the Finance Department's approved FY2020-21 General Fund budget. The amendment also continues the current flat fee of \$25,000 per bond issuance. These expenses are a component of what is called "bond issuance costs". Payment of bond issuance costs are typically contingent upon issuance of bonds and are routinely paid from bond proceeds, thus they are not an expense to the General Fund. The total dollar value of this component of the amendment will be dependent upon the number of bond issuances during the year.

CC #: 1168

File #: 0200

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

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

#### 7.18. 2020 Residential Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-485 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2020 RESIDENTIAL RESURFACING PROJECT, APPROVING THE "NOTICE OF

COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The project resurfaced approximately 7 lane miles of various City streets in the South Cirby neighborhood, Automall Drive, Scarborough Drive, and Yosemite Street. In addition, the project incorporated minor traffic striping modifications along Scarborough Drive, Yosemite Street, Sierra Boulevard, and Vernon Street. The final construction cost was \$647,047.76 and was fully funded with Highway Users Tax, SB-1 Road Maintenance and Rehabilitation, Roadway funds, and Citywide Park funds. No General Fund resources were used.

CC #: 1172

File #: 0900-04-01

CONTACT: Jesse Khatkar 916-774-5434 jskhatkar@roseville.ca.us

#### 7.19. Golf Course Operations - Agreement Amendment

Memo from Parks, Recreation, & Libraries Superintendent Rob Nakamura and Parks, Recreation, & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 20-483 APPROVING A FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SRI GOLF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The City and SRI Golf, Inc. entered into a five (5) year agreement on June 15, 2016 that allows for up to three (3) additional five (5) year terms for SRI Golf, Inc. to provide the daily operations (Pro-Shop) and food/beverage services at both Diamond Oaks Golf Course and Woodcreek Golf Club. City revenues are generated through a fixed annual fee and percentages of revenues generated through golf rounds sold, cart rentals, and driving range sales to offset maintenance and operational expense. With the ongoing COVID-19 pandemic impacts, this amendment acknowledges that both parties agree to an opportunity to renegotiate compensation when such impacts are known and can be documented. This five (5) year contract extension with SRI Golf, Inc. is budgeted in the Golf Course Fund.

CC #: 1170

File #: 0702

CONTACT: Rob Nakamura 916-774-5135 makamura@roseville.ca.us

#### 7.20. Oak Ridge Drive Bridge Replacement Project - Joint Use Agreement

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-491 APPROVING A JOINT USE AGREEMENT FOR THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PACIFIC GAS AND ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Due to construction of the new Oak Ridge Drive Bridge, Pacific Gas and Electric had to relocate a 4-inch plastic gas distribution line that went under the creek, adjacent to the existing bridge, and would be in conflict with the new, larger bridge footings. The Joint Use Agreement modifies the existing easement so that the new gas line can be hung underneath the new bridge. The cost to relocate the gas line was \$248,943. The Federal Highway Bridge Program fund



will cover 100% of the cost. No General Fund resources were used for this work.

CC #: 1178

File #: 0900-04-02

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.21. Oak Ridge Drive Bridge Replacement Project - Temporary Construction Easement

Memo from Associate Engineer Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-490 APPROVING A TEMPORARY CONSTRUCTION EASEMENT FOR THE OAK RIDGE DRIVE BRIDGE REPLACEMENT PROJECT. Staff requests approval of one additional temporary construction easement (TCE). The design engineer determined that an additional area of 334 square feet of parcel APN 470-070-053 would be impacted by the bridge construction. The total purchase price for the additional TCE is \$1,000. The project is fully funded by the Federal Highway Bridge Program. No General Fund resources will be used on this project.

CC #: 1177

File #: 0900-04-02

CONTACT: Rjahja Canlas 916-746-1300 rcanlas@roseville.ca.us

7.22. Overall Disadvantaged Business Enterprise Goal for Federal Fiscal Year 2021-2023

Memo from Alternative Transportation Analyst Alison Winter and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-501 ADOPTING THE CITY OF ROSEVILLE'S OVERALL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL. Staff recommends Council approve the proposed Overall Disadvantaged Business Enterprise (DBE) Goal for City transportation programs receiving Federal Transit Administration (FTA) assistance for Federal Fiscal Year 2021-2023. The goal is 0.02% Federal Fiscal Year 2021 through 2023. FTA funds subject to the DBE goal include Coronavirus Aid, Relief, and Economic Security Act funding for transit operations of \$2,679,013 and FTA Section 5310 grant funds of \$96,000 for the regional Mobility Management Program.

CC #: 1189

File #: 0721

CONTACT: Alison Winter 916-774-5365 awinter@roseville.ca.us

**Ordinances (for introduction and first reading)**

7.23. 2020 Speed Limit Update

Memo from Senior Engineer Jana Cervantes and Public Works Director Jason Shykowski recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS. To justify a posted speed limit other than 65 mph that is radar enforceable, local jurisdictions

are required to conduct and approve an engineering and traffic survey every five to ten years, or when there is a major change to a roadway. The cost of changing the speed limit signs is included in existing operating budgets.

CC #: 1173

File #: 0316-04

CONTACT: Jana Cervantes 916-774-5498 [jcervantes@roseville.ca.us](mailto:jcervantes@roseville.ca.us)

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

### **7.24. Electronic Document Management Software Replacement - Budget Adjustment**

Memo from Information Technology Senior Business Systems Analyst Robin Bernhard and Chief Information Officer Hong Sae recommending the City Council adopt ORDINANCE NO. 6314 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended adjustment will increase the Electronic Document Management project which was approved on November 18, 2020 by \$54,280 taking it from \$230,000 to \$284,280. The funding for this increase will come from available resources in the Information Technology Replacement Fund. This budget adjustment will not impact the General Fund.

CC #: 1167

File #: 0201-01 & 0203-06

CONTACT: Robin Bernhard 916-774-5127 [rbernhard@roseville.ca.us](mailto:rbernhard@roseville.ca.us)

### **7.25. Washington Boulevard/Andora Bridge Widening Project Phase 1 – Mitigation Credit Agreements and Budget Adjustment**

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 20-497 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WESTERVELT ECOLOGICAL SERVICES, LLC AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 20-498 APPROVING AN AGREEMENT FOR SALE OF MITIGATION CREDITS, BY AND BETWEEN WILDLANDS, INC. AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6315 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council approve an Agreement for Sale of Mitigation Credits for riparian habitat in the amount of \$120,000, and an Agreement for Sale of Mitigation Credits in the amount of \$15,400 as mitigation for effects to wetland habitat due to the construction of the Washington Andora Widening Project (Phase 1: Washington Blvd Bikeway and Pedestrian Pathways Project). Staff recommends approval of a budget adjustment in the amount of \$135,400 to fund the purchase of the credits. Traffic Mitigation

funds and Local Transportation funds will be used to purchase the mitigation credits. No General Fund resources are being used for this project.

CC #: 1185

File #: 0900-04-02

CONTACT: Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

## **Reports / Requests**

### 7.26.Appointment of Youth Board Member and Youth Commissioners

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint Jenna Brashear as the Grants Advisory Commission Youth Commissioner to a term ending December 31, 2021; appoint Marian McDaniel as the Library Board Youth Member to a term ending December 31, 2021; appoint Leah Burnett as the Parks and Recreation Commission Youth Commissioner to a term ending December 31, 2021; and appoint Ashlee Birdsong as the Transportation Commission Youth Commissioner to a term ending December 31, 2021.

CC #: 1191

File #: 0103-04-02 & 0103-05-02 & 0103-13-02 & 0103-34-02

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

### 7.27.Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council approve the citywide allocation schedule effective December 19, 2020. As part of an ongoing assessment of the appropriate staffing levels to provide a high level of service to the community, staff is recommending that the City Council approve the citywide position allocation schedule reflecting the addition of one Water Quality Lab Supervisor and 0.25 full-time equivalent Housing Technician I/II. The fiscal impact of \$73,064 for the Water Quality Lab Supervisor and \$12,395 for the Housing Technician I/II can be absorbed respectively in the Environmental Utilities and Economic Development departments fiscal year (FY) 2020-21 budget.

CC #: 1184

File #: 0600-01

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

### 7.28.West Park Retail Parcel Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the West Park Retail parcel map. Engineering has completed its review of the parcel map and found that it is in compliance with the approved tentative map. This map will be creating 2 parcels. The actions requested have no fiscal impact to the General Fund.

CC #: 1186

File #: 0400-04-12-01

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

## **Ceremonial Documents**

### **7.29. Resolution - Babette Owens**

Commend Babette Owens for her 16 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her on her many accomplishments and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1194

File #: 0102-10

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

### **7.30. Resolution - Lisa Souza**

Commend Lisa Souza for her 26 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and wish her a long, healthy and enjoyable retirement.

CC #: 1195

File #: 0102-10

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

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
|--------------------------------|

## **8. RESOLUTIONS**

### **8.1. 290 Conference Center Drive - Purchase and Sale Agreement**

Memo from Economic Development Manager Wayne Wiley and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 20-499 APPROVING A PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND APRR MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT DEED AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the City Council approve a Purchase and Sale Agreement between APRR Management, LLC, and the City for the sale of 290 Conference Center Drive in the amount of \$4,815,558. This action is pursuant to a finding that the disposition of the property for a private development is consistent with the North Central Roseville Specific Plan and is in the City's best interest. The proceeds from the sale of the property, totaling \$4,815,558 less escrow fees and taxes, will be deposited into the City's Strategic Improvement Fund. No General Fund resources will be used as part of this project.

CC #: 1187

File #: 1003

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

Economic Development Manager Wayne Wiley made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 20-499 APPROVING A PURCHASE AND SALE AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND APRR MANAGEMENT, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, GRANT DEED AND ALL ESCROW RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE for 290 Conference Center Drive in the amount of \$4,815,558. The Motion Passed.

Roll call vote: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

## **9. SPECIAL REQUESTS/REPORTS/PRESENTATION**

### **9.1. 300 Taylor Street Demolition Project (RFQ 10-3270) – Contract Purchase Agreement**

Memo from Buyer Tiffany Valdez and Assistant City Manager/Chief Finance Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 20-495 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND G W DEMOLITION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000982). Staff recommends the approval of a purchase agreement with G W Demolition Inc. for the materials and labor to complete the demolition project at 300 Taylor Street. The total cost of the agreement is \$69,477. Additionally, staff recommends authority for a 10% or \$6,947.70 construction contingency for a grand total of \$76,424.70. Funding is included in the FY2020-21 General Fund Rental Facilities - Renovation and Restoration capital improvement project.

CC #: 1165

File #: 0203-04

CONTACT: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Economic Development Director Laura Matteoli made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord to adopt RESOLUTION NO. 20-495 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND G W DEMOLITION INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF

THE CITY OF ROSEVILLE in the amount of \$69,477 plus 10% change order authority totaling \$76,424.70. The Motion Passed.

Roll call vote: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

#### 9.2. Electric Utility Wildfire Mitigation Plan

Memo from Electric Operations Manager Jason Grace and Electric Utility Director Michelle Bertolino recommending the City Council accept the Electric Utility Wildfire Mitigation Plan consultant's report. The purpose of the Electric Utility Wildfire Mitigation Plan is to ensure the safety of the public and City employees with regard to utility operations in areas at risk of wildfires.

CC #: 1181

File #: 0800-03

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

Assistant Electric Utility Director Paul Cummings introduced Scott .

Scott Eckardt - Independent Qualified Reviewer/Consultant from Dudek Environmental - made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to accept the Electric Utility Wildfire Mitigation Plan consultant's report. The Motion Passed.

Roll call vote: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

#### 9.3. Selection of the Next Vice Mayor - Drawing by Lots

Memo from City Clerk Sonia Orozco recommending the City Council direct the City Clerk to follow provisions of amended Charter Section 2.03 establishing that the City's current vice mayor shall be selected by drawing of lots from all the districts. The drawing will determine who will be seated as vice mayor for a two-year term. Following each general municipal election after 2020, a vice mayor shall be seated by rotation in sequential order of the five districts. Vice Mayor Krista Bernasconi will not be included in the drawing of lots as she will be seated as mayor from December 9, 2020 until certification of the next general municipal election in 2022.

CC #: 1159

File #: 0102-09

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

City Attorney Robert Schmitt and City Clerk Sonia Orozco placed district numbers (excluding District 4 where the current Mayor resides) into a bag in order to draw the district number for Vice Mayor.

City Clerk Sonia Orozco drew District number 3 which is represented by Councilmember Bruce Houdesheldt. Councilmember Bruce Houdesheldt will service as Vice Mayor for two years until the November 2022 election and then will serve as Mayor for the remainder of his term in 2024.

City Clerk Sonia Orozco swore in Councilmember Bruce Houdesheldt as Vice Mayor.

Vice Mayor Bruce Houdesheldt made comments. Members of the City Council congratulated Vice Mayor Houdesheldt.

## **10. COUNCIL REPORTS / PUBLIC COMMENTS**

Public Comment received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) summarized by Deputy City Manager Megan Sheid:

Areej Khan - Inquired what is the city doing to enforce the guidelines on non-complying businesses and inquired what is the most efficient way to report violations of guidelines. City Manager Dominick Casey responded residents should call 211 to report violations.

Public Comment received at 916-774-5353:

Nick Bryant - Stated businesses should be open and in opposition to Governor's orders.

Councilmember Comments:

Greater Sacrament Economic Development Corporation Paving the Way Award - Vice Mayor Bruce Houdesheldt reported.

Quite a Year - Vice Mayor Bruce Houdesheldt spoke on moving forward, being nimble and adaptive, supporting business communities, and in appreciation of living in Roseville.

Merry Christmas, Happy Hanukkah, Happy New Year - Vice Mayor Bruce Houdesheldt, Councilmember Scott Alvord, Councilmember Pauline Roccucci, Councilmember Tracy Mendonsa and Mayor Krista Bernasconi expressed sincere wishes for happy holidays.

District Representation Confusion - Councilmember Pauline Roccucci reported on resident confusion on who to contact for concerns, and spoke that residents can call any councilmember irrespective on what district they live in, and that the City Council represents the community as a whole regardless of what district the resident lives in.

Vice Mayor Congratulations - Councilmember Tracy Mendonsa expressed well

wishes to Vice Mayor Bruce Houdesheldt and announced he was looking forward to serving on the City Council.

Congratulations to Vice Mayor Bruce Houdesheldt - Councilmember Scott Alvord and Mayor Krista Bernasconi expressed congratulations.

COVID Outlook - Councilmember Scott Alvord encouraged community to work together as the county and region has broken records for deaths and hospitalizations.

Mayor/Councilmember Swearing-in Ceremony - Mayor Krista Bernasconi spoke on event earlier in the month and on serving the community in the upcoming two years under a one Roseville mentality as councilmembers and the mayor serve the whole community.

Welcome to New Councilmember Tracy Mendonsa - Mayor Krista Bernasconi offered congratulations.

Operations of Hotels/Motels on Harding Boulevard and Parts of Sunrise Corridor - Mayor Krista Bernasconi inquired whether a report would be given in the near future. City Manager Dominick Casey reported that staff has met with the hotels/motels in that corridor and a report will be brought make to the City Council early next year.

## **11. ADJOURNMENT**

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt to adjourn the meeting at 7:37 p.m. The Motion Passed.

Roll call vote: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi





## **MINUTES**

January 13, 2021

### **LEGISLATIVE PLATFORM WORKSHOP**

4:30 p.m.

**CITY COUNCIL**

6:00 p.m.

Council Chambers

311 Vernon Street

Roseville, California

[www.roseville.ca.us/CORTV](http://www.roseville.ca.us/CORTV)

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

Dial in Phone Number: 916-774-5353

Email: [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us)

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

#### **1. CALL TO ORDER**

Mayor Krista Bernasconi called the meeting to order at 4:30 p.m.

#### **2. ROLL CALL**

Present: Alvord, Mendonsa, Houdesheldt, Roccucci, Bernasconi

#### **3. PLEDGE OF ALLEGIANCE**

Councilmember Scott Alvord led the Pledge of Allegiance.

#### **4. MEETING PROCEDURES**

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

## **5. PRESENTATIONS**

### **5.1. Legislative Platform Workshop**

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

Deputy City Manager Megan MacPherson Scheid introduced Government Relations Administrator Mark Wolinski.

Government Relations Administrator Mark Wolinski introduced Mark Miller of the Ferguson Group.

Mark Miller, Ferguson Group - provided a federal overview of anticipated upcoming legislation:

- COVID direct relief funding for cities and counties
- Major infrastructure bill which will include transportation and water
- Paycheck Protection Program providing 100% forgivable loans available to smaller business
- Large Housing Relief funding available
- Congress earmarking specific projects in appropriation and authorization bills for cities, counties, and states
- Cybersecurity and telecom topics being discussed by the legislature and administration

Government Relations Administrator Mark Wolinski introduced Jason Gonsalves of Joey Gonsalves and Sons.

Jason Gonsalves, Joey Gonsalves and Sons - provided a state anticipated upcoming legislation:

- Unprecedented unscheduled recesses by the state legislature resulted in far fewer bills were signed by the governor
- Proposition 22 - most expensive proposition ever passed in the history of the United States causing large undercurrent of legal battles
- Makeup of the Assembly is 60 Democrats, 19 Republicans, 1 Independent
- Makeup of the Senate is 30 Democrats, 9 Republicans, 1 Vacancy
- There will be a handful of special elections in California that could change the makeup of the legislature and agency secretaries
- Timeline to submit language to legislative Council has been compressed
- Governor released a 227 billion dollar state budget including a \$34 billion surplus and rainy day fund that did not include COVID relief for local government
- Focus for both houses will continue to be COVID relief, eviction moratorium extensions, housing, homelessness, and public safety and an early trend is appearing for tax holidays on back-to-school supplies and associated expenses
- Unknown potential impacts resulting from multiple changes in governor's administration

Government Relations Administrator Mark Wolinski provided highlights of legislation:

State and Federal Funding Requests

- Regional road and highway improvements such as I-80 /Hwy-65 Interchange, Hwy-65 widening, and Placer Parkway
- Fleet electrification including vehicles, charging facilities, tools, and training
- Complete agreement execution for the Water Infrastructure Finance and Innovation Act application that would expand the City's recycled water and ground water programs
- Technologies and projects that ensure water treatment and conveyance is resilient to climate and other natural disaster impacts, including power disruptions and other threats

Government Relations Administrator Mark Wolinski introduced Electric Utility Government Relations Administrator, Amber Blixt, who continued the presentation:

Legislative Platform (Electric Utility) - Proposed Modifications

- Added amendments that specify importance of economic development, business retention, and expansion
- Supporting flexibility in existing programs, rather than more restrictions

Legislative Platform (Electric Utility) - Critical Concerns

- Deleted concerns regarding the phasing out of natural gas generation
- Added language regarding the monitoring of impacts of suspending electric disconnections for non-payment to Roseville Electric and its customers and any proposed legislation that would result in state or federal mandates
- Added language providing infrastructure to meet California's zero emission vehicle goals
- Added language to recognize the continued importance of local control and the ability to make resource decisions at the local level as they pertain to wildfires, power outages, and heatwaves
- Deleted language on overturning FCC order on pole attachments

Utility Government Relations Administrator, Amber Blixt, introduced Utility Government Relations Administrator Marisa Tricas, who continued the presentation.

Legislative Platform (Environmental Utilities) - Proposed Modifications:

- Expanded the Resiliency, Greenhouse Gas and Sustainability section to include approaches that optimize the City's response to climate-related emergency events such as drought
- Have applied for \$33M in federal funds and submitted application to expand the City's aquifer storage and recovery program and optimize the City's recycled water programs
- First time inclusion of wastewater/recycled water platform to diversify the City's water portfolio

Legislative Platform (Environmental Utilities) - Concerns:

- Added component that the legislature continue to consider scientifically

sound policy that works to monitor community health and prioritizes public and the economic throughout the remainder of the pandemic

Government Administrator Mark Wolinski continued the presentation.

Legislative Platform (Other City Departments and Citywide) - Modifications:

- Advocating for additional pandemic stimulus funding that goes directly to local government
- Oppose legislation that restricts the City's ability to dispose of real property or retain control over how the property is used

Legislative Platform (Other City Departments and Citywide) - Concerns:

- Actions or proposed legislation that dictates the redistricting process
- Legislation mandating how housing is developed

No public comment received.

Meeting recessed at 5:07 p.m.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to adopt the Legislative Report as presented. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

5.2. City Response to COVID-19

CONTACT: Dominick Casey 916-774-5362 [dcasey@roseville.ca.us](mailto:dcasey@roseville.ca.us)

Meeting reconvened at 6:00 p.m.

Mayor Krista Bernasconi read a joint unified statement of the City Council in response to the actions that occurred at the White House on January 6, 2021.

City Manager Dominick Casey made the presentation to the City Council.

Situational Update - National

- Congress passed a \$900 billion COVID-19 relief and stimulus funding bill:
  - Included is \$325M for the paycheck protection program
  - In effect through March 31, 2021, this program provides eligible small businesses with government-backed interruption loans, which could then be forgiven
  - Changes made by Congress expand program eligibility to certain nonprofits, expand expenses allowable for forgiveness, streamline the forgiveness process, and clarify loan terms and tax treatment

Situational Update - State

- The rate of new COVID-19 hospital admissions has declined from approximately 3,500 per day to 2,500 per day over the last two days
- In the afternoon of January 12, 2021, Governor Newsom announced that the

stay-at-home order the Sacramento Region would be lifted on January 13, 2021

- Each county within the region reverts to the appropriate tier under the previous state framework (yellow, orange, red, purple)
- The state has deployed technical assistance teams to help with decompression, space, equipment, supplies, staff, oxygen and more throughout the state. More than 2,000 medical professionals have been deployed, with an additional 1,000+ in the days ahead
- The Governor proposed more than \$300 million in the state budget to support the distribution and placement of the vaccine, as well as several billion dollars to help with recovery
- New COVID strain
  - The new strain has been detected in California
  - Contact tracing and disease investigation are currently underway
  - Early data shows the strain may be more contagious, but not more severe
  - The CDC believes COVID-19 vaccines will protect against the new strain

#### Situational Update - Local

7-day positivity rate is 13.5%

7-day average daily case rate is 49.7 cases per 100,000

ICU capacity is 1.9%

- Effective today, the City reverts to Tier 1 - Widespread (Purple)
  - 7-day average case rate of 7.0+ per 100,000
  - 7-day positivity rate of 8.0%+
- Tier 1 - Widespread (Purple):
  - Hair salons and barbershops open, with modifications
  - Personal care services open, with modifications
  - Retail open indoors at 25% capacity, with modifications
  - Restaurants open outdoors only, with modifications
  - Movie theaters outdoors only, with modifications
  - gyms and fitness centers open outdoors only, with modifications
  - Family entertainment centers outdoors only, with modifications
  - Bars must remain closed
  - Offices, remote work
- Vaccine Update:
  - Placer County has allocated over 14,000 first doses (both Pfizer and Moderna)
  - Private and public partners are administering the vaccine
  - All three tiers of Phase 1A are in progress

Additional information on COVID-19 can be found at:

[www.roseville.ca.us](http://www.roseville.ca.us)

[www.placer.ca.gov](http://www.placer.ca.gov)

[www.cdph.ca.gov](http://www.cdph.ca.gov)

For information only. No action taken.

## 6. PUBLIC COMMENTS

The following Public Comment was received at 916-774-5353:

La Mills Garrett, Resident - Requested a memorial be created for the Roseville residents that died from COVID-19.

Steven Beach, Roseville - Requested the City place a measure on November 2022 General Election ballot allowing marijuana dispensaries.

Roseville Allies for Justice Member - Requests City Council enact an ordinance requiring the Roseville Police Department to annually compile data on all employees regarding their direct association and family connection with extremists or hate groups as identified by an independent outside firm with experience identifying hate and extremist groups and the results be publicly available and reported on an annual basis.

(Inaudible First Name) Campos - Spoke on lack of action by City Council to denounce racism and violence within the Roseville community and in alleviating the fears of individuals who did not support the re-election of President Trump, and require the Roseville Police Department to annually compile data on all employees regarding their direct association and family connection with extremists or hate groups.

La Mills Garrett, Resident - Spoke on concerns of Roseville residents on City Council's complacency on the attack on the White House.

Venue Mallesara - Spoke on being proud to be a Hindu American residing in West Roseville and spoke on his non-profit social and cultural organization called Hindu Swayamsevak Sangh (HSS) and spoke that HSS believes in the concept called **"Whole World is One Family"** and has been doing several community activities by delivering masks to the first responders during early COVID times and also donating food and toiletries to the Gathering Inn. over the years.

The following Public Comments were received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) and read into the record by Deputy City Manager Megan MacPherson:

Tucker Salazar - Spoke on concerns of the County's Whole Person Care program.

Doug Wagemann, Cochrane and Wagemann Funeral Home - Inquiring if City Council can help expedite vaccinations for funeral home providers.

Anonymous - Takes exception to City Council's statement on the U.S. capitol attack and would like the City Council to focus on the governor's lockdown orders.

Venue Mallesara - Would like to offer his organization's services to the City.

## 7. CONSENT CALENDAR

## BEGINNING OF CONSENT CALENDAR

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to approve the items on the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

### Resolutions

#### 7.1. John L. Sullivan Park - Notice of Completion

Memo from Park Development Analyst Heather Buck and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-003 ACCEPTING THE PUBLIC WORK KNOWN AS THE JOHN L. SULLIVAN PARK PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department has made a final inspection of the John L. Sullivan Park Project (formerly parksite WB-51) and has found that all contract work has been completed in accordance with the improvement plans and specifications. The project is now ready for acceptance. This 4.5 acre park is located at the intersection of Solaire Drive and Summerfaire Drive in the Sierra Vista Specific Plan. The project included a shaded picnic area, a concrete foosball table, two concrete cornhole courts, a practice disc golf goal, a half-court for basketball, a children's play area, adult fitness equipment, multi-use turf, landscape, and irrigation. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. The project was funded with monies from Westbrook Neighborhood Park Fund. Maintenance of the park will be funded from the Westbrook Community Facilities District No. 2 (Public Services).

CC #: 1200

File #: 0704-01

CONTACT: Heather Buck 916-774-5254 hcbuck@roseville.ca.us

#### 7.2. Maidu Soccer Fields Renovation Project - Funding and Use Agreement

Memo from Recreation & Libraries Supervisor Dustin DiPlacito and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-007 APPROVING A FUNDING AND USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND GRANITE BAY FC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Granite Bay FC will contribute \$40,625 to the Maidu Soccer Field Renovations project. The Parks, Recreation & Libraries Department created a Maidu Soccer Field Funding Agreement between the City and Granite Bay FC that memorializes the commitment. The City approved the Maidu Soccer Field Renovations project in February 2020 utilizing General Fund resources and contributions from partners, including \$40,625 from Granite Bay FC.

CC #: 1205

File #: 0900-07

CONTACT: Dustin DiPlacito 916-774-5923 ddiplacito@roseville.ca.us

7.3. Maidu Soccer Fields Renovation Project - Funding and Use Agreement

Memo from Recreation & Libraries Supervisor Dustin DiPlacito and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-006 APPROVING A FUNDING AND USE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE YOUTH SOCCER CLUB, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Roseville Youth Soccer Club has agreed to contribute \$121,875 to the Maidu Soccer Field Renovations project. The Parks, Recreation & Libraries Department created a Maidu Soccer Field Funding Agreement between the City and the Roseville Youth Soccer Club that memorializes the commitment. The City approved the Maidu Soccer Field Renovations project in February 2020 utilizing General Fund resources and contributions from partners, including \$121,875 from the Roseville Youth Soccer Club.

CC #: 1204

File #: 0900-07

CONTACT: Dustin DiPlacito 916-774-5923 ddiplacito@roseville.ca.us

7.4. Conflict of Interest Disclosure Amendment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending the City Council adopt RESOLUTION NO. 21-008 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 20-010. The Fair Political Practices Commission requires local government agencies to adopt and implement a conflict of interest code which establishes categories of public officials and employees who must disclose their personal financial interests. Filing of Statements of Economic Interest (Form 700) enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in government decisions that have a reasonably foreseeable material financial effect on his or her personal interests. The California Government Code requires local agencies to annually review its Conflict of Interest Code to accurately reflect required filers of (Form 700) as designated by the City Attorney. Council adopted the last update in January 2020. There is no fiscal impact.

CC #: 1203

File #: 0503-02

CONTACT: Audrey Byrnes 916-774-5268 abyernes@roseville.ca.us

**Ordinances (for introduction and first reading)**

7.5. Municipal Code Amendments - Consistency with the City Charter

Memo from Assistant City Attorney Michelle Sheidenberger and City Attorney



Robert Schmitt recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.06.020 OF CHAPTER 2.06 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MUNICIPAL ELECTIONS, REPEALING CHAPTER 2.34 OF TITLE 2 OF THE ROSEVILLE MUNICIPAL CODE REGARDING INDEPENDENT REDISTRICTING COMMISSION, AND AMENDING SECTIONS 4.12.090, 4.12.095 AND 4.12.100 OF CHAPTER 4.12 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PURCHASING SYSTEM FOR CONSISTENCY WITH THE CITY CHARTER. On November 3, 2020, Roseville voters approved nine amendments to the City Charter. Due to the adoption of these amendments, various revisions are needed to the Roseville Municipal Code in order to make the Code consistent with these new Charter amendments. There is no fiscal impact associated with adoption of this ordinance.

CC #: 1197

File #: 0502-06

CONTACT: M. Sheidenberger 916-774-5325 msheidenberger@roseville.ca.us

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
|--------------------------------|

## **8. SPECIAL REQUESTS/REPORTS/PRESENTATION**

### **8.1. Roseville Community Development Corporation - Annual Corporate Update, Reappointment of Director, and Direction to Wind-Up and Dissolve**

Memo from Development Services Director Mike Isom and Roseville Community Development Corporation Chief Executive Officer recommending the City Council adopt RESOLUTION NO. 21-004 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ASSIST IN THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION (RCDC) DISSOLUTION PROCESS AND ALL ACTIONS NECESSARY FOR THE DISPOSITION OF THE CITY'S LOAN; and adopt RESOLUTION NO. 21-005 RESOLUTION TO WIND UP AND DISSOLVE RESOLUTION OF THE SOLE MEMBER OF ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC., A CALIFORNIA NONPROFIT CORPORATION. This item provides the required annual update to the City Council regarding the Roseville Community Development Corporation's (RCDC) FY2020-21 budget and its FY2019-20 audited financial statement report, consistent with the RCDC bylaws. The Council is also requested to take action to reappoint Director Howard Rudd to the RCDC Board of Directors for a term to expire February 2024 or upon dissolution of the corporation, whichever occurs first. Lastly, staff is requesting direction from the Council to begin the process to wind-up and dissolve the RCDC. The Roseville Community Development Corporation is a private, charitable, nonprofit Section 501(c) (3) corporation. The RCDC is focused on physical, economic and educational development through the community to create expanded employment, economic prosperity and housing opportunities. Its focus has been to help the City of Roseville achieve the revitalization goals through the reuse of existing buildings or new construction in Roseville's downtown. Board members are appointed by the

Roseville City Council and receive no compensation for their service. The RCDC has generated nearly \$1.2 million in tangible financial return to the City to date, in addition to intangible benefits to the citywide economy.

CC #: 1201

File #: 0103-15-02

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

Development Services Director/Roseville Community Development Corporation Chief Executive Officer Mike Isom made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-004 AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ASSIST IN THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION (RCDC) DISSOLUTION PROCESS AND ALL ACTIONS NECESSARY FOR THE DISPOSITION OF THE CITY'S LOAN; and adopt RESOLUTION NO. 21-005 RESOLUTION TO WIND UP AND DISSOLVE RESOLUTION OF THE SOLE MEMBER OF THE ROSEVILLE COMMUNITY DEVELOPMENT CORPORATION, INC., A CALIFORNIA NONPROFIT CORPORATION, and; to reappoint Director Howard Rudd to the RCDC Board of Directors for a term to expire February 2024 or upon dissolution of the corporation, whichever occurs first, and provide staff direction to begin the process to wind-up and dissolve the RCDC. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

#### 8.2. Harry Crabb Park Phase 2 Project - Notice of Completion

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-002 ACCEPTING THE PUBLIC WORK KNOWN AS THE HARRY CRABB PARK PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff has made a final inspection of the Harry Crabb Park Phase 2 project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was partially provided through the Citywide Park Fund and was allocated in the FY2014-15 budget. An interfund loan from the Automotive Replacement Fund was approved at contract award. Savings recognized in FY2018-19 and FY2019-20 from the Roseville Finance Authority's 2017A bond refunding associated with the Stoneridge and Crocker Ranch community was also allocated to the project. The repayment of Loan A42 will be applied at an annual amount through the Roseville

Finance Authority's 2017A (Stoneridge and Crocker Ranch) bond refunding. Maintenance of the Phase 2 acreage and amenities will be a new obligation funded by the additional General Fund resources provided by the voter-approved Measure B half-cent local sales tax.

CC #: 1199

File #: 0704-01

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

Items 8.2 and 8.3 were heard concurrently.

Park Planning and Development Superintendent Tara Gee made the presentation to the City Council.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to adopt RESOLUTION NO. 21-001 ACCEPTING THE PUBLIC WORK KNOWN AS THE CENTRAL PARK PHASE 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

### 8.3. Central Park Phase 3 Project - Notice of Completion

Memo from Park Development Analyst Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 21-001 ACCEPTING THE PUBLIC WORK KNOWN AS THE CENTRAL PARK PHASE 3 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. Staff has made a final inspection of the Central Park Phase 3 project and has found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. In accordance with City specifications, the contractor shall guarantee the installation of these improvements for a period of twelve (12) months from the date of this Notice of Completion. Funding for the project was provided through the Citywide Park Fund and was allocated in the FY2014-15 budget, in combination with funding through the Public Facilities Fund. Maintenance of the Phase 3 acreage and amenities will be a new obligation funded by the additional General Fund resources provided by the voter-approved Measure B half-cent local sales tax.

CC #: 1198

File #: 0704-01

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

Items 8.2 and 8.3 were heard concurrently.

Park Planning and Development Superintendent Tara Gee made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Tracy Mendonsa, to adopt RESOLUTION NO. 21-002 ACCEPTING THE PUBLIC WORK KNOWN AS THE HARRY CRABB PARK PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PARKS, RECREATION AND LIBRARIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

## **9. APPOINTMENTS**

### **9.1. Board and Commissions Bi-Annual Vacancies**

Memo from Deputy City Clerk Katrina Six and City Clerk Sonia Orozco recommending the City Council appoint five (5) individuals to the Board of Appeals to terms expiring December 31, 2024 from the applications received from: Pete Constant, Jason Douglas, Deanna Erdman, Bruce Hagler, Debbie Leong, Stephanie Nunez, Andrea Seminer, Richard Stalker, and Brian Stenklyft; appoint two (2) individuals to the Library Board to terms expiring December 31, 2024 from the applications received from: Renee Ambrozy, Neil Pople, Laxmi Rao, and Kayla Scott; appoint four (4) individuals to the Parks & Recreation Commission to terms expiring December 31, 2024 from the applications received from: Nick Alexander, Stanley Ambrozy, Matthew Bridge, Sandra Pollack-Cushing, Monique Cuvelier, John "Corey" Eames, Renee Erwin, Mike Esparza, Debbie Leong, Richard Ortiz, Neva Marie Parker, Neil Pople, John Rector, Sharon Sims, Richard Stalker, and Vicken Yanikian; appoint three (3) individuals to the Personnel Board to terms expiring December 31, 2024 from the applications received from: Robert Brittany, Kathleen Crawford, Basil Deem, Herbert Long, Sr., Stephanie Nunez, Nicholas O'Neill, and Charles Sandoval; appoint four (4) individuals to the Senior Commission to terms expiring December 31, 2024 from the applications received from: Renee Ambrozy, Kathleen Crawford, Bobbi Knapp, and Brian Parry; appoint three (3) individuals to the Transportation Commission to terms expiring December 31, 2024 from the applications received from: Jason Douglas, Audrey Huisking, Kenneth Isenhower III, Nicholas O'Neill, Derek Pell, and Jason Probst.

CC #: 1202

File #: 0103 & 0103-41-02 & 0103-04-02 & 0103-05-02 & 0103-06-02 & 0103-13-02 & 0103-12-02

CONTACT: Katrina Six 916-774-5267 [kmsix@roseville.ca.us](mailto:kmsix@roseville.ca.us)

City Clerk Sonia Orozco made the presentation to the City Council.

No public comment received.

Motion by Pauline Rocucci, seconded by Tracy Mendonsa, to appoint Pete Constant, Deanna Erdman, Bruce Hagler, Andrea Seminer, and Brian Stenklyft to the Board of Appeals to terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to appoint Laxmi Rao, and Kayla Scott to the Library Board to terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

Motion by Pauline Rocucci, seconded by Scott Alvord, to appoint Nick Alexander, Matthew Bridge, Mike Esparza, and Sandra Pollack-Cushing to the Parks and Recreation Commission to terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

Motion by Pauline Rocucci, seconded by Bruce Houdesheldt, to appoint Robert Brittany, Herbert Long, Sr., and Charles Sandoval to the Personnel Board to terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

Motion by Bruce Houdesheldt, seconded by Pauline Rocucci, to appoint Renee Ambrozy, Kathleen Crawford, Bobbi Knapp, and Brian Parry to the Senior Commission with terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

Motion by Bruce Houdesheldt, seconded by Scott Alvord, to appoint Audrey Huisking, Kenneth Isenhower III, and Jason Probst to the Transportation Commission to terms expiring December 31, 2024. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Rocucci

## **10. DEPARTMENT UPDATES**

### **10.1. Environmental Utilities Department**

CONTACT: Richard Plecker 916-746-1719 [rplecker@roseville.ca.us](mailto:rplecker@roseville.ca.us)

Environmental Utilities Director Rich Plecker made the presentation to the City Council.

No public comment received.

Item for information only. No action taken.

## **11. COUNCIL REPORTS / PUBLIC COMMENTS**

Auxiliary Board and Commission Assignments - Councilmember Scott Alvord spoke on new roles.

Social Media - Councilmember Scott Alvord spoke on dialogue and reminded community the City Council is a non-partisan representation board and that the City Council represents the entire community.

Congratulations to Board and Commission Appointees - Councilmember Tracy Mendonsa congratulated appointees and thanked all applicants.

Roseville Accolades - Councilmember Tracy Mendonsa spoke on quality of life and on outstanding community values.

Hopeful to Have Stay-At-Home Order Lifted - Councilmember Pauline Roccucci spoke on anticipation of being able to be in the community and encouraged residents to be safe and healthy.

Technology Upgrades to City Council Chambers - Mayor Krista Bernasconi spoke on new technologies and thanked staff from Media/Public Affairs and vendors for their efforts working over the holidays to install new equipment.

Martin Luther King Holiday - Mayor Krista Bernasconi announced virtual events and spoke to installing non-violence as aspired to by Reverend King.

Hotels/Motels on Harding Boulevard - Mayor Krista Bernasconi spoke on data provided regarding problematic behavior with an extraordinary amount of calls for service. City Manager Dominick Casey applauded Police Department and spoke to crime mapping which helps identify problematic areas. Letters have been sent to hotels/motels requesting compliance issues be rectified.

No additional Public Comment received.

## **12. ADJOURNMENT**

Mayor Krista Bernasconi adjourned the meeting at 8:14 p.m.



## **MINUTES**

January 20, 2021

### **CITY COUNCIL MEETING**

6:00 p.m.

Council Chambers

311 Vernon Street

Roseville, California

[www.roseville.ca.us/CORTV](http://www.roseville.ca.us/CORTV)

Councilmembers may teleconference pursuant to Executive Order N-29-20. Members of the public may view the meeting on Comcast channel 14, Consolidated Communications channel 73 and AT&T U-verse. City Council meetings are also video streamed live and are available on the City's website and YouTube channel. Members of the public may offer public comment by the following means:

Dial in Phone Number: 916-774-5353  
Email: [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us)

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

#### **1. CALL TO ORDER**

Mayor Krista Bernasconi called the meeting to order at 6:00 p.m.

#### **2. ROLL CALL**

Present: Alvord, Mendonsa, Houdesheldt, Roccucci, Bernansconi

#### **3. PLEDGE OF ALLEGIANCE**

Mayor Krista Bernasconi led the Pledge of Allegiance.

#### **4. MEETING PROCEDURES**

City Clerk Sonia Orozco announced the procedures for addressing the City Council.

## **5. PRESENTATIONS**

### **5.1. Response to COVID-19**

CONTACT: Dominick Casey 916-774-5362 [dcasey@roseville.ca.us](mailto:dcasey@roseville.ca.us)  
Dr. Rob Oldham Placer County Health and Human Services/Interim  
Health Officer [roldham@placer.ca.gov](mailto:roldham@placer.ca.gov)

City Manager Dominick Casey introduced Placer County Interim Health and Human Services Director Rob Oldham.

Placer County Interim Health Director Rob Oldham made the presentation to the City Council.

Placer County Health and Human Services representative Mike Romero continued the presentation to the City Council.

Public Comments received at 916-774-5353:

Kathleen Crawford - Roseville - Spoke on enforcement of health guidelines, targeting younger groups to obtain vaccination, and that Sun City residents are having positive experiences at vaccination clinic held at the Placer County site at the Grounds in Roseville.

Lisa Larkin - Roseville - Spoke on community leaders complying with health orders, on positive experience at vaccination clinic, and on prioritizing cancer patients and caregivers to get vaccine.

Public comment received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) was summarized by Deputy City Manager Megan Scheid:

Anonymous - Church that is not in compliance was referred to.

Debby Ferguson - Inquired if second doses of vaccines will be prioritized.

Bruce Holder - Inquired what day vaccine arrives.

Item for information only. No official action taken by the City Council.

## **6. PUBLIC COMMENTS**

Public Comment received at 916-774-5353:

Brooke James - Spoke on Whole Person Care program and requested Roseville send a letter to the Placer County Board of Supervisors to condemn activity.

LaMills Garrett - Thanked City Manager for COVID presentation, and spoke to a tool called home equity for affordable home ownership verses affordable rental housing.



Nick Bryant - Spoke on need to repair potholes.

Lisa Larkin - Spoke in support of Roseville implementing police worn body cameras.

Public Comment received at [publiccomment@roseville.ca.us](mailto:publiccomment@roseville.ca.us) was summarized by Deputy City Manager Megan Scheid:

Nicole Zosa - Inquired if City is planning to sell homes owned by TGI Housing/AMI housing and voiced displeasure of living close to home owned by TGI in Fiddymment Farms neighborhood.

## 7. CONSENT CALENDAR

|                                      |
|--------------------------------------|
| <b>BEGINNING OF CONSENT CALENDAR</b> |
|--------------------------------------|

City Clerk Sonia Orozco addressed the procedures to approve the Consent Calendar.

Motion by Scott Alvord, seconded by Pauline Roccucci, to remove item 7.21 Appointments - City Council Auxiliary Positions for separate discussion and action and approve the remainder of the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

### Bids / Purchases / Services

#### 7.1. Electrical Maintenance and Repair Services - Contract Purchase Agreement

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-009 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VASKO ELECTRIC INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001012). Staff recommends approval of a Contract Purchase Agreement with Vasko Electric Inc. to provide electrical maintenance and repair services. This is the final optional year of a 2016 awarded agreement with Vasko Electric Inc. The amount of the new agreement is \$105,000, bringing the total not-to-exceed amount to \$505,000. Funding is included in the Roseville Electric approved budget for FY2020-21.

CC #: 1210

File #: 0203-04

CONTACT: Tisha Chinn 916-774-5702 [tchinn@roseville.ca.us](mailto:tchinn@roseville.ca.us)

#### 7.2. Glycerin Based Carbon (RFQ 10-3275) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial

Officer recommending the City Council adopt RESOLUTION NO. 21-020 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ENVIRONMENTAL OPERATING SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (30000998). Staff recommends Council approve a contract purchase agreement with Environmental Operating Solutions, Inc. to supply and deliver glycerin based carbon to the Environment Utilities Dry Creek Wastewater Treatment Plant. The initial contract award is \$113,022 and funding is included in the Environmental Utilities Dry Creek Wastewater Treatment Plant FY2020-21 budget. Staff requests authorization for four optional renewal years without further Council approval, pending Council's approval of the yearly budget.

CC #: 1229

File #: 0203-03

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

7.3. Pleasant Grove Substation #2 15kV Metal-clad Switchgear (RFQ 10-3266) - Contingency Authorization

Memo from Purchasing and Warehouse Manager Shannon Wiest and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-011 AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS TO CONTRACT PURCHASE AGREEMENT (3000929). Staff requests the approval of change orders with Crown Technical Systems for up to 5% of the original contract amount, or \$48,386.05, as a contingency. If utilized, this contingency will increase the contract purchase agreement from \$967,721.22 to a not-to-exceed total of \$1,016,107.27. Funding is included in the Electric Department's FY2020-21 Capital Improvement Program budget.

CC #: 1214

File #: 0203-07-01

CONTACT: Shannon Wiest 916-774-5705 swiest@roseville.ca.us

7.4. Roseville Energy Park Card Key Access Control System - Sole Source Contract Purchase Agreement

Memo from Administrative Technician Tisha Chinn and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-013 APPROVING A SOLE SOURCE CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHNSON CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001034). Staff recommends Council approve a sole source contract purchase agreement with Johnson Controls, Inc. This project is to upgrade the Roseville Energy Park's card key access control system. The total cost of this project is \$98,514.95. Funding for this project is included in the FY2020-21 Electric Fund budget.

CC #: 1216

File #: 0203-14

CONTACT: Tisha Chinn 916-774-5702 tchinn@roseville.ca.us

7.5. Scaffolding and Insulation Services (RFQ 10-3273) - Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-014 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PERFORMANCE MECHANICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000996). Staff requests approval of a contract purchase agreement with Performance Mechanical, Inc. as the only bid received to provide scaffolding and insulation services at the Roseville Electric Park. The total cost is \$30,057.67. Funding is included in the Electric Department's FY2020-21 Capital Improvement Plan Budget.

CC #: 1217

File #: 0203-07

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

7.6. Time and Attendance System Project - Contract Purchase Agreement Amendment

Memo from ERP Project Manager Nafees Coleman and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 21-017 APPROVING AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT BETWEEN CITY OF ROSEVILLE AND WORFORCE SOFTWARE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000521). Staff recommends an amendment to the contract purchase agreement with Workforce Software, LLC for the installation and implementation of the Workforce Suite, which includes: Timekeeping, Scheduling, and Leave Management modules. This amendment provides changes to the methodology for upgrading the Workforce system. New product releases will be provided quarterly and will automatically get applied to the City's test environment. There is no fiscal impact as no additional funding is being requested.

CC #: 1222

File #: 0200

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

7.7. Vehicle Purchase Orders

Memo from Fleet Manager Brian Craighead and Public Works Director Jason Shykowski recommending the City Council approve a purchase order to Napa Valley Ford Lincoln Mercury, Inc. dba Napa Ford for one Ford Explorer utilizing RFQ 10-3281 in the amount of \$30,797; and approve a purchase order to Oroville Ford, Inc. for one Ford Escape hybrid utilizing RFQ 10-3282 in the amount of \$31,176. Funding for these vehicles is included in the FY2020-21 Fleet Replacement budget.

CC #: 1224

File #: 0203-01

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

## **Resolutions**

### **7.8. Occupational Health Services - Professional Services Agreement**

Memo from Risk Manager David Rawe and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 21-010 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MOBILE-MED WORK HEALTH SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a professional services agreement for Occupational Health Services with Mobile-Med Work Health Solutions, Inc. Total compensation shall not exceed \$75,000 annually. The cost for these services is budgeted in the approved FY2020-21 budget. Costs for future year services will depend on Council approval of the budget each year.

CC #: 1213

File #: 0600

CONTACT: Dave Rawe 916-774-5207 drawe@roseville.ca.us

### **7.9. Occupational Health Services - Professional Services Agreement**

Memo from Risk Manager David Rawe and Human Resources Director Stacey Peterson recommending the City Council adopt RESOLUTION NO. 21-022 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE PERMANENTE MEDICAL GROUP, INC., DBA KAISER PERMANENTE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of a professional services agreement with The Permanente Medical Group, Inc. dba Kaiser Permanente for City-wide occupational health services. Total compensation shall not exceed \$75,000 annually. This cost is budgeted in the approved FY2020-21 budget.

CC #: 1231

File #: 0600

CONTACT: Dave Rawe 916-774-5207 drawe@roseville.ca.us

### **7.10. Sierra Vista Village JM-20 - Phase 3.1A - Notice of Completion**

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-016 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE JM-20 – PHASE 3.1A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS

OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1221

File #: 0400-04-12-01

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

7.11. Sierra Vista Community Facilities District - Phase 3A - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-015 RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA CFD – PHASE 3A PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING A PORTION OF THE DEDICATIONS OFFERED ON THE RECORDED MAPS OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 1219

File #: 0400-04-12-01

CONTACT: Troy Galvin 916-223-7441 jtgalvin@roseville.ca.us

7.12. Transfer of Real Property Between the City of Roseville and Placer County

Memo from Assistant Engineer Jerome Pastor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-025 AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED FOR A PORTION OF LAWTON AVENUE, AND ACCEPTING A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES ON BEHALF OF THE CITY OF ROSEVILLE; and RESOLUTION NO. 21-026 AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED FOR A PORTION OF BONNIE BRAE ACRES, AND ACCEPTING A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES ON BEHALF OF THE CITY OF ROSEVILLE; and RESOLUTION NO. 21-027 ACCEPTING REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF BONNIE BRAE ACRES VIA A QUITCLAIM DEED; and RESOLUTION NO. 21-028 ACCEPTING REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WASHINGTON BLVD AND ALL AMERICA CITY BLVD. VIA A QUITCLAIM DEED. Staff recommends Council approval for the transfer of real property between the City of Roseville and Placer County. As a result of the recently constructed indoor multi-purpose event facility @theGrounds, several improvements surrounding the County's property have and will be made to improve circulation on the adjacent roadways due to the expected increase

of traffic generated by the facility. As a result, four land swaps between the City and County are needed to ensure that the improvements are operated and maintained by the appropriate entity. There are no fiscal impacts associated with this action, and no General Fund resources will be used.

CC #: 1234

File #: 1004-02

CONTACT: Jerome Pastor 916-746-1300 [jpastor@roseville.ca.us](mailto:jpastor@roseville.ca.us)

7.13. Washington Blvd. at All America City Blvd. Roundabout Project - Adoption of Initial Study/Mitigated Negative Declaration, Adoption of the Mitigation Monitoring and Reporting Program, and Project Approval

Memo from Assistant Engineer Beth Taylor and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 21-024 ADOPTING THE INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE WASHINGTON BLVD. AT ALL AMERICA CITY BLVD. ROUNDABOUT PROJECT. Staff recommends Council also approve the project. The project scope includes the construction of a multilane roundabout, pedestrian and bike lane improvements including a multiuse trail, installation of new crosswalks on Washington Boulevard, landscaping, and aesthetic improvements. The project is estimated to cost \$4.5 million and will be funded with Congestion Mitigation and Air Quality Improvement funds and Transportation Development Act funds. No General Fund resources will be used for the project.

CC #: 1233

File #: 0900-04-02

CONTACT: Beth Taylor 916-746-1300 [bftaylor@roseville.ca.us](mailto:bftaylor@roseville.ca.us)

7.14. City of Roseville California Environmental Quality Act Procedures and Mitigating Policies and Standards Update

Memo from Environmental Coordinator Terri Shirhall and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 21-018 APPROVING THE UPDATED CITY OF ROSEVILLE CALIFORNIA ENVIRONMENTAL QUALITY ACT IMPLEMENTING PROCEDURES FOR THE PREPARATION, PROCESSING, AND REVIEW OF ENVIRONMENTAL DOCUMENTS AND APPROVING THE FINDINGS OF FACT FOR THE CITY OF ROSEVILLE MITIGATING POLICIES AND STANDARDS. Staff is requesting Council update the City's California Environmental Quality Act (CEQA) procedures to reflect the City's current environmental review process and address amendments to the State CEQA guidelines that have occurred over the past decade. Staff is requesting Council update the Mitigating Policies and Standards to ensure all of the City's updated regulations and ordinances are reflected. The proposed updates would have no impact on the City's General Fund.

CC #: 1223

File #: 0800-06

CONTACT: Terri Shirhall 916-774-5536 [tshirhall@roseville.ca.us](mailto:tshirhall@roseville.ca.us)

#### 7.15. Housing Inspection Services - Professional Services Agreement

Memo from Housing Analyst Kristine Faelz and Economic Development Director Laura Matteoli recommending the City Council adopt RESOLUTION NO. 21-019 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BUREAU VERITAS NORTH AMERICA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that Council approve a professional services agreement with Bureau Veritas North America, Inc. for the purpose of providing Housing Inspection Services funded by Community Development Block Grant, Home Investment Partnerships Program, and Housing and Urban Development funds. The not-to-exceed amount per year is \$37,440, while the total not-to-exceed maximum for a five-year period is \$187,200. No General Fund resources will be used.

CC #: 1228

File #: 0709

CONTACT: Kristine Faelz 916-774-5451 [kpfaelz@roseville.ca.us](mailto:kpfaelz@roseville.ca.us)

#### 7.16. Roseville Sanitary Landfill - Pledge of Revenue for Post-Closure Maintenance and/or Corrective Action

Memo from Refuse and Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 21-012 AUTHORIZING A PLEDGE OF REVENUE FOR POST-CLOSURE MAINTENANCE AND/OR CORRECTIVE ACTION REGARDING THE CLOSED ROSEVILLE SANITARY LANDFILL, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD. The City has maintained compliance of the Roseville Sanitary Landfill since its official closure in 1994. These funds are only to be used in the event the Central Valley Regional Water Control Board determines the site has not been maintained to the requirements outlined in the Waste Discharge Requirements. This resolution will require restricting \$698,720 in the Waste Services Operations Fund and will be adjusted annually for cost modifications and as required by Title 27.

CC #: 1215

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 [dwhittington@roseville.ca.us](mailto:dwhittington@roseville.ca.us)

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

#### 7.17. Hazardous Materials Detection Equipment - Grant Award and Budget Adjustment

Memo from Assistant Chief Brian Diemer and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 21-023 ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY THROUGH THE PLACER COUNTY OFFICE OF EMERGENCY SERVICES FOR HAZARDOUS MATERIAL DETECTION EQUIPMENT; and adopt ORDINANCE NO. 6321 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL

YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the acceptance of a grant from the U.S. Department of Homeland Security through the Placer County Office of Emergency Services in the amount of \$54,523 and adopt an ordinance to approve a budget adjustment in the same amount to purchase hazardous materials detection equipment. No matching funds are required and there is no impact to the General Fund.

CC #: 1232

File #: 0214 & 0201-01

CONTACT: Brian Diemer 916-746-1392 [ddiemer@roseville.ca.us](mailto:ddiemer@roseville.ca.us)

7.18. Community Facilities Districts/Downtown Roseville Property Business Improvement District True-up to Levies - Budget Adjustment

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6317 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended budget adjustment trues up the budgets after updated expenditure estimates, including pay-as-you-go developer reimbursements, developed parcel counts and levy credits have been taken into consideration for each district. These adjustments help align the FY2020-21 budgeted amounts with the amounts submitted to Placer County for the property tax roll. The impact of the budget adjustments on the fund balance of the General Fund is a net increase of \$2,753 in additional revenue from Community Facilities District No. 3, Municipal Services.

CC #: 1208

File #: 0201-01 & 0206-03

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

Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

7.19. Roseville Power Plant No. 2 Rehabilitation - Professional Services Agreement and Budget Adjustment

Memo from Senior Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending the City Council adopt RESOLUTION NO. 21-021 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INTEGRATED ENGINEERS AND CONTRACTORS CORPORATION DBA IEC CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6320 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment and a professional services agreement with IEC Corporation for the Roseville Power Plant No. 2 Rehabilitation. The cost of the agreement will not exceed \$9,500,000 from the date of award through the



completion of rehabilitation activities. Work is contingent upon funds availability and at the City's sole discretion. The recommended budget adjustment of \$4,700,000 will augment the existing \$2,053,471 included in the Electric FY2020-21 capital improvement budget for the initial work tasks.

CC #: 1230

File #: 0900-03-01 & 0201-01

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

## **Ordinances (for second reading and adoption)**

### 7.20.Second Reading of Ordinance – 2020 Speed Limit Ordinance Update

ORDINANCE NO. 6318 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 11.28.010 OF CHAPTER 11.28 OF TITLE 11 OF THE ROSEVILLE MUNICIPAL CODE REGARDING SPEED LIMITS, for second reading and adoption.

CC #: 1218

File #: 0316-04

CONTACT: Jana Cervantes 916-774-5498 jcervantes@roseville.ca.us

## **Reports / Requests**

### 7.21.Appointments - City Council Auxiliary Positions

Memo from City Clerk Sonia Orozco recommending the City Council approve the appointment of councilmembers to various auxiliary positions on regional and local agencies, boards, commissions, committees, and joint power authorities.

CC #: 1207

File #: 0102-12

CONTACT: Sonia Orozco 916-774-5269 sorozco@roseville.ca.us

item removed by Mayor Krista Bernasconi to modify one appointment on list.

Mayor Krista Bernasconi requested list be modified by appointing the Mayor to serve on the Sacramento Area Council of Governments (SACOG) Transportation Committee.

No public comment received.

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to approve the modification to the list of auxiliary appointments to appoint Mayor Krista Bernasconi to the SACOG Transportation Committee. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

### 7.22.Local Agency Special Tax and Bond Accountability Act Reports

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council accept the informational reports as required by Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act, which requires an annual report containing specified information concerning the use of proceeds of any local special tax/local bond measure subject to voter approval. There is no impact to the City's General Fund.

CC #: 1211

File #: 0200 & 0210

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

Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

#### 7.23.Campus Oaks Master Plan Large Lot Map Approval

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Campus Oaks Master Plan Large Lot Map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 5 large lots for future development and 2 public park lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 1226

File #: 0400-04-18-1 & 0400-07

CONTACT: Kerry Andrews 916-774-5346 [kandrews@roseville.ca.us](mailto:kandrews@roseville.ca.us)

#### 7.24.Financial Reports for Fiscal Year Ended June 30, 2020

Memo from Accounting Supervisor Nick Rosas and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council receive the five informational financial reports for the year ended June 30, 2020. There is no impact to the City's General Fund.

CC #: 1225

File #: 0202-01

CONTACT: Nick Rosas 916-774-5314 [nrosas@roseville.ca.us](mailto:nrosas@roseville.ca.us)

### **Ceremonial Documents**

#### 7.25.Resolution - Michele Silva

Commend Michele Silva for her 15 years of outstanding service and dedication to the City of Roseville and the Finance Department, congratulate her on her accomplishments and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1235

File #: 0102-10

CONTACT: Blair Hutchison 916-774-5266 [bmhutchison@roseville.ca.us](mailto:bmhutchison@roseville.ca.us)

#### 7.26.Resolution - Dom Gali

Commend Dom Gali for his 20 years of outstanding service and dedication to the City of Roseville and extend wishes for a long, healthy, and enjoyable retirement.

CC #: 1236

File #: 0102-10

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

**7.27. Proclamation - Health for Humanity Yogathon**

Proclaim January 16-31, 2021 as a time to participate in the Health for Humanity Yogathon, to promote the spiritual, mental, and physical well-being of all members of the community.

CC #: 1237

File #: 0102-06

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

|                                |
|--------------------------------|
| <b>END OF CONSENT CALENDAR</b> |
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**8. ORDINANCES**

**8.1. Fiscal Year 2019-20 Year-End Report and Budget Adjustment**

Memo from Budget Manager Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman with a year-end quarterly report for FY2019-20 for the General Fund, the enterprise operating funds, and revenues in selected other funds; and recommending the City Council adopt ORDINANCE NO. 6319 ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The recommended budget adjustment includes a transfer of \$7.27 million in General Funds to the General Fund Stabilization Reserve Fund, a transfer of \$70,081 in General Funds to the Youth Development Fund, and an appropriation of \$400,000 in General Funds to relocate overhead electric lines on Parcel F-55 located in the West Roseville Specific Plan. There are adequate resources available in the General Fund to fund the recommended transfers and appropriations.

CC #: 1227

File #: 0201 & 0201-01

CONTACT: Scott Pettingell 916-746-1305 spettingell@roseville.ca.us

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Bruce Houdesheldt, to adopt ORDINANCE NO. 6319 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING

CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

## **9. SPECIAL REQUESTS/REPORTS/PRESENTATION**

### **9.1. Development Impact Fee Reports for Fiscal Year Ended June 30, 2020**

Memo from Management Analyst Jeannine Thrash and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council accept the Development Impact Fee Reports for informational purposes. There is no impact to the City's General Fund.

CC #: 1209

File #: 0215

CONTACT: Jeannine Thrash 916-774-5473 [jthrash@roseville.ca.us](mailto:jthrash@roseville.ca.us)  
Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

Assistant City Manager/Chief Financial Officer Dennis Kauffman made the presentation to the City Council.

No public comment received.

Motion by Pauline Roccucci, seconded by Bruce Houdesheldt, to approve and accept the Informational Development Impact Fee Report for the fiscal year ended June 30, 2020. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

## **10. PUBLIC HEARING**

### **10.1. Sierra Vista Specific Plan - Development Agreement Amendment**

Memo from Associate Planner Shelby Vockel and Development Services Director Mike Isom recommending the City Council consider five (5) findings of fact; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DF PROPERTIES, INC. RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN. The applicant requests approval of the First Amendment to the DF Properties Development Agreement for the Sierra Vista Specific Plan to revise sections relating to development standards, affordable housing provisions, and frontage improvements. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 1220

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

CONTACT: Shelby Vockel 916-746-1347 svockel@roseville.ca.us

Mayor Krista Bernasconi opened the Public Hearing.

Planning Manager Greg Bitter introduced Associate Planner Kinarik Shallow.

Associate Planner Kinarik Shallow made the presentation to the City Council.

Chad Roberts - representing Mourier Wealth Investments - Spoke in support.

Mayor Krista Bernasconi closed the Public Hearing.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to adopt five findings of fact and introduce for first reading ORDINANCE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC (MOURIER & WEALTH PROPERTIES) RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

#### 10.2.Sierra Vista Specific Plan - Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council introduce for first reading an ORDINANCE ADOPTING A SECOND AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER & WEALTH PROPERTIES") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The applicant requests approval of the Second Amendment of the Mourier & Wealth Properties Development Agreement for the Sierra Vista Specific Plan to revise development obligations with respect to construction of frontage improvements for Fiddymont Road, groundwater production wells and recycled water facilities, and update the evaluation of water conservation goals. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 1212

File #: 0400-04-12

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

Mayor Krista Bernasconi opened the Public Hearing.

Development Services Director Mike Isom introduced Associate Planner Shelby Vockel.

Associate Planner Shelby Vockel made the presentation to the City Council.

Nick Alexander - representing DF Properties - Spoke in support.

Mayor Krista Bernasconi closed the Public Hearing.

Motion by Scott Alvord, seconded by Pauline Roccucci, to adopt five findings of fact and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A FIRST DEVELOPMENT AGREEMENT AMENDMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND DF PROPERTIES, INC. RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci

## **11. COUNCIL REPORTS / PUBLIC COMMENTS**

PUBLIC COMMENT: No additional Public Comment received.

### **COUNCILMEMBER REPORTS:**

City Council Auxiliary Appointments - Councilmember Scott Alvord expressed excitement to participate and represent Roseville.

Regional Water Authority (RWA) - Councilmember Bruce Houdesheldt announced RWA appointment of Sean Bigley as Chair for 2021.

Water Capacity of Folsom Reservoir - Councilmember Bruce Houdesheldt spoke on lake levels.  
and need for more precipitation.

Keep Police Officers in Our Prayers - Councilmember Tracy Mendonsa expressed sympathy to Sacramento County Sheriff Officer Adam Gibson and K9 dog Riley who were both killed in an unfortunate shootout on January 19, 2021.

Parks, Recreation and Libraries Program Guidebook - Councilmember Pauline Roccucci thanked Director Jill Geller for exciting format and encouraged residents to sign up for activities.

Placer County Health and Human Services COVID-19 Presentation - Mayor Krista Bernasconi thanked Health and Human representatives Robert Oldham and Mike Romero.

Sacramento Area Council of Governments - Mayor Krista Bernasconi announced virtual meeting on January 21 at 9:30 a.m.

## **12. ADJOURNMENT**

Motion by Bruce Houdesheldt, seconded by Pauline Roccucci, to adjourn the

meeting at 8:05 p.m. The Motion Passed.

Roll call vote: Ayes: Alvord, Bernasconi, Houdesheldt, Mendonsa, Roccucci



## COUNCIL COMMUNICATION

**CC #: 1383**  
**File #: 0900-03**

**Title:** Pleasant Grove 2 Substation Expansion Civil Construction - Award of Contract  
**Contact:** Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.2.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve an agreement with Accelerated Construction and Metal, LLC for construction of the Pleasant Grove 2 substation expansion project, and authorize the City Manager to execute it and additionally authorize change orders up to 10% of the contract amount.

### BACKGROUND

The construction work at Pleasant Grove 2 Substation is required for the expansion of the substation and the addition of a new 12kV switchgear. Replacement of this equipment is necessary in order to meet the load requirements in the area.

City Council approved the plans and specifications and authorized the call for bids at the December 16th, 2020 meeting. Subsequently, Roseville Electric solicited proposals through RFQ# 07-780 seeking a contractor to provide the necessary construction services. Staff received five bids which were opened on February 16th, 2021. After staff review of the proposals, Accelerated Construction and Metal, LLC was determined to be the lowest responsive bidder.

### FISCAL IMPACT

The fiscal impact of the Agreement with Accelerated Construction and Metal, LLC is \$229,770 with a 10%, or \$22,977, contingency not to exceed \$252,747.00. Funds are available in the Electric Department FY2020-21 capital improvement project budget.

### ENVIRONMENTAL REVIEW

The proposed project involves operation and 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,

Vince Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director

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

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-135

Contract

ACM proposal

Bid Summary Sheet

RESOLUTION NO. 21-135

APPROVING AN AGREEMENT, BY AND BETWEEN ACCELERATED CONSTRUCTION  
& METAL, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Pleasant Grove #2 Substation Expansion Civil  
Construction project, by and between Accelerated Construction & Metal, LLC and the City of  
Roseville, has been reviewed by 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

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

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_ day of  
\_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

City of Roseville

PROPOSAL TO THE DEPARTMENT OF Electric

Project: Pleasant Grove #2 Substation Expansion Civil Construction

Name of Bidder Accelerated Construction & Metal, LLC Business Phone 2098467998

Business Address 2955 Farrar Ave Modesto CA 95354

Place of Business Same

Contractor's License No. 990617

License Expiration Date February 2022

License Classification Type A, B, C13 & C51

DIR Registration No. 1000012157

Type of business organization: Limited Liability Company

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

City of Roseville Business License No. tbd

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

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

The work to be done is described in the Bidding Documents entitled Pleasant Grove #2 Substation Expansion Civil Construction, City of Roseville, California.

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

PROP - 1

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

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers 01. (IF NONE, STATE NONE).

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

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

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

with the Contract Documents.

Accompanying this Proposal is Bidder's Bond.

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

The names of all persons interested in the foregoing Proposal as Principals, are as follows: Bruce C. Elliott

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

as the sole managing member

If PARTNERSHIP, one or more partners sign here:

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

\_\_\_\_\_  
\_\_\_\_\_

If CORPORATION, execute here:

Corporate Name: \_\_\_\_\_

PROP - 3

Incorporated under the laws of the State of \_\_\_\_\_

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

By \_\_\_\_\_  
*Signature of Authorized Official\**

By \_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Typewritten or Printed Name*

\_\_\_\_\_  
*Typewritten or Printed Name*

If JOINT VENTURE, execute here:

Joint Venture name composed of: \_\_\_\_\_

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

\_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Signature of Authorized Official\**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Typewritten or Printed Name*

\_\_\_\_\_  
*Typewritten or Printed Name*

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

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

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## LIST OF SUBCONTRACTORS

Contractor's Name: Accelerated Construction & Metal, LLC

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

| PORTION/<br>TYPE OF<br>WORK | % OF<br>CONTRACT | SUB-<br>CONTRACTOR'S<br>NAME | CONTRACTOR<br>LICENSE NO. | DIR REG NO. | BUSINESS ADDRESS<br>(CITY, STATE) |
|-----------------------------|------------------|------------------------------|---------------------------|-------------|-----------------------------------|
| ELEC.                       | 30               | MANN<br>Electric             | 291533                    | 1000002556  | Turlock,<br>CA.                   |
| Rebar                       | 4                | Lambert                      | 218839                    | 1000003852  | Roseville, CA                     |
|                             |                  |                              |                           |             |                                   |
|                             |                  |                              |                           |             |                                   |
|                             |                  |                              |                           |             |                                   |
|                             |                  |                              |                           |             |                                   |
|                             |                  |                              |                           |             |                                   |
|                             |                  |                              |                           |             |                                   |



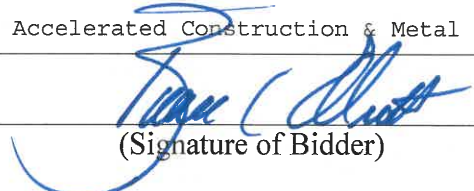
SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council  
City of Roseville

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

Accelerated Construction & Metal

  
(Signature of Bidder)

Bruce C. Elliott

2955 Farrar Modesto Ca

Business Address

2098467998

Telephone

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BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we Accelerated Construction & Metal, LLC

, as PRINCIPAL, and

Philadelphia Indemnity Insurance Company

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street, Roseville, California, on February 16, 2021 FOR

---

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

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

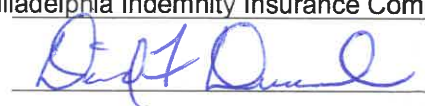
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 11th day of February, 2021.

  
Accelerated Construction & Metal, LLC (Seal)

(Seal)

Principal

Philadelphia Indemnity Insurance Company (Seal)

  
David F. Druml, Attorney-in-Fact (Seal)

Surety

One Bala Plaza East, Suite 100

Bala Cynwyd, PA 19004-1403

Business Address

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

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

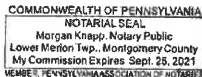
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14<sup>th</sup> day of Feb, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

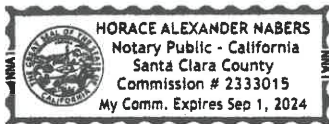
County of San Mateo )On 2/11/2021 before me, Horace Alexander Nabers,  
Date Here Insert Name and Title of the Officerpersonally appeared David F. Druml

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.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

| BID ITEM | ITEM DESCRIPTION                                                                                | UNIT     | TOTAL AMOUNT (\$)    |
|----------|-------------------------------------------------------------------------------------------------|----------|----------------------|
| 1        | Concrete foundations, conduits, fencing and all associated work at Pleasant Grove #2 Substation | Lump Sum | 229,770 <sup>-</sup> |

## FIRMS QUALIFICATIONS AND EXPERIENCE FORM

### Requirements:

Contractor and its foreman/supervisor assigned for this project must have performed construction projects in at least three electric substations at 60-kV or above, during the last fifteen years.

Foreman/Supervisor Name: Bruce C. Elliott

Project Name and \$ amount: Fairground Substation Construction - \$170,000

Project Contact Name and #: Janis Scott 2098838605

Project Location: Turlock, Ca

Project Date and Duration: October 2020 - December 2020

Project Description: Substation expansion, deep pier foundations, pad foundations,  
expansion to ground grid, conduit installation

Project Name and \$ amount: San Rafael Substation - \$225,000

Project Contact Name and #: Tracy O'Keefe 4152573247

Project Location: PG&E San Rafael Substation

Project Date and Duration: November 2019 - February 2020

Project Description: Removal of abandon foundations, installation of new foundations  
excavation and removal of hazardous soils, conduit installation

Project Name and \$ amount: August Substation Expansion - \$510,000

Project Contact Name and #: Janis Scott 2098838605

Project Location: TID Turlock, CA

Project Date and Duration: October 2015 - January 2016

Project Description: Substation expansion, deep pier foundations, pads, extension of  
grounding grid, installation of conduits, site grading

NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

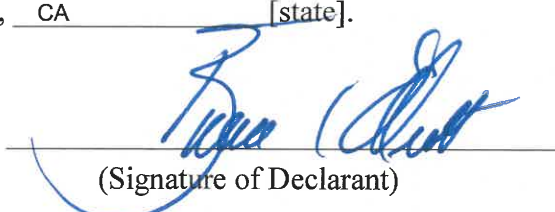
The undersigned declares:

I am the Owner of Accelerated Construction & Metal, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 16Feb21  
[date], at Modesto [city], CA [state].

  
(Signature of Declarant)

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## DISQUALIFICATION QUESTIONNAIRE

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

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

Yes \_\_\_\_\_

No X \_\_\_\_\_

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

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NAME OF BIDDER: Accelerated Construction & Metal, LLC

SIGNATURE OF BIDDER: 

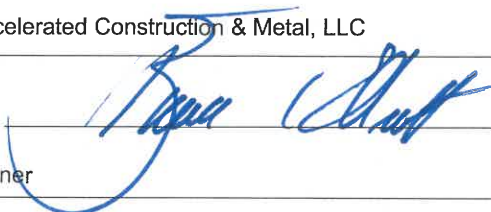
TITLE OF BIDDER: Owner

DATE: 16Feb21

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## ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: Accelerated Construction & Metal, LLC  
SIGNATURE OF BIDDER:   
TITLE OF BIDDER: Owner  
DATE: 16Feb21

## DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Bruce C. Elliott

Print Name

Accelerated Construction & Metal, LLC

Name of Business/Company/Corporation

2955 Farrar Ave Modesto CA

Address

Signature

16Feb21

Date

2098467998

Phone

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**END OF PROPOSAL**

**PROP - 15**

**Important**

**2/8/2021**

**TO: Proposers**

**FROM: Josh Campbell, Electric Department**

**RE: RFQ #07-080 Pleasant Grove #2 Substation Expansion Civil Construction**

**\*\*\*\*\*Addendum #1\*\*\*\*\***

**Questions asked during mandatory pre-bid job walk:**

**Question:** Does the city require “all-risk” insurance (section 5.123-C.5 of the Project Manual)?

**Answer:** The city does not require “all-risk” insurance for this project. The liability policies listed in the Insurance Requirements, section 5.123-C.1 through C.4, and the associated minimum amounts are required for this project.

**Question:** Will the City issue a limited notice to proceed for submittals? Alternatively, will the City review and respond to submittals that are submitted prior to the issuance of the notice to proceed for construction?

**Answer:** The City will not issue a limited notice to proceed for submittals, nor will the City review or respond to submittals before the contract has been approved by the City Council and the notice to proceed has been issued. Section 6-1.07 of the General Conditions is amended to read 70 calendar days instead of 45 calendar days for completion of the work after issuance of the notice to proceed.

**Question:** Is the 6’ dimension for the depth of the concrete piers shown on drawing 356C1-14 include the portion of the pier exposed above grade?

**Answer:** Yes, the 6’ dimension for depth of the concrete piers shown on 356C1-14 includes the portion of the pier exposed above grade.

**Question:** How will contractors be allowed to access the project site?

**Answer:** The only access to the substation site will be via the route taken for the pre-bid job walk. The city will coordinate with the property owner to establish access procedures for the contractor to bring vehicles and personnel through the security checkpoint.

# APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

## Registration Information

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Type: Renewal

Period: July 1, 2020 – June 30, 2022

## Contractor Information

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Contractor Name: ACCELERATED CONSTRUCTION & METAL, LLC

Trade Name:

License Type Number: 1000012157

## Contractor Physical Address

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Physical Business Country: United States of America

Physical Business City/ Province: MODESTO

Physical Business Address: 2955 FARRAR AVE

Physical Business State: CA

Physical Business Postal Code: 95354

## Contractor Mailing Address

---

Mailing Business Country:

Mailing Business City/ Province:

Mailing Business Address:

Mailing Business State:

Mailing Business Postal Code:

## Contact Info

---

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: bellriott@accelmetal.com

Applicant's Email: bellriott@accelmetal.com

RFQ # 07-780

DATE: February 16, 2021

TIME: 3:00 PM

BID BOND REQUIRED: YES

## BID SUMMARY SHEET

BID OPENING FOR:

**Pleasant Grove #2 Substation  
Expansion Civil Construction**



| Bidders Name<br>City, State                          | Addendum 1 | Bid Bond | Grand Total Price |
|------------------------------------------------------|------------|----------|-------------------|
| ACM<br>Modesto, CA                                   | ✓          | ✓        | \$ 229,770.00     |
| Interstate Construction, Inc.<br>Roseville, CA       | ✓          | ✓        | \$ 263,460.00     |
| Hot Line Construction, Inc.<br>Brentwood, CA         | ✓          | ✓        | \$ 442,250.00     |
| Roebelen Contracting, Inc.<br>El Dorado Hills, CA    | ✓          | ✓        | \$ 348,000.00     |
| Sierra National Construction, Inc.<br>Carmichael, CA | ✓          | ✓        | \$ 276,969.00     |
|                                                      |            |          |                   |
|                                                      |            |          |                   |
|                                                      |            |          |                   |
|                                                      |            |          |                   |
|                                                      |            |          |                   |
|                                                      |            |          |                   |

Please Sign-In

Staff

Visitors (Name & Company)

Visitors (Name & Company)

*[Signature]*  
Joe Speaker  
Vincent Bottoni



## COUNCIL COMMUNICATION

**CC #: 1387**  
**File #: 0800-03**

**Title:** Western Area Power Administration - Resource Sufficiency Products Letter of Agreement  
**Contact:** Petra Wallace 916-774-5510 pwallace@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.3.**

### RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a Resolution authorizing the City Manager to execute the Letter of Agreement (LOA) with the Western Area Power Administration (WAPA) to buy and sell Resource Sufficiency Products to each other under the existing Western Systems Power Pool (WSPP) Master Agreement.

### BACKGROUND

Roseville Electric Utility is joining the California Independent System Operator's (CAISO) Energy Imbalance Market (EIM) effective March 25, 2021. In order to participate in the voluntary EIM, Resource Sufficiency must be met. Roseville Electric Utility and/or WAPA may need to purchase the Resource Sufficiency Products from each other. Adhering to Resource Sufficiency requirements allows access to the EIM, which at times offers lower market pricing that can save on costs and opportunities to increase revenues when the market price is high, and our generation can provide value.

### FISCAL IMPACT

There is no fiscal impact associated with the execution of the Letter of Agreement (LOA) with the Western Area Power Administration as it is only an enabling agreement. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

### ENVIRONMENTAL REVIEW

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

Approval of a Letter of Agreement meets the above criteria and is not subject to CEQA. No



additional environmental review is required.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-137

agreement

RESOLUTION NO. 21-137

APPROVING A LETTER OF AGREEMENT, BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville will be joining California Independent System Operator's (CAISO) Energy Imbalance Market (EIM), and all parties must have Resource Sufficiency products; and

WHEREAS, a Letter of Agreement 21-SNR-02526 for Resource Sufficiency products, between the United States Department of Energy, Western Area Power Administration, Sierra Nevada Region, and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a Letter of Agreement 21-SNR-02526, between the United States Department of Energy, Western Area Power Administration, Sierra Nevada Region and the City of Roseville is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



**Department of Eergy**  
Western Area Power Administration  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630-4710

Sent via E-Mail

Letter of Agreement 21-SNR-02526

Ms. Michelle Bertolino  
Electric Utility Director  
City of Roseville  
2090 Hilltop Circle  
Roseville, CA 95747-9704

Dear Ms. Bertolino:

The City of Roseville (Roseville) and the Western Area Power Administration (WAPA), together referred to as "Parties", will be joining the California Independent System Operator's (CAISO) Energy Imbalance Market (EIM) effective March 25, 2021. While operating under EIM, the Parties must be able to pass the CAISO's EIM Resource Sufficiency tests to participate. To pass these tests, the Parties must have Resource Sufficiency products, including Flex Ramp capacity and Balancing capacity. In some months, Roseville and/or WAPA may not have sufficient Flex Ramp capacity or Balancing capacity to pass the CAISO tests, and may need to purchase these Resource Sufficiency products from each other.

The Parties are signatories to the WSPP Agreement effective July 28, 2020. The Parties desire to buy and sell Resource Sufficiency products to each other under Service Schedule C of the WSPP Agreement.

WAPA will bill for Resource Sufficiency products in accordance with the rates, charges, and conditions set forth in Rate Schedule CV-SSP1, effective January 1, 2021, or any superseding Rate Schedule. Roseville will bill for Resource Sufficiency products and shall determine the charge for each product at the time of sale to be the greater of Roseville's cost or market rates.

The Parties will mutually agree to a process for executing WSPP Service Schedule C prior to any purchases or sales being made under this Letter of Agreement.

The General Power Contract Provisions dated September 1, 2007, are attached hereto, and are hereby made a part of this LOA the same as if they had been expressly set forth herein.

This LOA shall become effective upon execution. Either Roseville or WAPA may terminate this LOA upon thirty (30) days advance written notice. All obligations created under this LOA while in effect shall remain until satisfied.

This LOA may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this LOA may be detached by any counterpart of this LOA without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this LOA identical in form hereto, by having attached to it one or more signature pages.

The Parties agree that this LOA may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

If you are in agreement with the terms and conditions written above, please indicate your approval by signing and dating this LOA and return to Sandee Peebles [peebles@wapa.gov](mailto:peebles@wapa.gov) at this office. If you have any questions, please contact Sandee at (916) 353-4454.

Sincerely,

Arun K. Sethi  
Vice President of Power Marketing  
for Sierra Nevada Region

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_



## COUNCIL COMMUNICATION

**CC #: 1381**  
**File #: 0800-03**

**Title:** Western System Power Pool - Master Agreement Amendment  
**Contact:** Petra Wallace 916-774-5510 pwallace@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.4.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Western Systems Power Pool (WSPP) Master Agreement with Morgan Stanley Capital Group Inc. (Morgan Stanley) to replace the London Interbank Offered Rate (LIBOR) with the Federal Funds Rate when calculating interest.

### BACKGROUND

Roseville Electric Utility both generates energy and purchases it on the open market. The WSPP Master Agreement is a commonly used standardized power trading contract in the electric industry. Roseville Electric Utility entered into a WSPP Master Agreement with Collateral Annex with Morgan Stanley on June 13, 2001.

The use of LIBOR interest rates is being phased out in 2021 by multiple global financial authorities. Roseville's only WSPP agreement that references and uses LIBOR is the Collateral Annex of the WSPP Master Agreement with Morgan Stanley. The First Amendment will replace LIBOR with Federal Funds Rate in the Collateral Annex.

### FISCAL IMPACT

There is no fiscal impact associated with the execution of the First Amendment to the WSPP Master Agreement as it is only an amendment to an enabling agreement. There are no transactions currently pending under the WSPP Master Agreement with Morgan Stanley. Transactions facilitated by the attached agreement will conform to the Roseville Energy Risk Management Policies.

### ENVIRONMENTAL REVIEW

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

Guidelines §15060(c)(3) and §15378.

Approval of the First Amendment to the WSPP Master Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Petra Wallace, Electric Risk and Compliance Supervisor

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-133

Rose-MSCG WSPP Amendment for LIBOR final.MS Signed.02.17.2021

RESOLUTION NO. 21-133

APPROVING AN AMENDMENT TO THE WESTERN SYSTEMS POWER POOL AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MORGAN STANLEY CAPITOL GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Amendment to the Western Systems Power Pool Agreement, by and between the City of Roseville and Morgan Stanley Capitol Group, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Amendment to the Western Systems Power Pool 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 \_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## AMENDMENT TO THE WESTERN SYSTEMS POWER POOL AGREEMENT

This Amendment to the Western Systems Power Pool Agreement (the "Amendment") is made and entered into as of February 17, 2021 (the "Effective Date") by and between the City of Roseville and Morgan Stanley Capital Group Inc. (the "Parties").

### WITNESSETH:

WHEREAS, the Parties have entered into the Western Systems Power Pool Agreement as supplemented by the Collateral Annex dated June 13, 2001 (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

1. Collateral Annex. The definition of "Interest Rate" in the Collateral Annex is deleted in its entirety and replaced with the following:

"Interest Rate" means a per annum rate of interest equal to the Federal Funds Rate. "Federal Funds Rate" means, for any day, an interest rate per annum equal to either (A) the rate published as the Federal Funds Effective Rate that appears on the Telerate Page 118 for such day (or, if such day is not a Business Day, for the preceding Local Business Day) or (B) if such rate is not so published for any day which is a Business Day, the Federal Funds Rate as published by the Federal Reserve Bank in the H.15 Release.

2. This Amendment embodies the entire agreement between the Parties hereto with respect to the matters contained herein, and there have been and are no agreements, representations, warranties or covenants between the Parties hereto other than those provided herein.

3. Except to the extent specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

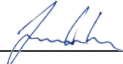
4. This Amendment shall be governed by, construed and enforced in accordance with the law of the State of New York without regard to principles of conflict of laws. The Parties waive any right to trial by jury in any action arising under this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**City of Roseville**

**Morgan Stanley Capital Group Inc.**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By:  \_\_\_\_\_  
Name:  
Title: Juliana Chu  
Authorized Signatory  
Date:





## COUNCIL COMMUNICATION

**CC #: 1380**  
**File #: 0800-03**

**Title:** Western Area Power Administration - Firm and Non-Firm Short-Term Point-To-Point Transmission Service Agreements  
**Contact:** Ryley Kelly 916-774-5649 rkelly@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.5.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt resolutions approving Firm and Non-Firm Short-Term Point-To-Point Transmission Service Agreements with Western Area Power Administration (WAPA), and authorizing the City Manager to execute them.

### BACKGROUND

WAPA is a federal agency that owns and operates several hundred miles of transmission facilities in Northern California. Roseville's electric system is connected to the WAPA transmission system in order to import and export energy at Roseville's two receiving stations. Under WAPA's Open Access Transmission Tariff (OATT), Roseville has the ability to contract for a variety of transmission services in the form of enabling agreements. For access to power suppliers and the ability to import electricity, Roseville utilizes its Network Integrated Transmission Service (NITS) agreement with WAPA. The NITS agreement does not cover transmission services for electricity exports.

In order to recover costs and optimally manage Roseville's diverse energy portfolio, Roseville requires the ability to export excess energy. Roseville accomplishes this by procuring short-term transmission service through the use of our WAPA Firm and Non-Firm Short-Term Point-To-Point (PTP) Transmission Service Agreements (Agreements). These PTP Agreements enable Roseville to purchase individual transmission legs when required to facilitate the sale of excess electricity from Roseville's system. The existing agreements are set to expire in July 2021.

Without these Agreements, Roseville would be unable to fully realize the value of its portfolio of generating resources. This would result in inefficient operation of assets and increased costs to serve demand. Having the ability to export excess electricity allows Roseville to interact with the broader electricity markets and monetize the operational capabilities of Roseville's generators when market opportunities arise.

### FISCAL IMPACT

There is no fiscal impact associated with the execution of the Agreements with WAPA as they are only enabling agreements.

### ENVIRONMENTAL REVIEW

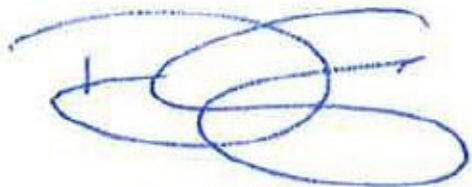
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The Western Area Power Administration's Firm and Non-Firm Short-Term Point-To-Point Transmission Service Agreements meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Ryley Kelly, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution 21-131

Roseville Firm PTP Enabling Agreement.Attach A

Resolution 21-132

Roseville Non-Firm PTP Enabling Agreement.Attach B

RESOLUTION NO. 21-131

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND  
SIERRA NEVADA REGION OF WESTERN AREA POWER ADMINISTRATION AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement for Firm Short-Term Point-to-Point Transmission Service (Service Agreement 21-SNR-02516), between the City of Roseville and the Sierra Nevada Region of Western Area Power Administration, 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

## **ATTACHMENT A**

### **Service Agreement for Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of \_\_\_\_\_, 2021, is entered into, by and between the Sierra Nevada Region (SNR) of Western Area Power Administration (Transmission Provider), and the City of Roseville (Transmission Customer), each of whom are sometimes hereinafter individually called Party and both of whom are sometimes hereinafter collectively called the Parties. For purposes of this Service Agreement, the Transmission Provider's Transmission System consists of the applicable facilities described in Attachment K to the Tariff. The Transmission Provider may revise charges or losses for Firm Point-to-Point Transmission Service provided under this Service Agreement pursuant to applicable Federal Laws, regulations and policies upon written notice to the Transmission Customer.
- 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 The Transmission Customer has provided to the Transmission Provider a deposit and/or nonrefundable Application processing fee in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested Service Commencement Date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as is mutually agreed. Service under this agreement shall terminate on July 31, 2031. The Transmission Provider's acceptance of a rollover or renewal request is contingent upon, and in the sole discretion of the Transmission Provider may be limited by, the Transmission Provider's requirement to utilize capacity on its Transmission System in amounts necessary to meet statutory and contractual obligations to deliver Federal power to Project Use and Firm Electric Service customers of the Federal government. The Transmission Provider is presently aware of the following events that will impact and/or alter the capacity of its Transmission System and cause a limitation or denial of a rollover or renewal request: N/A. Therefore, notwithstanding the provisions of Section 2.2 of the Tariff, prior to expiration of this Service Agreement, the Transmission Provider may in its sole discretion determine that a rollover or renewal would impair its ability to meet these Federal obligations. In such case, the Transmission Provider may not offer a rollover or renewal of the Transmission Customer's transmission service in the amounts the Transmission Customer has reserved under this Service Agreement.
- 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:

Vice President of Operations for  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630  
Tel: (916) 353-4008

Transmission Customer:

Assistant Utility Director  
City of Roseville  
Electric Department  
2090 Hilltop Circle  
Roseville, CA 95747  
Tel: (916) 774-5600

Each Party may change the designation of its representative upon oral notice to the other, with confirmation of that change to be submitted in writing within ten (10) days thereafter.

- 7.0 The Tariff and, if applicable, the “Specifications For Long-Term Firm Point-To-Point Transmission Service”, as presently constituted or as they may be revised or superseded, are incorporated herein and made a part hereof.
- 8.0 Power Factor: The Transmission Customer will be required to maintain a power factor between 95-percent lagging and 95-percent leading for all deliveries of capacity and energy to and from the Transmission Provider’s Transmission System.
- 9.0 Transmission Losses
- 9.1 Loss Factors:

9.1.1 If, based on operating experience and technical studies, the Transmission Provider determines that any of the transmission loss factors on the Transmission Provider’s Transmission System differs

from the loss factors set forth in this Service Agreement, the Transmission Provider will notify the Transmission Customer of the revised loss factor(s) pursuant to Section 1.0 of this Service Agreement.

- 9.1.2 Transmission Provider Transmission Loss Factor: Transmission Provider transmission losses shall be in accordance with Transmission Provider's Operation's Business Procedure BP-009 as posted on Transmission Provider's OASIS and shall be assessed on the power scheduled and transmitted to a point of delivery on the Transmission Provider's Transmission System.

## 10.0 Ancillary Services

### 10.1 Provided by Transmission Provider

- 10.1.1 Scheduling, System Control, and Dispatch Service
- 10.1.2 Reactive Supply and Voltage Control from Generation Sources Service

### 10.2 Provided by Transmission Customer

- 10.2.1 Regulation and Frequency Response
- 10.2.2 Energy Imbalance Service
- 10.2.3 Operating Reserves – Spinning Reserve Service
- 10.2.4 Operating Reserves – Supplemental Reserve Services

11.0 Net Billing and Bill Crediting Option: The Parties have agreed to implement Net Billing but not Bill Crediting as set forth in Attachment J.

12.0 Charges for Service: Charges for Firm Point-to-Point Transmission Service and associated Ancillary Services shall be calculated in accordance with the applicable Rate Schedule(s) attached hereto and made a part of this Service Agreement. The rates or rate methodology used to calculate the charges for service under that schedule were promulgated and may be modified pursuant to applicable Federal laws, regulations and policies.

13.0 Independent System Operator: The Parties understand that the Transmission Provider may join an independent system operator under Commission jurisdiction. In the event the Transmission Provider either joins or is required to conform to protocols of the independent system operator, the Parties agree that the Transmission Provider either may (1) make any changes necessary to conform to the terms and conditions required by Commission approval of the independent system operator, or (2)

terminate this Service Agreement by providing a one-year written notice to the Transmission Customer.

14.0 Execution by Counterparts: This Service Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Service Agreement may be detached by any counterpart of this Service Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Service Agreement identical in form hereto, by having attached to it one or more signature pages.

15.0 Electronic Signatures: The Parties agree that this Service Agreement may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Name: Bryan W. Griess  
Title: Vice President of Operations  
for Sierra Nevada Region  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

CITY OF ROSEVILLE

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

RESOLUTION NO. 21-132

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND  
SIERRA NEVADA REGION OF WESTERN AREA POWER ADMINISTRATION AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement for Non-Firm Short-Term Point-to-Point Transmission Service (Service Agreement 21-SNR-02517), between the City of Roseville and the Sierra Nevada Region of Western Area Power Administration, 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



**ATTACHMENT B**

**Service Agreement for  
Non-Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of \_\_\_\_\_, is entered into, by and between the Sierra Nevada Region (SNR) of Western Area Power Administration (Transmission Provider), and the City of Roseville (Transmission Customer), each of whom are sometimes hereinafter individually called Party and both of whom are sometimes hereinafter collectively called the Parties. For purposes of this Service Agreement, the Transmission Provider's Transmission System consists of the applicable facilities described in Attachment K to the Tariff. The Transmission Provider may revise charges or losses for Non-Firm Point-to-Point Transmission Service provided under this Service Agreement pursuant to applicable Federal laws, regulations and policies upon written notice to the 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 Service Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Transmission Customer. This Service Agreement shall terminate on July 31, 2031.
- 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:

Vice President of Operations for  
Sierra Nevada Region  
114 Parkshore Drive  
Folsom, CA 95630  
Tel: (916) 353-4008

Transmission Customer:

Assistant Utility Director  
City of Roseville  
Electric Department  
2090 Hilltop Circle  
Roseville, CA 95747  
Tel: (916) 774-5600

Each Party may change the designation of its representative upon oral notice to the other, with confirmation of that change to be submitted in writing within ten (10) days thereafter.

7.0 The Tariff as presently constituted or as it may be revised or superseded is incorporated herein and made a part hereof.

8.0 Power Factor: The Transmission Customer will be required to maintain a power factor between 95-percent lagging and 95-percent leading for all deliveries of capacity and energy to and from the Transmission Provider's Transmission System.

9.0 Transmission Losses:

9.1 Loss Factors:

9.1.1 If, based on operating experience and technical studies, the Transmission Provider determines that any of the transmission loss factors on the Transmission Provider's Transmission System differs from the loss factors set forth in this Service Agreement, the Transmission Provider will notify the Transmission Customer of the revised loss factor(s) pursuant to Section 1.0 of this Service Agreement.

9.1.2 Transmission Provider Transmission Loss Factor: Transmission Provider transmission losses shall be in accordance with Transmission Provider's Operation's Business Procedure BP-009 as posted on Transmission Provider's OASIS and shall be assessed on the power scheduled and

transmitted to a point of delivery on the Transmission Provider's Transmission System.

10.0 Ancillary Services

10.1 Provided by Transmission Provider

10.1.1 Scheduling, System Control, and Dispatch Service

10.1.2 Reactive Supply and Voltage Control from Generation Sources Service

10.2 Provided by Transmission Customer

10.2.1 Regulation and Frequency Response

10.2.2 Energy Imbalance Service

10.2.3 Operating Reserves-Spinning Reserve Service

10.2.4 Operating Reserves-Supplemental Reserve Services

11.0 Net Billing and Bill Crediting Option: The Parties have agreed to implement Net Billing as set forth in Attachment J.

12.0 Charges for Service: Charges for Non-Firm Point-to-Point Transmission Service and associated Ancillary Services shall be calculated in accordance with the applicable Rate Schedules(s) attached hereto and made a part of this Service Agreement. The rates or rate methodology used to calculate the charges for service under that schedule were promulgated and may be modified pursuant to applicable Federal laws, regulations and policies.

13.0 Independent System Operator: The Parties understand that the Transmission Provider may join an independent system operator under Commission jurisdiction. In the event the Transmission Provider either joins or is required to conform to protocols of the independent system operator, the Parties agree that the Transmission Provider either may (1) make any changes necessary to conform to the terms and conditions required by Commission approval of the independent system operator, or (2) terminate this Service Agreement by providing a one-year written notice to the Transmission Customer.

14.0 Execution by Counterparts: This Service Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Service Agreement may be detached by any counterpart of this Service Agreement without

impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Service Agreement identical in form hereto, by having attached to it one or more signature pages

- 15.0 Electronic Signatures: The Parties agree that this Service Agreement may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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

WESTERN AREA POWER ADMINISTRATION

By: \_\_\_\_\_  
Name: Bryan W. Griess  
Title: Vice President of Operations  
for Sierra Nevada Region  
Address: 114 Parkshore Drive  
Folsom, CA 95630  
Date: \_\_\_\_\_

CITY OF ROSEVILLE

Attest:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_



## COUNCIL COMMUNICATION

**CC #: 1378**  
**File #: 0900-03**

**Title:** Industrial and Fiddymment Substation Civil Construction - Notice of Completion  
**Contact:** Vince Bottoni 916-774-5641 vbottoni@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.6.**

### RECOMMENDATION TO COUNCIL

Roseville Electric staff recommends that the City Council accept this project as complete and adopt a resolution authorizing the Electric Utility Director to execute the Notice of Completion for the public project known as Industrial and Fiddymment Substation Civil Construction Project.

### BACKGROUND

On August 19, 2020, the City of Roseville awarded a contract to Interstate Construction, Inc. for the construction of civil improvements at Industrial and Fiddymment substations. The work consisted of demolition of existing concrete foundations and adding new foundations, conduit and associated materials. This work allowed for the replacement of the end of life 12kV switchgear at Industrial substation and the addition of a new 230/60kV transformer at Fiddymment substation, which will increase the reliability of the Roseville Electric system. Construction was completed for a total cost of \$533,737.

### FISCAL IMPACT

The total amount of the contract with Interstate Construction was \$533,737 and was paid for from the Electric Department's Capital Improvement Project budget.

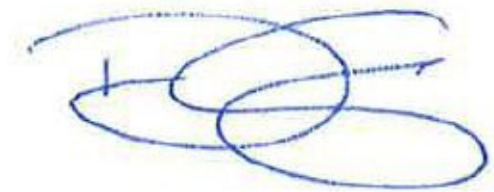
### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Vince Bottoni, Power Engineer

Michelle Bertolino, Electric Utility Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-128

NOC

Fiddymont Sub Map

Industrial Sub Map

RESOLUTION NO. 21-128

ACCEPTING THE PUBLIC WORK KNOWN AS THE INDUSTRIAL AND FIDDYMENT SUBSTATION CIVIL CONSTRUCTION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Industrial and Fiddymment Substation Civil Construction Project, has been approved and the public work accepted.
2. The Electric Utility Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

CITY CLERK  
CITY OF ROSEVILLE  
311 VERNON STREET  
ROSEVILLE, CA 95678

Exempt from recording fees  
Pursuant to Gov't Code §27383

---

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the public work of improvement known as the \_\_\_\_\_ Project was completed and accepted by the City of Roseville on \_\_\_\_\_. The location is situated in the City of Roseville, County of Placer, State of California and is indicated on the attached map, marked as Exhibit "A" and incorporated herein by this reference. The real property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA 95678.

The direct/general contractor on said project was \_\_\_\_\_.

The surety on said project was \_\_\_\_\_.

\_\_\_\_\_.

\_\_\_\_\_  
City of Roseville  
Owner

ATTEST:

\_\_\_\_\_  
Sonia Orozco, City Clerk



State of California    )  
County of Placer        )

I, \_\_\_\_\_, being first duly sworn, depose and say: I am the \_\_\_\_\_ of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

\_\_\_\_\_

City of Roseville

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

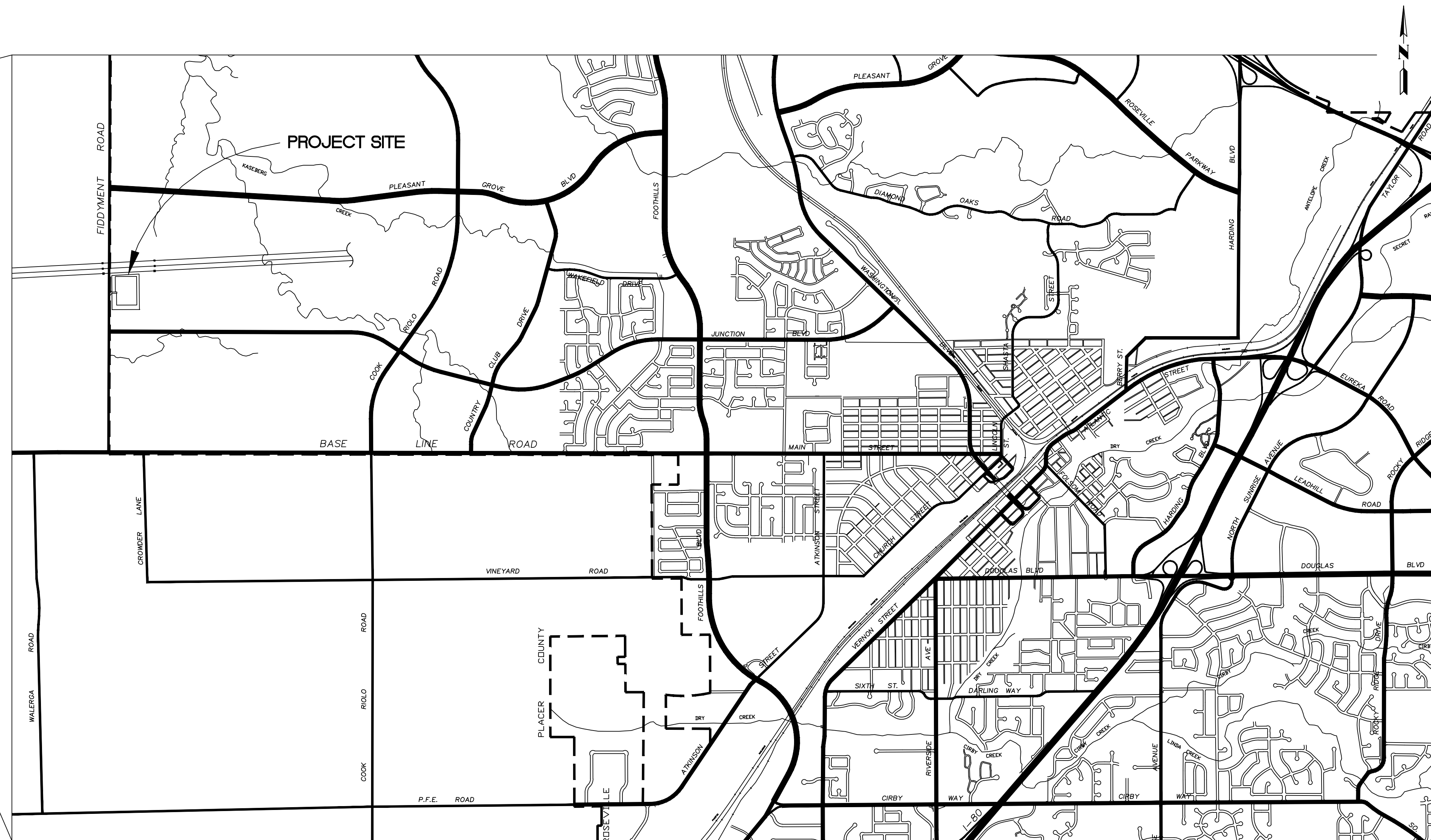
State of California    )  
County of Placer        )

Subscribed and sworn to (or affirmed) before  
me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, \_\_\_\_\_  
proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared  
before me.

*Place Notary Seal and/or Stamp Above*

\_\_\_\_\_  
*Signature of Notary Public*

A map of the State of California with a rectangular box highlighting a region in the northern part of the state. This region is further magnified in a larger inset map. The inset map shows the Sacramento-San Joaquin River Delta and surrounding areas. Two specific locations are marked with black dots: one on the western side of the delta, labeled 'SACRAMENTO', and another to its northeast, labeled 'ROSEVILLE'. The area between them is labeled 'PLACER CO.'. Arrows point from the labels to their respective locations. The entire map is titled 'STATE OF CALIFORNIA' at the bottom.



|     |    |         |                   |      |       |
|-----|----|---------|-------------------|------|-------|
| 1   | KB | 1/16/04 | PHASE 2 EXPANSION | MF   |       |
| REV | BY | DATE    | DESCRIPTION       | TECH | APPR. |



ELECTRIC  
DEPARTMENT  
(916) 774-5601

|   |                                                 |          |
|---|-------------------------------------------------|----------|
| T | VICINITY & SITE LOCATION PLAN<br>& DRAWING LIST | JL<br>AL |
|---|-------------------------------------------------|----------|

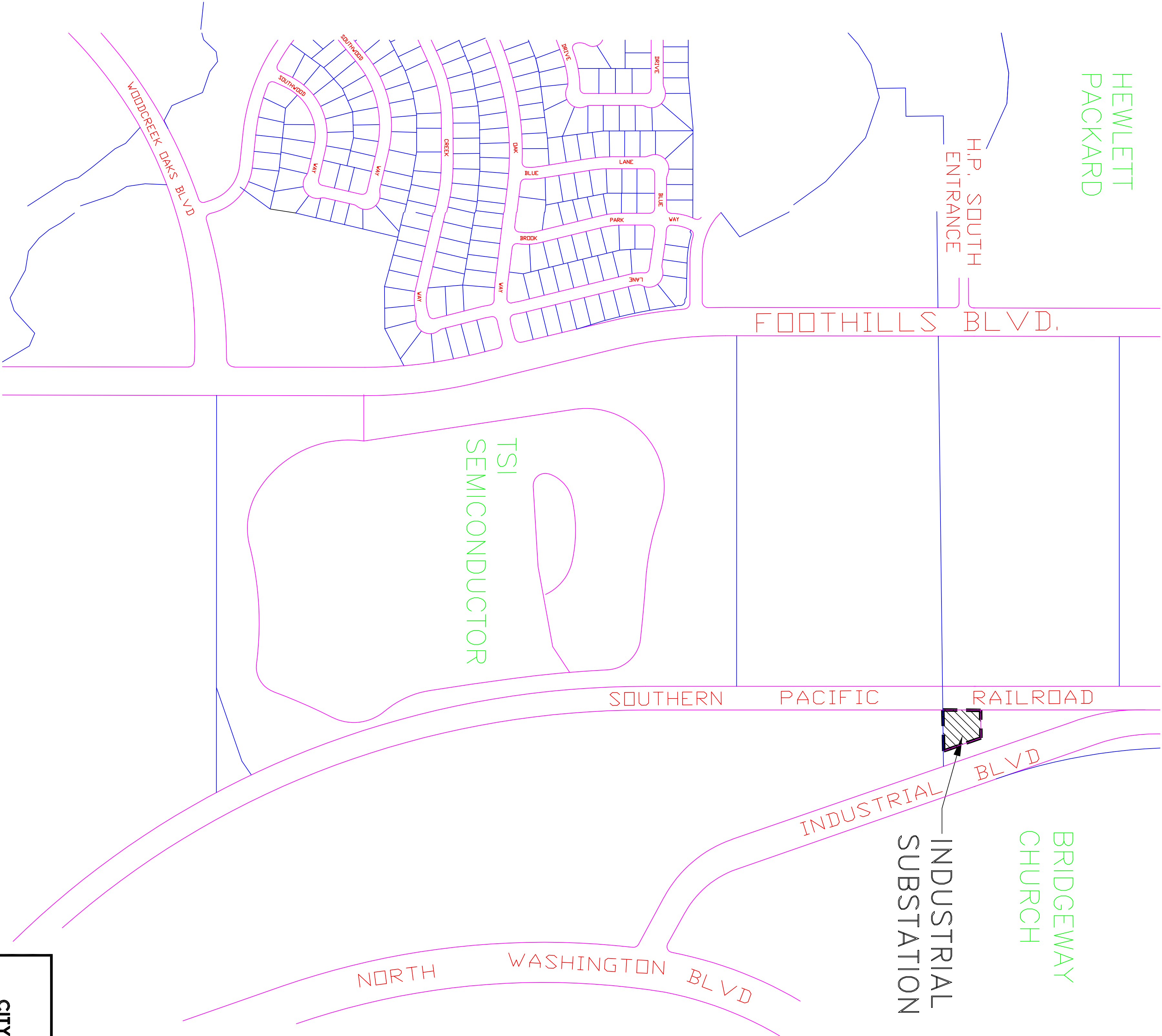
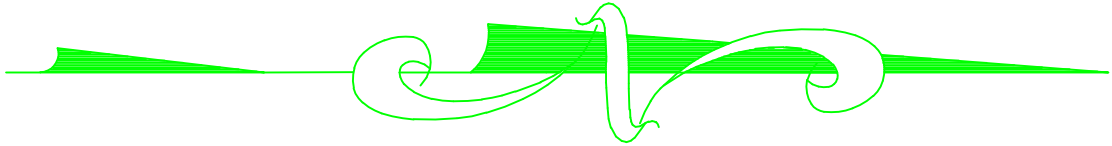
|               |       |                |
|---------------|-------|----------------|
| TITLE         |       |                |
| ENG. M. FOK   | APPR. | SCALE 1"=1500' |
| DR. J. HANSON |       | DATE 2/5/98    |

|         |        |
|---------|--------|
| JOB NO. | 944013 |
|---------|--------|

ACCOUNT NO. 40001

DRAWING NO.  
325C1-01





CITY OF

ROSEVILLE

CALIFORNIA

Roseville Electric

|                                        |    |            |                      |  |       |
|----------------------------------------|----|------------|----------------------|--|-------|
|                                        |    |            |                      |  |       |
| 1                                      | VB | 11/19      | GENERAL UPDATES      |  | APPR. |
| REV                                    | BY | DATE       | DESCRIPTION          |  | APPR. |
| INDUSTRIAL SUBSTATION<br>LOCATION PLAN |    |            |                      |  |       |
| TITLE                                  |    |            | JOB NO. 964002       |  |       |
| ENG. M.Fok                             |    | APPR.      | ACCOUNT NO. 40001    |  |       |
| DR. C.Mah                              |    |            | DRAWING NO. 315C1-13 |  |       |
|                                        |    | SCALE NONE | DATE 12-16-96        |  |       |



## COUNCIL COMMUNICATION

**CC #: 1386**  
**File #: 0800-03**

**Title:** Relocation of Overhead Electric Lines on Parcel F-55 – Agreements to Perform  
Tariff Schedule Related Work  
**Contact:** Beth Taylor 916-746-1300 bftaylor@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.7.**

### RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution approving two Agreements to Perform Tariff Schedule Related Work with Pacific Gas and Electric to relocate the power lines associated with the sale of Parcel F-55 and authorizing the City Manager to execute the agreements on behalf of the City of Roseville.

### BACKGROUND

At their July 17, 2019 meeting, Council approved a resolution finding that the exchange of a portion of City-owned Parcel F-55 located in the West Roseville Specific Plan for Parcel W-60a owned by Westpark Communities was in the City's best interest, and authorized the City Manager to execute a Purchase and Sale Agreement and Escrow Instructions. Subsequently, the Purchase and Sale Agreement and a letter agreement entered into between the City and Westpark on March 25, 2020 requires that the City relocate the 60 kV Pacific Gas & Electric (PG&E) power lines that currently traverse parcel F-55.

Staff worked with PG&E to identify the optimal route for relocation of the power lines which is to utilize existing underground infrastructure along Hayden Parkway and construction of new above-ground infrastructure along Blue Oaks Boulevard.

PG&E will complete the design of the relocation and perform much of the work to relocate the power lines in accordance with the Agreements to Perform Tariff Schedule Related Work that are the subject of this agenda item.

Prior to PG&E completing their relocation work, staff must complete inspections and minor repairs of the existing underground infrastructure within Hayden Parkway. Staff is in the process of developing documents for completion of those repairs.

The project is expected to begin this summer and be completed by the fall.

## FISCAL IMPACT

The relocation project is estimated to cost approximately \$400,000. Of that, the cost of these agreements is \$202,162.63. At their meeting on January 20, 2021, Council approved a budget adjustment allocating General Fund resources to pay for the project. No additional funding is being requested.

## ENVIRONMENTAL REVIEW

The proposed project involves the replacement and reconstruction of existing facilities. This activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The proposed project also 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,

Beth Taylor, Assistant Engineer

Jason Shykowski, Public Works Director



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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution 21-136

PG&E Agreements

Location Map

RESOLUTION NO. 21-136

APPROVING AGREEMENTS TO PERFORM TARIFF SCHEDULE RELATED WORK, BY  
AND BETWEEN PACIFIC GAS & ELECTRIC AND THE CITY OF ROSEVILLE, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, at the July 17, 2019 Council meeting, Council approved a resolution finding that the exchange of a portion of City-owned Parcel F-55 located in the West Roseville Specific Plan for Parcel W-60a owned by Westpark was in the City's best interest; and

WHEREAS, the Purchase and Sale Agreement entered into between the City and Westpark on March 25, 2020, requires that the City relocate the 60 kv Pacific Gas & Electric (PG&E) power lines that currently traverse parcel F-55; and

WHEREAS, staff worked with PG&E to identify the optimal route for relocation of the power lines which is to utilize existing underground infrastructure along Hayden Parkway and construction of new above-ground infrastructure along Blue Oaks Boulevard; and

WHEREAS, PG&E will complete the design of the relocation and perform much of the work to relocate the power lines in accordance with the Agreements to Perform Tariff Schedule Related Work; and

WHEREAS, the two Agreements to Perform Tariff Schedule Related Work, by and between PG&E and the City of Roseville, have been reviewed by City Council.

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 \_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

---

MAYOR

ATTEST:



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City Clerk



# Customer Payment Coupon

February 23, 2021

City Of Roseville  
311 Vernon Street  
ROSEVILLE, CA 95678

| References     |             |
|----------------|-------------|
| Notification # | 118434649   |
| Contract #     | 50033912 V5 |
| E20B-PM #      | 35156778    |
| ERR-PM #       | 35156778    |
| Customer #     | 2546599     |

## Customer Cost Summary

BLUE OAKS BLVD AND HAYDEN PARKWAY(APN 492-012-004-000), ROSEVILLE

| Amounts Due                                       |              | Total Due    |
|---------------------------------------------------|--------------|--------------|
| Elec Reloc & Rearrangement Non-Refundable Payment | \$5,227.12   |              |
| Rule 20B Non-Refundable Payment                   | \$198,935.51 |              |
| Minus the following credit                        |              |              |
| Advance Credit                                    | (\$2,000.00) |              |
|                                                   |              | \$202,162.63 |

## Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at [pge.com/contractpayments](https://pge.com/contractpayments)

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to:**  
PG&E CFM/PPC Department  
PO BOX 997340  
Sacramento, CA 95899-7340

### IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract **ONLINE**, a copy will be saved to your Customer Connections Online (CCO) account at [pge.com/cco](https://pge.com/cco).

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](https://pge.com/safety).

**Have Questions?**  
**Please Call 1-800-422-0436**



118434649





**Pacific Gas and Electric Company**  
**Agreement to Perform**  
**Tariff Schedule Related Work**

February 23, 2021

**DISTRIBUTION:**

- ☐ Applicant (Original)  
☐ Division (Original)  
☐ ACCTG. SVCS.

**REFERENCES:**

Notification # 118434649  
Contract # 50033912 V5  
RR-PM # 35156778

**City Of Roseville, A MUNICIPAL CORPORATION (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:**

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

**LOCATION: BLUE OAKS BLVD AND HAYDEN PARKWAY(APN 492-012-004-000), ROSEVILLE**

**DESCRIPTION OF WORK ELECTRIC: RELOCATE OH FACILITIES FOR A NEW DEVELOPMENT**

**DESCRIPTION OF WORK GAS:**

|                                                  |     | Electric          | Gas           |
|--------------------------------------------------|-----|-------------------|---------------|
| Engineering and Administrative Costs             | (+) | <u>\$1,154.07</u> | <u>\$0.00</u> |
| Including Applicant Design Value of              |     | <u>\$0.00</u>     | <u>\$0.00</u> |
| Re-engineering/Comp Prep/Add'l AD Plan Checks    | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| Facilities (Cable, Transformers / Gas Pipe)      | (+) | <u>\$1,719.85</u> | <u>\$0.00</u> |
| Trench, Conduits & Substructures                 | (+) | <u>\$6,931.08</u> | <u>\$0.00</u> |
| Tie-In / Meters                                  | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| Trench Permits & Land Rights                     | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| Inspection Fees                                  | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| <b>Subtotal</b>                                  | (=) | <u>\$9,805.00</u> | <u>\$0.00</u> |
| Including Net Joint Pole Credit Value of         |     | <u>\$0.00</u>     | <u>\$0.00</u> |
| plus ITCC @ <u>24%</u> Electric <u>0%</u> Gas    | (+) | <u>\$2,353.19</u> | <u>\$0.00</u> |
| plus Non Taxable Work                            | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| D.0405055 Line Extension Costs - Residential     | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| D.0405055 Line Extension Costs - Non-Residential | (+) | <u>\$0.00</u>     | <u>\$0.00</u> |
| less Value of Relocation Applicant Design Work   | (-) | <u>\$0.00</u>     | <u>\$0.00</u> |
| less Work Provided by Applicant                  | (-) | <u>\$6,931.08</u> | <u>\$0.00</u> |
| less Salvage                                     | (-) | <u>\$0.00</u>     | <u>\$0.00</u> |
| <b>Total Payment</b>                             | (=) | <u>\$5,227.12</u> | <u>\$0.00</u> |



118434649

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of  
Five thousand two hundred twenty-seven dollars and twelve cents \$5,227.12

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_

**City Of Roseville, A  
MUNICIPAL CORPORATION**

Applicant

**PACIFIC GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

**Dominick Casey**

Print/Type/Name

By: \_\_\_\_\_ David Bond

**Title:** City Manager

**Title:** Service Planning Supervisor

**Mailing Address:** 311 Vernon Street  
ROSEVILLE, CA 95678



118434649



**® Pacific Gas and Electric Company  
Agreement to Perform  
Tariff Schedule Related Work**

February 23, 2021

**DISTRIBUTION:**

- ☐ Applicant (Original)  
☐ Division (Original)  
☐ ACCTG. SVCS.

**REFERENCES:**

Notification # 118434649  
Contract # 50033912 V5  
R20-PM # 35156778

**City Of Roseville, A MUNICIPAL CORPORATION (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:**

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

**LOCATION: BLUE OAKS BLVD AND HAYDEN PARKWAY(APN 492-012-004-000), ROSEVILLE**

**DESCRIPTION OF WORK: Rule 20B - Underground existing overhead electric facilities**

|                                                                |               |                            |
|----------------------------------------------------------------|---------------|----------------------------|
| Engineering & Administrative Costs                             |               | <u>\$15,177.33</u>         |
| Including Applicant Design Value of                            | <u>\$0.00</u> |                            |
| Cost of Additional Applicant Design Plan Checks                | (+)           | <u>\$0.00</u>              |
| Value of 20B Underground System                                | (+)           | <u>\$131,508.28</u>        |
| Tie-In of 20B by PG&E                                          | (+)           | <u>\$42,679.37</u>         |
| PG&E Land Rights Costs                                         | (+)           | <u>\$3,871.01</u>          |
| Inspection Fees                                                | (+)           | <u>\$3,229.05</u>          |
| Value of 20B Trench & Excavation                               | (+)           | <u>\$12,538.56</u>         |
| Value of 20B Conduits & Substructures                          | (+)           | <u>\$18,587.21</u>         |
| Rule 20B Trench Permits Obtained by PG&E                       | (+)           | <u>\$400.00</u>            |
| less Cost of Equivalent Overhead System                        | (-)           | <u>\$42,698.29</u>         |
| <b>SUB TOTAL</b>                                               | <b>(=)</b>    | <b><u>\$185,292.52</u></b> |
| Including Net Joint Pole Credit Value of                       | <u>\$0.00</u> |                            |
| plus ITCC @ 24%                                                | (+)           | <u>\$44,470.20</u>         |
| Value of 20B Trench, Excavation & Conduit for Others (no ITCC) | (+)           | <u>\$0.00</u>              |
| <b>SUB TOTAL</b>                                               | <b>(=)</b>    | <b><u>\$229,762.72</u></b> |
| less 20B Underground System Installed by Applicant             | (-)           | <u>\$0.00</u>              |
| less 20B Trench & Excavation Provided by Applicant             | (-)           | <u>\$12,538.56</u>         |
| less 20B Conduits & Substructures Installed by Applicant       | (-)           | <u>\$18,288.65</u>         |
| less Value of Applicant Design Work                            | (-)           | <u>\$0.00</u>              |
| <b>Electric Rule 20B Cash Payment</b>                          | <b>(=)</b>    | <b><u>\$198,935.51</u></b> |
| Amount shown does not include PG&E Contribution of:            |               | <u>\$10,090.86</u>         |



118434649

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of  
One hundred ninety-eight thousand nine hundred thirty-five dollars and fifty-one cents \$198,935.51

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this \_\_\_\_\_ day of \_\_\_\_\_

**City Of Roseville, A**  
**MUNICIPAL CORPORATION**

Applicant

**PACIFIC GAS & ELECTRIC COMPANY**

By: \_\_\_\_\_

**Dominick Casey**

Print/Type/Name

By: \_\_\_\_\_ David Bond

**Title:** City Manager

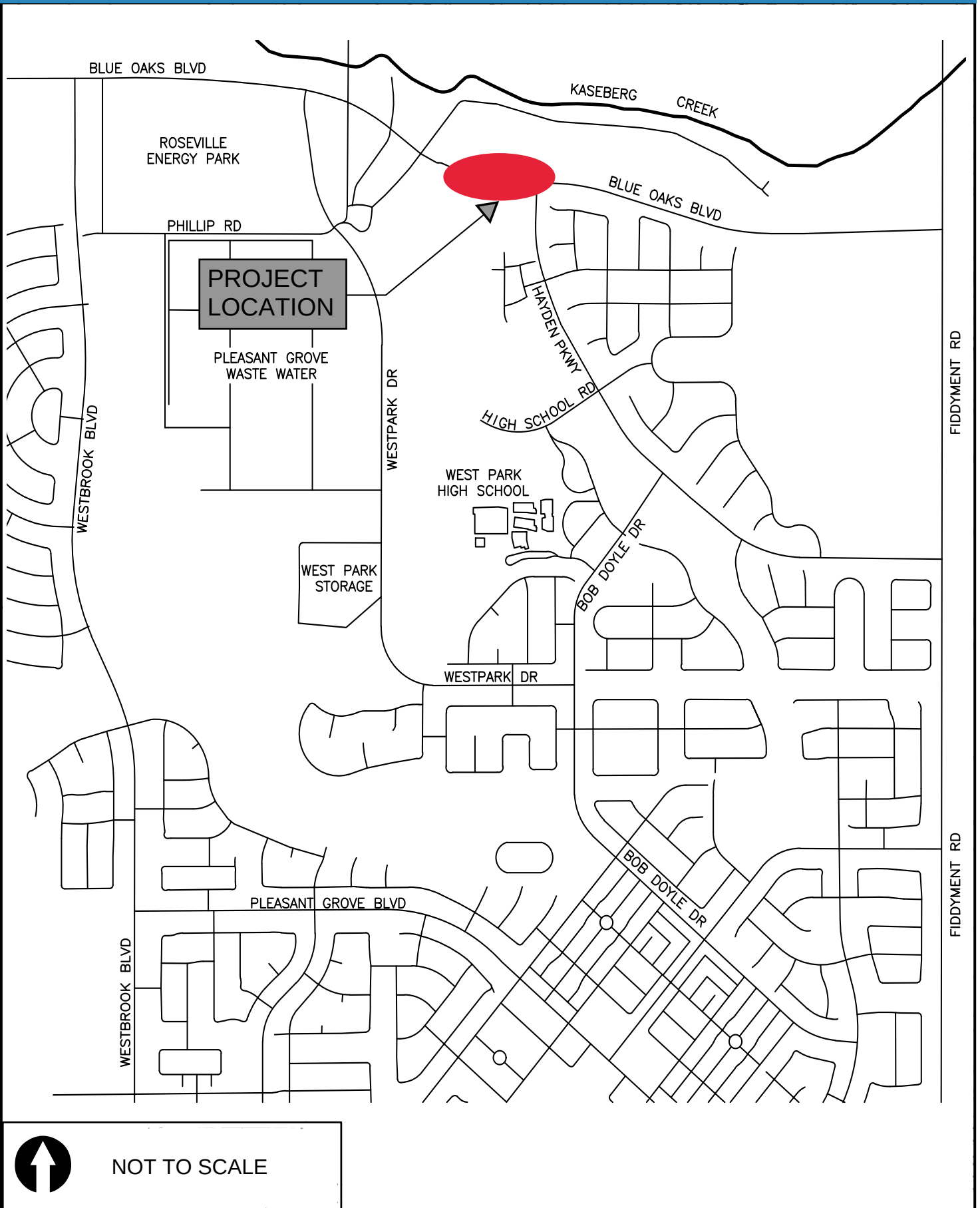
**Title:** Service Planning Supervisor

**Mailing Address:** 311 Vernon Street  
ROSEVILLE, CA 95678



118434649

# Relocation of Overhead Lines on Parcel F-55 Blue Oaks Blvd and Hayden Parkway





## COUNCIL COMMUNICATION

CC #: 1379

File #: 0210

**Title:** Sales Tax Revenue Consulting Services - Professional Services Agreement

**Contact:** Scott Pettingell 916-774-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)

**Meeting Date:** 4/7/2021

**Item #:** 7.8.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt:

1) a resolution authorizing the City Manager to execute a professional services agreement with MuniServices, LLC to provide sales tax and transactions and use tax auditing, projection, recovery, and consultant services; and

2) a resolution authorizing MuniServices, LLC access to all sales and transactions and use tax records collected for the City by the California Department of Tax and Fee Administration, including Measure B sales and transaction and use tax records, and superseding the prior resolution authorizing access to sales and use tax records adopted by City Council on December 19, 2018.

### BACKGROUND

In January 2021, the City issued a Request for Proposals to identify the most qualified firm to provide sales tax and transactions and use tax auditing, projection, recovery, and consultant services. City staff have completed an evaluation of all submitted proposals and recommends that the City Council authorize the City Manager to enter into an agreement with MuniServices, LLC to perform the requested services. MuniServices was selected based on several factors, including cost, experience, staff expertise, and services provided. Also, having been in contract with the City of Roseville since 1996, MuniServices has the institutional knowledge to ensure smooth services. Over the last five years, MuniServices has recovered over \$5 million in sales tax revenue for the City.

The services provided by MuniServices include the examination of sales tax and transaction and use tax records to ensure that these taxes are correctly attributed to the City. Additionally, MuniServices facilitates the process of correcting misallocations by the California Department of Tax and Fee Administration (CDTFA), so revenue is accurately remitted to the City. MuniServices' scope of work also includes a review of the City's Measure B revenues.

MuniServices' compensation covers sales or transaction and use tax projection, reporting, and

access to its sales tax database, in addition to a 15 to 12 percent contingency rate of new or misallocated sales and use tax revenues realized by the City as a direct result of MuniServices detection, documentation and correction. Also, MuniServices has agreed to decrease the contingency rate for all outstanding misallocated sales and use tax revenues identified under previous agreements from 25% and 20% to 15%, resulting in savings to the City.

The recommended agreement with MuniServices includes an annual not-to-exceed amount of \$150,000, or \$300,000 over the agreement's initial two-year term. Actual payments to MuniServices will be based on actual quarterly revenues received by the City as a direct result of MuniServices efforts.

Also, staff recommends that the City Council adopt a resolution authorizing MuniServices to access tax records collected by the CDTFA necessary to perform the agreed-upon services. This resolution is required to comply with Section 7056 of the California Revenue and Taxation Code that imposes conditions on the access of tax records and supersede the prior resolution authorizing MuniServices access to sales and use tax records adopted by the City Council on December 19, 2018.

### FISCAL IMPACT

There are adequate funds available in the FY2020-21 Adopted Budget to fund this agreement. Staff will incorporate the future year cost of this agreement into the proposed FY2021-22 Budget.

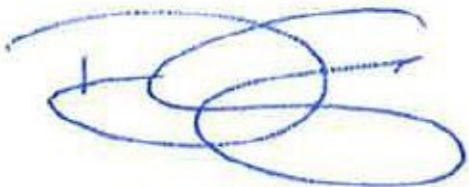
### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

**ATTACHMENTS:****Description**

Resolution 21-129

MuniServices agreement

Resolution 21-130



RESOLUTION NO. 21-129

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE  
CITY OF ROSEVILLE AND MUNISERVICES, LLC, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for tax revenue consulting services,  
between the City of Roseville and MuniServices, LLC, has been reviewed by the City Council;  
and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

## PROFESSIONAL SERVICES AGREEMENT

### Tax Revenue Consulting Services

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by and between the City of Roseville, a municipal corporation ("CITY"), and MuniServices,  
LLC, a Delaware limited liability company ("CONSULTANT"); and

### W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of tax revenue consulting  
services; and

WHEREAS, CONSULTANT has prepared a proposal in response to RFP# 10-019, dated  
January 15, 2021, which describes the scope of work to be performed by CONSULTANT, the  
budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of  
services as described in EXHIBIT "A," attached hereto and incorporated herein by this  
reference.

2. Term. The term of this Agreement shall be for a two (2) year period, with the  
option to extend the term of this agreement for up to three (3) consecutive one (1) year periods.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total annual compensation shall not exceed one hundred fifty thousand dollars (\$150,000); and total compensation under this Agreement shall not exceed three hundred thousand dollars (\$300,000).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

| <u>COVERAGE</u>                               | <u>LIMITS OF LIABILITY</u>                                                                                                       |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation                         | Statutory                                                                                                                        |
| Commercial General Liability                  | \$1,000,000 each occurrence<br>\$2,000,000 aggregate<br>Personal Injury:<br>\$1,000,000 each occurrence<br>\$2,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$1,000,000 per claim<br>\$2,000,000 aggregate                                                                                   |

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

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

insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

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

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

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

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

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

7. Confidentiality Requirements. Section 7056 of the California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056(b)(1) of the California Revenue and Taxation Code are hereby made part of this Agreement.

- a. CONSULTANT is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.
- b. CONSULTANT is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- c. CONSULTANT is prohibited from performing consulting services for a retailer, as defined in California Revenue and Taxation Code Section 6015, during the term of this Agreement.
- d. CONSULTANT is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of the Department of Tax and Fee Administration records

shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056(b) of the California Revenue and Taxation Code. The resolution shall designate the CONSULTANT as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056(b)(1) of the Revenue and Taxation Code.

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

9. 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.

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

11. 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.

12. 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.

13. 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.



14. 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.

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

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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

Jeannine Thrash  
311 Vernon Street  
Roseville, CA 95678

CONSULTANT

Thomas Adams  
5716 Corsa Ave., Ste. 203  
Westlake Village, CA 91362

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

22. 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

MUNISERVICES, LLC, a  
Delaware limited liability company

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:   
its: Chief Financial Officer  
and

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

ATTEST:

BY: \_\_\_\_\_  
its: \_\_\_\_\_

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
DENNIS KAUFFMAN  
Chief Financial Officer/  
Assistant City Manager

## EXHIBIT “A”

## **TAB E: Project Plan [RFP Section 5.7]**

Avenu/MuniServices is has included in this section our project plan and accompanying information relating to the requirements and items listed in Section 3.0 – Scope of Services

Avenu/MuniServices has closely reviewed the City's Statement of Work and we attest that we have all skills, capabilities, and resources to meet and/or exceed the requirements stated therein.

With over 40 years of experience in these services, Avenu/MuniServices has a keen and unparalleled understanding of Sales Tax auditing and revenue enhancement services. Avenu/MuniServices has closely reviewed Section 3.0 – Scope of Work in the City's solicitation and we have the capabilities to meet and exceed all requirements listed therein.

### **SALES TAX – REVENUE ENHANCEMENT SERVICES [RFP SECTION 3.1]**

#### **Meeting the Scope of Services**

To demonstrate our capability to meet all requirements listed in the Scope of Services, Avenu/MuniServices has provided a compliance matrix below

| <b>Requirement</b>                                                                                                                                                                                                 | <b>Meet?</b> | <b>Avenu/MuniServices Response</b>                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly allocated to the City.                                           | ✓Yes         | As a part of our core sales /transactions/use tax offering, Avenu/MuniServices are experts at the identification and correction of sales/transaction/use tax reporting errors that are not correctly allocated to the City. |
| Identify and correct the reporting of businesses that are improperly reporting tax to the county pool.                                                                                                             | ✓Yes         | Avenu/MuniServices' experts have four (4) decades of experience identifying and reporting business that are incorrectly reporting tax to the County pool                                                                    |
| Detect, document and correct sales/transactions/use tax reporting errors/omissions.                                                                                                                                | ✓Yes         | Avenu/MuniServices' team has extensive expertise in the detection, documentation, and correction of sales/transactions/use tax reporting errors and omissions.                                                              |
| Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators.                                                    | ✓Yes         | Avenu/MuniServices will conduct comprehensive and thorough audit measures to ensure that the revenue information used for ongoing economic analysis includes all sales/use/transaction tax generators                       |
| Identify strategies to preserve sales and use tax revenue generated by existing businesses within the City.                                                                                                        | ✓Yes         | Avenu/MuniServices' experts are extremely adept at identifying and communicating with existing City businesses to preserve sales and use tax due to the City.                                                               |
| Provide customer support to City staff on sales/transactions/use tax inquiries. Provide sales tax data and/or access to software programs to assist the City staff with conducting research on sales tax revenues. | ✓Yes         | Avenu/MuniServices will be providing customer support to the City in addition to providing a dedicated Client Success Manager to ensure the City is adequately supported.                                                   |

|                                                                                                                                                                            |      |                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Provide long-term sales/transactions/use tax forecasts, including revenue from the collection of Measure B.                                                                | ✓Yes | Avenu/MuniServices reporting team will provide to the City long-term sales/transaction/use tax forecasts, which will include revenue from Measure B.                      |
| Provide quarterly reports for Bradley Burns and Measure B sales tax to City for staff analysis. See the requirement for providing an example report in the proposal below. | ✓Yes | Avenu/MuniServices' team will provide quarterly reports for Bradley Burns and Measure B sales tax to the City for analysis.                                               |
| Provide quarterly reports for Bradley Burns and Measure B to City for public reporting. See the requirement for providing an example report in the proposal below.         | ✓Yes | Avenu/MuniServices will provide to the City quarterly reports for Bradley Burns and Measure B for public reporting. Please see Avenu/MuniServices attached sample report. |

## Sales and Use Tax Auditing and Recovery

### Introduction

Avenu/MuniServices understands the importance of the City's Sales and Use Tax revenue and the role it plays in the City's critical services. We understand it allows for the hiring of police officers, fire truck operations, and other fundamental city services. Avenu/MuniServices' approach is a result of over four decades of refined processes and is built upon our decades-long relationship with the City of Roseville. Our personnel are experts in detecting and correcting Sales and Use Tax misallocations, and many of them have first-hand experience with the City. We capture the obvious sales, use & transaction tax errors, as well as the more complicated ones that involve different interpretations of tax liability.

The objective of Avenu/MuniServices' Sales, Use & Transaction Tax Audit (SUTA) and Recovery service is to maximize the City's income – and minimize the cost of lost revenue. **Avenu/MuniServices submits over 5,000 corrections to the CDTFA per year** and we are successful at this through the timely detection and correction of sales, use and transaction taxes misallocated to 1) another jurisdiction, 2) another city-wide and county-wide pool or the statewide pool, and 3) misreported sales taxes that should be allocated to the City. We fully pursue correction of all misallocations allowable within the statute of limitations on recoverability.

"The objective of Avenu/MuniServices' Sales, Use & Transaction Tax Audit (SUTA) and Recovery service is to maximize the City's income and minimize the cost of lost revenue"

Over half of Avenu/MuniServices' overall revenue recoveries are from more complicated use tax errors that other firms rarely detect. Avenu/MuniServices offers a more comprehensive and nuanced audit approach than our competition – we not only capture the 'quick fix' sales tax errors that our competitors find, but we go beyond to identify and correct more complicated errors involving the misinterpretation of or confusion of sales tax versus use tax reporting procedures. *The secondary effort makes the difference.* As an example of our performance, the City of San Diego found that Avenu/MuniServices generated three times as much in sales tax recoveries annually than the next closest competitor. What makes San Diego significant is its size – the results from a large jurisdiction such as San Diego are much more representative of a firm's true audit results. Comparing results for such a large economy over multiple years overcomes bias from one-time anomalies.

Avenu/MuniServices prides itself in forming long term trust-based relationships, and therefore delivers its solutions in the context of concierge-level service. During every stage of the process we realize we are working with people as well as data and processes, so we take great care in our communication. As representatives of



the City, our staff emphasizes cooperation when contacting taxpayers and provides an educational approach as well as guidance related to California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) rules that pertain to proper sales tax allocation. We treat taxpayers with respect.

Avenu/MuniServices regularly engages City staff, and we hold quarterly in-person meetings with City staff, during which we provide a comprehensive update on revenues and budget forecasts. The meetings also are an opportunity for City staff to ask questions about specific businesses, economic trends, or legislative and regulatory activities. We also hold periodic training activities and collaborate closely with your staff.

### Objectives and Methodology

Detecting and correcting Sales, Use & Transaction Tax misallocations is a foundational part of Avenu/MuniServices' value. We capture the obvious sales tax errors and the more complicated ones that involve different interpretations of tax liability.

- ▶ **Taxable Nexus Field Audit.** We target City-based businesses that do not pay sales, use & transaction tax. We do this via physical canvassing of the City's borders in addition to the commercial and industrial areas. We evaluate taxes paid by businesses for their products, will-call operations and other references to sales-related activities. Without this labor-intensive undertaking, misallocations may remain undetected even when electronic data mining is applied.
- ▶ **Tax Area Code (TAC)/Permit Audits.** We identify and correct improperly registered permits of companies with point-of-sale or use operations. We also look for businesses with an incorrect tax area code due to jurisdictional/boundary confusion. Wholesalers, contractors, manufacturers and other non-retail businesses frequently do not hold a permit registered to the City because their operations do not include a point-of-sale qualifying activity. However, these companies often generate tax from the CDTFA audit deficiency assessments, new or changed operations, or the self-accrual of use tax on purchases through direct payment permits.
- ▶ **Deficiency Assessment Audit.** With a CDTFA audit, taxpayers often receive a substantial deficiency assessment due to underpayments and/or under collections. Our proprietary criteria and techniques detect and correct what are often misallocations to the state or City pool. Accordingly, we have developed proprietary criteria and techniques to detect and correct CDTFA deficiency assessment misallocations and thus expand the benefits produced by our allocation audit service.
- ▶ **Quarterly Distribution Report (QDR) Audit.** We conduct QDR audits when we see a substantial change in historical allocation because of declining or missing payments, negative fund transfers, and audit adjustments in the sales and use tax allocation. QDR audits have the same objective as the other audits: to detect, document and assist in correcting errors and thereby generate new, previously unrealized sales, use and transaction tax revenue for the City. To make sure the City gets the highest possible amount of misallocated revenue, we include the current economic period based on the calendar quarter and the three prior tax return periods. Avenu/MuniServices reviews 100% of taxpayers reporting local tax to the City each quarter in addition to a comprehensive review of the Countywide pool to ensure all possible allocation errors and aberrations are identified and submitted for correction.
- ▶ **Accounts Payable Audit Reviews.** In order to identify opportunities for the City to recover the local allocation on purchase transactions subject to tax, and facilitate the recovery of such funds, Avenu/MuniServices performs an accounts payable audit that enables us to prepare the documentation to facilitate the issuance of a direct payment permit (use tax) to the City. We also provide technical assistance in preparing and filing the required tax returns. Our accounts payable audits review



purchases to identify opportunities for the City to capture the 1% local use tax. They also provide the foundation necessary for cities to get a direct payment permit (use tax) and recover funds. Cities also receive our technical assistance in preparing and filing the required tax returns, which is essential because the CDTFA has specific procedures and timing for filing claims. It is important to prioritize and development a relationship with the vendor involved as they will be instrumental throughout the process.

## Sales, Use & Transaction Tax Audit Process

Avenu/MuniServices Sales, Use & Transaction Tax auditing follows the following process:



Figure 2 - Avenu/MuniServices Sales and Use Tax Process Flow Diagram

1. **Data Acquisition** – Data from Multiple sources is acquired and loaded into Avenu/MuniServices' data warehouse for analysis and mining.
2. **Data Review and Analysis** – Avenu/MuniServices thoroughly reviews payment and registration data for possible registration and/or local tax reporting errors.
3. **Taxpayer Investigation** – Avenu/MuniServices verifies taxpayer information including address verification and business activity. If a misallocation is confirmed, Avenu/MuniServices will gather application documentation which includes and any E-Mail Communication with taxpayer and copies of amended returns, questionnaires, contracts, and invoices

4. **Petition Preparation and Submission** – Avenu/MuniServices carefully documents verified misallocation errors into petitions and prepares for submission to CDTFA.
5. **Correction Case Review and Follow-Up** – Taxpayer confirmation and Thank You letters are delivered to facilitate corrective action. New incoming board responses are reviewed. Additionally, case backlog is reviewed to determine those requiring follow-ups with taxpayers and/or CDTFA.
6. **Client Audit Reports** – Avenu/MuniServices provides a Quarterly Audit Update Report, a report containing details on all now petitions filled with the CDTFA on their behalf. Large correction Letter is utilized to notify client of a case correction. Additionally, Avenu/MuniServices provides an Open Account Status Report, which is a report containing all cases that remain uncorrected which reflect status and estimated revenue.

## **Use & Transaction Tax Audit and Recovery Opportunities**

Our Use Tax Audit Services are designed to not only capture use tax revenue through the review of past purchase activity by the businesses in the City, but also to assist in establishing new processes and procedures designed to prevent the pooling of these revenues and increase the direct allocation to the City. The use tax audits identify taxpayers purchasing tangible personal property directly from out-of-state retailers where the transactions are subject to use tax (rather than sales tax). The use tax is often collected by the vendor who in turn remits it to the CDTFA, with the local allocation typically distributed statewide or Citywide through the pools. These audits include proprietary techniques used to identify purchases made by businesses located in the City from out-of-state vendors that are in excess of \$500,000. Additional use tax audits can focus on the practice of "Use Tax Accrual" in certain conditions where the purchaser may elect to self-accrue the use tax and remit it directly to the CDTFA, in which case the local portion will come back to the City in the same manner as sales tax. This can involve both purchases made by the City itself or working directly with businesses and construction contractors to establish the practice of self-accrual and direct remittance of the use tax to the CDTFA.

## **Business Cooperation Program (BCP)**

Avenu/MuniServices pioneered the BCP program, which can generate significant revenues. Our BCP consulting services encourage construction contractors and major vendors to obtain a direct pay permit or job site registration to encourage them to report the applicable local use tax so that the local use payments can be directly allocated to the City instead of the Citywide pool. There are many complexities associated with determining which contractors are eligible to register a job site, in addition to reviewing purchasing contracts for major fixtures, machinery and equipment from overseas manufacturers in order to provide proper instructions to the purchasers. We are actively working with multiple clients on major construction projects to maximize the use tax revenue associated with their purchases of materials, fixtures and machinery and equipment involving sports arenas to include the Sacramento Golden One Arena, hotels, airport expansions (Sacramento International Airport), energy/solar projects in addition to other major commercial and industrial projects (major online distribution warehouses). We are the only firm with experience and verifiable results working with local jurisdictions to maximize use tax revenues on major construction projects such as large commercial and industrial projects, sports arenas, airports, ports, solar arrays –tracking and managing these use tax issues from pre-construction through project completion.

## **Sales, Use & Transaction Tax Corrections**

- ▶ **Correct Reporting Errors.** Avenu/MuniServices' Sales/Use and Transaction Tax Audit team includes a correction/case manager responsible for correcting misallocation errors. The team gets involved after a

petition has been filed with the CDTFA. The team informs the taxpayer and then performs a comprehensive review of all CDTFA responses to petitions. This ensures that all applicable tax reallocations get processed. We respond immediately to negative findings by the CDTFA to preserve the City's Date of Knowledge (DOK). Avenu/MuniServices will keep the City informed quarterly through an Open Account Status Report that will provide an updated overview of inventory/status of petitions as we work with the CDTFA and the taxpayers to ensure that corrections are processed quickly and the new revenue flows to the City.

- ▶ **Documentation.** Efficient corrections require a thorough investigation of the business activity, and our process meets this threshold as evidenced by documentation such as completed questionnaires, fact timelines, website information, and email communications. We file comprehensive information petitions to the CDTFA following the guidelines set forth in Regulation 1807. As needed, we review taxpayer tax returns and obtain amended returns or any other applicable documentation.
- ▶ **Corrections through the Appeals Process.** Avenu/MuniServices' extensive investigation prior to submitting the petition means most problems get resolved at the first level of review thereby mitigating any need to elevate cases for appeal as described in Regulation 1807. Over 98% of all cases submitted to the CDTFA by Avenu/MuniServices are resolved at the initial submission level with the remaining 2% resolved with additional follow-up to the Local Allocation Group without the need for an appeal.
- ▶ **Documentation.** Each quarter the City will receive an Open Account Status Report providing a comprehensive report for all petitions/inquiries filed by Avenu/MuniServices on their current status and an estimate of the revenue estimated that the City will receive once the correction has been processed by the CDTFA.
- ▶ **Quality Control.** We carefully review all accounts for accuracy that we identify to submit to the CDTFA to ensure the required information and applicable documentation is obtained prior to forwarding to the CDTFA. Avenu/MuniServices strives to accurately represent the facts involved with the suspected misallocation and/or deficiency as verified through our audit process to facilitate the correction and funding of the revenue to the City. This includes an estimate of the amount of revenue at issue which is then reviewed against the fund transfers processed by the CDTFA for accuracy. Our quality submissions help ensure faster results with the CDTFA.

## Sales, Use & Transaction Tax Reporting

### Quarterly Reporting and Accuracy

Avenu/MuniServices provides a comprehensive set of reporting and analytics services to help you better understand all aspects of your sales tax base. Our services include sales tax revenue forecasts, local business performance, online reporting, specialized data analytics, and quarterly in-person consulting. Unlike our competitors, our reporting services include specialized consulting to meet the specific needs of each client.

At the heart of our reporting services are our quarterly sales tax meetings. At the quarterly review meeting we cover your sales tax performance results on both a cash and economic basis. We provide sales tax reports such as cash receipts analysis, regional comparisons, Top 25 quarterly gains and declines report, historical trend analysis, top 100 businesses, and other topics pertinent to the City. Additionally, we provide reports that demonstrate sales tax performance for specific geo-coded areas in the City, with a detailed listing of the businesses and amount of sales tax generated by each in these areas. Included with our reporting are comprehensive five-year sales and TUT tax forecasts with multiple scenarios. Our forecasts combine City-

specific business level activity with regional economic indicators and national economic trends. Our proprietary forecasting model provides a customized highly accurate revenue forecast which typically provides a forecast within a 1% to 2% variance of actual revenues received.

## Online Reporting – Clearview Analytics

Avenu/MuniServices has developed state of the art technology products for our clients. Our new online Sales Tax Reporting software titled 'Clearview' is a powerful data analytics platform that allows City staff to research local business activity and export data for further analysis. Our Clearview software includes the following key features:

### Consolidated Economic Reports

- ▶ See key trends at the category, segment, and retailer levels.
- ▶ Access a quick view of how your key retailers are performing.
- ▶ View customized cash forecast by fiscal year.
- ▶ Search for any retailer in your jurisdiction and view their recent payment history.
- ▶ Review and Export the rankings of the sales tax producers in your jurisdiction for recent periods.
- ▶ Locate potential one-time payments.
- ▶ Export the Excel data behind the reports for further analysis or export the visualization to pdf for inclusion in your internal reports.



Figure 3 - Clearview Data Analytics Dashboard

### Geo Area Reports (Cash and Economic)

- ▶ Review trends and where the growth or declines within the geo-area are concentrated and uncover the key drivers of those changes.
- ▶ Export a 10-year history of each geo-area directly to excel for use in your internal reports.



## Cash Trends and Distribution Summaries

- ▶ Review the fiscal year-to-date totals for your cash.
- ▶ See which parts of your economy changed and the key retailers driving those cash changes.
- ▶ Compare your cash performance to other jurisdictions as a quick way of benchmarking performance.

## GIS Maps

- ▶ Visualize your geo-areas and summarize by category and segment.
- ▶ Dynamically view the revenue changes in your geo-areas over time.
- ▶ Compare the performance of one geo-area to another.

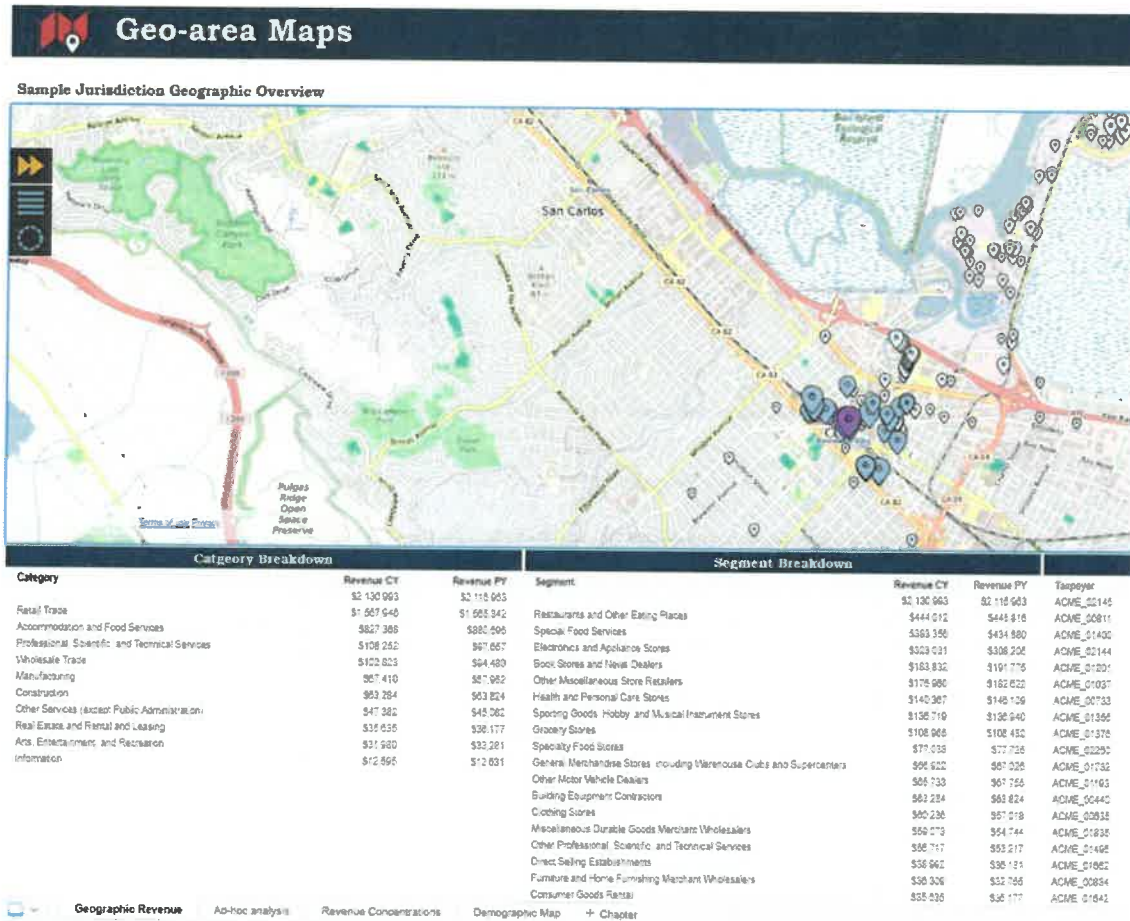


Figure 4 - Clearview Geo-area Maps

## Government Relations

Avenu/MuniServices provides a seasoned government relations team as a complimentary service. Our government relations team provides notice of potential legislative or regulatory impacts to revenue. In many cases we can influence legislation and regulation and resolve key issues so that your tax base is protected and/or expanded. We maintain strong relationships with essential organizations such as the League of California Cities, the US Conference of Mayors, and ad-hoc coalitions. Avenu/MuniServices publishes comprehensive legislative and regulatory policy updates throughout the year which provide clients with details on potential state and federal legislation that might affect local government revenues. Key legislative and regulatory issues and recommended actions are reviewed during our quarterly meetings with clients.

## EXHIBIT “B”

## TAB F: Cost Proposal [RFP Section 5.8]

### BEST AND FINAL OFFER

#### Sales Tax Audit and Analytics

##### Historic Petitions and Invoices

Starting with all invoicing done after April 1, 2021, Avenu will change all outstanding petitions to a 15% contingency rate. This is a significant savings to the City of Roseville for outstanding petitions as most of these were at the 20% rate and a few were at a 25% contingency rate.

##### New Contract Rates (starting with execution of contract)

The same Sales and Use Tax Audit fees will apply to both Bradley Burns and district 'add-on' taxes. Recovered revenue amount triggers will apply to the combined amount from both taxes. Fees will be calculated as follows:

- ▶ **15% Contingency Fee** for recovered revenue of \$1 - \$2,500,000
- ▶ **12% Contingency Fee** for recovered revenue over \$2,500,000

The Sales and Use Tax Audit Service contingency fee will apply to 6 quarters after the Date of Correction and all eligible prior quarters back to and including the 3 quarters prior to the Date of Knowledge quarter with a maximum of ten total quarters. As used herein, the Date of Knowledge is the quarter during which Avenu/MuniServices notifies the State Board of Equalization (SBE) of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the SBE distributes the local tax properly to City based on the taxpayer's reporting, together with any prior period reallocations. For QDR Misallocations detected and corrected, Avenu/MuniServices compensation will only include the quarters in which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between Avenu/MuniServices and the City, Avenu/MuniServices shall be entitled to full payment of all compensation as provided herein even if any one or more of City, its personnel, agents, or representatives, or any third party or parties provide(s) information to Avenu/MuniServices that assists or is used by Avenu/MuniServices in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

In the event that the City identifies, documents, and notifies the SBE of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the City agrees to notify Avenu/MuniServices of the City's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). The City also agrees to notify Avenu/MuniServices promptly if it is working on a local tax misallocation issue independently of Avenu/MuniServices and to maintain and promptly make available to Avenu/MuniServices on request contemporaneous documentation of such work and its timing so that the duplication of work can be avoided. If the City fails to so notify Avenu/MuniServices as provided above and Avenu/MuniServices later detects, documents, and reports the misallocation or reporting error to the State Board of Equalization, or if Avenu/MuniServices has established a Date of Knowledge with the SBE prior to notification to the Board by the City, then Avenu/MuniServices is entitled to full compensation for the affected account as provided herein.

Because the services performed by Avenu/MuniServices result in corrections of misallocations and other revenue after cessation of services performed by Avenu/MuniServices for the City, the City agrees that with regards to misallocations identified to the SBE whose Date of Knowledge occurred during Avenu/MuniServices performance of services for the City or for other revenue resulting from Avenu/MuniServices actions taken during the term of the Agreement, that the City's obligation to pay Avenu/MuniServices in accordance with the compensation language of the Agreement will survive expiration or termination of the Agreement for any reason. Additionally, notwithstanding any other provision of the Agreement, if the Agreement is terminated or completion period.

### **Reporting Services**

The Clearview Reporting Service will be provided at an annual fixed fee of \$4,000 paid \$1,000 per quarter (this is the same pricing we provided 5 years ago and less than the amount we currently charge). We will no longer charge an annual CPI adjustment for this service.

### **Additional Consulting Services**

The City may request that Avenu/MuniServices provide additional consulting services at any time during term of the Agreement. If Avenu/MuniServices and the City agree on the scope of the additional consulting services requested, then Avenu/MuniServices shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, Avenu/MuniServices' standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. The following are sample hourly rates based on the job classification (these rates are subject to change):

| Avenu/MuniServices Hourly Rate Schedule |             |
|-----------------------------------------|-------------|
| Position                                | Hourly Rate |
| Principal                               | \$200       |
| Project Manager/Director                | \$175       |
| Client Services Executive               | \$150       |
| Senior Analyst                          | \$125       |
| Information Technology                  | \$175       |
| Analyst                                 | \$100       |
| Administrative                          | \$75        |



RESOLUTION NO. 21-130

RESOLUTION AUTHORIZING THE EXAMINATION OF SALES OR  
TRANSACTIONS AND USE TAX RECORDS

WHEREAS, pursuant to Chapter 4.20 of the Roseville Municipal Code, the City of Roseville ("City") entered into a contract with the California Department of Tax and Fee Administration ("Department") to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

WHEREAS, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Department pertaining to sales and transactions and use taxes collected for City by the Department; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Department;

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

Section 1. That the Assistant City Manager/Chief Financial Officer, or other officer or employee of City designated in writing by the Assistant City Manager/Chief Financial Officer to the Department, is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Department pertaining to sales and transactions and use taxes collected for City by the Department pursuant to the contract between City and the Department. The information obtained by examination of Department records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the Department pursuant to the contract.

Section 2. That the Assistant City Manager/Chief Financial Officer, or other officer or employee of City designated in writing by the Assistant City Manager/Chief Financial Officer to the Department, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Department for purposes related to the following governmental functions of City:

- a) tracking and economic development;
- b) forecasting and budget related functions;
- c) detection of misallocations and deficiencies.

The information obtained by examination of Department records shall be used only for those governmental functions of City listed above.

Section 3. That MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Department pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinance:

*Measure B* Protecting Roseville's Public Safety, Roads, and Essential Services  
as codified in Chapter 4.22 of the Roseville Municipal Code

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 and Section 2 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those sales and transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Department pursuant to the contracts between City and the Department and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

Section 4. This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

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 #: 1374**

**File #: 0200**

**Title:** Bond Trustee Services - Professional Services Agreement Amendment

**Contact:** Nick Rosas 916-774-5314 nrosas@roseville.ca.us

**Meeting Date: 4/7/2021**

**Item #: 7.9.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve the fifth amendment to the professional services agreement to extend the term for Bond Trustee Services with The Bank of New York Mellon Trust Company, N.A., to June 30, 2022, and authorize the City Manager to execute it.

### BACKGROUND

The City's bond trustee relationship is currently maintained with The Bank of New York Mellon Trust Company, N.A. Given the ongoing changes occurring within the banking industry and evolving technologies, the City issued a request for proposals five years ago and the resulting contract was awarded to The Bank of New York Mellon Trust Company, N.A., for a one-year term with five additional one-year extensions. This fifth amendment extends the term of services to June 30, 2022.

### FISCAL IMPACT

This contract amendment for the sixth year of services has an estimated cost of \$75,000, bringing the total not-to-exceed contract amount to \$450,000. The annual fee of approximately \$1,800 per series is charged for each outstanding bond series. Payment for these services will be paid by the Environmental Utilities Department, the Electric Department, and community facilities districts. There is no impact to the City's General Fund.

### ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of a fifth amendment to professional services agreement for bond trustee services does not include the potential for a significant environmental effect and therefore is not subject to CEQA.

Respectfully Submitted,

Nick Rosas, Accounting Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer

A handwritten signature in blue ink, appearing to be 'DC', with a large loop and a horizontal line extending to the right.

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-124

Professional Services Agreement Amendment

RESOLUTION NO. 21-124

APPROVING A FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a fifth amendment to professional services agreement for bond trustee services, by and between the City of Roseville and The Bank of New York Mellon Trust Company, N.A. has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said fifth 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

**FIFTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

Project: Bond Trustee Services

THIS FIFTH AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Roseville, a municipal corporation ("CITY"), and The Bank of New York Mellon Trust Company, N.A., a national banking association ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 3, 2016, amended on June 21, 2017, June 20, 2018, April 3, 2019, and March 18, 2020 ("Agreement") regarding Bond Trustee Services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to extend the term by one year; and

WHEREAS, CONSULTANT is willing and able to continue providing bond trustee services for an additional year.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 1 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY exercises its fifth option to renew the contract for one additional year. Therefore, the term of the Agreement is hereby extended to June 30, 2022."

2. Paragraph 3 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay seventy-five thousand dollars (\$75,000.00), in consideration of the additional services as set forth in Exhibit “A” to the Fifth Amendment to Agreement. This brings the total not to exceed contract amount to four hundred fifty thousand dollars (\$450,000.00).”

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

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Fifth 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 Fifth Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., a national  
banking association

BY:  Milly Canessa  
San Francisco,  
California  
2021-02-26 17:58-08:00  
its: Milly Canessa, Vice President

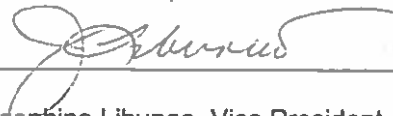
[SIGNATURES CONTINUED ON FOLLOWING PAGE]



ATTEST:

and

BY:



its: Josephine Libunao, Vice President

BY:

SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY:

ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:

DENNIS KAUFFMAN  
Assistant City Manager/  
Chief Financial Officer

EXHIBIT “A”

## Trustee Bid Form

|                                                          | ASSUMPTIONS    | CALCULATION   | FEE            |
|----------------------------------------------------------|----------------|---------------|----------------|
| <b>UP-FRONT FEES:</b>                                    |                |               |                |
| Acceptance Fee - Trustee                                 | Flat Fee       | 0             | Waived         |
| First Year Administration                                | Flat Fee       | per series    | \$1,200        |
| Bond Issuance                                            | Book-Entry     | 0             | Waived         |
| Legal Counsel                                            | Not to Exceed  | per indenture | \$1,500        |
| COI Disbursements                                        | 12             | \$25 per wire | \$300          |
| First Year Book-Entry                                    | Flat Fee       |               | Waived         |
| Out of Pocket                                            | Estimate       |               | At Cost        |
| Any other fees not listed                                |                |               |                |
| <b>TOTAL</b>                                             |                |               | <b>\$3,000</b> |
| <b>ANNUAL FEES: The Agency requires that all ongoing</b> |                |               |                |
| Annual Administration - Trustee                          | Flat Fee       | per series    | \$1,000        |
| Annual Dissemination Agent Fee                           | Flat Fee       | per series    | \$250          |
| Book-Entry                                               | Flat Fee       |               |                |
| Out of Pocket                                            | Estimate/Basis |               | At Cost        |
| Any other fees not listed                                |                |               |                |
| <b>TOTAL</b>                                             |                |               |                |
| <b>OTHER FEES</b>                                        |                |               |                |

|                                                                                  |  |                                  |                |
|----------------------------------------------------------------------------------|--|----------------------------------|----------------|
| On-line Availability of Monthly Reports<br>(Number of days from month end, Cost) |  |                                  | <i>Waived</i>  |
| Requisition/Disbursement Fee-Check or<br>Wire / per transaction                  |  | <i>\$25 per<br/>disbursement</i> | <i>\$25</i>    |
| Investments                                                                      |  | <i>\$25 per trade</i>            | <i>\$25</i>    |
| TOTAL                                                                            |  |                                  |                |
|                                                                                  |  |                                  |                |
| OTHER INFORMATION                                                                |  |                                  |                |
| Any other fees not described elsewhere                                           |  |                                  | <i>\$1,300</i> |



## COUNCIL COMMUNICATION

CC #: 1373

File #: 0709-03-01

**Title:** East Street Subdivision Infill Parcel 35, 32B – Affordable Purchase Housing Agreement

**Contact:** Suzanne Acrell 916-774-5469 [sacrell@roseville.ca.us](mailto:sacrell@roseville.ca.us)  
Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)

**Meeting Date:** 4/7/2021

**Item #:** 7.10.

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution to approve an Affordable Purchase Housing Agreement with USKO Construction – East Street Subdivision (Infill Parcel 35, 32B), and authorize the City Manager to execute the agreement and any related documents.

### BACKGROUND

The City of Roseville's General Plan Housing Element requires a 10% affordable housing obligation for residential development and recommends that developers provide a distribution of the required affordable housing as follows: 40% to very low-income rental; 40% to low-income rental and 20% to middle-income purchase. Since the 1980's, the City's Housing Division has implemented the General Plan's recommended distribution for compliance with the 10% affordable housing obligation. The proposed Affordable Purchase Housing Agreement (APHA) will assist the City in meeting its affordable housing policy goals and Regional Housing Needs Allocation (RHNA).

On August 9, 2018, the Planning Commission approved the USKO Construction – East Street Subdivision (Infill Parcel 35, 32B) tentative subdivision map which added 10 units to the Infill Specific Plan Parcels 35, 32B. The addition of units to the Infill Specific Plan triggered the requirement of the 10% affordable housing goal. Based on the addition of 10 units, it was determined that the developer has an obligation to provide one (1) affordable purchase unit that is affordable to middle-income buyers earning 100% of the area median income or less. A condition of approval on the map requires the developer, USKO Construction, to enter into an APHA with the City to implement the affordable housing obligations.

The proposed APHA establishes the methods and terms by which the affordable unit is sold to an income-qualified affordable buyer, see Attachment. The subsidy to the buyer is captured as a silent second loan on title that is subsequently repaid to the City's Affordable Housing Fund upon resale or thirty (30) years, whichever comes first. The repayment is then used to assist new

income-qualified buyers to purchase and/or can assist in other affordable housing development.

### FISCAL IMPACT

The subsidies for implementing this APHA are funded by the developer and do not impact the General Fund.

### ENVIRONMENTAL REVIEW

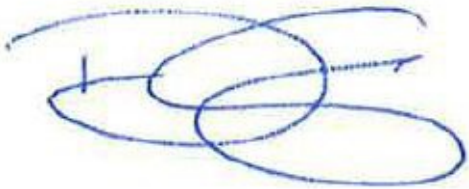
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

Approval of an Affordable Purchase Housing Agreement for Parcel 35, 32B meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Laura Matteoli, Economic Development Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a stylized, overlapping loop structure.

---

Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Resolution 21-123

East Street APHA

RESOLUTION NO. 21-123

APPROVING AN AFFORDABLE PURCHASE HOUSING AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND USKO CONSTRUCTION, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Affordable Purchase Housing Agreement regarding the East Street Subdivision (Infill Parcel 35, 32B), by and between the City of Roseville and USKO Construction, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

RECORDING REQUESTED BY AND WHEN  
RECORDED, PLEASE RETURN TO:

City Clerk  
CITY OF ROSEVILLE  
311 Vernon Street  
Roseville, CA 95678

AFFORDABLE PURCHASE HOUSING AGREEMENT

Project Name: USKO Construction – East Street Subdivision (Infill Parcel 35, 32B)

This Affordable Purchase Housing Agreement ("the APHA" or "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Roseville, a municipal corporation ("CITY"), and USKO Construction, LLC, a California limited liability company ("DEVELOPER"), and

W I T N E S S E T H:

WHEREAS, on June 13, 2013, CITY approved the updated Housing Element of the General Plan which applies a ten percent (10%) affordability requirement to all new specific plan areas or properties for which zoning is amended to change residential density; and

WHEREAS, on 8/9/2018, CITY approved the Infill Parcel 35, 32B "East Street Subdivision" tentative subdivision map ("the Subdivision"); and

WHEREAS, the conditions of approval of the Subdivision require that 1 of the 10 lots in the Subdivision be improved with single-family dwellings and made available for sale at prices affordable to middle income families (the "Affordable Units"); and

WHEREAS, the conditions of approval of the Subdivision require DEVELOPER to enter into an affordable housing agreement to the satisfaction of City Attorney of CITY, implementing the affordable housing obligations of DEVELOPER; and

WHEREAS, DEVELOPER and CITY enter into this APHA in order to implement DEVELOPER's affordable housing obligations; and

WHEREAS, the Affordable Units will be governed by the "Special Development and Use Standards" ("the Standards"), which are attached to this APHA, marked as Exhibit "B," and are incorporated herein by this reference; and

NOW, THEREFORE, the parties agree as follows:



1. Subject Property. The real property which is the subject of this APHA (the "Subject Property") is described in Exhibit "A," which is attached to this APHA and incorporated herein by reference. The Subject Property consists of all real property within the Subdivision.

2. Ownership. DEVELOPER represents that it has a legal interest in the Subject Property and that all other persons holding legal or equitable interests, if any, in the Subject Property have signed an "acknowledgment and consent certificate," in a form approved by the City Attorney of CITY, acknowledging and consenting to the terms of this Agreement. All persons holding any legal or equitable interest in the Subject Property shall be bound by this Agreement.

3. Covenants Run with the Land. This APHA shall run with the land. The burdens of this APHA bind, and the benefits of the APHA inure to, the successors in interest of the parties. This APHA shall be recorded in the Office of the Placer County Recorder.

DEVELOPER's obligations under this APHA shall terminate with respect to each of the Affordable Units upon sale of each such Affordable Unit as a completed home, if such sale is in conformance with the requirements of this APHA; provided that the City agrees to execute and record in the Office of the Placer County Recorder (at DEVELOPER's cost) concurrently with each market unit sale a Notice of Termination. Responsibility for compliance with this APHA to each Affordable Unit shall thereafter be the burden of the then owner of such Affordable Unit.

DEVELOPER shall remain responsible for compliance with this APHA as to all other Affordable Units.

Those units which have not been designated as Affordable Units ("the Market Rate Units") shall be released from this APHA upon compliance by DEVELOPER with the terms and conditions of the Standards governing release. CITY's City Manager, or designee, ("the City Manager"), will execute and acknowledge a satisfaction and release of this APHA for each such Market Rate Unit within the Subject Property.

4. Standards. The parties agree that the Standards shall apply to the Subject Property. To the extent not specified in the Standards, or in this APHA, development of the Subject Property shall be governed by this Agreement and the provisions of the Roseville Municipal Code as they now exist or may hereafter be modified.

5. Due Diligence. DEVELOPER agrees to proceed in good faith and in a reasonable and diligent manner to implement the provisions of this APHA.

6. Changes to Regulations of No Effect. Except as provided in paragraph 4, CITY agrees that, unless this APHA is amended or canceled pursuant to the provisions of paragraphs 8, 9 or 15 below, this APHA shall be enforceable by the CITY and DEVELOPER or their respective successors in interest despite any change in any applicable general plan, specific plan,

zoning ordinance, subdivision ordinance, or building regulations adopted by CITY, which change alters or amends the Standards.

7. Monitoring\Breach\Cure. DEVELOPER's compliance with the provisions of this APHA shall be reviewed at least annually, and at such other times as CITY may require, upon thirty (30) days prior written notice. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this APHA. If, as a result of such review, CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Agreement, CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) days after receipt of any such notice in which to cure, to the reasonable satisfaction of CITY, any inconsistencies or conditions of default. In the event CITY fails to give DEVELOPER notice of a failure to comply at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Agreement during that year.

8. CITY Remedies for Breach. If DEVELOPER is unwilling or unable to cure any such conditions of default within sixty (60) days after its receipt of notice pursuant to paragraph 7, CITY may, in addition to any other remedy provided by law or equity, modify or terminate this APHA, withhold further building permits, seek liquidated damages in accordance with this APHA, or take any action available to it under this Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that any default by DEVELOPER under this APHA shall, at the option of the CITY, constitute a default under this Agreement as to all other property within the Subdivision that is then subject to the APHA.

In addition, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that CITY shall have the right to withhold issuance of all building permits within the Subdivision until such breach is cured.

9. Amendments. Except as otherwise provided herein, this APHA may be amended only by mutual written consent of the parties or their successors in interest. Such amendment shall be recorded in the Office of the Placer County Recorder.

10. Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, or enactment of conflicting state or federal laws or regulations.

11. No Waiver. CITY does not waive any claim or defect in performance by DEVELOPER if upon review it does not propose to modify or terminate the APHA or otherwise seek enforcement of its provisions.

12. Notices. All notices required by this APHA shall be in writing and delivered in person or sent by U.S. mail, first class postage prepaid, to the following addresses:

CITY  
Housing Manager  
City of Roseville  
316 Vernon Street #150  
Roseville, CA 95678

DEVELOPER  
USKO Construction, LLC.  
11295 Folsom Blvd.  
Rancho Cordova, CA 95742

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

13. Indemnification. DEVELOPER shall defend, indemnify and hold harmless CITY, its officers, agents, employees and volunteers, from liability or claims for damage of any nature, including but not limited to personal injury to any person, bodily injury to any person, including death, or property damage, which may arise from or be connected with the direct or indirect operations, inaction, or actions of DEVELOPER or its contractors, subcontractors, agents or employees arising out of or connected with this APHA, except those matters arising from the sole active negligence of CITY. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this APHA, except that it shall not extend to claims regarding the validity or invalidity of any adopted City policy.

14. Attorney Fees. If legal action is brought by either party against the other for breach of this Agreement or to compel performance of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

15. Term. The term of this APHA shall begin immediately upon its execution by the parties and shall end fifteen (15) years after the close of escrow on the last Affordable Unit sold to a Qualified Purchaser and/or after the release by CITY of such affordable obligation pursuant to Section 3.c of the Standards. Notwithstanding the foregoing, this APHA may be terminated or modified pursuant to the provisions of paragraphs 8 and 9 above.

16. Notice upon Transfer. DEVELOPER shall notify the CITY in writing thirty (30) days prior to any transfer of all or substantially all of its interest in the Subject Property. Said notice shall include the legal name of the new party(ies) and their current mailing address.

17. Liquidated Damages. The parties agree that, were DEVELOPER to fail to comply with the terms of this APHA subject to all applicable notice and cure periods and Force Majeure delay, the damage to CITY would be large but immeasurable. The parties estimate such damages at, and therefore agree to set the amount of liquidated damages for breach of this APHA by DEVELOPER at, the sum of one thousand dollars (\$1,000) per day during a default by DEVELOPER under this Agreement following the expiration of the cure period described in paragraph 7 hereof (which cure period shall be extended for periods of Force Majeure delay).

18. Developer Payment. In order to partially offset the cost of the annual review to be performed, DEVELOPER agrees to pay to CITY the sum of six hundred dollars (\$600) when each affordable unit is sold. The payment shall be paid upon close of escrow.

19. Integration. 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.

20. Consent of Lien Holders. The acknowledgment and consent of those (besides Developer) holding a legal interest in all or any part of the Subject Property is attached hereto as Exhibit "E."

21. Severability. The parties agree that the provisions of this Agreement are severable. If any provision is deemed invalid by a court of competent jurisdiction, the balance of this Agreement shall be considered to remain intact and be enforceable on its terms consistent with the findings and purposes set forth herein.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of the Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2021, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE,  
a municipal corporation:

USKO CONSTRUCTION, LLC,  
a California limited liability  
company

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:   
VITALIY SKOTS  
Managing Member

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

(notarization required)

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
LAURA MATTEOLI  
Economic Development Director

This Agreement contains the following exhibits:

- A. Description of the Subject Property
- B. Special Development and Use Standards
- C. Part 1: Certification of Qualified Purchaser Eligibility  
Part 2: Income Verification  
Part 3: Checklist for Affordable Purchase Program
- D. Deed of Trust and Assignment of Rents
- D-1. Promissory Note
- E. Acknowledgment and Consent



# CALIFORNIA NOTARY ACKNOWLEDGEMENT

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

State of California

County of Sacramento

On March 6<sup>th</sup> 2021 before me, Liya Stefani Skots, Notary Public  
(Insert the name and title of the officer)

personally appeared Vitaliy Skots

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liya Stefani Skots (SEAL)



Exhibit "A"  
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 35, T. 11 N., R. 6 E., M.D.B. &M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED TO J.E. RILEY, RECORDED IN BOOK 446 OF OFFICIAL RECORDS, AT PAGE 227, PLACER COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING S. 31° 31' 50" E. TO A POINT ON THE SOUTH LING OF THAT CERTAIN EASEMENT FROM W. L. TAYLOR TO THE CITY OF ROSEVILLE, DATED NOVEMBER 8, 1957, THENCE ALONG SAID SOUTH LINE, ALONG COURSES 6, 5, 4 AND 3, AS SAID COURSES ARE NUMBERED AND DESCRIBED IN SAID EASEMENT, TO A POINT THAT BEARS S. 31° 31' 50" E. FROM THE SOUTHWEST CORNER OF "ENWOOD TRACT NO. 1", PER THE PLAT THEREOF FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY; THENCE N. 31° 31' 50" W. TO A ONE INCH IRON PIPE THAT BEARS S. 58° 26' 10" W. 100 FEET FROM THE SOUTHWEST CORNER OF "ENWOOD TRACT NO. 2"; THENCE N. 58° 26' 10" E. 100 FEET TO LAST SAID SOUTHWEST CORNER OF "ENWOOD TRACT NO. 2", THENCE N. 58° 26' 10" E. 100 FEET TO LAST SAID SOUTHWEST CORNER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID "ENWOOD TRACT NO. 2", TO A POINT THAT BEARS N. 31° 31' 50" W. FROM THE POINT OF BEGINNING; THENCE S. 31° 31' 50" E. TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND ACQUIRED BY THE CITY OF ROSEVILLE, AS IS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION, RECORDED OCTOBER 26, 2019 AS INSTRUMENT NO. 2010-0086255-00, OF OFFICIAL RECORDS.

APN: 013-030-009-000

## EXHIBIT "B"

### SPECIAL DEVELOPMENT AND USE STANDARDS

CITY and DEVELOPER agree that the following special development and use standards shall apply to the Subject Property.

1. The Reservation of Affordable Units. DEVELOPER agrees to reserve one (1) single-family dwelling units (the "Affordable Units") for inclusion within the CITY's Affordable Purchase Housing Program. The Affordable Units shall be located on lot number 9 of the Subdivision. DEVELOPER agrees to offer the Affordable Units for sale at an Affordable Price.

2. Definitions.

The following terms shall be defined for purposes of this APHA as set forth in this section and Exhibit "B-1":

a. "Affordable Purchase Price" - The sales price to be paid by a Qualified Purchaser for an Affordable Unit as determined in accordance with the provisions of Section 3.b below.

b. "Affordable Unit" - A single-family dwelling unit of at least three bedrooms and one bath, affordable at the time of sale to a Low Income Household or Middle Income Household.

c. "CITY MANAGER" – The City Manager for the City of Roseville and his or her designee.

d. "Immediate Family Member" - Parent, Stepparent, Child, Stepchild, or Spouse.

e. "Initial Subsidy" - The difference between the Affordable Purchase Price and the Market Value at the time of the original purchase under this Agreement.

f. "Market Value" - The fair market value of a unit determined by an independent appraiser approved by the CITY MANAGER.

g. (i) "Middle Income Household" - A family household, approved by the CITY MANAGER, consisting of one (1) or more persons earning no more than 100% of the median household income for a family of four, as defined in accordance with the most recent information issued by the United States Department of Housing and Urban Development (HUD) for the Sacramento—Arden- Arcade—Roseville Metropolitan Statistical Area ("Sacramento MSA"). CITY will use the income limit for a household of four (4) for a one-two (1-2) person household and income limit for a household of six (6) for a three (3) or more person household.

Provided, however, applications of persons or families who submit down payments exceeding twenty percent (20%), possess cash assets in excess of one hundred thousand dollars (\$100,000), receive a gift in excess of ten thousand dollars (\$10,000) toward a down payment, and/or qualify with a co-mortgagor



will be reviewed on a case by case basis, and the City may refuse to qualify such applicants if, in the opinion of the CITY MANAGER, the applicant(s) have sufficient cash assets or other financial support that enables them to purchase new units within the City without relying on this program.

h. "Non-Qualified Purchaser" - Any person or entity other than a Qualified Purchaser.

i. "Qualified Purchaser" – A Low Income Household or Middle Income Household that meets the eligibility criteria required to qualify to purchase an Affordable Unit. Qualified Purchasers are subject to the approval of the CITY MANAGER.

j. "Resale Price" - The sales price for an Affordable Unit paid to an Affordable Purchaser upon resale of the Affordable Unit by an Affordable Purchaser.

3. DEVELOPER's Affordable Housing Obligations. The following provisions apply to the sale of Affordable Units:

a. The Offer of Affordable Units. DEVELOPER shall offer one (1) Affordable Unit. The Affordable Unit shall be similar in size, quality, fixtures, amenities and architecture to Market Rate Units within the subdivision in which they are located.

b. Establishing the Affordable Purchase Price. The Affordable Purchase Price for each Affordable Unit will be established at the time such Affordable Unit is offered for sale to prospective Qualified Purchasers. The Middle Income Affordable Purchase Price shall not exceed, for a three-bedroom unit, the price at which a four person household earning no more than 95% of the median income can qualify (such income level to be determined in accordance with the definition of "Middle Income Household" above), living in the Sacramento MSA, under the financing program offered by DEVELOPER's preferred lender or similar lending institutions. DEVELOPER acknowledges that this amount will vary with time and will be established by the CITY MANAGER in accordance with paragraph 5.

The CITY MANAGER shall review the DEVELOPER's calculation of the proposed Affordable Purchase Price and shall require an appropriate adjustment in the Affordable Purchase Price if the financing program offered by DEVELOPER's preferred lender or similar lending institutions will not, in the CITY MANAGER's discretion, qualify a Middle Income Household for purchase of the Affordable Unit. The financing program offered by DEVELOPER's preferred lender or similar lending institutions shall not require a down payment of greater than three percent (3%) of the Affordable Purchase Price and must offer a fixed rate loan of thirty (30) years or more.

c. Phasing of Development and Release of Market Rate Units. DEVELOPER expects to develop the Subdivision in phases. The first phase of development will include approximately five (5) lots, at least one (1) of which will be improved with Affordable Units. Subsequent to the issuance of building permits for Affordable Units for the first phase of development, CITY and DEVELOPER shall record, at DEVELOPER's expense, a notice of termination

with respect to each of the Market Rate Units in the first phase of development, releasing each such Market Rate Unit from the force and effect of this APHA.

Prior to the issuance of building permits for each new phase of development, DEVELOPER shall provide the CITY MANAGER with written notification specifying:

- (i) the total number of building permits issued for the prior phase(s);
- (ii) the number and location of the Affordable Units from the prior phase (s) that have been sold to Qualified Purchasers;
- (iii) the total number of units to be included in the new phase of development; and
- (iv) the number and location of the Affordable Units to be included in the new phase of development.

The CITY MANAGER shall review such written notification and shall determine if DEVELOPER is making reasonable progress toward fulfillment of its affordable housing obligations as set forth herein. If the CITY MANAGER concludes reasonable progress is being made, CITY and DEVELOPER shall record, subsequent to the issuance of building permits for the new phase of development, a notice of termination with respect to each of the Market Rate Units in the new phase of development, releasing each such lot from the force and effect of this APHA. Such Notices of Termination shall be recorded at DEVELOPER's expense.

d. Marketing Affordable Units. Once an Affordable Purchase Price has been established, DEVELOPER agrees to use its best efforts to sell the Affordable Unit in accordance with this APHA. Such best efforts shall include, without limitation, (i) special advertising approved by the CITY MANAGER including, but not limited to, advertisements in local newspapers, direct mailers, and e-mails, prior to the release of the Affordable Unit for sale indicating the availability of the Affordable Unit to Low Income Households and Middle Income Households, (ii) maintenance of a waiting list of Low Income Households and Middle Income Households seeking housing opportunities in the area, (iii) notification of such Low Income Households and Middle Income Households (and any other such applicant households identified by the CITY MANAGER) prior to the release of the Affordable Unit, and the pre-release, by at least one week, of the Affordable Unit to such notified households.

e. Approval of Prospective Qualified Purchasers. DEVELOPER agrees that prior to sale of an Affordable Unit, each prospective Qualified Purchaser shall be required to complete a form substantially similar to the form attached hereto as Exhibit "C." No Affordable Unit shall be sold by DEVELOPER to a prospective purchaser whose household income level, as disclosed on the form or other documents submitted by the prospective purchaser, exceeds the target household income level (either low or middle) for a family of four in the Sacramento MSA, as annually adjusted. DEVELOPER shall maintain copies of all such forms until the termination of this APHA. The originals of such form shall be delivered to the CITY MANAGER who shall determine whether or not such prospective purchasers qualify as Qualified Purchasers.

f. Sale to a Qualified Purchaser. Each Qualified Purchaser shall be required to purchase the Affordable Unit with cash, a mortgage secured by a first deed of trust on the Affordable Unit, loan(s) from other affordable purchase programs, or a combination of the these sources. If a mortgage is secured, DEVELOPER must ensure that the Qualified Purchaser receives a fixed rate loan of thirty (30) years or more. The Qualified Purchaser must make at least a one percent (1%) downpayment towards the Affordable Purchase Price, excluding closing costs.

g. Notice of Sale to a Qualified Purchaser. Any contract of sale for an Affordable Unit between DEVELOPER and a prospective Qualified Purchaser shall be contingent upon approval of the Qualified Purchaser by the CITY MANAGER. Upon execution of such a contract of sale for an Affordable Unit between DEVELOPER and a Qualified Purchaser and upon approval of the Qualified Purchaser by a lender, DEVELOPER shall, within three (3) working days, notify the CITY MANAGER of the pending escrow. DEVELOPER shall, at the time of notification, also provide information verifying the buyers' qualifications as a Qualified Purchaser, including a copy of a completed form substantially similar to the form attached as Exhibit "C."

h. Approval of Qualified Purchaser. The CITY MANAGER shall within ten (10) working days of receipt from DEVELOPER of a complete buyer qualification package, either approve the prospective purchaser as a Qualified Purchaser or provide DEVELOPER with a written explanation specifying the reasons the prospective purchaser does not qualify.

i. Appraisal Required. The Market Value of the Affordable Unit to be sold to a Qualified Purchaser shall be determined by an independent appraiser at least fifteen (15) days but not more than six (6) months prior to the contract for sale of an Affordable Unit to a Qualified Purchaser. The appraiser shall be approved by the CITY MANAGER. In lieu of an appraisal and at CITY's sole discretion, CITY may use recent comparable market rate sales within the Subdivision where the Affordable Unit is located to establish Market Value.

j. Note Required. In each sale to a Qualified Purchaser, CITY shall take back a note from the Qualified Purchaser, secured by a first or second deed of trust utilizing documents substantially similar to the documents attached as Exhibit "E," "E-1" and "E-2" in an amount equal to the Initial Subsidy together with the calculated interest as determined in accordance with Section 3.1.i. The provisions of the note and deed of trust shall include the substantial equivalent of the following:

1) No interest; no principal payments; due in thirty (30) years from date of execution.

2) During the first fifteen (15) years after sale of an Affordable Unit to a Qualified Purchaser, the full principal amount of the note shall be: due on sale to any Non-Qualified Purchaser; due on change of use from single-family residential to any other use or if the Affordable Unit is rented; due on any change in title, whether voluntary or involuntary, which adds any person to the title other than a spouse or any other Immediate Family Member provided such Immediate Family

Member resided in the Affordable Unit at the time the Qualified Purchaser purchased the Affordable Unit; and due on any refinance of the Affordable Unit either not approved by the CITY MANAGER, or in an amount exceeding the Qualified Purchaser's equity at that time.

3) Reissued to a subsequent Qualified Purchaser approved by the CITY MANAGER if the sale is within fifteen (15) years.

4) Due on sale after fifteen (15) years from the date of original purchase under this Agreement.

5) The note shall include a provision requiring that notice be given to the CITY MANAGER upon the occasion of satisfaction of the note and/or reconveyance of the Affordable Unit pursuant to the terms of the deed of trust.

l. Type of Note. The Qualified Purchaser will execute a Promissory Note with the following provisions:

(i) Promissory Note (Exhibit E-1). Where the Note becomes due for any of the reasons set forth in Section 3.k.2 above, simple interest shall be computed based upon the unpaid balance of the principal amounts and at the annual rate of two percent (2%) for the first 15 years. Beginning at the first day of the sixteenth (16<sup>th</sup>) year all accrued interest shall be forgiven and the Note shall be retired upon payment of the principal balance only.

If the Affordable Unit is sold to a Qualified Purchaser within fifteen (15) years of the original sale, CITY may reinvest any available affordable funds. CITY's note shall be adjusted, upon reissuance of a new note to the new Qualified Purchaser pursuant to Section 3.k.3 above, to reflect the addition of the CITY's investment. If the Affordable Unit is sold to a Non-Qualified Purchaser within fifteen (15) years of the original sale or to any purchaser thereafter, the interest shall be distributed in accordance with the allocations set forth in this section.

m. Notice to City on Resale. During the first fifteen (15) years after the initial sale by DEVELOPER to a Qualified Purchaser, the Qualified Purchaser shall notify the CITY MANAGER in writing sixty (60) days prior to offering the Affordable Unit for resale in order to allow CITY time to identify, qualify and provide a subsequent Qualified Purchaser. The Qualified Purchaser shall disclose to the CITY MANAGER the proposed Sales Price. Such Sales Price must be consistent with Market Value at the time of sale as determined in an appraisal made at the Qualified Purchaser's expense by an independent appraiser, approved by the CITY MANAGER. Such notice shall be addressed to:

Housing Manager  
City of Roseville  
316 Vernon Street #150  
Roseville, CA 95678

n. Mandatory Resale to City - Provided Qualified Purchaser. CITY shall have sixty (60) days from the date of receipt of notice pursuant to Section 3.m. to identify, qualify and provide a subsequent Qualified Purchaser.

The Qualified Purchaser shall offer to sell the Affordable Unit to the subsequent Affordable Purchaser, if one is provided by CITY.

o. Hazard Insurance. A Qualified Purchaser shall at all times maintain hazard/fire insurance equal to replacement cost of the Affordable Unit.

p. Initial Subsidy of Five Thousand Dollars (\$5,000) or Less. If the difference between the Affordable Purchase Price and the Market Value at the time of original sale under this Agreement is five thousand dollars (\$5,000) or less, the requirements of Section 3.j, 3.k, 3.l, 3.m, 3.n, 3.o and 3.p above shall not apply. Concurrently with the sale of an Affordable Unit to a Qualified Purchaser at an Affordable Purchase Price that is within five thousand dollars (\$5,000) of the original Market Value, CITY and DEVELOPER shall record, at DEVELOPER's cost, a notice of termination, releasing the property under the contract of sale from the terms of this Agreement. For every Affordable Unit for which a notice of termination is recorded pursuant to this Section 3.r, CITY shall waive the monitoring fee set forth in Section 18 of the APHA.

4. City Inspection of Records of Sale. DEVELOPER agrees, upon reasonable notice, to make available to CITY for audit, inspection and copying its records of sale for the purpose of assuring compliance with this APHA, including without limitation, those forms maintained pursuant to Section 3.d.

5. Annual Adjustment of Median Income. Median income shall be adjusted annually by the CITY MANAGER to coincide with the changes in the low/middle household income for a four (4) person household for the Sacramento MSA as published in the Federal Register or the most recent available circular distributed by the U.S. Department of Housing and Urban Development. The CITY MANAGER shall notify DEVELOPER in writing of each annual adjustment. If DEVELOPER does not agree with the annual adjustment, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY MANAGER, present to the CITY MANAGER additional information which it wishes the CITY MANAGER to consider. The CITY MANAGER will review this information and, within fifteen (15) calendar days, decide on and notify DEVELOPER of an annual income limit adjustment. The decision of the CITY MANAGER shall be final.

6. Changing the Location of an Affordable Unit. DEVELOPER has reserved the units identified in Section 1 as the locations for the Affordable Units. DEVELOPER may change the location of an Affordable Unit to another location within the Subdivision upon the written approval of the CITY MANAGER, provided, however, that Affordable Units shall not be clustered in one location. If an Affordable Unit is relocated to another location, DEVELOPER shall record a notice, in a form approved by the CITY MANAGER, both on the unit being released from this APHA and on the unit being newly encumbered by this APHA.



7. Right to Cure. In the event that title to an Affordable Unit is conveyed to a Non-Qualified Purchaser in breach of this Agreement, DEVELOPER or DEVELOPER's successor or assignee may cure the default by designating an additional, different unit within the Subject Property as an Affordable Unit. Such designation shall be subject to the written approval of the CITY MANAGER. DEVELOPER or DEVELOPER's successor or assignee shall record a notice, in a form approved by CITY MANAGER, on the unit being newly designated and encumbered as an Affordable Unit under this Agreement. CITY and DEVELOPER shall, at DEVELOPER's cost, record a notice of termination, releasing the unit that was conveyed to a Non-Qualified Purchaser in breach of this Agreement, from the terms of this Agreement.

8. Handbook Required. Prior to sale of any Affordable Unit, DEVELOPER shall give to the Qualified Purchaser a copy of this Agreement and a handbook, prepared by the CITY, explaining in general the terms and conditions of this Agreement. DEVELOPER shall also require the Qualified Purchaser to sign a statement acknowledging receipt of this Agreement and the handbook. The form of such handbook shall be approved by the CITY MANAGER.

9. Local Residents, Employees and Veterans. Consistent with all federal, state and local laws, DEVELOPER agrees to use its best efforts to sell the affordable units to persons who are employed in the City of Roseville, reside in the City of Roseville or who are honorably discharged veterans and agrees, in cooperation with CITY, to notify major employers in Roseville, in a timely fashion, of the type and availability of housing being constructed by DEVELOPER. If CITY determines at any time that the requirements of this paragraph conflict with applicable law, the CITY MANAGER shall notify DEVELOPER and this paragraph shall thereafter be deemed to be of no further force or effect.

10. Home Buyer Training. DEVELOPER shall ensure the approved affordable purchasers have attended 8 hours of homebuyer training. The training shall be performed by an accredited (either by the U.S. Department of Housing & Urban Development or other recognized entity) home buying counseling agency. A typical training would include 3 hours of home buying process, 2 hours of budgeting and credit workshop, and 3 hours of home maintenance/good neighbor training. The cost of such training shall not be borne by the affordable purchaser.

EXHIBIT "C" -- Part 1

CERTIFICATION OF QUALIFIED PURCHASER ELIGIBILITY

I/We have read and answered truthfully, fully, frankly and personally each of the following questions for all persons who are to purchase the unit being applied for in the above residential project. Listed below are the names of all persons who intend to reside in the unit:

| 1.<br>Name of Members<br>of the<br><u>Household</u> | 2.<br>Relationship<br>to head of<br><u>Household</u> | 3.<br><u>Age</u> | 4.<br>Social Security<br><u>Number</u> | 5.<br>Place<br>of<br><u>Employment</u> |
|-----------------------------------------------------|------------------------------------------------------|------------------|----------------------------------------|----------------------------------------|
| _____                                               | _____                                                | _____            | _____                                  | _____                                  |
| _____                                               | _____                                                | _____            | _____                                  | _____                                  |
| _____                                               | _____                                                | _____            | _____                                  | _____                                  |
| _____                                               | _____                                                | _____            | _____                                  | _____                                  |
| _____                                               | _____                                                | _____            | _____                                  | _____                                  |

INCOME COMPUTATION

6. The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$ \_\_\_\_\_.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees, bonuses, tips and other compensation for personal services, before payroll deductions.
- b. Net income from operation of a business or profession.
- c. Periodic amounts received from social security, retirement funds, and the like.
- d. Income received in place of earnings (such as unemployment benefits).
- e. Welfare assistance payments.
- f. Periodic allowances like spousal or child support.
- g. Military pay.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts.
- b. Amounts which are specifically for or in reimbursement of medical expenses for any family member.

- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- d. Amounts of student financial assistance paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income.
- e. Hazardous duty pay to a family member in the armed forces who is away from home and exposed to hostile fire.
- f. Foster child or adult care payments.
- g. The value of coupon allotments or Electronic Benefit Transfer ("EBT") cards for the purchase of food pursuant to the Food Stamp Act of 1977.

7. This certificate is made with the knowledge that it will be relied upon by the DEVELOPER to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

8. I/We will assist the DEVELOPER in obtaining any information or documents required to verify the statements made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

9. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the DEVELOPER to purchase the unit and will entitle the DEVELOPER to cancel my/our contract for sale.

10. **I/We understand that the property we are buying is subject to an Affordable Purchase Housing Agreement between DEVELOPER and the City of Roseville, and that the Agreement contains provisions which may affect my/our title to the property, right to sell the property, and share of appreciation in the property.** As owners, I/we will be subject to the Agreement, and I/we agree to comply with it. I/We acknowledge receipt of a copy of the Agreement and of a handbook generally explaining its terms, if applicable (if a 2<sup>nd</sup> mortgage is provided by CITY to ensure affordability).

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, California.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

[All persons listed in number 2 above except children under the age of 18 years must sign this form]



FOR COMPLETION BY DEVELOPER OR AGENT:

1. Calculation of eligible income:
  - a. Enter amount for entire household in 6 above: \$ \_\_\_\_\_
  - b. (1) Deduct this amount which is excluded from such anticipated income according to paragraph 6. Reason for exclusion is \_\_\_\_\_  
\$ \_\_\_\_\_
  - c. Total Eligible Income (line 1a less 1b) \$ \_\_\_\_\_
2. The amount entered in 1c:
  - a. \_\_\_\_\_ Qualifies the applicant to the guidelines up to 100% of the (middle) or up to 80% (low) median Sacramento Metro Area household income. (circle one)
  - b. Was verified by use of:  
\_\_\_\_\_ Employer income verification.  
\_\_\_\_\_ Copies of tax returns.  
\_\_\_\_\_ Other.
3. Lot Number of Affordable Unit to be conveyed: \_\_\_\_\_  
Affordable Purchase Price: \$ \_\_\_\_\_  
Market Value: \$ \_\_\_\_\_  
2nd Note held by CITY: \$ \_\_\_\_\_
4. I witnessed the above applicant's signature, and have given him/her/them a copy of the Affordable Purchase Housing Agreement and a handbook explaining its terms, **if applicable** (if a 2<sup>nd</sup> mortgage is provided by CITY to ensure affordability).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, California.

Date: \_\_\_\_\_

\_\_\_\_\_  
Agent for DEVELOPER

EXHIBIT "C" -- Part 2

INCOME VERIFICATION  
(for employed persons)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of employee)  
\_\_\_\_\_  
\_\_\_\_\_ (address)  
\_\_\_\_\_

I, the undersigned employee, have applied to purchase an Affordable Unit located in a residential subdivision that provides special use standards for persons or families earning up to 100% of the median Sacramento household income. My income statement as a prospective Qualified Purchaser must be verified. Please indicate below my current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis. Thank you.

Name of Employer/Company \_\_\_\_\_  
Annual Wages \_\_\_\_\_  
Overtime \_\_\_\_\_  
Bonuses \_\_\_\_\_  
Commissions \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the above statements are true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of Employer                      Date                      Title

I hereby grant you permission to disclose my income to \_\_\_\_\_  
\_\_\_\_\_ in order that they may determine my income eligibility for the  
purchase of an Affordable Unit located in their subdivision.

\_\_\_\_\_  
Signature of Employee                      Date

Please send to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of DEVELOPER)  
\_\_\_\_\_ (address)  
\_\_\_\_\_



EXHIBIT "C"-- Part 3

**Checklist for Affordable Purchase Program**

Circle the income category for which the purchaser qualifies.

| Family Size | Middle Income up to 95% of Median Income |
|-------------|------------------------------------------|
| 1-2         | \$83,600                                 |
| 3+          | \$97,000                                 |

Step 1: Written 3rd party verification of all income and assets including:

- |                                                                              |                                                                        |
|------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Employment verification (Lender VOE)                | <input type="checkbox"/> Government Grants                             |
| <input type="checkbox"/> Self Employment -                                   | <input type="checkbox"/> TANF (Welfare Benefits)                       |
| <input type="checkbox"/> <i>Tax Returns &amp; Profit and Loss Statements</i> | <input type="checkbox"/> Gift funds                                    |
| <input type="checkbox"/> Social Security and/or SSI benefits                 | <input type="checkbox"/> 2 months worth of Savings Account statements  |
| <input type="checkbox"/> Unemployment                                        | <input type="checkbox"/> 2 months worth of Checking Account statements |
| <input type="checkbox"/> Alimony                                             | <input type="checkbox"/> Trust Funds                                   |
| <input type="checkbox"/> Child Support                                       | <input type="checkbox"/> Stocks & Bonds (Cash Value)                   |
| <input type="checkbox"/> VA or Military Benefits                             | <input type="checkbox"/> Life Insurance (Cash Value)                   |
| <input type="checkbox"/> Retirement Funds                                    | <input type="checkbox"/> Pensions and/or Annuities                     |

**Eligibility:** ☐ **Approved** ☐ **Denied** **Date determination sent to lender:** \_\_\_\_\_

Step 2: All of the following must be submitted prior to final approval of an Affordable Purchase Loan

- ☐ Applicant Certification of Eligibility (City form)
- ☐ Copy of Drivers Licenses & Social Security Cards
- ☐ Loan Estimate
- ☐ Underwriting and Transmittal Summary
- ☐ Loan Application
- ☐ Preliminary Title Report
- ☐ Credit Report
- ☐ Purchase Agreement
- ☐ Appraisal
- ☐ Closing Disclosure

**Final Loan Approval:** ☐ **Approved** ☐ **Denied** **Date determination sent to lender:** \_\_\_\_\_

Purchaser's exceeding a 20% down payment, cash assets in excess of \$100,000, receiving a gift, qualifying with a co-mortgagor and/or exceeding the income limit will be qualified on a case by case basis.

**A complete package must be submitted at least ten (10) business days prior to close of escrow.**

**Date projected for close of escrow** \_\_\_\_\_

**Lender Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

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

(EXEMPT FROM RECORDING FEES GOV'T CODE § 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

**THIS DEED OF TRUST** Made this..... day of ....., 20...., between .....  
Herein called TRUSTOR whose address is..... **Roseville, CA** ..... and  
.....herein called Trustee, and .....the City of Roseville ....., herein called BENEFICIARY.

**Witnesseth:** That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property in the ... City of Roseville ... County of. PLACER....., State of California, described as:

Property Description-See Exhibit A

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$..... any additional sums and interest thereon hereafter loaned by Beneficiary to the then record owner of said property which loans are evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, any lawful charge made by Beneficiary for a statement regarding the obligations secured hereby requested by or for Trustor, and the performance of each agreement herein contained. By the execution and delivery of this Deed of Trust and the note secured hereby, the provisions (1) to (15) inclusive, printed on pages 2 and 3 hereof, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to him at his address given herein.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, (here insert name and title of the officer),  
personally appeared \_\_\_\_\_

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, any interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in



such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to inure to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(15) Trustee shall act as Trustee under Deeds of Trust given solely for the purpose of securing obligations for the repayment of money other than corporate bonds. (California Financial Code §1590.)

**REQUEST FOR RECONVEYANCE**

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR  
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

.....California.....

(Date)

To THE TRUSTEE NAMED ON THE REVERSE HEREOF:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

.....  
.....

The undersigned own all the obligations secured by said Deed of Trust:

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Beneficiary

EXHIBIT "D-1"

Promissory Note

**CITY OF ROSEVILLE  
DOWN PAYMENT ASSISTANCE PROGRAM  
PROMISSORY NOTE SECURED BY DEED OF TRUST**

---

**Borrower:**

**Property Address:**

**Lender:** City of Roseville

**Principal Amount:**

**Date:** \_\_\_\_\_

---

The "Borrower(s)", \_\_\_\_\_ for value received, promise to pay the City of Roseville ("HOLDER"), at 316 Vernon Street #150, Roseville, CA 95678 or any other place designated in writing submitted by Holder to Borrower, the principal sum of Dollars (\$,000.00) ("Principal Amount") plus interest on the unpaid principal balance according to the terms contained in this note.

Use of Funds: The loan is being made in order to assist Borrower in purchasing the property at the address above.

Term: This Note shall be for a term of thirty (30) years at which time all unpaid principal and interest remaining will be due and payable. Said maturity shall be on the same day of the year as the Date of this Note.

Interest: This Note shall bear interest on the unpaid principal balance from the Date (as stated above), and be computed as simple interest upon the unpaid balance of the principal amounts and at the annual rate of 2% for the first 15 years. Beginning at the first day of the sixteenth (16<sup>th</sup>) year all accrued interest shall be forgiven and the Note shall be retired upon the payment of the principal balance only.

Payments: No installment payments of principal or interest are required during the first thirty years after the making of this Note at which time the Note shall become all due and payable in lawful money of the United States.

Acceleration: The principal and accrued interest stated in this Note shall become all due and payable upon any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of the real property described in the Deed of Trust.

Obligations of Persons Under this Note: If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. The Note Holder may enforce its rights under this Note against each Borrower individually or against all Borrowers. This means that any Borrower may be required to pay the entire amount owed under this Note.

Resale of Unit: During the first fifteen (15) years after the initial sale, Borrower shall notify Holder in writing, no less than ten (10) business days, prior to listing the affordable unit for resale. The property shall be listed on MetroList, or other similar home sale website. Holder shall have sixty (60) days from the date of receipt of notice to identify, qualify and provide a subsequent qualified purchaser. Borrower shall offer to sell the affordable unit to the subsequent affordable purchaser, if one is provided by Holder.

Giving of Notice: Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by first class mail to Borrower at the property address above or at a different address if Borrower gives the Note Holder a notice of a different address.

Subordination: Any subordination request shall be submitted to the City of Roseville Housing Division for approval or rejection, which approval or rejection shall be made in the interests of the City and according to Housing Program purposes. This Note shall be subordinate to the original senior loan, any refinancing or early pay-off or release of the note secured by the senior deed of trust shall cause this Note to move into senior position.

Attorney's Fees: Borrower(s) agree to pay the following costs, expenses and attorney's fees paid or incurred by the Note Holder. If the Holder brings any action or proceeding in connection with the enforcement or collection of this Note, the Prevailing Party (as hereafter defined) in any such proceeding, action or appeal thereon, shall be entitled to reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, the party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

In addition to the foregoing award of attorneys' fees, the Note Holder shall be entitled to its attorney fees incurred in any post judgment proceedings to enforce any judgment in connection with this Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

**OWNER OCCUPIED RESIDENCE.** Borrower understands that so long as an unpaid balance remains under this Note, Borrower must live in the property as Borrower's principal residence. If at any time during the term of this Note Borrower lives elsewhere, the Note Holder will have the right to require payment of all principal and accrued interest (see "Acceleration" above).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



EXHIBIT "E"

ACKNOWLEDGMENT AND CONSENT

The undersigned, having an interest in the Property located at \_\_\_\_\_  
\_\_\_\_\_, Roseville, California, hereby acknowledges that he/she/it has read  
and understood the document entitled "Affordable Purchase Housing Agreement" for the  
\_\_\_\_\_ Project and that by execution of this  
Acknowledgment and Consent, consent is given to the terms and conditions of said Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

and

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_





## COUNCIL COMMUNICATION

**CC #: 1365**  
**File #: 0709-01**

**Title:** 2020 Housing Element Annual Progress Report  
**Contact:** Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)

**Meeting Date: 4/7/2021**  
**Item #: 7.11.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution approving the Housing Element Annual Progress Report (APR) for Calendar Year 2020 and its submittal to the state, in accordance with Section 65400(a)(2) of California Government Code.

### BACKGROUND

After each jurisdiction's General Plan Housing Element has been adopted, Section 65400(a)(2) of the California Government Code requires the jurisdiction to provide an annual report to their legislative body, the State Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) on the status of the plan and progress in its implementation. The report must detail progress in meeting the City's share of regional housing needs, determined pursuant to California Government Code Section 65584, and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to California Government Code 65583(c)(3).

On June 19, 2013, the City Council adopted the 2013-2021 Housing Element. HCD subsequently confirmed the updated Housing Element was in compliance with State Housing Element Law on August 22, 2013. The 2020 Housing Element progress report covers review of the City's housing policies, goals and objectives for this last year within the 9-year reporting period of 2013 through 2021. With the submission of the 2020 Housing Element Annual Progress Report to HCD by April 1, 2021, the City of Roseville maintains its eligibility to receive State-administered grant funds, such as the Housing-Related Parks Program, the State's HOME Program and the CalHome Program. Additional interest at the state level in Housing Element compliance makes this reporting even more important this year, as it could also link to eligibility for transportation and other non-housing funds.

In the planning process leading up to the current Housing Element period, the Sacramento Area Council of Governments (SACOG) determined the Regional Housing Needs Allocation (RHNA) for the six county region, including the City of Roseville, in accordance with State law. The RHNA allocates to each local jurisdiction its fair share requirement for meeting the area's housing needs in all income categories for the years 2013 through 2021 during this plan period. The City's fair

share housing need, as determined by SACOG, is 8,478 dwelling units (2,268 very low-income units, 1,590 low-income units, 1,577 moderate-income units, and 3,043 moderate-income units) over the designated planning period. To meet this need, the City is required to identify land that is able to accommodate these quantities and income levels of development and then track development throughout the planning period.

The City of Roseville has provided for the future production of affordable housing units through its local policy requiring ten percent of new housing specific plans to be affordable. Since its inception in 1989, this local policy has resulted in the production of 3,366 affordable units, with an average of 108 units per year. Beyond the ten percent requirement, the City has also incentivized affordable housing development through the provision of land and subsidized loans for this purpose. In addition to the 45 very low-income rental units provided by Campus Oaks Phase 2 slated to be finalized in 2021 and the 65 extremely low, very low and low-income units recently occupied at Main Street Plaza in Old Town Roseville, the City is currently working to approve one additional rental project in Old Town Roseville that will include 80 affordable units and another in the West Roseville Specific Plan that will include 98 affordable units. There are also several purchase unit obligations throughout the infill area that could net another 100 affordable units. Projects like Main Street Plaza have been able to exceed local affordable housing requirements using state bond financing options as well as Project Based Vouchers provided by the Roseville Housing Authority, which have allowed for deeper income targeting and greater affordability for residents.

The attached Housing Element Annual Progress Report identifies housing activity and progress in meeting Roseville's portion of the RHNA during the 2020 calendar year, see Attachment 2. This report includes the following tables:

Table A: Housing Development Applications Submitted

Table A2: Annual Building Activity Report – Completed Entitlements, Building Permits and Certificates of Occupancy

Table B: Regional Housing Needs Allocation Progress

Table C: Does Not Apply – Roseville did not have a shortfall of sites identified in the 2013 Housing Element

Table D: Program Implementation Status from current Housing Element

Table E: Does not apply – Roseville did not approve any commercial development bonuses

Table F: Does not apply – The Housing Element does not include a program to rehabilitate, preserve or acquire units

Table G: Does not apply – Roseville did not sell any land included in the land inventory identified in the Housing Element Summary Table

Table H: List of Locally Owned Surplus Sites

Summary: Building Permits Issued by Affordability Level Summary

LEAP Reporting: Local Early Action Plan Grant Report

In addition to the housing development applications listed on the summary table, there were a total of 10 low-income Accessory Dwelling Units (ADUs), 46 very low-income units, 219 moderate income units and 1352 above-moderate income units produced in calendar year 2020. The 2020 report is the 8th year in the 9-year reporting period. The City of Roseville has met its obligations in providing the land inventory necessary to meet its RHNA requirements and continues to meet program and policy goals of local incentives and reductions in government barriers. Construction of sites can be challenging in the private market right now due the increased cost of building supplies and extremely competitive financing for affordable projects.

Included with the Housing Element Annual Progress Report, the City is also required to submit the Housing Successor's Annual Report of the Low and Moderate Income Housing Asset Fund for each fiscal year. The City, acting as the Housing Successor, assumed the assets of the Low and Moderate Income Fund of the former Redevelopment Agency of the City of Roseville when the City's Redevelopment Agency was dissolved by legislation in 2012. The Report of Required Information per Health and Safety Code 34176.1 for FY2019-20 details the City's action in carrying out housing activities and affordable housing development. The report was approved by the Housing Successor on December 16, 2020.

As noted in the report, these funds are primarily used to provide homeless prevention grant funding, to assist in the development of affordable housing such as Lohse Apartments by Mercy Housing and Main Street Plaza by Meta Housing and cover the cost of monitoring the existing affordable housing units in Roseville.

A portion of the fund balance of the Low and Moderate Income Fund, \$400,000, will be spent on the Junction Crossing Apartments. Junction Crossing Apartments is an 80-unit workforce housing project proposed at the corners of Pacific and Church Streets which was slated to begin construction during FY2018-19 but was delayed due to a CEQA lawsuit. Additionally, the law allows the Housing Successor to address homelessness prevention efforts within the City. And the City has been committed to using the maximum of \$250,000 annually towards Homeless Prevention and Rapid Rehousing grants to local non-profit partners working to address homelessness in Roseville. These grants have been very successful in preventing and reducing homelessness for local at-risk families. After expenditures of these two projects/programs, the Low and Moderate Income Fund balance will be approximately \$583,000.

Once the Housing Element Annual Progress Report and the accompanying Housing Successor Agency Annual Report are acted upon by the City Council, staff will submit these documents in compliance with state requirements. The Housing Successor's Annual Report of the Low and Moderate Income Housing Asset Fund for FY2019-20 was approved by the Housing Successor on December 16, 2020 and will be submitted to the state along with the APR, as required.

## FISCAL IMPACT

The staff cost to develop the 2020 Housing Element Annual Progress Report was included in the FY2020-21 adopted budget.

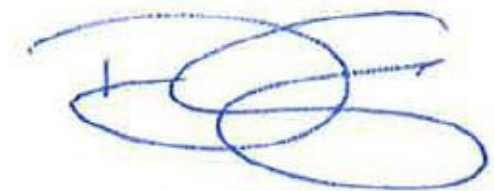
## ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the 2020 Housing Element Annual Progress Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-118

2020 Annual Progress Report

FY2020-SB341 Report of Required Information

RESOLUTION NO. 21-118

HOUSING ELEMENT ANNUAL PROGRESS REPORT  
(Calendar Year 2020)

WHEREAS, on June 19, 2013, the City Council approved the General Plan's Housing Element update, which was an eight-year document (2013-2021); and

WHEREAS, Section 65400(a)(2) of the Government Code of the State of California requires an annual report to the City Council, the State Office of Planning and Research and the State Department of Housing and Community Development; and

WHEREAS, the City Council has reviewed the Housing Element Annual Progress Report (Calendar Year 2020);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the Housing Element Annual Progress Report (Calendar Year 2020) and directs staff to submit it to State Office of Planning and Research and the State Department of Housing and Community Development.

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

| General Information     |                        |
|-------------------------|------------------------|
| Jurisdiction Name       | Roseville              |
| Reporting Calendar Year | 2020                   |
| Contact Information     |                        |
| First Name              | Trisha                 |
| Last Name               | Isom                   |
| Title                   | Housing Manager        |
| Email                   | tisom@roseville.ca.us  |
| Phone                   | 9167461239             |
| Mailing Address         |                        |
| Street Address          | 316 Vernon Street #150 |
| City                    | Roseville              |
| Zipcode                 | 95678                  |





| Reporting Year |  | 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 |  | 2047 |  | 2048 |  | 2049 |  | 2050 |  | 2051 |  | 2052 |  | 2053 |  | 2054 |  | 2055 |  | 2056 |  | 2057 |  | 2058 |  | 2059 |  | 2060 |  | 2061 |  | 2062 |  | 2063 |  | 2064 |  | 2065 |  | 2066 |  | 2067 |  | 2068 |  | 2069 |  | 2070 |  | 2071 |  | 2072 |  | 2073 |  | 2074 |  | 2075 |  | 2076 |  | 2077 |  | 2078 |  | 2079 |  | 2080 |  | 2081 |  | 2082 |  | 2083 |  | 2084 |  | 2085 |  | 2086 |  | 2087 |  | 2088 |  | 2089 |  | 2090 |  | 2091 |  | 2092 |  | 2093 |  | 2094 |  | 2095 |  | 2096 |  | 2097 |  | 2098 |  | 2099 |  | 2100 |  | 2101 |  | 2102 |  | 2103 |  | 2104 |  | 2105 |  | 2106 |  | 2107 |  | 2108 |  | 2109 |  | 2110 |  | 2111 |  | 2112 |  | 2113 |  | 2114 |  | 2115 |  | 2116 |  | 2117 |  | 2118 |  | 2119 |  | 2120 |  | 2121 |  | 2122 |  | 2123 |  | 2124 |  | 2125 |  | 2126 |  | 2127 |  | 2128 |  | 2129 |  | 2130 |  | 2131 |  | 2132 |  | 2133 |  | 2134 |  | 2135 |  | 2136 |  | 2137 |  | 2138 |  | 2139 |  | 2140 |  | 2141 |  | 2142 |  | 2143 |  | 2144 |  | 2145 |  | 2146 |  | 2147 |  | 2148 |  | 2149 |  | 2150 |  | 2151 |  | 2152 |  | 2153 |  | 2154 |  | 2155 |  | 2156 |  | 2157 |  | 2158 |  | 2159 |  | 2160 |  | 2161 |  | 2162 |  | 2163 |  | 2164 |  | 2165 |  | 2166 |  | 2167 |  | 2168 |  | 2169 |  | 2170 |  | 2171 |  | 2172 |  | 2173 |  | 2174 |  | 2175 |  | 2176 |  | 2177 |  | 2178 |  | 2179 |  | 2180 |  | 2181 |  | 2182 |  | 2183 |  | 2184 |  | 2185 |  | 2186 |  | 2187 |  | 2188 |  | 2189 |  | 2190 |  | 2191 |  | 2192 |  | 2193 |  | 2194 |  | 2195 |  | 2196 |  | 2197 |  | 2198 |  | 2199 |  | 2200 |  | 2201 |  | 2202 |  | 2203 |  | 2204 |  | 2205 |  | 2206 |  | 2207 |  | 2208 |  | 2209 |  | 2210 |  | 2211 |  | 2212 |  | 2213 |  | 2214 |  | 2215 |  | 2216 |  | 2217 |  | 2218 |  | 2219 |  | 2220 |  | 2221 |  | 2222 |  | 2223 |  | 2224 |  | 2225 |  | 2226 |  | 2227 |  | 2228 |  | 2229 |  | 2230 |  | 2231 |  | 2232 |  | 2233 |  | 2234 |  | 2235 |  | 2236 |  | 2237 |  | 2238 |  | 2239 |  | 2240 |  | 2241 |  | 2242 |  | 2243 |  | 2244 |  | 2245 |  | 2246 |  | 2247 |  | 2248 |  | 2249 |  | 2250 |  | 2251 |  | 2252 |  | 2253 |  | 2254 |  | 2255 |  | 2256 |  | 2257 |  | 2258 |  | 2259 |  | 2260 |  | 2261 |  | 2262 |  | 2263 |  | 2264 |  | 2265 |  | 2266 |  | 2267 |  | 2268 |  | 2269 |  | 2270 |  | 2271 |  | 2272 |  | 2273 |  | 2274 |  | 2275 |  | 2276 |  | 2277 |  | 2278 |  | 2279 |  | 2280 |  | 2281 |  | 2282 |  | 2283 |  | 2284 |  | 2285 |  | 2286 |  | 2287 |  | 2288 |  | 2289 |  | 2290 |  | 2291 |  | 2292 |  | 2293 |  | 2294 |  | 2295 |  | 2296 |  | 2297 |  | 2298 |  | 2299 |  | 2300 |  | 2301 |  | 2302 |  | 2303 |  | 2304 |  | 2305 |  | 2306 |  | 2307 |  | 2308 |  | 2309 |  | 2310 |  | 2311 |  | 2312 |  | 2313 |  | 2314 |  | 2315 |  | 2316 |  | 2317 |  | 2318 |  | 2319 |  | 2320 |  | 2321 |  | 2322 |  | 2323 |  | 2324 |  | 2325 |  | 2326 |  | 2327 |  | 2328 |  | 2329 |  | 2330 |  | 2331 |  | 2332 |  | 2333 |  | 2334 |  | 2335 |  | 2336 |  | 2337 |  | 2338 |  | 2339 |  | 2340 |  | 2341 |  | 2342 |  | 2343 |  | 2344 |  | 2345 |  | 2346 |  | 2347 |  | 2348 |  | 2349 |  | 2350 |  | 2351 |  | 2352 |  | 2353 |  | 2354 |  | 2355 |  | 2356 |  | 2357 |  | 2358 |  | 2359 |  | 2360 |  | 2361 |  | 2362 |  | 2363 |  | 2364 |  | 2365 |  | 2366 |  | 2367 |  | 2368 |  | 2369 |  | 2370 |  | 2371 |  | 2372 |  | 2373 |  | 2374 |  | 2375 |  | 2376 |  | 2377 |  | 2378 |  | 2379 |  | 2380 |  | 2381 |  | 2382 |  | 2383 |  | 2384 |  | 2385 |  | 2386 |  | 2387 |  | 2388 |  | 2389 |  | 2390 |  | 2391 |  | 2392 |  | 2393 |  | 2394 |  | 2395 |  | 2396 |  | 2397 |  | 2398 |  | 2399 |  | 2400 |  | 2401 |  | 2402 |  | 2403 |  | 2404 |  | 2405 |  | 2406 |  | 2407 |  | 2408 |  | 2409 |  | 2410 |  | 2411 |  | 2412 |  | 2413 |  | 2414 |  | 2415 |  | 2416 |  | 2417 |  | 2418 |  | 2419 |  | 2420 |  | 2421 |  | 2422 |  | 2423 |  | 2424 |  | 2425 |  | 2426 |  | 2427 |  | 2428 |  | 2429 |  | 2430 |  | 2431 |  | 2432 |  | 2433 |  | 2434 |  | 2435 |  | 2436 |  | 2437 |  | 2438 |  | 2439 |  | 2440 |  | 2441 |  | 2442 |  | 2443 |  | 2444 |  | 2445 |  | 2446 |  | 2447 |  | 2448 |  | 2449 |  | 2450 |  | 2451 |  | 2452 |  | 2453 |  | 2454 |  | 2455 |  | 2456 |  | 2457 |  | 2458 |  | 2459 |  | 2460 |  | 2461 |  | 2462 |  | 2463 |  | 2464 |  | 2465 |  | 2466 |  | 2467 |  | 2468 |  | 2469 |  | 2470 |  | 2471 |  | 2472 |  | 2473 |  | 2474 |  | 2475 |  | 2476 |  | 2477 |  | 2478 |  | 2479 |  | 2480 |  | 2481 |  | 2482 |  | 2483 |  | 2484 |  | 2485 |  | 2486 |  | 2487 |  | 2488 |  | 2489 |  | 2490 |  | 2491 |  | 2492 |  | 2493 |  | 2494 |  | 2495 |  | 2496 |  | 2497 |  | 2498 |  | 2499 |  | 2500 |  | 2501 |  | 2502 |  | 2503 |  | 2504 |  | 2505 |  | 2506 |  | 2507 |  | 2508 |  | 2509 |  | 2510 |  | 2511 |  | 2512 |  | 2513 |  | 2514 |  | 2515 |  | 2516 |  | 2517 |  | 2518 |  | 2519 |  | 2520 |  | 2521 |  | 2522 |  | 2523 |  | 2524 |  | 2525 |  | 2526 |  | 2527 |  | 2528 |  | 2529 |  | 2530 |  | 2531 |  | 2532 |  | 2533 |  | 2534 |  | 2535 |  | 2536 |  | 2537 |  | 2538 |  | 2539 |  | 2540 |  | 2541 |  | 2542 |  | 2543 |  | 2544 |  | 2545 |  | 2546 |  | 2547 |  | 2548 |  | 2549 |  | 2550 |  | 2551 |  | 2552 |  | 2553 |  | 2554 |  | 2555 |  | 2556 |  | 2557 |  | 2558 |  | 2559 |  | 2560 |  | 2561 |  | 2562 |  | 2563 |  | 2564 |  | 2565 |  | 2566 |  | 2567 |  | 2568 |  | 2569 |  | 2570 |  | 2571 |  | 2572 |  | 2573 |  | 2574 |  | 2575 |  | 2576 |  | 2577 |  | 2578 |  | 2579 |  | 2580 |  | 2581 |  | 2582 |  | 2583 |  | 2584 |  | 2585 |  | 2586 |  | 2587 |  | 2588 |  | 2589 |  | 2590 |  | 2591 |  | 2592 |  | 2593 |  | 2594 |  | 2595 |  | 2596 |  | 2597 |  | 2598 |  | 2599 |  | 2600 |  | 2601 |  | 2602 |  | 2603 |  | 2604 |  | 2605 |  | 2606 |  | 2607 |  | 2608 |  | 2609 |  | 2610 |  | 2611 |  | 2612 |  | 2613 |  | 2614 |  | 2615 |  | 2616 |  | 2617 |  | 2618 |  | 2619 |  | 2620 |  | 2621 |  | 2622 |  | 2623 |  | 2624 |  | 2625 |  | 2626 |  | 2627 |  | 2628 |  | 2629 |  | 2630 |  | 2631 |  | 2632 |  | 2633 |  | 2634 |  | 2635 |  | 2636 |  | 2637 |  | 2638 |  | 2639 |  | 2640 |  | 2641 |  | 2642 |  | 2643 |  | 2644 |  | 2645 |  | 2646 |  | 2647 |  | 2648 |  | 2649 |  | 2650 |  | 2651 |  | 2652 |  | 2653 |  | 2654 |  | 2655 |  | 2656 |  | 2657 |  | 2658 |  | 2659 |  | 2660 |  | 2661 |  | 2662 |  | 2663 |  | 2664 |  | 2665 |  | 2666 |  | 2667 |  | 2668 |  | 2669 |  | 2670 |  | 2671 |  | 2672 |  | 2673 |  | 2674 |  | 2675 |  | 2676 |  | 2677 |  | 2678 |  | 2679 |  | 2680 |  | 2681 |  | 2682 |  | 2683 |  | 2684 |  | 2685 |  | 2686 |  | 2687 |  | 2688 |  | 2689 |  | 2690 |  | 2691 |  | 2692 |  | 2693 |  | 2694 |  | 2695 |  | 2696 |  | 2697 |  | 2698 |  | 2699 |  | 2700 |  | 2701 |  | 2702 |  | 2703 |  | 2704 |  | 2705 |  | 2706 |  | 2707 |  | 2708 |  | 2709 |  | 2710 |  | 2711 |  | 2712 |  | 2713 |  | 2714 |  | 2715 |  | 2716 |  | 2717 |  | 2718 |  | 2719 |  | 2720 |  | 2721 |  | 2722 |  | 2723 |  | 2724 |  | 2725 |  | 2726 |  | 2727 |  | 2728 |  | 2729 |  | 2730 |  | 2731 |  | 2732 |  | 2733 |  | 2734 |  | 2735 |  | 2736 |  | 2737 |  | 2738 |  | 2739 |  | 2740 |  | 2741 |  | 2742 |  | 2743 |  | 2744 |  | 2745 |  | 2746 |  | 2747 |  | 2748 |  | 2749 |  | 2750 |  | 2751 |  | 2752 |  | 2753 |  | 2754 |  | 2755 |  | 2756 |  | 2757 |  | 2758 |  | 2759 |  | 2760 |  | 2761 |  | 2762 |  | 2763 |  | 2764 |  | 2765 |  | 2766 |  | 2767 |  | 2768 |  | 2769 |  | 2770 |  | 2771 |  | 2772 |  | 2773 |  | 2774 |  | 2775 |  | 2776 |  | 2777 |  | 2778 |  | 2779 |  | 2780 |  | 2781 |  | 2782 |  | 2783 |  | 2784 |  | 2785 |  | 2786 |  | 2787 |  | 2788 |  | 2789 |  | 2790 |  | 2791 |  | 2792 |  | 2793 |  | 2794 |  | 2795 |  | 2796 |  | 2797 |  | 2798 |  | 2799 |  | 2800 |  | 2801 |  | 2802 |  | 2803 |  | 2804 |  | 2805 |  | 2806 |  | 2807 |  | 2808 |  | 2809 |  | 2810 |  | 2811 |  | 2812 |  | 2813 |  | 2814 |  | 2815 |  | 2816 |  | 2817 |  | 2818 |  | 2819 |  | 2820 |  | 2821 |  | 2822 |  | 2823 |  | 2824 |  | 2825 |  | 2826 |  | 2827 |  | 2828 |  | 2829 |  | 2830 |  | 2831 |  | 2832 |  | 2833 |  | 2834 |  | 2835 |  | 2836 |  | 2837 |  | 2838 |  | 2839 |  | 2840 |  | 2841 |  | 2842 |  | 2843 |  | 2844 |  | 2845 |  | 2846 |  | 2847 |  | 2848 |  | 2849 |  | 2850 |  | 2851 |  | 2852 |  | 2853 |  | 2854 |  | 2855 |  | 2856 |  | 2857 |  | 2858 |  | 2859 |  | 2860 |  | 2861 |  | 2862 |  | 2863 |  | 2864 |  | 2865 |  | 2866 |  | 2867 |  | 2868 |  | 2869 |  | 2870 |  | 2871 |  | 2872 |  | 2873 |  | 287"></ |  |
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**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202)

Note: "+" indicates an optional field

[illegible][illegible]





[illegible][illegible]

| Resident       |      | Household |      | ANNUAL ELEMENT PROGRESS REPORT |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      | Note: *"X" indicates an optional field<br>Cells in gray contain auto-calculation formulas |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      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|----------------|------|-----------|------|--------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-------------------------------------------------------------------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|-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| Reporting Year | 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 | 2047 | 2048 | 2049 | 2050 | 2051                                                                                      | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367 | 2368 | 2369 | 2370 | 2371 | 2372 | 2373 | 2374 | 2375 | 2376 | 2377 | 2378 | 2379 | 2380 | 2381 | 2382 | 2383 | 2384 | 2385 | 2386 | 2387 | 2388 | 2389 | 2390 | 2391 | 2392 | 2393 | 2394 | 2395 | 2396 | 2397 | 2398 | 2399 | 2400 | 2401 | 2402 | 2403 | 2404 | 2405 | 2406 | 2407 | 2408 | 2409 | 2410 | 2411 | 2412 | 2413 | 2414 | 2415 | 2416 | 2417 | 2418 | 2419 | 2420 | 2421 | 2422 | 2423 | 2424 | 2425 | 2426 | 2427 | 2428 | 2429 | 2430 | 2431 | 2432 | 2433 | 2434 | 2435 | 2436 | 2437 | 2438 | 2439 | 2440 | 2441 | 2442 | 2443 | 2444 | 2445 | 2446 | 2447 | 2448 | 2449 | 2450 | 2451 | 2452 | 2453 | 2454 | 2455 | 2456 | 2457 | 2458 | 2459 | 2460 | 2461 | 2462 | 2463 | 2464 | 2465 | 2466 | 2467 | 2468 | 2469 | 2470 | 2471 | 2472 | 2473 | 2474 | 2475 | 2476 | 2477 | 2478 | 2479 | 2480 | 2481 | 2482 | 2483 | 2484 | 2485 | 2486 | 2487 | 2488 | 2489 | 2490 | 2491 | 2492 | 2493 | 2494 | 2495 | 2496 | 2497 | 2498 | 2499 | 2500 | 2501 | 2502 | 2503 | 2504 | 2505 | 2506 | 2507 | 2508 | 2509 | 2510 | 2511 | 2512 | 2513 | 2514 | 2515 | 2516 | 2517 | 2518 | 2519 | 2520 | 2521 | 2522 | 2523 | 2524 | 2525 | 2526 | 2527 | 2528 | 2529 | 2530 | 2531 | 2532 | 2533 | 2534 | 2535 | 2536 | 2537 | 2538 | 2539 | 2540 | 2541 | 2542 | 2543 | 2544 | 2545 | 2546 | 2547 | 2548 | 2549 | 2550 | 2551 | 2552 | 2553 | 2554 | 2555 | 2556 | 2557 | 2558 | 2559 | 2560 | 2561 | 2562 | 2563 | 2564 | 2565 | 2566 | 2567 | 2568 | 2569 | 2570 | 2571 | 2572 | 2573 | 2574 | 2575 | 2576 | 2577 | 2578 | 2579 | 2580 | 2581 | 2582 | 2583 | 2584 | 2585 | 2586 | 2587 | 2588 | 2589 | 2590 | 2591 | 2592 | 2593 | 2594 | 2595 | 2596 | 2597 | 2598 | 2599 | 2600 | 2601 | 2602 | 2603 | 2604 | 2605 | 2606 | 2607 | 2608 | 2609 | 2610 | 2611 | 2612 | 2613 | 2614 | 2615 | 2616 | 2617 | 2618 | 2619 | 2620 | 2621 | 2622 | 2623 | 2624 | 2625 | 2626 | 2627 | 2628 | 2629 | 2630 | 2631 | 2632 | 2633 | 2634 | 2635 | 2636 | 2637 | 2638 | 2639 | 2640 | 2641 | 2642 | 2643 | 2644 | 2645 | 2646 | 2647 | 2648 | 2649 | 2650 | 2651 | 2652 | 2653 | 2654 | 2655 | 2656 | 2657 | 2658 | 2659 | 2660 | 2661 | 2662 | 2663 | 2664 | 2665 | 2666 | 2667 | 2668 | 2669 | 2670 | 2671 | 2672 | 2673 | 2674 | 2675 | 2676 | 2677 | 2678 | 2679 | 2680 | 2681 | 2682 | 2683 | 2684 | 2685 | 2686 | 2687 | 2688 | 2689 | 2690 | 2691 | 2692 | 2693 | 2694 | 2695 | 2696 | 2697 | 2698 | 2699 | 2700 | 2701 | 2702 | 2703 | 2704 | 2705 | 2706 | 2707 | 2708 | 2709 | 2710 | 2711 | 2712 | 2713 | 2714 | 2715 | 2716 | 2717 | 2718 | 2719 | 2720 | 2721 | 2722 | 2723 | 2724 | 2725 | 2726 | 2727 | 2728 | 2729 | 2730 | 2731 | 2732 | 2733 | 2734 | 2735 | 2736 | 2737 | 2738 | 2739 | 2740 | 2741 | 2742 | 2743 | 2744 | 2745 | 2746 | 2747 | 2748 | 2749 | 2750 | 2751 | 2752 | 2753 | 2754 | 2755 | 2756 | 2757 | 2758 | 2759 | 2760 | 2761 | 2762 | 2763 | 2764 | 2765 | 2766 | 2767 | 2768 | 2769 | 2770 | 2771 | 2772 | 2773 | 2774 | 2775 | 2776 | 2777 | 2778 | 2779 | 2780 | 2781 | 2782 | 2783 | 2784 | 2785 | 2786 | 2787 | 2788 | 2789 | 2790 | 2791 | 2792 | 2793 | 2794 | 2795 | 2796 | 2797 | 2798 | 2799 | 2800 | 2801 | 2802 | 2803 | 2804 | 2805 | 2806 | 2807 | 2808 | 2809 | 2810 | 2811 | 2812 | 2813 | 2814 | 2815 | 2816 | 2817 | 2818 | 2819 | 2820 | 2821 | 2822 | 2823 | 2824 | 2825 | 2826 | 2827 | 2828 | 2829 | 2830 | 2831 | 2832 | 2833 | 2834 | 2835 | 2836 | 2837 | 2838 | 2839 | 2840 | 2841 | 2842 | 2843 | 2844 | 2845 | 2846 | 2847 | 2848 | 2849 | 2850 | 2851 | 2852 | 2853 | 2854 | 2855 | 2856 | 2857 | 2858 | 2859 | 2860 | 2861 | 2862 | 2863 | 2864 | 2865 | 2866 | 2867 | 2868 | 2869 | 2870 | 2871 | 2872 | 2873 | 2874 | 2875 | 2876 | 2877 | 2878 | 2879 | 2880 | 2881 | 2882 | 2883 | 2884 | 2885 | 2886 | 2887 | 2888 | 2889 | 2890 | 2891 | 2892 | 2893 | 2894 | 2895 | 2896 | 2897 | 2898 | 2899 | 2900 | 2901 | 2902 | 2903 | 2904 | 2905 | 2906 | 2907 | 2908 | 2909 | 2910 | 2911 | 2912 | 2913 | 2914 | 2915 | 2916 | 2917 | 2918 | 2919 | 2920 | 2921 | 2922 | 2923 | 2924 | 2925 | 2926 | 2927 | 2928 | 2929 | 2930 | 2931 | 2932 | 2933 | 2934 | 2935 | 2936 | 2937 | 2938 | 2939 | 2940 | 2941 | 2942 | 2943 | 2944 | 2945 | 2946 | 2947 | 2948 | 2949 | 2950 | 2951 | 2952 | 2953 | 2954 | 2955 | 2956 | 2957 | 2958 | 2959 | 2960 | 2961 | 2962 | 2963 | 2964 | 2965 | 2966 | 2967 | 2968 | 2969 | 2970 | 2971 | 2972 | 2973 | 2974 | 2975 | 2976 | 2977 | 2978 | 2979 | 2980 | 2981 | 2982 | 2983 | 2984 | 2985 | 2986 | 2987 | 2988 | 2989 | 2990 | 2991 | 2992 | 2993 | 2994 | 2995 | 2996 | 2997 | 2998 | 2999 | 3000 |



| Jurisdiction   |      | Household |      | ANNUAL ELEMENT PROGRESS REPORT<br>Housing Element Implementation<br>(COST YEAR 25: \$200K) |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      | Notes: *"N" indicates an optional field<br>Cells in gray contain auto-calculation formulas |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      | 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     |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----------------|------|-----------|------|--------------------------------------------------------------------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------------------------------------------------------------------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|---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| Reporting Year | 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 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367 | 2368 | 2369 | 2370 | 2371 | 2372 | 2373 | 2374 | 2375 | 2376 | 2377 | 2378 | 2379 | 2380 | 2381 | 2382 | 2383 | 2384 | 2385 | 2386 | 2387 | 2388 | 2389 | 2390 | 2391 | 2392 | 2393 | 2394 | 2395 | 2396 | 2397 | 2398 | 2399 | 2400 | 2401 | 2402 | 2403 | 2404 | 2405 | 2406 | 2407 | 2408 | 2409 | 2410 | 2411 | 2412 | 2413 | 2414 | 2415 | 2416 | 2417 | 2418 | 2419 | 2420 | 2421 | 2422 | 2423 | 2424 | 2425 | 2426 | 2427 | 2428 | 2429 | 2430 | 2431 | 2432 | 2433 | 2434 | 2435 | 2436 | 2437 | 2438 | 2439 | 2440 | 2441 | 2442 | 2443 | 2444 | 2445 | 2446 | 2447 | 2448 | 2449 | 2450 | 2451 | 2452 | 2453 | 2454 | 2455 | 2456 | 2457 | 2458 | 2459 | 2460 | 2461 | 2462 | 2463 | 2464 | 2465 | 2466 | 2467 | 2468 | 2469 | 2470 | 2471 | 2472 | 2473 | 2474 | 2475 | 2476 | 2477 | 2478 | 2479 | 2480 | 2481 | 2482 | 2483 | 2484 | 2485 | 2486 | 2487 | 2488 | 2489 | 2490 | 2491 | 2492 | 2493 | 2494 | 2495 | 2496 | 2497 | 2498 | 2499 | 2500 | 2501 | 2502 | 2503 | 2504 | 2505 | 2506 | 2507 | 2508 | 2509 | 2510 | 2511 | 2512 | 2513 | 2514 | 2515 | 2516 | 2517 | 2518 | 2519 | 2520 | 2521 | 2522 | 2523 | 2524 | 2525 | 2526 | 2527 | 2528 | 2529 | 2530 | 2531 | 2532 | 2533 | 2534 | 2535 | 2536 | 2537 | 2538 | 2539 | 2540 | 2541 | 2542 | 2543 | 2544 | 2545 | 2546 | 2547 | 2548 | 2549 | 2550 | 2551 | 2552 | 2553 | 2554 | 2555 | 2556 | 2557 | 2558 | 2559 | 2560 | 2561 | 2562 | 2563 | 2564 | 2565 | 2566 | 2567 | 2568 | 2569 | 2570 | 2571 | 2572 | 2573 | 2574 | 2575 | 2576 | 2577 | 2578 | 2579 | 2580 | 2581 | 2582 | 2583 | 2584 | 2585 | 2586 | 2587 | 2588 | 2589 | 2590 | 2591 | 2592 | 2593 | 2594 | 2595 | 2596 | 2597 | 2598 | 2599 | 2600 | 2601 | 2602 | 2603 | 2604 | 2605 | 2606 | 2607 | 2608 | 2609 | 2610 | 2611 | 2612 | 2613 | 2614 | 2615 | 2616 | 2617 | 2618 | 2619 | 2620 | 2621 | 2622 | 2623 | 2624 | 2625 | 2626 | 2627 | 2628 | 2629 | 2630 | 2631 | 2632 | 2633 | 2634 | 2635 | 2636 | 2637 | 2638 | 2639 | 2640 | 2641 | 2642 | 2643 | 2644 | 2645 | 2646 | 2647 | 2648 | 2649 | 2650 | 2651 | 2652 | 2653 | 2654 | 2655 | 2656 | 2657 | 2658 | 2659 | 2660 | 2661 | 2662 | 2663 | 2664 | 2665 | 2666 | 2667 | 2668 | 2669 | 2670 | 2671 | 2672 | 2673 | 2674 | 2675 | 2676 | 2677 | 2678 | 2679 | 2680 | 2681 | 2682 | 2683 | 2684 | 2685 | 2686 | 2687 | 2688 | 2689 | 2690 | 2691 | 2692 | 2693 | 2694 | 2695 | 2696 | 2697 | 2698 | 2699 | 2700 | 2701 | 2702 | 2703 | 2704 | 2705 | 2706 | 2707 | 2708 | 2709 | 2710 | 2711 | 2712 | 2713 | 2714 | 2715 | 2716 | 2717 | 2718 | 2719 | 2720 | 2721 | 2722 | 2723 | 2724 | 2725 | 2726 | 2727 | 2728 | 2729 | 2730 | 2731 | 2732 | 2733 | 2734 | 2735 | 2736 | 2737 | 2738 | 2739 | 2740 | 2741 | 2742 | 2743 | 2744 | 2745 | 2746 | 2747 | 2748 | 2749 | 2750 | 2751 | 2752 | 2753 | 2754 | 2755 | 2756 | 2757 | 2758 | 2759 | 2760 | 2761 | 2762 | 2763 | 2764 | 2765 | 2766 | 2767 | 2768 | 2769 | 2770 | 2771 | 2772 | 2773 | 2774 | 2775 | 2776 | 2777 | 2778 | 2779 | 2780 | 2781 | 2782 | 2783 | 2784 | 2785 | 2786 | 2787 | 2788 | 2789 | 2790 | 2791 | 2792 | 2793 | 2794 | 2795 | 2796 | 2797 | 2798 | 2799 | 2800 | 2801 | 2802 | 2803 | 2804 | 2805 | 2806 | 2807 | 2808 | 2809 | 2810 | 2811 | 2812 | 2813 | 2814 | 2815 | 2816 | 2817 | 2818 | 2819 | 2820 | 2821 | 2822 | 2823 | 2824 | 2825 | 2826 | 2827 | 2828 | 2829 | 2830 | 2831 | 2832 | 2833 | 2834 | 2835 | 2836 | 2837 | 2838 | 2839 | 2840 | 2841 | 2842 | 2843 | 2844 | 2845 | 2846 | 2847 | 2848 | 2849 | 2850 | 2851 | 2852 | 2853 | 2854 | 2855 | 2856 | 2857 | 2858 | 2859 | 2860 | 2861 | 2862 | 2863 | 2864 | 2865 | 2866 | 2867 | 2868 | 2869 | 2870 | 2871 | 2872 | 2873 | 2874 | 2875 | 2876 | 2877 | 2878 | 2879 | 2880 | 2881 | 2882 | 2883 | 2884 | 2885 | 2886 | 2887 | 2888 | 2889 | 2890 | 2891 | 2892 | 2893 | 2894 | 2895 | 2896 | 2897 | 2898 | 2899 | 2900 | 2901 | 2902 | 2903 | 2904 | 2905 | 2906 | 2907 | 2908 | 2909 | 2910 | 2911 | 2912 | 2913 | 2914 | 2915 | 2916 | 2917 | 2918 | 2919 | 2920 | 2921 | 2922 | 2923 | 2924 | 2925 | 2926 | 2927 | 2928 | 2929 | 2930 | 2931 | 2932 | 2933 | 2934 | 2935 | 2936 | 2937 | 2938 | 2939 | 2940 | 2941 | 2942 | 2943 | 2944 | 2945 | 2946 | 2947 | 2948 | 2949 | 2950 | 2951 | 2952 | 2953 | 2954 | 2955 | 2956 | 2957 | 2958 | 2959 | 2960 | 2961 | 2962 | 2963 | 2964 | 2965 | 2966 | 2967 | 2968 | 2969 | 2970 | 2971 | 2972 | 2973 | 2974 | 2975 | 2976 | 2977 | 2978 | 2979 | 2980 | 2981 | 2982 | 2983 | 2984 | 2985 | 2986 | 2987 | 2988 | 2989 | 2990 | 2991 | 2992 | 2993 | 2994 | 2995 | 2996 | 2997 | 2998 | 2999 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 3038 | 3039 | 3040 | 3041 | 3042 | 3043 | 3044 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3052 | 3053 | 3054 | 3055 | 3056 | 3057 | 3058 | 3059 | 3060 | 3061 | 3062 | 3063 | 3064 | 3065 | 3066 | 3067 | 3068 | 3069 | 3070 | 3071 | 3072 | 3073 | 3074 | 3075 | 3076 | 3077 | 3078 | 3079 | 3080 | 3081 | 3082 | 3083 | 3084 | 3085 | 3086 | 3087 | 3088 | 3089 | 3090 | 3091 | 3092 | 3093 | 3094 | 3095 | 3096 | 3097 | 3098 | 3099 | 3100 | 3101 | 3102 | 3103 | 3104 | 3105 | 3106 | 3107 | 3108 | 3109 | 3110 | 3111 | 3112 | 3113 | 3114 | 3115 | 3116 | 3117 | 3118 | 3119 | 3120 | 3121 | 3122 | 3123 | 3124 | 3125 | 3126 | 3127 | 3128 | 3129 | 3130 | 3131 | 3132 | 3133 | 3134 | 3135 | 3136 | 3137 | 3138 | 3139 | 3140 | 3141 | 3142 | 3143 | 3144 | 3145 | 3146 | 3147 | 3148 | 3149 | 3150 | 3151 | 3152 | 3153 | 3154 | 3155 | 3156 | 3157 | 3158 | 3159 | 3160 | 3161 | 3162 | 3163 | 3164 | 3165 | 3166 | 3167 | 3168 | 3169 | 3170 | 3171 | 3172 | 3173 | 3174 | 3175 | 3176 | 3177 | 3178 | 3179 | 3180 | 3181 | 3182 | 3183 | 3184 | 3185 | 3186 | 3187 | 3188 | 3189 | 3190 | 3191 | 3192 | 3193 | 3194 | 3195 | 3196 | 3197 | 3198 | 3199 | 3200 | 3201 | 3202 | 3203 | 3204 | 3205 | 3206 | 3207 | 3208 | 3209 | 3210 | 3211 | 3212 | 3213 | 3214 | 3215 | 3216 | 3217 | 3218 | 3219 | 3220 | 3221 | 3222 | 3223 | 3224 | 3225 | 3226 | 3227 | 3228 | 3229 | 3230 | 3231 | 3232 | 3233 | 3234 | 3235 | 3236 | 3237 | 3238 | 3239 | 3240 | 3241 | 3242 | 3243 | 3244 | 3245 | 3246 | 3247 | 3248 | 3249 | 3250 | 3251 | 3252 | 3253 | 3254 | 3255 | 3256 | 3257 | 3258 | 3259 | 3260 | 3261 | 3262 | 3263 | 3264 | 3265 | 3266 | 3267 | 3268 | 3269 | 3270 | 3271 | 3272 | 3273 | 3274 | 3275 | 3276 | 3277 | 3278 | 3279 | 3280 | 3281 | 3282 | 3283 | 3284 | 3285 | 3286 | 3287 | 3288 | 3289 | 3290 | 3291 | 3292 | 3293 | 3294 | 3295 | 3296 | 3297 | 3298 | 3299 | 3300 | 3301 | 3302 | 3303 | 3304 | 3305 | 3306 | 3307 | 3308 | 3309 | 3310 | 3311 | 3312 | 3313 | 3314 | 3315 | 3316 | 3317 | 3318 | 3319 | 3320 | 3321 | 3322 | 3323 | 3324 | 3325 | 3326 | 3327 | 3328 | 3329 | 3330 | 3331 | 3332 | 3333 | 3334 | 3335 | 3336 | 3337 | 3338 | 3339 | 3340 | 3341 | 3342 | 3343 | 3344 | 3345 | 3346 | 3347 | 3348 | 3349 | 3350 | 3351 | 3352 | 3353 | 3354 | 3355 | 3356 | 3357 | 3358 |







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| Reporting Year | Element         | Revenue |      | ANNUAL ELEMENT PROGRESS REPORT |      |                                |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      | Note: "x" indicates an optional field<br>Cells in gray contain auto-calculation formulas |      |  |  |  |  |  |  |  |  |  |  |
|----------------|-----------------|---------|------|--------------------------------|------|--------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------------------------------------------------------------------------------------------|------|--|--|--|--|--|--|--|--|--|--|
|                |                 | 2020    | 2021 | 2020 - 2021 (\$m) 1 - Dec-20   |      | Housing Element Implementation |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |                                                                                          |      |  |  |  |  |  |  |  |  |  |  |
|                |                 | 2020    | 2021 | 2020 - 2021 (\$m) 1 - Dec-20   |      | (\$Cm Tab 20 \$6000)           |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |                                                                                          |      |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-001 | 0201 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-002 | 0202 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-003 | 0203 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-004 | 0204 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-005 | 0205 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-006 | 0206 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-007 | 0207 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-008 | 0208 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-009 | 0209 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-010 | 0210 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-011 | 0211 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-012 | 0212 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-013 | 0213 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-014 | 0214 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-015 | 0215 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-016 | 0216 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-017 | 0217 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-018 | 0218 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-019 | 0219 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-020 | 0220 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-021 | 0221 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-022 | 0222 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-023 | 0223 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-024 | 0224 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-025 | 0225 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-026 | 0226 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-027 | 0227 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-028 | 0228 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-029 | 0229 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-030 | 0230 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-031 | 0231 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-032 | 0232 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-033 | 0233 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-034 | 0234 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-035 | 0235 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-036 | 0236 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-037 | 0237 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-038 | 0238 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-039 | 0239 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-040 | 0240 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-041 | 0241 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-042 | 0242 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-043 | 0243 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-044 | 0244 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-045 | 0245 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-046 | 0246 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-047 | 0247 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-048 | 0248 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-049 | 0249 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-050 | 0250 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-051 | 0251 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000                                                                                     | 0000 |  |  |  |  |  |  |  |  |  |  |
| 92-400-020-052 | 0252 PROCESSION | 0000    | 0000 | 0000                           | 0000 | 0000                           | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 |      |      |      |      |      |      |      |                                                                                          |      |  |  |  |  |  |  |  |  |  |  |

[illegible]









|                |           |                    |
|----------------|-----------|--------------------|
| Jurisdiction   | Roseville |                    |
| Reporting Year | 2020      | (Jan. 1 - Dec. 31) |

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

| Table B                                    |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
|--------------------------------------------|---------------------|---------------------------------|------|------|------|------|------|------|------|------|------|---------------------------------|--------------------------------------|
| Regional Housing Needs Allocation Progress |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Permitted Units Issued by Affordability    |                     |                                 |      |      |      |      |      |      |      |      |      |                                 |                                      |
|                                            |                     | 1                               | 2    |      |      |      |      |      |      |      |      | 3                               | 4                                    |
| Income Level                               |                     | RHNA Allocation by Income Level | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low                                   | Deed Restricted     | 2268                            |      | 9    |      | 42   | 43   |      | 43   | 45   |      | 183                             | 2085                                 |
|                                            | Non-Deed Restricted |                                 |      |      |      |      |      |      | 1    |      |      |                                 |                                      |
| Low                                        | Deed Restricted     | 1590                            |      | 14   |      | 15   |      |      | 20   |      |      | 67                              | 1523                                 |
|                                            | Non-Deed Restricted |                                 |      |      |      | 3    | 5    | 10   |      |      |      |                                 |                                      |
| Moderate                                   | Deed Restricted     | 1577                            |      |      |      |      |      |      |      |      |      | 3200                            |                                      |
|                                            | Non-Deed Restricted |                                 | 142  | 438  | 378  | 216  | 1000 | 333  | 474  | 219  |      |                                 |                                      |
| Above Moderate                             |                     | 3043                            | 384  | 333  | 544  | 584  | 644  | 472  | 500  | 1352 |      | 4813                            |                                      |
| Total RHNA                                 |                     | 8478                            |      |      |      |      |      |      |      |      |      |                                 |                                      |
| Total Units                                |                     |                                 | 526  | 794  | 922  | 857  | 1687 | 808  | 1042 | 1627 |      | 8263                            | 3608                                 |

Note: units serving extremely low-income households are included in the very low-income permitted units totals  
Cells in grey contain auto-calculation formulas



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

|                       |           |                    |
|-----------------------|-----------|--------------------|
| <b>Jurisdiction</b>   | Roseville |                    |
| <b>Reporting Year</b> | 2020      | (Jan. 1 - Dec. 31) |

### Table D

### Program Implementation Status pursuant to GC Section 65583

## Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

[illegible]





|                  |           |                    |
|------------------|-----------|--------------------|
| Jurisdiction     | Roseville |                    |
| Reporting Period | 2020      | (Jan. 1 - Dec. 31) |

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

|                                                 |
|-------------------------------------------------|
| Note: "+" indicates an optional field           |
| Cells in grey contain auto-calculation formulas |

| Table F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------|-------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F. |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Activity Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Units that Do Not Count Towards RHNA <sup>+</sup><br>Listed for Informational Purposes Only |                              |                         |                          | Units that Count Towards RHNA <sup>+</sup><br>Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields. |                              |                         |                          | The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Extremely Low-Income <sup>+</sup>                                                           | Very Low-Income <sup>+</sup> | Low-Income <sup>+</sup> | TOTAL UNITS <sup>+</sup> | Extremely Low-Income <sup>+</sup>                                                                                                                                                                                     | Very Low-Income <sup>+</sup> | Low-Income <sup>+</sup> | TOTAL UNITS <sup>+</sup> |                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Rehabilitation Activity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Preservation of Units At-Risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Acquisition of Residential Units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Mobilehome Park Preservation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |
| Total Units by Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                             |                              |                         |                          |                                                                                                                                                                                                                       |                              |                         |                          |                                                                                                                                       |

|                  |           |                    |
|------------------|-----------|--------------------|
| Jurisdiction     | Roseville |                    |
| Reporting Period | 2020      | (Jan. 1 - Dec. 31) |

NOTE: This table must only be filled out if the housing element site's inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

[illegible]



|                |           |                    |
|----------------|-----------|--------------------|
| Jurisdiction   | Roseville |                    |
| Reporting Year | 2020      | (Jan. 1 - Dec. 31) |

| Building Permits Issued by Affordability Summary |                     |              |
|--------------------------------------------------|---------------------|--------------|
| Income Level                                     |                     | Current Year |
| Very Low                                         | Deed Restricted     | 45           |
|                                                  | Non-Deed Restricted | 1            |
| Low                                              | Deed Restricted     | 0            |
|                                                  | Non-Deed Restricted | 10           |
| Moderate                                         | Deed Restricted     | 0            |
|                                                  | Non-Deed Restricted | 219          |
| Above Moderate                                   |                     | 1352         |
| Total Units                                      |                     | 1627         |

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

| Housing Applications Summary                           |     |
|--------------------------------------------------------|-----|
| Total Housing Applications Submitted:                  | 4   |
| Number of Proposed Units in All Applications Received: | 618 |
| Total Housing Units Approved:                          | 618 |
| Total Housing Units Disapproved:                       | 0   |

| Use of SB 35 Streamlining Provisions          |   |
|-----------------------------------------------|---|
| Number of Applications for Streamlining       | 0 |
| Number of Streamlining Applications Approved  | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining     | 0 |

| Units Permitted - SB 35 Streamlining Permits |        |           |       |
|----------------------------------------------|--------|-----------|-------|
| Income                                       | Rental | Ownership | Total |
| Very Low                                     | 0      | 0         | 0     |
| Low                                          | 0      | 0         | 0     |
| Moderate                                     | 0      | 0         | 0     |
| Above Moderate                               | 0      | 0         | 0     |
| Total                                        | 0      | 0         | 0     |

Cells in grey contain auto-calculation formulas

|                |           |                    |
|----------------|-----------|--------------------|
| Jurisdiction   | Roseville |                    |
| Reporting Year | 2020      | (Jan. 1 - Dec. 31) |

| ANNUAL ELEMENT PROGRESS REPORT<br>Local Early Action Planning (LEAP) Reporting<br>(CCR Title 25 §6202)                                                                                                                                                                                  |                   |                                       |             |               |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------|-------------|---------------|---------------|
| Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable. |                   |                                       |             |               |               |
| Total Award Amount                                                                                                                                                                                                                                                                      | \$ 500,000.00     |                                       |             |               |               |
| Task                                                                                                                                                                                                                                                                                    | \$ Amount Awarded | \$ Cumulative Reimbursement Requested | Task Status | Other Funding | Notes         |
| Prepare Draft Housing Element                                                                                                                                                                                                                                                           | \$ 40,000.00      |                                       | Completed   |               | \$0 requested |
| Public Outreach                                                                                                                                                                                                                                                                         | \$ 4,000.00       |                                       | Completed   |               | \$0 requested |
| Revise Draft Housing Element                                                                                                                                                                                                                                                            | \$ 5,000.00       |                                       | In Progress |               | \$0 requested |
| Prepare Draft Environmental Document                                                                                                                                                                                                                                                    | \$ 40,000.00      |                                       | In Progress |               | \$0 requested |
| Prepare Supporting Technical Studies                                                                                                                                                                                                                                                    | \$ 130,000.00     |                                       | In Progress |               | \$0 requested |
| Public Outreach                                                                                                                                                                                                                                                                         | \$ 2,000.00       |                                       | In Progress |               | \$0 requested |
| Planning Commission Hearings                                                                                                                                                                                                                                                            | \$ 2,000.00       |                                       | In Progress |               | \$0 requested |
| Final Environmental Document                                                                                                                                                                                                                                                            | \$ 10,000.00      |                                       | In Progress |               | \$0 requested |
| City Council Hearings                                                                                                                                                                                                                                                                   | \$ 2,000.00       |                                       | In Progress |               | \$0 requested |
| Prepare Implementing Programs                                                                                                                                                                                                                                                           | \$ 80,000.00      |                                       | In Progress |               | \$0 requested |
| Prepare Supporting Studies and Environmental Impact Statement                                                                                                                                                                                                                           | \$ 120,000.00     |                                       | In Progress |               | \$0 requested |
| Public Outreach, Final Docs, Hearing                                                                                                                                                                                                                                                    | \$ 65,000.00      |                                       | In Progress |               | \$0 requested |

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

| Completed Entitlement Issued by Affordability Summary |                     |              |
|-------------------------------------------------------|---------------------|--------------|
| Income Level                                          |                     | Current Year |
| Very Low                                              | Deed Restricted     | 0            |
|                                                       | Non-Deed Restricted | 0            |
| Low                                                   | Deed Restricted     | 0            |
|                                                       | Non-Deed Restricted | 0            |
| Moderate                                              | Deed Restricted     | 5            |
|                                                       | Non-Deed Restricted | 247          |
| Above Moderate                                        |                     | 590          |
| Total Units                                           |                     | 842          |

| Building Permits Issued by Affordability Summary |                     |              |
|--------------------------------------------------|---------------------|--------------|
| Income Level                                     |                     | Current Year |
| Very Low                                         | Deed Restricted     | 45           |
|                                                  | Non-Deed Restricted | 1            |
| Low                                              | Deed Restricted     | 0            |
|                                                  | Non-Deed Restricted | 10           |
| Moderate                                         | Deed Restricted     | 0            |
|                                                  | Non-Deed Restricted | 219          |
| Above Moderate                                   |                     | 1352         |
| Total Units                                      |                     | 1627         |

| Certificate of Occupancy Issued by Affordability Summary |                     |              |
|----------------------------------------------------------|---------------------|--------------|
| Income Level                                             |                     | Current Year |
| Very Low                                                 | Deed Restricted     | 0            |
|                                                          | Non-Deed Restricted | 1            |
| Low                                                      | Deed Restricted     | 2            |
|                                                          | Non-Deed Restricted | 7            |
| Moderate                                                 | Deed Restricted     | 0            |
|                                                          | Non-Deed Restricted | 228          |
| Above Moderate                                           |                     | 788          |
| Total Units                                              |                     | 1026         |

**Report of Required Information per Health and Safety Code 34176.1 (f)**  
**City of Roseville Housing Successor**  
**Fiscal Year 2019-20**

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1. Any amounts deposited into the Fund, with segregation of amounts deposited from payments pursuant to a Recognized Obligation Payment Schedule ("ROPS") from other sources.

| <i>Amount</i>    | <i>Source</i>                     | <i>Purpose</i>        |
|------------------|-----------------------------------|-----------------------|
| \$41,608         | Interest on Investments Earned    | Fund Balance-Reserved |
| \$37,419         | Interest on Notes/Loans           | Fund Balance-Reserved |
| \$34,842         | Monitoring Fees                   | Fund Balance-Reserved |
| \$245,372        | 20% Deposit from City Loan Payoff | Fund Balance-Reserved |
| \$60,318         | Loan Payoffs-Program Income       | Fund Balance-Reserved |
| <b>\$419,559</b> | <b>Total Deposits</b>             |                       |

2. The balance in the Fund at the fiscal year end, with segregation of amounts held to meet obligations on a ROPS from other amounts.

| <i>Amount</i>      | <i>Description</i>          |
|--------------------|-----------------------------|
| \$1,255,159        | Ending Cash                 |
| 3,979              | Interest Receivable         |
| 0                  | Reserved for ROPS           |
| <b>\$1,259,138</b> | <b>Fund Balance 6/30/20</b> |

3. A description of expenditures from the Fund by category for:
- Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering permitted affordable housing activities. *The amount that can be spent on monitoring and administration is capped at 2% of the value of the assets in the Fund or \$200,000 whichever is greater.*
  - Homeless prevention and rapid rehousing services. *This amount is limited to \$250,000 annually.*
  - Development of housing affordable to households at or below 80% of area median income ("AMI").

| <i>Amount</i>    | <i>Description</i>              |
|------------------|---------------------------------|
| \$48,249         | a. Staff charges for Monitoring |
| \$4,075          | a. Misc Office Charges          |
| \$250,000        | b. Homeless Prevention          |
| \$0              | c. Development of housing       |
| <b>\$302,324</b> | <b>Total Expenditures</b>       |

**Report of Required Information per Health and Safety Code 34176.1 (f)**  
**City of Roseville Housing Successor**  
**Fiscal Year 2019-20**

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4. The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts. *"Statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer form approved by the Department of Finance ("DOF") and the purchase price of properties purchased by the housing successor.*

| <i>Amount</i>       | <i>Description</i>                   |
|---------------------|--------------------------------------|
| \$0                 | Land                                 |
| \$5,760,000         | Mercy Housing - Deferred Receivables |
| \$3,295,190         | FTHB/commercial Deferred Receivables |
| \$1,134,256         | Residential                          |
| <b>\$10,189,446</b> | <b>Total Value of Land &amp; A/R</b> |

5. A description of any inter-jurisdictional transfers of monies from the Fund in the previous fiscal year as well as any transfer from prior fiscal years if the funds are still unencumbered and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

None

6. A description of any project for which the housing successor receives or holds real property tax revenue pursuant to the ROPS and the status of that project.

None

7. For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with the development of the property within five (5) years after the DOF approved the property as a housing asset, which would typically be the date of approval of the housing asset transfer list. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Mercy Housing secured a loan from the Housing Successor for \$5,760,000 for the development of a 58-unit mixed-use affordable housing development at 623 Vernon Street, Roseville. The loan was approved by the City Council, acting as the Housing Successor, on November 16, 2016. The project was completed in November 2018.

In 2016, the Housing Successor committed \$600,000 of funding from the low/moderate affordable housing funds towards the Junction Crossing affordable rental housing development at 120 Pacific Street. This project will include 80 affordable units available for low and very low income households. St. Anton, the developer of this project, originally anticipated construction to start in the spring 2020. Due to on-going litigation efforts, the project has been put on hold until the spring of 2021. These funds will be in the form of a low-interest deferred loan.



**Report of Required Information per Health and Safety Code 34176.1 (f)**  
**City of Roseville Housing Successor**  
**Fiscal Year 2019-20**

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8. A description of any outstanding replacement housing and housing production obligations that transferred to the housing successor on February 1, 2012, the housing successor's progress in meeting those obligations, and the housing successor's plans to meet the unmet obligations.

The Agency will continue to work with 2-3 affordable housing developers. Going forward the Agency is hopeful that loan portfolio payoffs and 20% set-aside deposits from City loan payments will provide additional assistance for affordable housing developments. The value of the 20% loan receivable from the Successor Agency at June 30, 2020 is \$3,415,171 providing the California Department of Finance approves the payment of the City loans by the Successor Agency.

9. Reporting on income targeting requirements does not need to be included until December 31, 2019 for the period from January 1, 2014 through the end of the fiscal year covered by the report (June 30, 2019 for most housing successors), and every five years thereafter. However, it may be useful for housing successors to track this information on an annual basis to ensure the requirement is met every five years. *The required income targeting expenditures are that, over a five year period, the funds remaining after expenditures for monitoring and administration and rapid rehousing services, if any, must be expended for the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least 30% of the funds expended on the development of housing affordable to and occupied by households earning 30% or less of the AMI and not more than 20% of the funds expended on the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.*

\$0.00

10. The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the total number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period. *If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.*

| # of Units | Description                                 |
|------------|---------------------------------------------|
| 287        | Senior Restricted Rental Housing Units      |
| 558        | Non-Senior Restricted Rental Housing Units  |
| <b>845</b> | <b>Total Units</b>                          |
| 34%        | % of Senior Restricted Rental Housing Units |

*In last 10 years:*

| # of Units | Description                                 |
|------------|---------------------------------------------|
| 49         | Senior Restricted Rental Housing Units      |
| 58         | Non-Senior Restricted Rental Housing Units  |
| <b>107</b> | <b>Total Units</b>                          |
| 46%        | % of Senior Restricted Rental Housing Units |

**Report of Required Information per Health and Safety Code 34176.1 (f)**  
**City of Roseville Housing Successor**  
**Fiscal Year 2019-20**

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11. The amount of any excess surplus, the amount of time that the successor agency has had the excess surplus, and the housing successor's plan for eliminating the excess surplus. *The definition of excess surplus has been modified so that an "excess surplus" exists to the extent a housing successor holds unencumbered funds in its Fund in an amount that exceeds the greater of \$1,000,000 or the total amount of deposits into the Fund for the preceding four fiscal years. The housing successor is required to spend the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.*

| Fiscal Year  | Amount Deposited   |
|--------------|--------------------|
| FY2018-19    | \$361,081          |
| FY2017-18    | 433,400            |
| FY2016-17    | 244,548            |
| FY2015-16    | 549,140            |
| <b>TOTAL</b> | <b>\$1,588,169</b> |

|                               |                    |
|-------------------------------|--------------------|
| <b>Fund Balance – 6/30/20</b> | <b>\$1,259,138</b> |
|-------------------------------|--------------------|

|                                                                                         |               |
|-----------------------------------------------------------------------------------------|---------------|
| Amount of Fund Balance does not exceed the sum of the deposits in the prior four years. | <b>\$0.00</b> |
|-----------------------------------------------------------------------------------------|---------------|

12. Inventory of Home Ownership Units: This section provides an inventory of homeownership units assisted by the former Agency or FVHA as Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low and Moderate Income Fund per Section 33334.3 (f).

| Loan Date  | Loan Due in yrs | Address            | Amount                |
|------------|-----------------|--------------------|-----------------------|
| 5/8/2007   | Upon Sale       | 2083 Beatty Way    | \$180,000.00          |
| 12/2/2008  | 45              | 121 Hickory Street | 77,300.00             |
| 12/2/2008  | 45              | 177 Hickory Street | 100,000.00            |
| 2/18/2009  | 45              | 109 Hickory Street | 100,000.00            |
| 6/30/2009  | 45              | 153 Hickory Street | 98,637.00             |
| 11/4/2009  | 45              | 145 Hickory Street | 100,000.00            |
| 11/5/2009  | 45              | 169 Hickory Street | 92,541.00             |
| 11/24/2009 | 45              | 125 Hickory Street | 85,778.00             |
| 11/25/2009 | 45              | 141 Hickory Street | 100,000.00            |
| 11/25/2009 | 45              | 113 Hickory Street | 100,000.00            |
| 3/11/2010  | 45              | 149 Hickory Street | 100,000.00            |
|            |                 | <b>TOTAL</b>       | <b>\$1,134,256.00</b> |



## COUNCIL COMMUNICATION

CC #: 1368

File #: 0709-05 & 0214

**Title:** COVID Homeless Prevention Assistance Program - Community Development Block Grant Agreement  
**Contact:** Kristine Faelz 916-774-5451 kpfaelz@roseville.ca.us

Meeting Date: 4/7/2021

Item #: 7.12.

### RECOMMENDATION TO COUNCIL

Staff requests that the City Council adopt a resolution to approve the Community Development Block Grant (CDBG) Agreement between the City of Roseville and AMI Housing, Inc., and authorize the City Manager to execute it.

### BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). On March 27, 2020 the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was enacted by Congress to provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. On September 11, 2020, HUD announced that the City of Roseville would receive \$795,721 of Round 3 CARES Act CDBG funds, known as CDBG-CV3.

CDBG-CV3 funds must be used for CDBG eligible activities that prevent, prepare for, or respond to the COVID-19 virus. On December 11, 2020, staff released a Request for Proposals in pursuit of a non-profit agency to administer a program to pay rent for those with arrears in order to keep Roseville residents housed. AMI Housing proposed a program to provide housing assistance to residents through the payment of rent and utilities. Through this program, AMI Housing will be able to assist Roseville residents affected by COVID-19 who are unable to pay their rent and utilities. Providing this funding to the residents of Roseville will not only help prevent homelessness and potential evictions, but also provide these families with stability. AMI Housing anticipates serving an estimated two hundred households over the next year with this funding.

On February 3, 2021, Council approved an amendment to the 2019-20 CDBG Annual Action Plan to fund a program to pay rent and utilities due to COVID-19, which will be fulfilled through the approval of a sub-recipient agreement with AMI Housing.

## FISCAL IMPACT

The CDBG funding is provided as a federal grant to the City of Roseville. These grants are used to offset potential costs to the General Fund and to serve the community. Funding for the AMI Housing COVID Homeless Prevention Assistance program was approved with the adoption of the FY2019-20 CDBG Annual Action Plan Amendment on February 3, 2021. This item does not impact the City's General Fund.

## ENVIRONMENTAL REVIEW

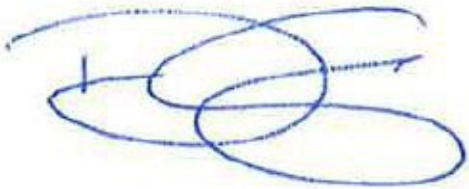
The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378.

The approval of a sub-recipient agreement with AMI Housing meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Kristine Faelz, Housing Analyst

Laura Matteoli, Economic Development Director

A handwritten signature in blue ink, appearing to read 'Dominick Casey', with a horizontal line extending from the end of the signature.

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Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Resolution 21-120

AMI Housing - CDBG Agreement

RESOLUTION NO. 21-120

APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMI HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Community Development Block Grant Agreement for Covid-19 Homeless Prevention Assistance, by and between the City of Roseville and AMI Housing, Inc., has been reviewed by 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

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
FOR COVID-19 HOMELESS PREVENTION ASSISTANCE**

**Grant No. B-20-MW-06-0043 (CARES Act)**

**CFDA 14.218**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
and between the City of Roseville, a municipal corporation (“CITY”) and AMI Housing, Inc., a  
California nonprofit corporation (“SUBRECIPIENT”).

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT is a nonprofit corporation organized under the laws of the  
State of California and qualifying for federal tax exempt status; and

WHEREAS, CITY has allocated Community Development Block Grant (CDBG) funds  
for COVID-19 assistance; and

WHEREAS, SUBRECIPIENT has submitted an Application for Community  
Development Block Grant Funding Request for 2021/2022 for COVID Homeless Prevention  
Assistance; as identified on the application, which is dated January 7, 2021. A copy is attached  
hereto as EXHIBIT “A” and incorporated herein by this reference; and

NOW, THEREFORE, the parties agree as follows:

1. Grant. CITY hereby authorizes a grant to SUBRECIPIENT in the amount of two hundred fifty thousand dollars (\$250,000). The grant shall be payable on a reimbursement basis after execution of this Agreement.

2. Services. SUBRECIPIENT shall perform the services within the limitations of this Agreement as described in EXHIBIT “A” and as modified in EXHIBIT “A-1,” attached hereto and incorporated herein by this reference. These services shall be performed in a manner satisfactory to CITY’s Economic Development Director.

3. Term. This Agreement shall commence upon execution and expire on June 30, 2022.

4. Terms of Agreement Prevail. SUBRECIPIENT shall comply with all the terms and conditions of EXHIBIT “A,” EXHIBIT “A-1” and this Grant Agreement. In the event of any discrepancy between the terms of this Grant Agreement and those of EXHIBIT “A,” the terms of this Grant Agreement shall prevail. In the event of any discrepancy between the terms of EXHIBIT “A” and of EXHIBIT “A-1,” the terms of EXHIBIT “A-1” shall prevail.

5. Use of Funds. Use of funds allocated hereunder to SUBRECIPIENT shall be subject to the following express terms and conditions:

A. SUBRECIPIENT shall use all funds provided pursuant to this Agreement exclusively for performing the services detailed in EXHIBIT “A”, as modified by EXHIBIT “A-1” and the express terms of this Agreement, based on the details provided in EXHIBIT “A-2” Budget, attached hereto and incorporated herein by this reference.

B. No funds paid by CITY hereunder shall be used directly or indirectly by SUBRECIPIENT for any lobbying or political activity whatsoever.

C. SUBRECIPIENT shall use all moneys received pursuant to this Agreement in conformity with the applicable provisions of 24 CFR Part 570, issued by the United States Department of Housing and Urban Development (HUD) (Administrative Regulations for Community Block Grants) (provided to SUBRECIPIENT electronically) and the applicable provisions of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (provided to SUBRECIPIENT electronically), and with the Income Limits as set forth in EXHIBIT “B,” attached hereto and incorporated herein by this reference.

6. Funds to be Expended During Current Fiscal Year. The grant shall be payable only from the Community Development Block Grant fund. The grant is made only for the current fiscal year. All funds received by SUBRECIPIENT under this Agreement shall be spent prior to the end of the current fiscal year. All funds not spent within the current fiscal shall be returned to CITY within thirty (30) calendar days after the conclusion of the current fiscal year.

No other fund of CITY, including without limitation its general fund, shall be liable for any payment under this Grant Agreement, nor is the taxing power of CITY pledged in any manner.

7. SUBRECIPIENT as Independent Entity. SUBRECIPIENT and the agents or employees of SUBRECIPIENT shall act in an independent capacity and not as officers, employees or agents of CITY in performance of this Grant Agreement.

8. Termination.

A. Either party shall have the right to terminate this Agreement upon thirty (30) calendar days written notice thereof being served on the other party.



B. In the event that CITY receives communication from the federal government that funds available to CITY under the Community Development Block Grant Program are to be reduced or withdrawn by the federal government, CITY may at its option terminate this Agreement immediately.

C. If, through any cause, SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, requirements or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving at least five (5) calendar days written notice to SUBRECIPIENT of such termination, specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs, and reports prepared by the SUBRECIPIENT under this Agreement shall, at the option of CITY, become property of CITY and SUBRECIPIENT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY or others by virtue of any breach of this Agreement by SUBRECIPIENT. CITY may withhold any payment to SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

9. No Assignment. This Agreement is not assignable by SUBRECIPIENT either in whole or part, without the express written authorization of CITY.

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

11. All Terms to be in Writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral

understanding or agreement not incorporated herein shall be binding on either of the parties hereto.

12. Records.

A. SUBRECIPIENT shall maintain all necessary books and records, including property, personnel and financial records, in accordance with requirements prescribed by HUD or CITY with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of four (4) years after receipt of the final payment under this Agreement, or five (5) years after the resolution of any dispute regarding this Agreement, whichever is later.

B. SUBRECIPIENT shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers, or other official documentation evidencing in appropriate detail the nature and propriety of the charges. All checks, payroll, invoices, contracts, vouchers, orders, or other documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. SUBRECIPIENT shall, at such time and in such forms as HUD or CITY may require, furnish HUD or CITY statements, records, reports, data and information pertaining to matters covered by this Agreement. SUBRECIPIENT shall file Quarterly Reports no later than 30 calendar days after the end of each fiscal year quarter, (October 30, 2020, January 30, 2020, April 30, 2021 and July 30, 2021). SUBRECIPIENT shall provide Quarterly Reports to CITY in the form and manner directed by CITY, and as may be described in EXHIBIT "A-1."

D. Upon request for examination by CITY, SUBRECIPIENT shall, at any time during normal business hours, make available all of its records with respect to all matters

covered by this Agreement. SUBRECIPIENT shall permit CITY to audit, examine and make excerpts or transcripts from these records.

13. Allowability of Expenditures. SUBRECIPIENT shall accurately document each transaction to permit the determination, through an audit if requested by CITY, of the accuracy of the records and the allowability of expenditures charged to grant funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, the questionable expenditure shall be disallowed. In such case, SUBRECIPIENT shall reimburse CITY the amount of any disallowed expenditure. Determination by CITY of the allowability of any expenditure shall be final.

14. Program income. Unless otherwise allowed by amendment of this Agreement, SUBRECIPIENT shall remit all program income received to CITY. SUBRECIPIENT shall remit program income to CITY not less than quarterly. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall be remitted to CITY immediately and in full. Program income is gross income received by SUBRECIPIENT directly generated from the use of CDBG funds. Program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;

- Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds;
- Proceeds from the sale of loans made with CDBG funds;
- Proceeds from sale of obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its remittance to CITY.

Program income does not include fundraising activities carried out by SUBRECIPIENT or proceeds from the disposition of real property acquired or improved with CDBG funds when the disposition occurs after the applicable time period specified in 20.D. below.

15. Conflict of Interest. No member, officer, or employee of SUBRECIPIENT or its designees or agents, who exercises any function or responsibility with respect to the program during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for activities performed in connection with the program assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

16. Compliance with Governmental Regulations. SUBRECIPIENT shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force, or which may hereafter be in force pertaining to any and all activities contemplated under this Agreement.

SUBRECIPIENT shall comply with any applicable provisions of 24 CFR 570, which is provided electronically with this Agreement and is available for review in the CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at [www.ecfr.gov](http://www.ecfr.gov) and [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/).

17. Fair Employment. SUBRECIPIENT shall comply with the provision of the Fair Employment and Housing Act (Government Code §12900, et seq.), the regulations promulgated thereunder (2 CCR §10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (§§11135-11139.5) and the regulations or standards adopted by the State of California to implement such article.

SUBRECIPIENT shall give advice of its obligation under this Agreement to labor organizations or contractors with which it has collective bargaining or other agreements. SUBRECIPIENT shall include nondiscrimination compliance provisions similar to those of this Agreement in all subcontracts to perform work under this Agreement.

18. Discrimination Prohibited. SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, age or physical or mental disability, as more specifically set forth in Sections 570.602 and 570.601 of the aforesaid HUD Regulations. During the performance of this Agreement SUBRECIPIENT agrees as follows:

A. No person in the United States shall, on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

B. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, age or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

C. SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age or physical or mental disability.

19. Uniform Administrative Requirements. This Agreement is subject to the requirements of 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a copy of which is being provided electronically with this contract and is available for review in CITY's Housing Division Office. SUBRECIPIENT may access and obtain the most current version of the Code of Federal Regulations from the US Government Printing Office at [www.ecfr.gov](http://www.ecfr.gov) and [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/).

20. Property Ownership and Procurement.

A. In the event this Agreement is not fully performed to the satisfaction of CITY, any and all non-expendable furnishings, equipment or other personal property purchased

pursuant to this Agreement and having a useful life or more than one (1) year and a purchase price of three hundred dollars (\$300) or more and not consumed in the performance of this Agreement shall become the property of CITY. Such property shall be delivered to CITY upon written notification by CITY to SUBRECIPIENT.

B. The procurement of goods or services with CDBG funds is subject to the requirements of 2 CFR Part 200, including: §200.318 General procurement standards; §200.319 Competition; §200.320 Methods of procurement to be followed; §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms; §200.323 Contract cost and price; §200.325 Bonding requirement; and §200.326 Contract provisions. SUBRECIPIENT shall consult with and receive the approval of CITY prior to procuring goods or services to be purchased with CDBG funds.

C. Property acquired in whole or in part with funds provided pursuant to this Agreement shall be managed in accordance with the provisions of 2 CFR Part 200.

D. Upon termination of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. If SUBRECIPIENT ceases to use any asset acquired with CDBG funds for the purpose described in this Agreement, SUBRECIPIENT shall either pay to CITY the fair market value of the asset or transfer control of the asset to CITY.

E. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall continue to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or five (5) years after final payment is issued under this Agreement, whichever is later. CITY may

establish a longer period of time, as determined to be appropriate. In the event that the use of the acquired or improved real property does not meet one of the national objectives, SUBRECIPIENT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment will be required after the period of time specified herein.

21. Environmental impact mitigation measures. The use of CDBG funds is subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. Should CITY determine as the result of its review as the Responsible Entity that measures are required to mitigate the environmental impact of actions assisted in whole or in part under this Agreement, CITY shall inform SUBRECIPIENT of such mitigation measures and SUBRECIPIENT shall comply with said measures as a condition of receiving funds. Failure to comply shall be cause for termination of this Agreement and recapture of all funds provided under this Agreement.

22. Federal labor standards and prevailing wages. Construction work assisted in whole or in part with CDBG funds is subject to applicable federal labor standards and the payment of prevailing wages including Davis-Bacon and Related Acts: Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5), Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3), and Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). SUBRECIPIENT shall consult with and receive the approval of CITY prior to procuring contracts for construction or employing persons in construction to be funded with CDBG.



23. Indemnification. To the fullest extent allowed by law, SUBRECIPIENT 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 SUBRECIPIENT'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.

SUBRECIPIENT'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.

24. Insurance. SUBRECIPIENT 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>                                                                                                       |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Commercial General Liability | \$1,000,000 each occurrence<br>\$2,000,000 aggregate<br>Personal Injury:<br>\$1,000,000 each occurrence<br>\$2,000,000 aggregate |

A. Form. SUBRECIPIENT 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. SUBRECIPIENT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds. Such insurance shall specifically cover the contractual liability of SUBRECIPIENT. The additional insured coverage under the SUBRECIPIENT policy shall be primary and noncontributory, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the 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. SUBRECIPIENT shall provide ten (10) calendar 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. SUBRECIPIENT 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, SUBRECIPIENT shall require its subcontractors to agree to be bound to SUBRECIPIENT and CITY in the same manner and to the same extent as SUBRECIPIENT is bound to CITY under this Agreement. Additionally, SUBRECIPIENT 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. SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT 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 SUBRECIPIENT, its employees, agents and subcontractors.

H.     Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SUBRECIPIENT 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.

25. Notice. Any notice required by this Agreement shall be delivered or sent by first class mail, United States postage prepaid, addressed as follows:

| <u>CITY</u>                                                                                         | <u>SUBRECIPIENT</u>                                                                  |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Trisha Isom<br>Housing Manager<br>316 Vernon Street, # 150<br>Roseville, CA 95678<br>(916) 774-5446 | Jennifer Price<br>AMI Housing<br>P.O. Box 5216<br>Auburn, CA 95604<br>(530) 878-5088 |

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

26. No Waiver of Breach. No waiver of any breach of this Agreement by CITY shall be held to be a waiver of any other or subsequent breach.

27. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

28. 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.

29. Duplication of Benefits. SUBRECIPIENT shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. SUBRECIPIENT must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on CITY, which are: <https://www.federalregister.gov/documents/2020/08/20/2020-18242/notice-of-program-rules-waivers-and-alternative-requirements-under-the-cares-act-for-community>.

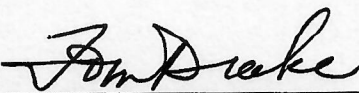
30. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2021, and SUBRECIPIENT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a  
municipal corporation

AMI Housing, Inc., a  
California nonprofit corporation

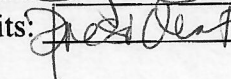
BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY:   
its: SECRETARY

ATTEST:

and

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

BY:   
its: 

[SIGNATURES CONTINUED ON NEXT PAGE]



APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
LAURA MATTEOLI  
Economic Development Director

EXHIBIT LIST:

|               |                                |
|---------------|--------------------------------|
| EXHIBIT "A"   | CDBG Funding Application       |
| EXHIBIT "A-1" | Scope of Services              |
| EXHIBIT "A-2" | Budget                         |
| EXHIBIT "B"   | Income Limits for CDBG Program |

## EXHIBIT “A”



Powered by [ZoomGrants™](#)

City of Roseville  
Housing Division  
**CARES Act CDBG-CV3**  
Deadline: 1/8/2021

AMI Housing, Inc.  
**AMI Housing - COVID Assistance**

Jump to: [Pre-Application Questionnaire](#) [Funding Application](#) [Program/Project Budget](#) [Documents](#)

**USD\$ 300,000.00** Requested

Submitted: 1/7/2021 2:46:01 PM (Pacific)

**Project Contact**

Jennifer Price  
[jprice@amihousing.org](mailto:jprice@amihousing.org)  
Tel: 530-878-5088

**Additional Contacts**

*none entered*

**AMI Housing, Inc.**

P.O. Box 5216  
Auburn, CA 95604

**CEO**

Jennifer Price  
[jprice@amihousing.org](mailto:jprice@amihousing.org)

Telephone 530-878-5088

Fax 916-848-3642

Web [www.amihousing.org](http://www.amihousing.org)

**Pre-Application Questionnaire** [top](#)

**Primary Applicant**

**1. Which type of applicant entity are you?**

Select one.

- ☒ Non-profit (501c3/c4)
- ☐ Public agency
- ☐ Multi-agency Collaborative – Non-profit
- ☐ Multi-agency Collaborative – Non-profit/Public Agency
- ☐ Other:

**2. Have you received any grant funding from the City of Roseville before?**

- ☒ Yes
- ☐ No

**3. Which grant types has your agency received before?**

Check all that apply. From any source or agency.

- ☒ CDBG
- ☒ REACH/Citizen's Benefit Fund
- ☒ Homeless Prevention and Rapid Re-Housing
- ☒ Other homeless funds (McKinney-Vento or other)
- ☐ Other:
- ☐ No prior funding



## Application Summary Description

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### 4. Briefly describe the proposed program or project.

AMIH will provide homeless prevention funds to Roseville residents for up to 100 days and car expense payments for individuals and families at risk of homelessness due to the COVID pandemic.

## Co-Applicant/Collaborating Agency

---

### 5. If this is a collaborative application, how many agencies are involved?

Tick "0" if this is *\*not\** a collaborative application.

- ☒ 0
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ more than 6

### 6. List the collaborating agencies (Enter "none" if none.)

Enter agency name and DUNS# if assigned  
none

### 7. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. You will need to know this for your main application.

- ☒ Rent and back rent
- ☐ Car expense payments
- ☐ Project Roomkey
- ☐ Educational assistance for homeless children

## Funding Application [top](#)

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Some answers will not be presented because they are not part of the selected group of questions based on the answer to #1.

### 1. Indicate the type of activity. You may select only one.

You may submit more than one application. You may submit applications for more than one activity type. If you are not sure which category to select, please consult City staff. Your selection will determine the questions you are required to complete.

- ☒ Rent and back rent
- ☐ Car expense payments
- ☐ Project Roomkey
- ☐ Educational assistance for homeless children

### 2. Describe the program or project. What direct COVID needs will be addressed with this program?

What is the service you will provide or the project you will complete? How will it happen and when? What will be the result? Who will benefit and how? What are the goals and objectives?

COVID has had an incredible impact on the low income and moderate-income residents of Roseville. This has led to many folks who were already precariously housed being placed at an incredibly high risk of becoming homeless and many are not aware of the guidelines in place to prevent evictions for an inability to pay rent prior to January 31st, 2020. Our agency is uniquely situated to provide housing assistance to the community during this incredibly difficult time. We have spent years developing a team of housing counselors who provide rapid rehousing and homeless prevention support to our community as well as intensive landlord engagement. We have a variety of funding sources for community housing supports, but they are not enough funds for the increase in the anticipated number of residents who will need these supports in the upcoming year.

Through this proposal we are asking for funds for homeless prevention and car expense payments. At this time, we are getting an increasing number of requests for homeless prevention, but some of that is because people are not aware of the current

eviction moratorium. Landlords are also not aware and need to be educated on the proper process for serving evictions for residents who cannot pay rent.

We anticipate that when people with COVID related reasons (such as job loss, infection, child care) are unable to pay their rent we will need to step in to make sure they remain housed or we will see an incredible rise in homelessness and evictions.

With all of these factors to consider, we anticipate that we will assist an estimated two hundred individuals or families over the next year (prior to June 30, 2022) specifically due to COVID. It will take time for the economy to recover after this pandemic, for people to get their kids back in school full time, for jobs to be available again as businesses fully reopen, and for the lowest income earners to have the ability to pay their rent as they once did. The outcomes we hope to achieve are that we don't see a surge in homelessness, that people remain housed, and that people are able to get back on their feet after this incredibly difficult year.

**3. Location(s) where services will be provided or project will be completed.**

*Include administrative offices if services will also be provided there or from there. Provide street address, city, and ZIP code.*  
11768 Atwood Drive, Suite 6 Auburn CA.

Remotely through HIPPA compliant Zoom, Telephone, and email.

Services are also provided at the tenants homes when needed and at property management locations.

**4. What is the program's/project's current status?**

*Is it still being planned? Is it underway? Is it ready to receive funding? Is the program or project seasonal? What will need to be done before the program or project can start?*

This AMIH program is underway for the entire Placer County region. Funds requested in this application will be specifically for Roseville residents. The project is ready to receive funding and will begin on the first day funded.

**5. When will the program or project begin?**

*If underway as of application, enter "underway."*  
underway

**6. When will the program or project be completed?**

*Services must be completed no later than June 30 of the award fiscal year.*  
Project will be completed by June 30, 2022

**7. What are the specific costs to be funded with this request?**

*Identify the types of costs and amounts. Salary, and for whom? Materials, what type and quantity? Equipment, specifications? How will funding these costs meet the goals and objectives described in this request?*  
Homeless prevention, direct salaries for program staff (housing counselors), car expense payments, and administration of program.

**8. If this is a collaborative application, describe the collaboration being utilized for the proposed program or project.**

*Explain how the collaboration improves the provision of services or the competition of the proposed program or project. Attach co-applicant commitment letters to your application to document the collaboration.*  
N/A

**9. Describe your other collaboration with other agencies, including non-profit and public agencies.**

*Do you participate in the local Continuum of Care (CoC) and/or coordinated entry efforts? Do you provide/accept referrals? Do you participate in other coordinating bodies or work with service/business/government organizations?*  
AMIH has a long history of collaboration with other agencies including: Placer County ASOC, Gathering Inn, Welcome Center, Cirby Clubhouse, PIRS, Homeless Resource Council of the Sierras (HRCS), PCN, Voc Rehab, Campaign for Community Wellness (CCW), Project Go, Turning Point, Placer County Office of Education, and the cities of Roseville, Rocklin, & Auburn. AMIH is a member of the Roseville and Auburn Chambers of Commerce and works closely with the Placer County Community Foundation.

AMIH is on the board of the HRCS (CoC) and on the leadership team for the CCW (Steering committee for local MHSA funds). AMIH is actively participating in coordinated entry for Placer County from the planning process to implementation. We receive referrals through coordinated entry and through our housing coordinator who outreaches to the local homeless shelters. We use the "By Name List" for housing placements and referrals as well. In addition our Housing Coordinator is collaborating closely with the Roseville police department.

AMIH began a collaboration called ASSK with Stand Up Placer, Kids First, and St Vincent de Paul. We work in tandem to provide rapid rehousing, homeless prevention, and utility assistance in Roseville and Placer County.

**10. Describe your use of volunteers.**

*How do volunteers contribute to your efforts overall and to this program or project specifically?*

AMIH's board is a dedicated group of volunteers who meet on a regular basis for community outreach, fundraisers, grants, projects, and overall consumer happiness.

AMIH partners with California State University, Sacramento & Brandman University to provide bachelor and master degree internships in the social work and mental health fields. Interns visit with our residents at their homes to provide education on basic life skills such as cooking, budgeting, personal hygiene, grocery shopping, etc. In addition they work with our case managers to create and implement individual service plans.

Last year volunteers helped by gathering and donating household items for our many programs. In addition, volunteers helped create "Welcome Home" bags for residents which included: hygiene items, a new pillow, sheets, blanket, and other essential items. In collaboration with Toys for Tots a Holiday Party with Santa himself is held in December for the many families enrolled in our program.

**11. Describe your history and experience providing services to the community.**

*Be sure to include the number of years in operation and summary of major accomplishments.*

In 1992, the National Alliance for the Mentally Ill-Placer County entered into a contract with Placer County Mental Health Department to begin a housing program for its consumers. Housing was provided for Adult System of Care consumers who needed training in basic living skills, before progressing to independent living. In 1995, the collaborative expanded and opened houses in Rocklin, Roseville, and Auburn. Early in 2003, it was decided to place the operation of the housing program under a new organization: Advocates for Mentally Ill Housing, Inc. (AMIH). In August 2003, AMIH received its 501c3 designation.

Since 2003, collaboration with other community based organizations has allowed AMIH to open additional homes in Placer County. AMIH now provides transitional, permanent, rapid rehousing, emergency, peer supported, transitional age youth, and subsidized independent housing. AMIH still contracts with Placer County, but has expanded our program to include families and individuals who are homeless in Placer County. AMIH owns nine homes, a 6 unit apartment complex, a 19 unit studio apartment complex, subsidizes 75 plus independent apartments, and leases five other homes allowing us to serve over 200 individuals every night. In addition, AMIH employs over 20 adults with mental illness through our peer advocacy programs.

**12. Describe your experience with this type of program or project.**

*If this is a new program or project, your experience with similar programs and projects. If this addresses homelessness, what is your knowledge of issues and needs specific to homeless persons, including families and those at risk of homelessness?*

AMI Housing has provided housing and supportive services in Placer County to low income homeless or at risk of homeless individuals and families for over twenty years. AMIH subsidizes people throughout the community in apartments and houses. We work with over 150 landlords in the community who know and trust us to help our clients stay housed and to work through any landlord/tenant issues that may arise. Prior to COVID we have supported over 500 individuals per year with rapid rehousing and homeless prevention and we house approximately 300 individuals per year in our own permanent and transitional housing programs in Placer County.

**13. Identify staff who will implement and manage the program or project.**

*Include their experience administering the activity or similar type of activities. If this is a collaborative effort, note the agency for each staff person. Attach resumes and job descriptions or duty statements.*

The staff overseeing the program or project will be the AMIH Board, AMIH CEO, AMIH COO, AMIH staff, AMIH-ASOC Collaborative Housing Manager (CHM), peer counselors, Data Analyst, & our Case Manager (CM). The majority of our board is comprised of people with family members who have a mental illness. The board has compassion & life experience working with adults with a mental illness & has been operating this housing program since its inception. Our COO has a Masters Degree in Social Work Public Administration and will provide oversight of this program. We have five housing coordinators or case managers on staff, with varying education levels, but many years of experience in social work and property management. In addition, we employ five peer counselors who will use their own life experience to assist individuals in this program with accessing community services. For over thirteen years, the AMIH CEO has administered AMIH programs and all grants associated with it.

**14. Describe your service area. This funding is intended to benefit City of Roseville residents.**

*If you serve an area less than the entire city, explain. If you serve an area larger than the city, how will you identify costs to serve Roseville residents? How will you assure Roseville residents are referred by outside agencies?*

AMIH provides housing to Placer & Nevada County residents. Roseville residency is verified prior to acceptance. The recipients of any CDBG funding awarded will be Roseville residents. AMIH will take referrals from any agency and coordinated entry to identify eligible Roseville residents.

AMIH will use HMIS for program demographics. Clients will be given intake, update, and exit forms. This allows us to easily identify Roseville residents.

**15. List all City of Roseville funding received within the last three (3) years including funding amount and status.**

List as follows: PROGRAM/PROJECT NAME, SOURCE/TYPE, AWARD AMOUNT, AWARD DATE, EXPENDED AMOUNT, STATUS (planned, underway, complete, or canceled)

2020/2021: Housing Support Services. Source: City of Roseville. \$15,000. Status: Underway.

2020: Rapid Rehousing & Homeless Prevention - \$250,000 for the ASSK program. Source: City of Roseville. Status: Complete.

2019/2020: Housing Support Services. Source: City of Roseville. \$15,000. Status: Complete.

2019/2020: Main Street Solar. Source: City of Roseville. \$93,000. Status: Underway.

2019: Rapid Rehousing & Homeless Prevention - \$200,000 for the ASSK program. Source: City of Roseville. Status: Complete.

2018/2019: Housing Support Services. Source: City of Roseville. \$15,000. Status: Complete.

2018: Rapid Rehousing & Homeless Prevention - \$187,500 for the ASSK program. Source: City of Roseville. Status: Complete.

2017/2018: Housing Support Services. Source: City of Roseville. \$13,355. Status: Complete.

2017: Rapid Rehousing & Homeless Prevention - \$143,186 for the ASSK program. Source: City of Roseville. Status: Complete.

**16. Should the City award less than you have requested, how will this impact the program or project?**

*Will you accept a lesser amount? Will goals be reduced? Will the program or project not be feasible?*

We will adjust the funding so that we can serve as many individuals as possible. We will attempt to find additional funding from other community resources to continue the program for the entire year.

**17. Explain how this program or project offers something different from what other agencies may offer, or are currently offering.**

*Do you coordinate with other agencies to leverage and avoid duplication? What makes you different? Are services targeted to a unique population? Are you uniquely positioned to serve a community because of location, relationships, or staff skills?*

This program is in direct response to the COVID 19 pandemic. It is not an ongoing program, but a program that will remain in place until all CARES act funds have been expended or June 30, 2022.

**18. These funds must be used to benefit low and moderate income persons. You must also collect and report demographic information on persons served. Describe your methods for documenting eligibility for services and collecting demographics.**

*If you are targeting a low-income area, please describe the area and how you determined it is low-income. If you are serving a population that is presumed to be low-income, please describe. Describe the tools you use to report on persons served.*

AMIH utilizes the Homeless Management Information System for all incoming clients. The intake paperwork captures the following data: demographics, income, income source, homeless status, location, and current housing placement or lack thereof. The clients who are admitted into this program must meet the following guidelines:

1. Decrease or loss of income due to COVID
2. At risk of homelessness
3. A resident of the City of Roseville.

Our agency will only serve individuals who meet the above criteria.

**19. A duplication of benefits (DOB) occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. How will you ensure no duplication of benefits for the participants of your program?**

*-answer not presented because of the answer to #1-*

**20. In follow up to the previous question, how will you ensure no duplication of benefits for your agency? Please complete the Duplication of Benefits Chart.**

*The Duplication of Benefits Chart can be found under the 'Documents' tab.*

Each person who is assisted with funds for homeless prevention is tracked with our financial accounting tools and through HMIS. Benefits will not be duplicated and reports for outcomes will be available by program.

**21. What is your total cost to serve each unduplicated person? Amount funded by this grant?**

*Ignore the automatic total under the table you will see in preview and print.*

|          |                                       |
|----------|---------------------------------------|
| 1500     | Total cost/person (\$)                |
| 1500     | Cost/person funded by this grant (\$) |
| 3,000.00 | <b>TOTAL</b>                          |

## 22. This request will ...

Select one

- ☒ Result in an increase in the current level of service provided, or increase the capacity of a facility.
- ☐ Improve access to an existing service, or improve access to an existing facility.
- ☐ Prevent a reduction in the current level of service provided, or reduction in the current capacity of a facility.
- ☐ Correct a currently sub-standard level of service, or correct a sub-standard condition in a facility.

## 23. Provide any additional information in the space below that you would like to be considered for this proposal.

If none, enter "none."

none

## 24. Have you completed the budget tab?

- ☒ Yes

## 25. Have you uploaded all required documents?

- ☒ Yes

## Program/Project Budget [top](#)

| Revenue/Sources                  | Prior (Actual)    | Current (Budgeted) | Proposed                |
|----------------------------------|-------------------|--------------------|-------------------------|
| City of Roseville (this request) |                   |                    | USD\$ 300,000.00        |
| <b>Total</b>                     | <b>USD\$ 0.00</b> | <b>USD\$ 0.00</b>  | <b>USD\$ 300,000.00</b> |

| Expenses/Uses                        | Prior (Actual)    | Current (Budgeted) | Proposed                |
|--------------------------------------|-------------------|--------------------|-------------------------|
| Direct Salaries with Fringe Benefits |                   |                    | USD\$ 30,000.00         |
| Homeless Prevention                  |                   |                    | USD\$ 195,000.00        |
| Car Expense Payments                 |                   |                    | USD\$ 45,000.00         |
| Adminsitration                       |                   |                    | USD\$ 30,000.00         |
| Rent                                 |                   |                    |                         |
| <b>Total</b>                         | <b>USD\$ 0.00</b> | <b>USD\$ 0.00</b>  | <b>USD\$ 300,000.00</b> |

**Current less Prior** **USD\$ 0.00**

Change from Prior (Actual) to Current (Budgeted)

**Proposed less Current** **USD\$ 300,000.00**

Change from Current (Budgeted) to Proposed

## Documents [top](#)

### Documents Requested \*

Agency Adopted Budget for current year

Program/Project Proposed Budget

[download template](#)

Current Organizational Chart

Authorized Signatory Page

[download template](#)

Collaborator Commitment Letter(s)

Award Letter(s)

### Required? Attached Documents \*

☒

[Agency Budget](#)

☒

[Program Budget](#)

☒

[Org Chart](#)

☒

[Authorized Signatory](#)

Other documents

Duplication of Benefits Chart  
[download template](#)



[Duplication of Benefits](#)

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 329998

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## EXHIBIT “A-1”

## SCOPE OF SERVICES

|                                                                                |                                                          |
|--------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Agency Name:</b>                                                            | AMI Housing                                              |
| <b>Program Title:</b>                                                          | COVID Homeless Prevention Assistance                     |
| <b>Amount of Request:</b>                                                      | \$300,000                                                |
| <b>Amount of Award:</b>                                                        | \$250,000                                                |
| <b>Number/type of annually unduplicated Persons/Households to Be Assisted:</b> | 200 individuals/families                                 |
| <b>Target date to complete:</b>                                                | 06/30/2022                                               |
| <b>Location:</b>                                                               | 11768 Atwood Drive, Suite 6 Auburn, CA 95603             |
| <b>Eligible Activity:</b>                                                      | §570.201 (e) Public services<br>05Q Subsistence Payments |
| <b>National Objective:</b>                                                     | §570.208 (a) (2) LMC Low/mod limited clientele benefit   |

**Description of Eligible Activities funded by Grant:** COVID has had an incredible impact on the low income and moderate-income residents of Roseville. This has led to many folks who were already precariously housed being placed at an incredibly high risk of becoming homeless and many are not aware of the guidelines in place to prevent evictions for an inability to pay rent prior to January 31st, 2020. AMI Housing is uniquely situated to provide housing assistance to the community during this incredibly difficult time. They have spent years developing a team of housing counselors who provide rapid rehousing and homeless prevention support to our community as well as intensive landlord engagement. AMI Housing has a variety of funding sources for community housing supports, but they are not enough funds for the increase in the anticipated number of residents who will need these supports in the upcoming year.

Through this grant funding, AMI Housing will provide funds for homeless prevention through payment of rental, utility or mortgage payments. At this time, AMI Housing is getting an increasing number of requests for homeless prevention, but some of that is because people are not aware of the current eviction moratorium. Landlords are also not aware and need to be educated on the proper process for serving evictions for residents who cannot pay rent.

When people with COVID related reasons (such as job loss, infection, child care) are unable to pay their rent, AMI Housing will be able to step in to make sure they remain housed, otherwise there will be an incredible rise in homelessness and evictions.

AMI Housing anticipates serving an estimated two hundred individuals or families over the next year (prior to June 30, 2022) specifically due to COVID. It will take time for the economy to recover after this pandemic, for people to get their kids back in school full time, for jobs to be available again as businesses fully reopen, and for the lowest income earners to have the ability to pay their rent as they once did. The outcomes AMI Housing hopes to achieve is that there is not a surge in homelessness, that people remain housed, and that people are able to get back on their feet after this incredibly difficult year.

**Activity eligibility information:** *Subsistence Payments: 24 CFR 570.207(b)(4) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2):* One-time or short-term...emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service, and rent/mortgage payments to prevent eviction.

**Reporting:** AMI Housing will complete and submit quarterly reports using ZoomGrants. Reports are due by the end of the month following the completion of the quarter.



AMI Housing will report on the number of individuals served with the basic subsistence payments. If serving families, reporting will include the number of members per family.

**Documentation of Eligibility:** This activity is eligible for CDBG funding as a public service that serves low income persons. The Subrecipient must collect documentation that shows all persons served are low-income. The Subrecipient must also collect information on the race, ethnicity, and age of those served. Current income limits are published at <https://www.hudexchange.info/incomecalculator/> (click on CDBG Income Limits) and are attached.

For the provision at 570.208(a)(2)(i)(C), since the activity will be limited to low and moderate income persons, information on family size and income will have to be collected to ensure that all of the beneficiaries are low and moderate income.

**Use of Funds:** CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT “A-2.” All costs must be directly related to the provision of services. Reimbursement requests must be supported with appropriate documentation. For example, labor costs must be supported with timesheets.

**Timely Performance and Expenditure:** Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT “A-2.” Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

**Duplication of Benefits:** Subrecipient shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD’s requirements for duplication of benefits, imposed by Federal Register notice on the City, which are: <https://www.federalregister.gov/documents/2020/08/20/2020-18242/notice-of-program-rules-waivers-and-alternative-requirements-under-the-cares-act-for-community>.

For rent and back rent payments, rent paid must not exceed 100 days per family.

In order to ensure duplication of benefits does not occur, Subrecipient will track addresses of individuals/families provided with rental, utility, or mortgage payments, along with the months payment was provided. The City will be administering additional funding for homeless prevention for Roseville residents; therefore, coordination with the City to ensure homeless prevention related payments for individuals/families are not duplicated will be required.

## EXHIBIT “A-2”

# City of Roseville

2021-22 CDBG-CV3

## Estimated Budget

Subrecipient:

AMI Housing, Inc

Program/project:

COVID Homeless Prevention Assistance

Request/Award:

\$ 250,000.00

| Line item description of cost | Total program | CDBG | Other funds |
|-------------------------------|---------------|------|-------------|
|-------------------------------|---------------|------|-------------|

|                               |            |            |  |
|-------------------------------|------------|------------|--|
| Roseville Homeless Prevention | 200,000.00 | 200,000.00 |  |
| Direct Salaries               | 25,000.00  | 25,000.00  |  |
| Administration                | 25,000.00  | 25,000.00  |  |
|                               |            |            |  |
|                               |            |            |  |

|              |               |               |      |
|--------------|---------------|---------------|------|
| <b>Total</b> | \$ 250,000.00 | \$ 250,000.00 | \$ - |
|--------------|---------------|---------------|------|

Balance of CDBG award (should = 0)

|                                             |     |     |        |
|---------------------------------------------|-----|-----|--------|
| <b>Percent expended</b>                     |     |     | 100.0% |
| <b>Beneficiaries planned/actual/percent</b> | 200 | 200 | 100.0% |

| Balance | Total | Q1 | Q2<br>50% | Q3<br>25% | Q4<br>25% |
|---------|-------|----|-----------|-----------|-----------|
|---------|-------|----|-----------|-----------|-----------|

|   |              |  |              |             |             |
|---|--------------|--|--------------|-------------|-------------|
| - | (200,000.00) |  | (100,000.00) | (50,000.00) | (50,000.00) |
| - | (25,000.00)  |  | (12,500.00)  | (6,250.00)  | (6,250.00)  |
| - | (25,000.00)  |  | (12,500.00)  | (6,250.00)  | (6,250.00)  |
| - | -            |  |              |             |             |
| - | -            |  |              |             |             |

|   |              |   |              |             |             |
|---|--------------|---|--------------|-------------|-------------|
| - | (250,000.00) | - | (125,000.00) | (62,500.00) | (62,500.00) |
|---|--------------|---|--------------|-------------|-------------|

- -

|   |     |  |     |    |    |
|---|-----|--|-----|----|----|
| 0 | 200 |  | 100 | 50 | 50 |
|---|-----|--|-----|----|----|

## EXHIBIT “B”



# FY 2020 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.hud.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

| FY 2020 Income Limit Area                                         | Median Family Income<br><a href="#">Explanation</a> | FY 2020 Income Limit Category                                          | Persons in Family |        |        |               |        |        |        |        |
|-------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------|-------------------|--------|--------|---------------|--------|--------|--------|--------|
|                                                                   |                                                     |                                                                        | 1                 | 2      | 3      | 4             | 5      | 6      | 7      | 8      |
| <b>Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area</b> | \$86,300                                            | Very Low (50%)<br>Income Limits (\$)<br><a href="#">Explanation</a>    | 30,250            | 34,550 | 38,850 | <b>43,150</b> | 46,650 | 50,100 | 53,550 | 57,000 |
|                                                                   |                                                     | Extremely Low<br>Income Limits<br>(\$)*<br><a href="#">Explanation</a> | 18,150            | 20,750 | 23,350 | <b>26,200</b> | 30,680 | 35,160 | 39,640 | 44,120 |
|                                                                   |                                                     | Low (80%)<br>Income Limits (\$)<br><a href="#">Explanation</a>         | 48,350            | 55,250 | 62,150 | <b>69,050</b> | 74,600 | 80,100 | 85,650 | 91,150 |

**NOTE:** Placer County is part of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**, so all information presented here applies to all of the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area**.

The **Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area** contains the following areas: El Dorado County, CA; Placer County, CA; and Sacramento County, CA.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2020 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2020 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2019 Median Family Income and Income Limits for Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area](#)

Select a different county or county equivalent in California:

Mono County

Monterey County

Napa County

Nevada County

Orange County

Placer County

Select county or county equivalent

Select any FY2020 HUD Metropolitan FMR Area's Income Limits:

Sacramento--Roseville--Arden-Arcade, CA HUD Metro FMR Area

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

[Update URL For bookmarking or E-Mailing](#)

Prepared by the [Program Parameters and Research Division](#), HUD.



## COUNCIL COMMUNICATION

CC #: 1388

File #: 0900-04-02 & 1002-06

**Title:** Interstate 80 Auxiliary Lanes Project - Right of Way Contract and Temporary Construction Easement Deed

**Contact:** Mark Johnson 916-774-5481 mjohnson@roseville.ca.us

Meeting Date: 4/7/2021

Item #: 7.13.

### RECOMMENDATION TO COUNCIL

Adopt a resolution authorizing the City Manager to execute a Right of Way Contract – State Highway and a Temporary Construction Easement Deed in order to donate temporary construction easements over City-owned property to the South Placer Regional Transportation Authority and finding that such donation serves a public purpose and is in the best interest of the City.

### BACKGROUND

The South Placer Regional Transportation Authority (SPRTA), in cooperation with the California Department of Transportation (Caltrans), Placer County, City of Rocklin, and City of Roseville proposes to reduce congestion and increase safety by constructing capacity enhancements and interchange improvements on Interstate 80 (I-80) in Roseville and Rocklin at two locations: eastbound from State Route 65 (SR 65) through the Rocklin Road Interchange, and westbound from Douglas Boulevard through the Riverside Avenue Interchange. The eastbound improvements include an auxiliary lane on I-80 from SR 65 to Rocklin Road and widening the eastbound I-80 off ramp at Rocklin Road from one-lane to two-lanes. The westbound direction includes extending the existing 5th lane from Douglas Boulevard to Riverside Avenue and improvements to the on and off ramps at Douglas Boulevard and Riverside Avenue. The total Project cost is approximately \$30 million. Construction is anticipated to commence in spring 2022 and be completed by spring of 2023.

In order to complete portions of the work, Temporary Construction Easements (TCE's) are required on two parcels owned by the City of Roseville in order to access and widen the I-80 bridge structure over Cirby Creek and to perform grading and drainage improvements including construction of a new overland release structure on unimproved City Park property from the terminus of JoAnne Lane to Cirby Creek. Currently, stormwater runoff sheet-flows over native soil and vegetation at this location.

If approved, the TCE's will become effective on May 3, 2021 and will expire on May 3, 2024.

There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or a permanent basis.

Because the park is a publicly owned facility, the proposed temporary construction easements qualify as a temporary occupancy and therefore the Project applicant, SPRTA, is required to obtain a formal valuation of the affected property and submit a fair market value offer of compensation to the City. An appraisal was prepared by Pattison & Associates, Inc. in June of 2020 and the property was estimated to have a fair market value of \$17,300. A formal Acquisition Offer for this amount was submitted to the City by SPRTA in November of 2020.

The City of Roseville is a member agency of SPRTA and Roseville residents will share the benefits of the regional enhancements and the drainage improvements that will be constructed over City property as part of the Project. Staff is therefore recommending that monetary compensation offered by SPRTA be waived and instead provided as donation to the Project along with approval of the TCE's.

A city may not make a gift of public funds. However, this prohibition against gifts of public funds does not preclude expenditures and disbursements for public purposes. Donating the temporary construction easements to SPRTA for the I-80 Auxiliary Lanes Project serves a public purpose and is in the best interest of the City because it supports Roseville's goal of investing in well-planned infrastructure and growth by improving traffic circulation, capacity, and operations. Roseville residents will also share in the public safety benefits of the improved interchange facilities and the overland release drainage improvements will reduce erosion on City Park property and help protect local creeks and streams during peak storm events.

### FISCAL IMPACT

There is no direct fiscal impact to the City of Roseville. Although the City could potentially collect \$17,300 compensation for impacts associated with the TCE's, the City and its residents will benefit from the Project through enhanced traffic circulation and traffic safety improvements and through Project-funded construction of an overland release structure to convey stormwater runoff across currently unimproved City Park property.

### ENVIRONMENTAL REVIEW

The proposed Project involves minor temporary use of land having negligible or no permanent effects on the environment. 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,

Mark Johnson, Senior Engineer

Mike Isom, Development Services Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-138

ROW Contract

TCE Deed



RESOLUTION NO. 21-138

APPROVING A RIGHT OF WAY CONTRACT, BY AND BETWEEN THE CITY OF ROSEVILLE AND SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY AND APPROVING A TEMPORARY CONSTRUCTION EASEMENT DEED FOR THE INTERSTATE 80 AUXILIARY LANE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE AND FINDING THAT SUCH DONATION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTEREST OF THE CITY

WHEREAS, the South Placer Regional Transportation Authority (SPRTA) in cooperation with the California Department of Transportation, Placer County, City of Rocklin, and City of Roseville proposes to reduce congestion and increase safety by constructing capacity enhancements and interchange improvements on Interstate 80 in Roseville and Rocklin at two locations; and

WHEREAS, in order to complete portions of the work, Temporary Construction Easements are required on two parcels owned by the City of Roseville; and

WHEREAS, donating the temporary construction easements to SPRTA for the Interstate 80 Auxiliary Lanes project serves a public purpose and is in the best interest of the City because it supports Roseville's goal of investing in well-planned infrastructure and growth by improving traffic circulation, capacity, and operations; and

WHEREAS, a Right of Way Contract – State Highway for the Interstate 80 Auxiliary Lane project, between the City of Roseville and South Placer Regional Transportation Authority, as well as the Temporary Construction Easement Deed, have been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the donation of the temporary construction easements to SPRTA for the Interstate 80 Auxiliary Lane project serves a public purpose and is in the best interest of the City.

BE IT FURTHER RESOLVED that the temporary construction easements required for the Interstate 80 Auxiliary Lanes project are hereby approved and the City Manager is authorized to execute the Temporary Construction Easement Deed, and all related documents on behalf of the City.

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

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

|                                                           |           |           |                     |          |
|-----------------------------------------------------------|-----------|-----------|---------------------|----------|
| DIST<br>3                                                 | CO<br>PLA | RTE<br>80 | POST                | EXP AUTH |
| Caltrans Parcel<br>37820-1 and 37820-2                    |           |           | DATE<br>_____, 2021 |          |
| GRANTOR<br>THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION |           |           |                     |          |

This Right of Way Contract (“Contract” or “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION (“Grantor”), and South Placer Regional Transportation Authority, a public entity (“Grantee”).

The Grantors are the owners of that certain real property situated in the County of Placer, State of California and also known as Assessor Parcel Number 472-240-009 and 472-240-010 and Caltrans Numbers 37820-1 & 37820-2 (the “Property”); and

The Grantee desires to acquire a temporary construction easement (TCE), upon, over, under and across that portion of the Property which is more particularly described in Exhibit “A” and “A-1” and depicted in Exhibit “B” and “B-1” attached hereto and made a part hereof (“TCE”); and

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement
- (B) Grantee requires said Property described in Exhibit “A” and “A-1” and depicted in Exhibit “B” and “B-1” for the purpose of construction of roadway improvements, for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the Property.

Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.

2. It is agreed that the Property described in Exhibit “A” an “A-1” and depicted in Exhibit “B” and B-1” are being donated to the Grantee by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the Property donated and hereby waives such right to compensation. Property vests in the Grantee free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - a. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

- 
3. Permission is hereby granted to Grantee or its authorized agent to enter upon Grantor's land where necessary within the certain area as described in Exhibit "A" and "A-1" and depicted in Exhibit "B" and "B-1" attached hereto and made a part hereof, for the purpose of construction of roadway improvements, for State highway purposes, and for **construction to regrade the existing drainage swale from the end of Jo Anne Lane across the City owned parcel to the west and to Cirby Creek, and to add Rock Slope protection in the steep area near the creek and at the outfall pipe from I-80 near the end of Jo Anne Lane, consistent with City Standards and as shown in the project plans Titled "Construction on State Highway in Placer County in and near Roseville and Rocklin from 0.1 Mile west of Riverside Avenue Overcrossing to Rocklin Road Undercrossing Contract Number 03-3F230" (Contract 03-3F230).**
  4. This Temporary Construction Easement shall begin on May 3, 2021 and terminates on May 3, 2024 or completion of the project, whichever occurs first.
  5. The undersigned Grantor(s) warrant(s) that they are owner(s) in fee simple of the Property affected by this Temporary Construction Easement as described in **CLAUSE 3** above and that they have the exclusive right to grant this Temporary Construction Easement.
  6. Permission is hereby granted to Grantee or its authorized agent to enter on the Property, where necessary, as shown on the attached map(s) and as described in **CLAUSE 3** of this Contract. Grantor understands and agrees that after completion of the work described in **CLAUSE 3**, said Grantor Facilities will be considered Grantor's sole Property and Grantor will be responsible for their future maintenance and repair.
  7. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Contract, the right of possession and use of the subject Property by the Grantee, including the right to remove and dispose of improvements, shall commence upon full execution of this Agreement by Grantor and Grantee.
  8. Except as otherwise stated within this Agreement or approved Plan Set for **Contract 03-3F230**, the Grantor agrees that no improvements, other than those already on the Property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.
  9. In consideration of the Grantee's waiving the defects and imperfections in the record title, as set forth in Clause 2, the undersigned Grantor covenants and agrees to indemnify and hold the Grantee harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the Grantee shall not exceed the amount paid to the Grantor under this Contract.
  10. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the Grantee, shall be left in as good condition as found.

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**RW 8-3 (Rev. 6/1995)

---

11. Grantor warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.
12. It is agreed that this transaction shall be handled through internal escrow at South Placer Regional Transportation Authority 299 Nevada Street, Auburn, CA 95603.
13. With respect to this Contract, any or all of the rights or obligations of the Grantee may be transferred, either in whole or in part, to the State of California, Department of Transportation and/or to any private, public or governmental association, agency or entity, whether now existing or hereafter created, upon written notification to Grantor's Development Services Department.

[Signatures Next Page]

**RIGHT OF WAY CONTRACT – STATE HIGHWAY**

RW 8-3 (Rev. 6/1995)

**IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.**

GRANTOR:

GRANTEE:

THE CITY OF ROSEVILLE, A MUNICIPAL  
CORPORATIONSOUTH PLACER REGIONAL  
TRANSPORTATION AUTHORITY

BY: \_\_\_\_\_

Dominick Casey  
City Manager

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

**ATTEST:**

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Sonia Orozco  
City Clerk**AGENCY COUNSEL**

Approved as to Legal Form:

**APPROVED AS TO FORM:**\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Robert R. Schmitt  
City Attorney

Attest

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: Clerk of the Board of Directors

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_

Jamie Formico  
Right of Way Manager  
Dokken Engineering**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.**

## EXHIBIT "A"

All that portion of the Southeast Quarter of Section 11, Township 10 North, Range 6 East, Mount Diablo Meridian, City of Roseville, County of Placer, State of California, as described in the GRANT DEED to the CITY OF ROSEVILLE, A MUNICIPAL CORPORATION, recorded on February 8, 1968, in Book 1186, Official Records, Page 405, Official Records of Placer County, being a portion of LOT 8, as shown on the PLAT OF WILD ROSE TRACT UNIT 1, recorded on October 23, 1961, in Book G of Maps, Page 37, Official Records of said county, more particularly described as follows:

BEGINNING at a found 6" by 6" concrete highway monument on the northwesterly right of way line of Interstate 80, accepted as marking the northeasterly terminus of the course shown as "N. 49° 34' 59" E. 152.07 feet" on that certain Grant Deed recorded on October 25, 1950, in Volume 577, Page 446, Official Records of said county,

THENCE FROM SAID POINT OF BEGINNING, along said northwesterly line, North 40° 06' 58" East, 101.76 feet to the easterly corner of said LOT 8;

Thence, along the northeasterly line of said LOT 8, North 49° 53' 02" West, 33.38 feet;

Thence, leaving said line, South 40° 06' 58" West, 97.06 feet;

Thence South 45° 22' 39" West, 84.43 feet;

Thence South 62° 02' 00" West, 34.31 feet to the westerly line of said Lot 8;

Thence, along said line, South 03° 23' 36" W, 48.39 feet to said northwesterly right of way line of Interstate 80;

Thence, along said right of way line, North 49° 34' 37" East, 152.06 feet to the POINT OF BEGINNING.

Bearing and distances used herein are grid based upon the California State Plane Coordinate System, Zone 2 NAD 83 (2004.69). To obtain ground distances divide distances shown by the combined grid factor of 0.999918.

This real property description has been prepared  
By me, under my direction, in conformance  
with the Professional Land Surveyors Act.

Signature: 

Date: July 8, 2020



## EXHIBIT "A-1"

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THENCE FROM SAID POINT OF COMMENCEMENT, along said right of way, South 49° 34' 37" West, 152.06 feet to the northerly corner of the parcel of land described in the Granted Deed recorded on March 12, 1970, in Volume 1286, Page 152, Official Records of said county, the POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, along the northwesterly line of said Grant Deed, South 48° 58' 04" West, 34.33 feet;

Thence, leaving said line, North 41° 00' 50" West, 44.96 feet;

Thence North 23° 56' 16" East, 57.38 feet;

Thence South 66° 03' 44" East, 38.27 feet to the easterly line of said GEORGE CIRBY PARK;

Thence, along said easterly line, South 03° 23' 36" West, 48.39 feet to the POINT OF BEGINNING.

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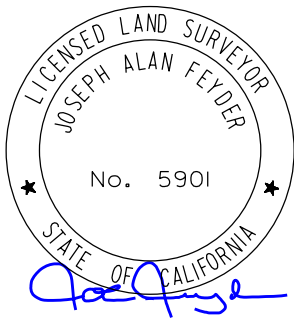
Signature: 

Date: July 8, 2020





# EXHIBIT B



G - MAPS - 37

George Kirby Park

JO ANNE LANE

TEMPORARY  
CONSTRUCTION  
EASEMENT  
7,540 S.F.

Lot 8

S62°02'00"W  
34.31'

S45°22'39"W 84.43'  
S40°06'58"W 97.06'  
N49°53'02"W 33.38'  
N40°06'58"E 101.76'  
P.O.B.  
FD 6" x 6" CONC MON  
Am 49+01.01, 89.25' L+

8' P.U.E. - G-Maps-37  
N49°34'37"E 152.06'  
(N49°34'59"E 152.07')

S03°23'36"W  
48.39'

INTERSTATE 80



APN: 472-240-009

R. E. Y. ENGINEERS, Inc.  
Civil Engineers / Land Surveyors  
905 SUTTER STREET, SUITE 905  
FOLSOM, CA 95630  
(916) 366-3040 Fax (916) 366-3303



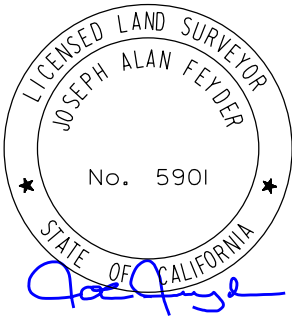
SOUTH PLACER REGIONAL  
TRANSPORTATION AUTHORITY

TEMPORARY CONSTRUCTION EASE.  
CITY OF ROSEVILLE

DATE: JULY 8, 2020

SCALE: 1"=50'

# EXHIBIT B-1



G - MAPS - 37

George Kirby Park

Lot 8

JO ANNE LANE

TEMPORARY  
CONSTRUCTION  
EASEMENT  
3,224 S.F.

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57.38'

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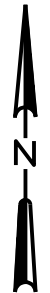
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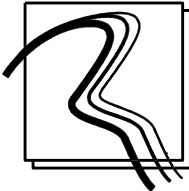
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SOUTH PLACER REGIONAL  
TRANSPORTATION AUTHORITY

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CITY OF ROSEVILLE

DATE: JULY 8, 2020

SCALE: 1"=50'

Recording requested by:  
South Placer Regional Transportation  
Authority

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

South Placer Regional Transportation Authority  
299 Nevada Street  
Auburn, CA 95603

No fee pursuant to Government Code § 6103  
No Documentary Transfer Tax per R&T Code § 11922  
No Recording Fee per Government Code § 27383

## **TEMPORARY CONSTRUCTION EASEMENT DEED**

(To the South Placer Regional Transportation Authority)

APN: 472-240-009 and 472-240-010

Caltrans No. 37820-1 & 37820-2

For a valuable consideration, receipt of which is hereby acknowledged,

THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION (hereinafter referred to  
as “Grantor”),

hereby grants to the

South Placer Regional Transportation Authority (“Grantee”), a public entity.

A temporary easement for the purposes of facilitating construction of adjacent public street improvements and related purposes, in, on, over, under, through, along, and across that certain parcel of land located in the County of Placer, State of California described in Exhibit “A” and “A-1” and depicted in Exhibit “B” and “B-1”, attached hereto and incorporated herein.

This Temporary Construction Easement shall commence after Grantee acceptance of this Temporary Construction Easement Deed, as evidenced by the Grantee’s execution of the Certificate of Acceptance and Consent to Recordation attached hereto, and when escrow closes. If the deed is to be recorded by the Grantee, commencement shall be the date in which the check is mailed from the Grantee to the Grantor. This Temporary Construction Easement shall automatically terminate upon completion of Grantee’s construction or three (3) years after the commencement, whichever occurs first. Notwithstanding the foregoing, in no event shall this Temporary Construction Easement extend after May 3, 2024. Upon termination, the Temporary Construction Easement area will be generally restored by Grantee to a comparable or better condition as that which existed prior to Grantee’s access and use.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR:

THE CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

BY: \_\_\_\_\_

Dominick Casey  
City Manager

## EXHIBIT "A"

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By me, under my direction, in conformance  
with the Professional Land Surveyors Act.

Signature: 

Date: July 8, 2020



## EXHIBIT "A-1"

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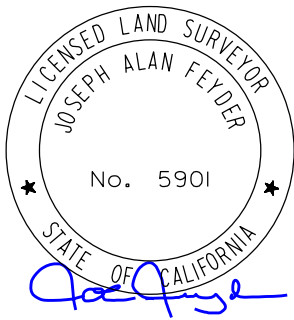
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Date: July 8, 2020



# EXHIBIT B



G - MAPS - 37

George Kirby Park

JO ANNE LANE

TEMPORARY  
CONSTRUCTION  
EASEMENT  
7,540 S.F.

Lot 8

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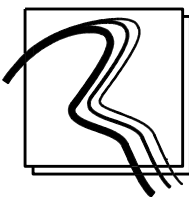
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INTERSTATE 80



APN: 472-240-009

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Civil Engineers / Land Surveyors  
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FOLSOM, CA 95630  
(916) 366-3040 Fax (916) 366-3303



SOUTH PLACER REGIONAL  
TRANSPORTATION AUTHORITY

TEMPORARY CONSTRUCTION EASE.  
CITY OF ROSEVILLE

DATE: JULY 8, 2020

SCALE: 1"=50'

# EXHIBIT B-1



G - MAPS - 37

George Kirby Park

Lot 8

JO ANNE LANE

TEMPORARY  
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3,224 S.F.

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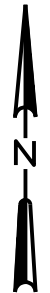
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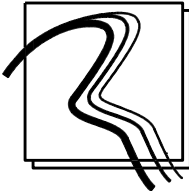
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SOUTH PLACER REGIONAL  
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TEMPORARY CONSTRUCTION EASE.  
CITY OF ROSEVILLE

DATE: JULY 8, 2020

SCALE: 1"=50'



## **ACKNOWLEDGMENT**

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

State of California

County of \_\_\_\_\_

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## COUNCIL COMMUNICATION

**CC #: 1370**  
**File #: 0800-06**

**Title:** Fiddymment Ranch Phase 3 Village F-8B - Street Name Removal  
**Contact:** Scott Miller 916-774-5491 smiller@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.14.**

### RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution approving the removal of thirteen street names assigned to alleys on the Fiddymment Ranch Phase 3 Village F-8B final map, located in the West Roseville Specific Plan, and authorize the City Engineer to execute the Certificate of Correction on behalf of the City of Roseville.

### BACKGROUND

City Council approved the Fiddymment Ranch Phase 3 Village F-8B final map on November 4, 2020, which included thirteen street names assigned to dead-end alleys thought to be necessary to assign situs addresses to the 127 residential lots within the subdivision. However, at staff's recommendation, all of the lots within the subdivision have been addressed off of two existing public streets, Cumberland Drive and Pruett Drive. Because no lots are addressed off the alleys, the thirteen street names are no longer required and should be removed from the map to eliminate any potential confusion and to be consistent with the build out of the subdivision. As a result, staff is requesting approval to remove the following street names from all sheets on the map for the subject subdivision: Bicknell Place, Hanksville Place, Lockerby Place, Missoula Place, Bozeman Place, Capitol Reef Place, Blackfoot Place, Belgrade Place, Moderna Place, Escalante Place, Bonneville Place, Lyman Place, and Elmo Place.

### FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

### 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 changes in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The adoption of a resolution to remove unused street names meets the above criteria and is not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Scott Miller, GIS Analyst

Mike Isom, Development Services Director



---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-122

Certificate of Correction submitted on behalf of property owner at the request of staff.

Fiddymont Ranch Phase 3 Village F-8B Final Map

RESOLUTION NO. 21-122

APPROVING THE REMOVAL OF STREET NAMES BICKNELL PLACE, HANKSVILLE PLACE, LOCKERBY PLACE, MISSOULA PLACE, BOZEMAN PLACE, CAPITOL REEF PLACE, BLACKFOOT PLACE, BELGRADE PLACE, MODERNA PLACE, ESCALANTE PLACE, BONNEVILLE PLACE, LYMAN PLACE, AND ELMO PLACE FROM THE FIDDYMENT RANCH PHASE 3 VILLAGE F-8B FINAL MAP, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE CERTIFICATE OF CORRECTION ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, City Council approved the Fiddymment Ranch Phase 3 Village F-8B final map on November 4, 2020, which included thirteen street names assigned to dead-end alleys thought to be necessary to assign situs addresses to the 127 residential lots within the subdivision; and

WHEREAS, because no lots are addressed off the alleys, the thirteen street names are no longer required and should be removed from the map to eliminate any potential confusion and to be consistent with the build out of the subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the removal of Bicknell Place, Hanksville Place, Lockerby Place, Missoula Place, Bozeman Place, Capitol Reef Place, Blackfoot Place, Belgrade Place, Moderna Place, Escalante Place, Bonneville Place, Lyman Place, and Elmo Place from the Fiddymment Ranch Phase 3 Village F-8B final map, is hereby approved and that the City Engineer is authorized to execute the Certificate of Correction on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**RECORDING REQUESTED BY:**

Dennis L. Barber, PLS  
Wood Rodgers, Inc.  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816

**WHEN RECORDED MAIL TO:**

Same as above

**CERTIFICATE OF CORRECTION**

**NOTICE IS HEREBY** given that the Final Map entitled "FIDDYMENT RANCH - PHASE 3 VILLAGE F-8B", filed for record on December 18, 2020 in Book FF of Maps, at Page 30, Placer County Records, is hereby corrected in accordance with Section 8770.5 of the Professional Land Surveyor's Act and Sections 66469 and 66470 of the Subdivision Map Act as follows:

The following street names should be removed from all sheets of the map: *BICKNELL PLACE, HANKSVILLE PLACE, LOCKERBY PLACE, MISSOULA PLACE, BOZEMAN PLACE, CAPITOL REEF PLACE, BLACKFOOT PLACE, BELGRADE PLACE, MODERNA PLACE, ESCALANTE PLACE, BONNEVILLE PLACE, LYMAN PLACE & ELMO PLACE*

The name of the present fee owner of real property affected by such correction is:

- JEN CALIFORNIA 15, LLC, a California Limited Liability Company
- D.R. Horton CA2, Inc, a California Corporation

**CERTIFICATE OF SURVEYOR**

THIS IS TO CERTIFY that the above Certificate of Correction was prepared by or under the control of the undersigned Licensed Land Surveyor.



Dennis L. Barber, PLS 8067  
Expiration Date: 12/31/21

3/5/21  
Date



**CERTIFICATE OF CITY ENGINEER OF THE CITY OF ROSEVILLE**

THIS IS TO CERTIFY that the above Certificate of Correction has been examined this \_\_\_\_ day of \_\_\_\_\_, 2021, for conformance with the requirements of Section 8770.5 of the Land Surveyor's Act and Sections 66469 and 66470 of the Subdivision Map Act.

Timothy G. Blair, PLS 8278, Expires 12/31/21  
For Marc Stout, City Engineer, City of Roseville

\_\_\_\_\_  
Date



## OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-8B" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENT FOR PUBLIC PURPOSES:

A. PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, TRAFFIC CONTROL APPURTENANCES, WATER, SEWER, DRAINAGE AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT C, INCLUSIVE STREETS SHOWN HEREON AS CRAWFORD PARKWAY, CUMBERLAND DRIVE AND PRUETT DRIVE AND THOSE STRIPS OF LAND TEN (10) FEET AND TWELVE AND ONE-HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE STREETS SHOWN HEREON AND DESIGNATED "10' PUE" AND "12.5' PUE" AND THOSE STRIPS OF LAND DESIGNATED AS THIRTY-TWO (32) FEET IN WIDTH AND CENTERED ALONG THE LOT LINES SHOWN HERE AND DESIGNATED "32 PUE".

B. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SANITARY SEWER PIPES ON, OVER, UNDER AND ACROSS LOT C.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

A. LOT 'C', SHOWN HEREON, TO CITY OF ROSEVILLE FOR OPEN SPACE PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PRIVATE PURPOSES:

A. PRIVATE RECIPROCAL INGRESS AND EGRESS EASEMENTS ON, OVER, AND ACROSS THOSE STRIPS OF LAND TWENTY-TWO (22) FEET IN WIDTH, FOR THE RECIPROCAL BENEFIT OF THE ADJACENT LOTS SHOWN HEREON, SAID EASEMENT IS SHOWN HEREON AND DESIGNATED "22' 1/2".

B. PRIVATE PEDESTRIAN EASEMENTS ON, OVER, AND ACROSS THOSE STRIPS OF LAND FOUR (4) FEET IN WIDTH, FOR THE RECIPROCAL BENEFIT OF THE ADJACENT LOTS SHOWN HEREON, SAID EASEMENT IS SHOWN HEREON AND DESIGNATED AS "4' PPE".

C. DRAINAGE EASEMENT ON, OVER, AND ACROSS THOSE STRIPS OF LAND FOUR (4) FEET IN WIDTH, FOR THE BENEFIT OF THE ADJACENT LOTS SHOWN HEREON, SAID EASEMENT IS SHOWN HEREON AND DESIGNATED AS "4 DE".

JEN CALIFORNIA 15, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: CM  
A: CLIFTON TAYLOR  
B: VICE PRESIDENT

FINAL MAP OF  
FIDDYMENT RANCH - PHASE 3  
VILLAGE F-8B

SUBDIVISION NO. PL 14-0625

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8B)

BEING ALL OF LOT 7 OF THAT CERTAIN FINAL MAP ENTITLED

"FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION",

SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.

LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E.

MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



**WOOD RODGERS**

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760

SACRAMENTO, CA 95816 FAX 916.341.7767

OCTOBER 2020

Sheet 1 of 5

1027.152

## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-8B AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout  
MARC STOUT  
CITY ENGINEER, CITY OF ROSEVILLE  
R.C.E. #69879 EXPIRATION DATE 09/30/2022

DATE 10/13/20

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-8B IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair  
TIMOTHY G. BLAIR, P.L.S. 8278

DATE 10/15/20



## NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF Placer ) SS

ON 4th DAY OF October, 2020 BEFORE ME, Aisha K. Fiorentino,  
FIORENTINO, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,  
PERSONALLY APPEARED Clifton Taylor

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/HEY 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: Aisha K. Fiorentino  
and official seal  
PRINTED NAME: Aisha K. Fiorentino

MY PRINCIPLE PLACE OF BUSINESS IS IN THE  
COUNTY OF: Placer

MY COMMISSION EXPIRES: March 7, 2023

MY COMMISSION No.: 2279873

## CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-8B AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOT C AND THE RIGHTS-OF-WAY AND THE SANITARY SEWER EASEMENT OFFERED HEREON FOR DEDICATION. THE CITY COUNCIL HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFERS OF DEDICATIONS FOR RIGHTS-OF-WAY AND PUBLIC UTILITY EASEMENTS, AND SANITARY SEWER EASEMENT IN NOTE 7 ON SHEET 2.

DATE 11/5/2020

Roma Orzope  
CITY CLERK, CITY OF ROSEVILLE

BY: \_\_\_\_\_  
ASSISTANT CITY CLERK

## RECORDER'S STATEMENT

FILED THIS 18th DAY OF December, 2020, AT 3:02 P.M. IN BOOK FF  
OF MAPS, AT PAGE 30, AT THE REQUEST OF WOOD RODGERS, INC

FEE: \$ 95.00

DOCUMENT NO.: 2020-0149517

BY: Ryan Ronco  
RYAN RONCO  
COUNTY RECORDER  
COUNTY OF PLACER

BY: jh  
DEPUTY RECORDER

## SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 3 - VILLAGE F-8B WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEN CALIFORNIA 15 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN APRIL 2020. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY OCTOBER 31, 2022 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.



Dennis L. Barber  
DENNIS L. BARBER  
P.L.S. 8067

DATE 10/1/20



## OVERALL BOUNDARY SHEET

LOT 9  
EE MAPS 74

LOT 8  
EE MAPS 74

N89°46'58"E 528.00'(1)

CRAWFORD PARKWAY

LOT 6  
EE MAPS 74

N00°13'02"W 921.42'(1)

CUMBERLAND DRIVE

**LOT A**

PRUETT DRIVE

BASIS OF BEARINGS -----

## BELFAST WAY

15  
16  
17  
FIDDYMENT RANCH  
VILLAGE F-8D  
EE MARC

FIDDYMENT RAN  
VILLAGE F-8D  
EE MAD

20  
19

18

\_\_\_\_\_

—

10

|      |
|------|
| Ref. |
|------|

(1)

---

---

## BASIS OF BEARINGS STATEMENT

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE LINE OF LOT 7, SAID BEARING IS TAKEN AS NORTH 00°13'02" WEST PER THE FINAL MAP OF "FIDDYMENT RANCH PHASE 3 - LARGE LOT SUBDIVISION" RECORDED NOVEMBER 8, 2019 IN BOOK EE OF MAPS, AT PAGE 74.

REFERENCES:

(1) EE MAPS 74      FINAL MAP OF FIDDYMENT RANCH PHASE 3  
LARGE LOT SUBDIVISION

### LEGEND

○ DIMENSION POINT  
 ● FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED  
 "LS 8067" PER EE MAPS 74  
 ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED  
 "LS 8067" PER DD MAPS 9  
 ⊗ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED  
 "LS 8067" PER DD MAPS 88  
 ⊛ FOUND BRASS DISK STAMPED "LS 8067" IN  
 MONUMENT WELL PER EE MAPS 1  
 ⊙ FOUND BRASS DISK STAMPED "LS 8067" IN  
 MONUMENT WELL PER DD MAPS 100  
 ⊙ SET 5/8" REBAR WITH CAP STAMPED "LS 8067"  
 ⊙ SET BRASS DISK WITH PUNCH STAMPED "LS 8067"  
 IN STANDARD CITY OF ROSEVILLE MONUMENT WELL  
 ● SET 2" BRASS DISK STAMPED "LS 8067"  
 (OA) OVERALL DIMENSION  
 DE DRAINAGE EASEMENT  
 I/E PRIVATE RECIPROCAL INGRESS/EGRESS EASEMENT  
 PPE PRIVATE PEDESTRIAN EASEMENT  
 PUE PUBLIC UTILITY EASEMENT  
 O.R.P.C. OFFICIAL RECORDS OF PLACER COUNTY  
 RW RIGHT-OF-WAY  
 IOD IRREVOCABLE OFFER OF DEDICATION  
 (R) RADIAL BEARING  
 (X) SHEET INDEX  
 NUMBER

## NOTES

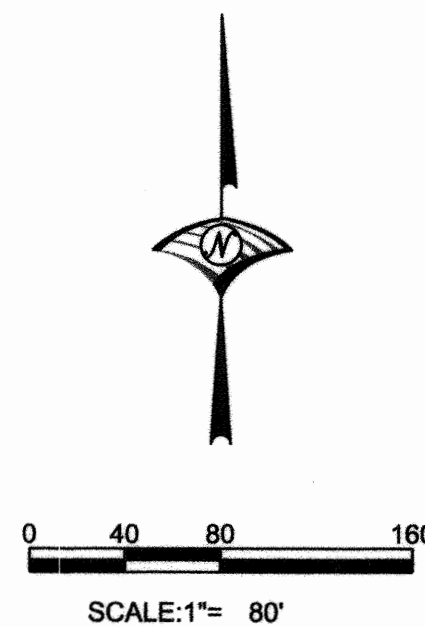
1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD DISTANCE.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FIDDYMENT RANCH PHASE 3 - VILLAGE 8B" SUBDIVISION IS 11.259± ACRES, CONSISTING OF 127 RESIDENTIAL LOTS, 2 PRIVATE LANDSCAPE LOTS AND 1 OPEN SPACE LOT.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. LOTS A AND B SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR LANDSCAPE PURPOSES.
7. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFERS OF DEDICATION/RIGHTS OF WAY(OD/RW), IRREVOCABLE OFFERS OF DEDICATION/PUBLIC UTILITY EASEMENT (IOD/PUE) AND SANITARY SEWER EASEMENT (SSE) ARE HEREBY ABANDONED AND ARE NOT SHOWN HEREON:
  - 7.1. THOSE PORTIONS OF THE IOD/RW DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 - LARGE LOT SUBDIVISION", FILED IN BOOK EE OF MAPS, AT PAGE 74, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
  - 7.2. THOSE PORTIONS OF THE IOD/PUE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 3 - LARGE LOT SUBDIVISION", FILED IN BOOK EE OF MAPS, AT PAGE 74, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.
  - 7.3. THOSE PORTIONS OF THE SSE DEPICTED ON THE MAP ENTITLED "FIDDYMENT RANCH PHASE 2A - LARGE LOT SUBDIVISION", FILED IN BOOK DD OF MAPS, AT PAGE 88, O.R.P.C., WHICH LIE WITHIN THE BOUNDARY OF THIS MAP.

# FINAL MAP OF FIDDYMENT RANCH - PHASE 3 VILLAGE F-8B

SUBDIVISION NO. PL 14-0625

(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8B)  
 BEING ALL OF LOT 7 OF THAT CERTAIN FINAL MAP ENTITLED  
 "FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION",  
 SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.  
 LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E.

MOUNT DIABLO MERIDIAN  
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



0 40 80 160  
SCALE: 1" = 80'

| CURVE TABLE - THIS SHEET ONLY |         |           |         |               |            |      |
|-------------------------------|---------|-----------|---------|---------------|------------|------|
| No.                           | Radius  | Delta     | Length  | Chord Bearing | Chord Dist | Ref. |
| C1                            | 500.00' | 14°58'00" | 130.61' | N71°5'58"E    | 130.24'    | (1)  |

  
**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

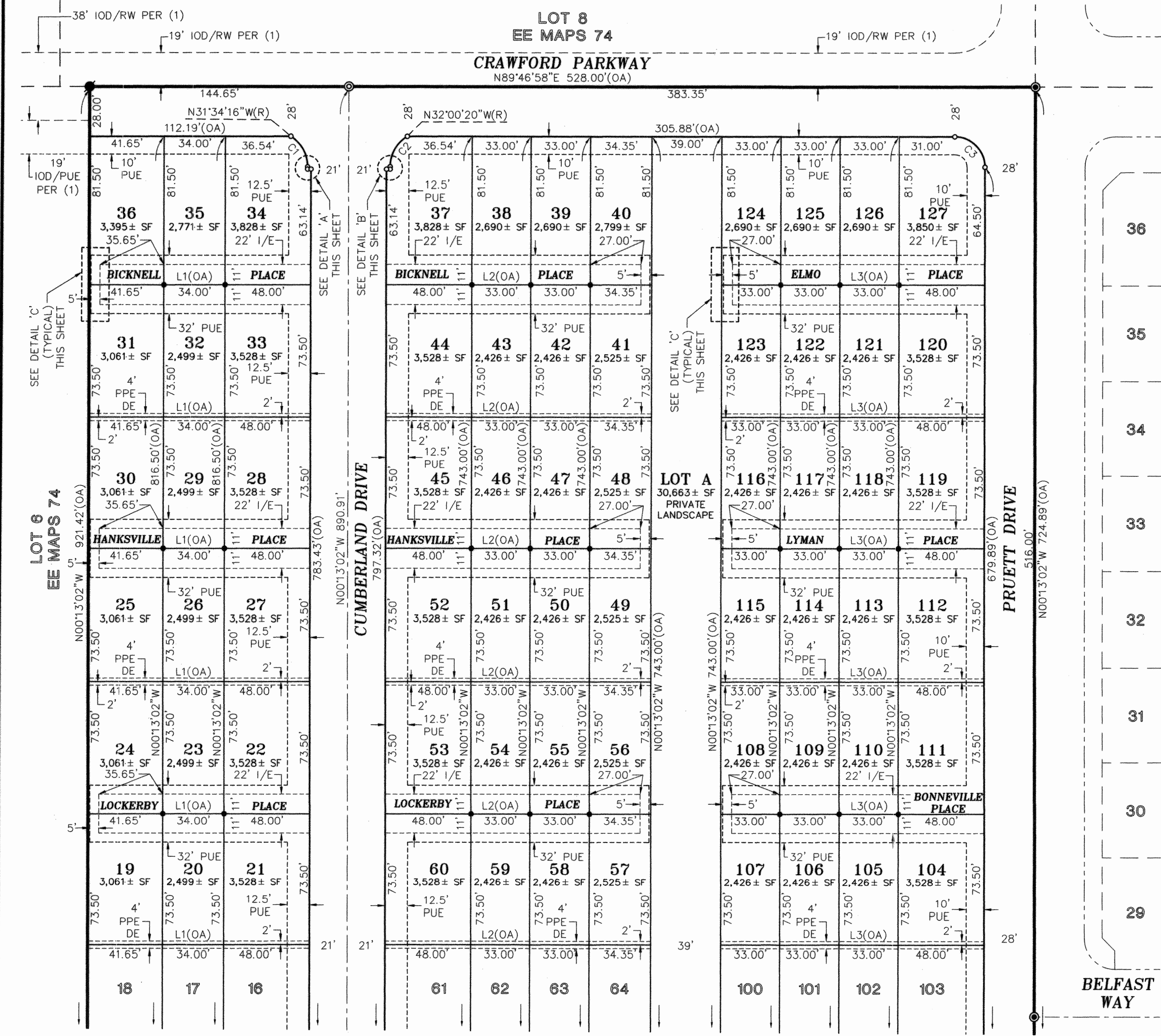
3301 C ST, BLDG. 100-B TEL 916.341.7760  
SACRAMENTO, CA 95816 FAX 916.341.7767

OCTOBER 2020

Sheet 2 of 5

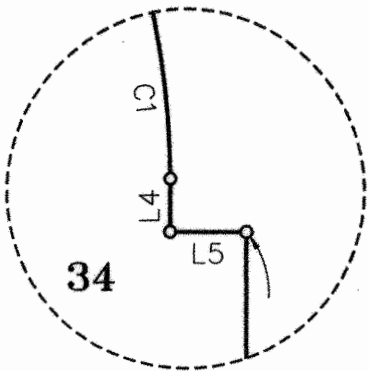
1027.152



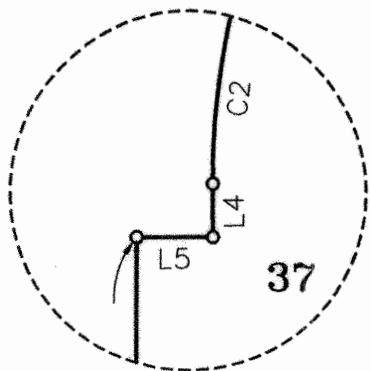


| CURVE TABLE - THIS SHEET ONLY |        |           |        |               |            |
|-------------------------------|--------|-----------|--------|---------------|------------|
| No.                           | Radius | Delta     | Length | Chord Bearing | Chord Dist |
| C1                            | 20.00' | 58°12'42" | 20.32' | N29°19'23"W   | 19.46'     |
| C2                            | 20.00' | 58°12'42" | 20.32' | N28°53'19"E   | 19.46'     |
| C3                            | 17.00' | 90°00'00" | 26.70' | N45°13'02"W   | 24.04'     |

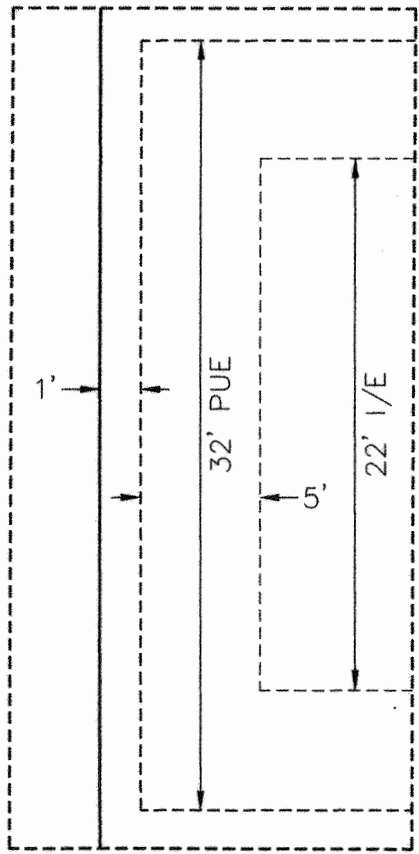
| LINE TABLE - THIS SHEET ONLY |             |         |
|------------------------------|-------------|---------|
| No.                          | Bearing     | Length  |
| L1                           | N89°46'58"E | 123.65' |
| L2                           | N89°46'58"E | 148.35' |
| L3                           | N89°46'58"E | 147.00' |
| L4                           | N0°13'02"W  | 1.36'   |
| L5                           | N89°46'58"E | 2.00'   |



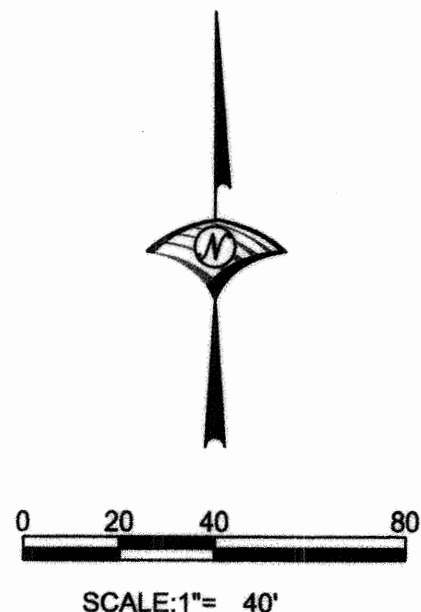
DETAIL 'A'  
1"=5'



DETAIL 'B'  
1"=5'



DETAIL 'C'  
(TYPICAL)  
NTS



FINAL MAP OF  
**FIDDYMENT RANCH - PHASE 3**  
**VILLAGE F-8B**  
SUBDIVISION NO. PL 14-0625  
(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8B)  
BEING ALL OF LOT 7 OF THAT CERTAIN FINAL MAP ENTITLED  
"FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION",  
SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.  
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E.  
MOUNT DIABLO MERIDIAN  
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



**WOOD RODGERS**  
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OCTOBER 2020

Sheet 3 of 5

1027.152

SEE SHEET 2 FOR BASIS OF  
BEARINGS, LEGEND, NOTES AND REFERENCES.

SEE SHEET 4

SEE SHEET 4





**WOOD RODGERS**  
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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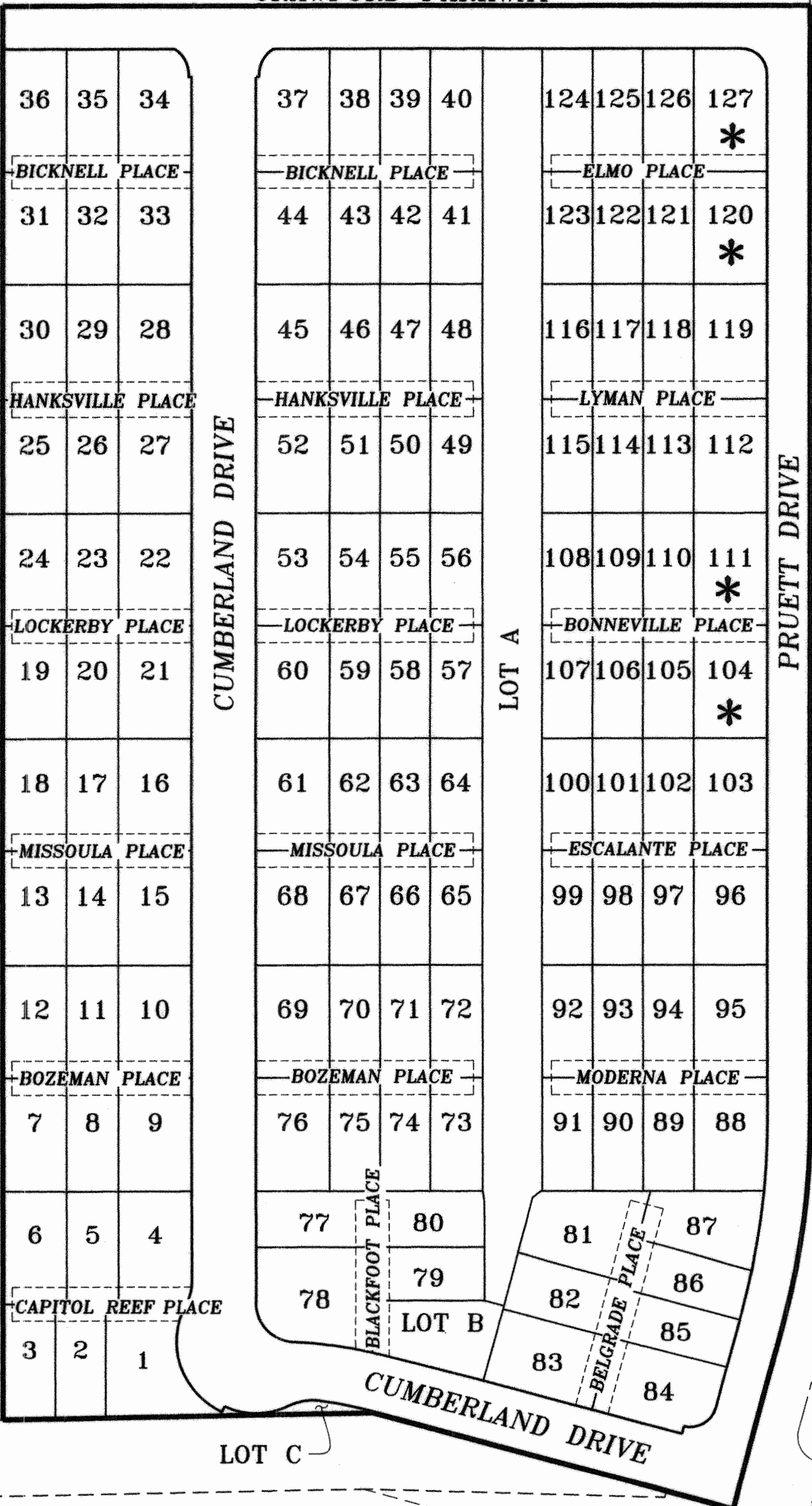
INFORMATIONAL SHEET

LOT 9  
EE MAPS 74

LOT 8  
EE MAPS 74

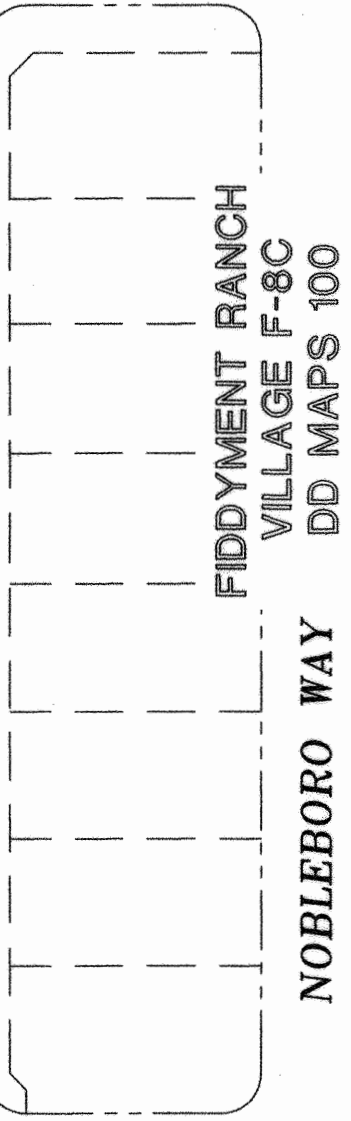
CRAWFORD PARKWAY

LOT 6  
EE MAPS 74

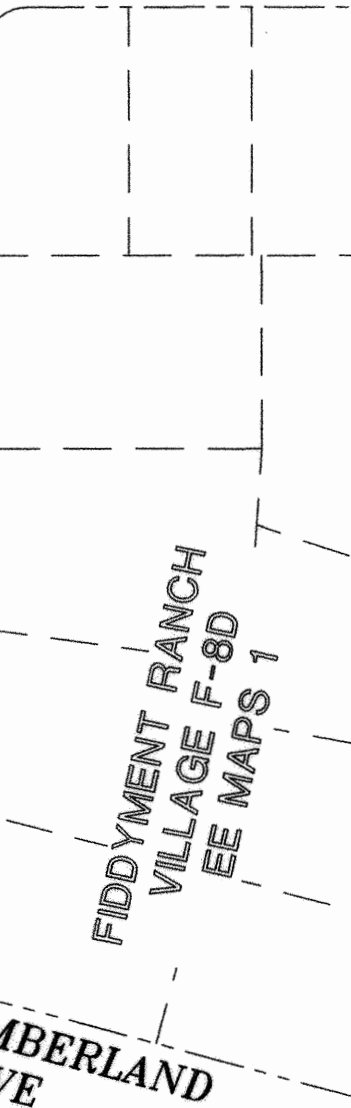


LOT C

LOT 17  
BB MAPS 24



BELFAST WAY

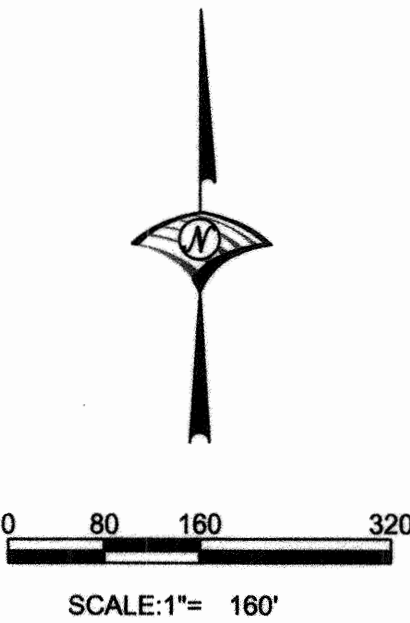


ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSE ONLY  
PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE.

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

\* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF  
FIDDYMENT RANCH - PHASE 3  
VILLAGE F-8B

SUBDIVISION NO. PL 14-0625  
(WEST ROSEVILLE SPECIFIC PLAN PARCEL F-8B)  
BEING ALL OF LOT 7 OF THAT CERTAIN FINAL MAP ENTITLED  
"FIDDYMENT RANCH PHASE 3 LARGE LOT SUBDIVISION",  
SUBDIVISION NO. PL-0364, BOOK EE OF MAPS, PAGE 74, O.R.P.C.  
LYING WITHIN A PORTION OF SECTION 13, T. 11 N., R. 5 E.  
MOUNT DIABLO MERIDIAN  
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA



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SACRAMENTO, CA 95816 FAX 916.341.7767

OCTOBER 2020

Sheet 5 of 5

1027.152

SEE SHEET 2 FOR BASIS OF  
BEARINGS, LEGEND, NOTES AND REFERENCES.



## COUNCIL COMMUNICATION

**CC #: 1367**

**File #: 0400-04-18-1 & 0400-07**

**Title:** Campus Oaks CO-12 Phase 2 - Final Map and Subdivision Agreement

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

**Meeting Date: 4/7/2021**

**Item #: 7.15.**

### RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk and accept on behalf of the public, the public utility easements offered thereon, and accept subject to improvement, the rights of way offered thereon, and adopt a resolution approving the Subdivision Agreement and authorizing the City Manager to execute the agreement on behalf of the City.

### BACKGROUND

The Development Services Department, Engineering Division, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 27 residential lots.

### FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

### ENVIRONMENTAL REVIEW

Approval of the Campus Oaks CO-12 (Phase 2) final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Campus Oaks CO-12 (Phase 2) final map was accomplished with the preparation of an Addendum to the Hewlett-Packard Master Plan Environmental Impact Report (HPMP EIR) as part of the analysis for the Campus Oaks Master Plan project (Hewlett-Packard Campus Oaks Addendum), which was approved by City Council on August 5, 2015. Because the Campus Oaks CO-12 (Phase 2) final map is consistent with the project evaluated in the Hewlett-Packard Campus Oaks Addendum, no new effects would be expected to occur and all applicable mitigation measures identified in the Addendum to the HPMP will be implemented. As such, no additional CEQA action is required at

this time.

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director

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

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-119

Subdivision Agreement

Final Map

RESOLUTION NO. 21-119

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF  
ROSEVILLE AND BBC ROSEVILLE OAKS, LLC AND LENNAR HOMES OF  
CALIFORNIA, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON  
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and BBC  
Roseville Oaks, LLC and Lennar Homes of California, Inc., for the Campus Oaks CO-12 (Phase  
2) subdivision, 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 approved and that the City Manager is authorized to execute it on behalf of the  
City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

**RECORDING REQUESTED BY AND WHEN  
RECORDED, PLEASE RETURN TO:**

**City Clerk  
CITY OF ROSEVILLE  
311 Vernon Street  
Roseville, CA 95678**

Exempt from recording fees  
Pursuant to Govt. Code §27383

**SUBDIVISION AGREEMENT**

CAMPUS OAKS CO-12 (Phase 2)

**SUBSDIVISION**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between the CITY OF ROSEVILLE, a municipal corporation (“CITY”), and  
BBC Roseville Oaks LLC, an Illinois limited liability company (the “DEVELOPER”) and  
Lennar Homes of California Inc., a California corporation (the “BUILDER”).

**W I T N E S S E T H:**

WHEREAS, BUILDER is possessed and owner of a tract of land lying in the City of  
Roseville, County of Placer, known as “Campus Oaks CO-12 (Phase 2) Subdivision”  
(Subdivision no. PL18-0192; “the Subdivision”); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning  
Commission on the 24 day of April, 2020, and the final map of the Subdivision  
has been approved subject to the execution of this Agreement; OR

WHEREAS, the final map has been filed on the \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ in Book \_\_\_\_\_ of Parcel/Subdivision Maps at Page \_\_\_\_\_ in the Official  
Records, Placer County Recorder, file no. \_\_\_\_\_; and

WHEREAS, BUILDER has purchased the Subdivision (“Property”) from the  
DEVELOPER; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the  
subdivision of land in the City, requires that DEVELOPER shall execute and file an agreement  
between itself and CITY relating to the improvements to be made in a subdivision, prior to the  
approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects  
all lands, right-of-ways, and easements offered for dedication on the final map of the  
Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers  
of dedication in accordance with Government Code Section 66477.2. All such offers may be  
accepted by CITY in its sole discretion at any later date without further notice to DEVELOPER  
as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or  
part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this  
Agreement.

2. Improvements - Time Limit. DEVELOPER agrees to cause all improvements to  
be made and constructed in the Subdivision to fully comply with the requirements of the  
Roseville Municipal Code and the Subdivision Map Act of the State of California according to

the improvement plans for the Subdivision prepared by Morton & Pitalo Inc., dated August 6, 2020 and approved by the City Engineer and including any changes or alterations to such improvements required by the City Engineer, and to install, on or before February 28, 2023, such survey monuments as may be required by the City Engineer ("the Work"). DEVELOPER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

DEVELOPER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by DEVELOPER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by DEVELOPER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that DEVELOPER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.



If at any time prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-way, the City Engineer shall give written notice to DEVELOPER to eliminate the safety hazard. If DEVELOPER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from DEVELOPER, DEVELOPER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. DEVELOPER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to DEVELOPER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. DEVELOPER shall deposit the estimated inspection fee and

reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. DEVELOPER and BUILDER have agreed that BUILDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,191,631.72. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. DEVELOPER shall file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be

released upon DEVELOPER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that DEVELOPER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. DEVELOPER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. DEVELOPER's Obligation to Warn Public During Construction. Until final acceptance of the Work, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. DEVELOPER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY. DEVELOPER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, DEVELOPER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if DEVELOPER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to DEVELOPER and to BUILDERS Surety. In such event, DEVELOPER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. DEVELOPER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, DEVELOPER 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 DEVELOPER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

COVERAGE

LIMITS OF LIABILITY

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Personal Injury:

\$2,000,000 per occurrence

\$4,000,000 aggregate

Automobile Liability

\$1,000,000 combined single limit

Workers' Compensation

Statutory

a. Form. DEVELOPER 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. DEVELOPER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of DEVELOPER. The additional insured coverage under the DEVELOPER'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. DEVELOPER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

f. Waiver of Subrogation. DEVELOPER hereby agrees to waive subrogation which any insurer of DEVELOPER may acquire from DEVELOPER 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 DEVELOPER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may

be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by DEVELOPER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith



purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD required by Section 3.20 or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event DEVELOPER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of DEVELOPER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of DEVELOPER. In the event CITY seeks recourse against a security, CITY shall also have recourse against DEVELOPER for any and all amounts necessary to complete the obligations of DEVELOPER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and DEVELOPER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

CITY: Marc Stout, City Engineer City  
of Roseville  
311 Vernon Street Roseville,  
CA 95678

DEVELOPER: BBC Roseville Oaks, LLC 130  
Diamond Creek Place, # 1  
Roseville, CA 95747

BUILDER: Larry Gualco, VP  
Lennar Homes of California, Inc.  
1025 Creekside Ridge Drive, #240  
Roseville CA 95678

Parties may amend their address by giving written notice to the other parties.

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF ROSEVILLE, a  
municipal corporation,

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

ATTEST:

BY: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  \_\_\_\_\_  
MARC STOUT  
City Engineer

DEVELOPER:

BBC Roseville Oaks LLC ,  
an Illinois Limited Liability Company

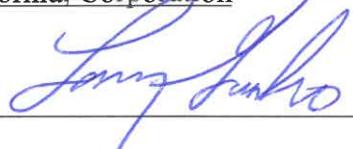
BY:  \_\_\_\_\_  
its: Member

and

BY: \_\_\_\_\_  
its: \_\_\_\_\_

BUILDER:

Lennar Homes of California, Inc.  
a California, Corporation

BY:  \_\_\_\_\_  
its: Larry Gualco, Vice President

and

BY:  \_\_\_\_\_  
its: Earl Keith, Controller/ Vice President

**(NOTARIZATION REQUIRED)**

## ACKNOWLEDGMENT

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

State of California  
County of Placer } ss.

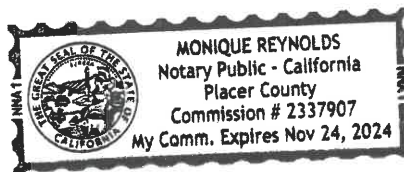
On February 24, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco and Earl Keith

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 signatures(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.



Monique Reynolds  
Signature

(seal)

## OPTIONAL INFORMATION

Date of Document

Campus Oaks CO-12Ph 2

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification  
☐ Paper Identification  
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee  
☐ Power of Attorney  
☐ CEO / CFO / COO  
☐ President / Vice-President / Secretary / Treasurer  
☐ Other: \_\_\_\_\_

Other Information: \_\_\_\_\_

☐ Check here if no thumbprint or fingerprint is available.

## ACKNOWLEDGMENT

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

State of California  
County of Placer } ss.

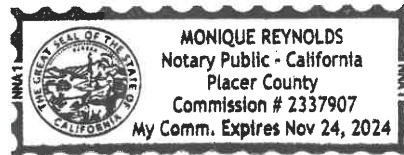
On February 16, 2021 before me, Monique Reynolds,

Notary Public, personally appeared Stephen L. Des Jardins

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 signatures(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.



Monique Reynolds  
Signature

(seal)

## OPTIONAL INFORMATION

Date of Document

Campus Oaks CO-12Ph 2

Thumbprint of Signer

Type or Title of Document

Number of Pages in Document

Document in a Foreign Language

Type of Satisfactory Evidence:

- ☐ Personally Known with Paper Identification  
☐ Paper Identification  
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee  
☐ Power of Attorney  
☐ CEO / CFO / COO  
☐ President / Vice-President / Secretary / Treasurer  
☐ Other: \_\_\_\_\_

☐ Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

FINAL MAP  
CAMPUS OAKS CO-12 (PHASE 2)

SUBDIVISION NO. PL18-0192  
BEING A SUBDIVISION OF LOT 2, FF MAPS 42  
PLACER COUNTY OFFICIAL RECORDS  
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA  
APRIL 2021  
MORTON & PITALO, INC.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CAMPUS OAKS CO-12 (PHASE 2)" AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP; HEREBY OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR PARTICULAR PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

(A) PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, AND SEWER PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEPHONE, AND TELEVISION, SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER UNDER AND ACROSS ASHBROOK STREET, KNIGHTSBRIDGE LANE, KNIGHTSBRIDGE COUT, AND SILVERWIRE STREET TOGETHER WITH THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE PUBLIC RIGHT OF WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

(A) ASHBROOK STREET, KNIGHTSBRIDGE LANE, KNIGHTSBRIDGE COURT AND SILVERWIRE STREET, AS PUBLIC RIGHT OF WAY.

LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION

PRINT NAME: LARRY GUALCO  
TITLE: VICE PRESIDENT

PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

NOTARY'S STATEMENT

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 \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY  
PUBLIC PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

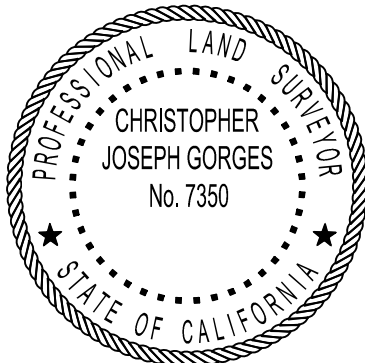
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY  
MY COMMISSION NO. \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR'S STATEMENT

THIS FINAL MAP OF "CAMPUS OAKS CO-12, PHASE 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BBC ROSEVILLE OAKS LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IN OCTOBER, 2019. I HEREBY STATE THAT THIS FINAL MAP OF "CAMPUS OAKS CO-12 (PHASE 2)" SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE FEBRUARY 28, 2023 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

CHRISTOPHER J. GORGES, P.L.S. 7350

DATE \_\_\_\_\_



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CAMPUS OAKS CO-12 (PHASE 2)" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED \_\_\_\_\_

MARC STOUT, R.C.E. 69879  
CITY ENGINEER, CITY OF ROSEVILLE  
LICENSE EXPIRATION DATE: 9/30/2020

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CAMPUS OAKS CO-12 (PHASE 2)" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED \_\_\_\_\_

TIMOTHY G. BLAIR, P.L.S. 8278  
EXPIRATION DATE: 12/31/2021



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CAMPUS OAKS CO-12 (PHASE 2)" AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, THE PUBLIC EASEMENTS OFFERED HEREON FOR DEDICATION, AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE RIGHTS OF WAY HEREON OFFERED FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATED \_\_\_\_\_

ASSISTANT CITY CLERK

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT \_\_\_\_\_ MINUTES AFTER \_\_\_\_\_ O'CLOCK ON THE DAY OF \_\_\_\_\_, 2021, AND RECORDED IN BOOK \_\_\_\_ OF MAPS, AT PAGE \_\_\_\_, AT THE REQUEST OF MORTON & PITALO, INC.

FILE NO. \_\_\_\_\_

COUNTY RECORDER OF PLACER COUNTY

FEE: \_\_\_\_\_ BY: \_\_\_\_\_  
DEPUTY



FINAL MAP  
CAMPUS OAKS CO-12 (PHASE 2)  
SUBDIVISION NO. PL18-0192  
BEING A SUBDIVISION OF LOT 2, FF MAPS 42  
PLACER COUNTY OFFICIAL RECORDS  
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.  
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA  
APRIL 2021  
MORTON & PITALO, INC.

BENEFICIARY'S STATEMENT

LENNAR HOMES OF CALIFORNIA, INC. A CALIFORNIA CORPORATION, AS  
BENEFICIARY UNDER DEED OF TRUST RECORDED DECEMBER 23, 2020 AS  
INSTRUMENT NO. 2020-0151765, OFFICIAL RECORDS OF PLACER COUNTY.

PRINT NAME: LARRY GUALCO  
TITLE: VICE PRESIDENT

PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

NOTARY'S STATEMENT

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 \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY  
PUBLIC PERSONALLY APPEARED \_\_\_\_\_

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)  
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO  
ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED  
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE  
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE  
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA  
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

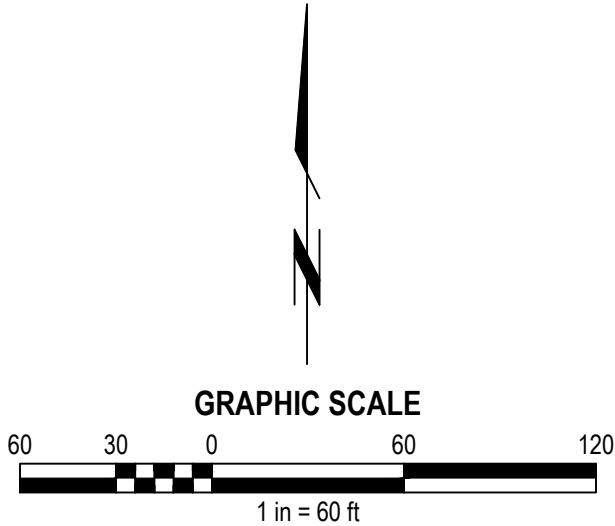
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
MY PRINCIPAL PLACE OF BUSINESS IS \_\_\_\_\_ COUNTY  
MY COMMISSION NO. \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_



FINAL MAP  
CAMPUS OAKS CO-12 (PHASE 2)

SUBDIVISION NO. PL18-0192  
BEING A SUBDIVISION OF LOT 2, FF MAPS 42  
PLACER COUNTY OFFICIAL RECORDS  
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA  
APRIL 2021 SCALE: 1"=60'  
MORTON & PITALO, INC.



NOTES

- TOTAL AREA OF THIS SUBDIVISION IS 4.231 ACRES, CREATING 27 RESIDENTIAL LOTS.
- LOT CORNERS FRONTING ASHBROOK STREET, KNIGHTSBRIDGE LANE, KNIGHTSBRIDGE COURT, AND SILVERWIRE STREET SHALL BE WITNESSED BY A 1" BRASS DISC TAGGED "L.S. 7350" SET 1.0 FEET FROM THE CORNER ON THE PROJECTED LOT LINE, EXCEPT AS SHOWN OTHERWISE.
- LOT CORNERS ADJACENT TO WALLS SHALL BE WITNESSED BY A 1" IRON PIPE WITH ALUMINUM CAP STAMPED "L.S. 7350", SET ON PROPERTY LINE, 3.00 FEET FROM THE TRUE CORNER.
- A SOILS REPORT PREPARED BY ENGEO INCORPORATED, PROJECT NO. 11216.003.00 DATED MARCH 24, 2017 IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT AS FILE NO. 308-812D.
- A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR THIS SUBDIVISION HAS BEEN RECORDED AS DOCUMENT NO. 2020-0140509 TOGETHER WITH DOCUMENT NO. \_\_\_\_\_.

COURSE TABLE

- C1.....R=500'(4)(5)(6) Δ=1°09'21"(4)(5)(6) L=10.09'(4)(5)(6)  
N82°05'00"E(4)(5)(6) 10.09'(4)(5)(6)  
C2.....R=500'(1)(3)(4)(6) Δ=0°52'51"(4)(6) L=7.69'(4)(6)  
N81°03'54"E(4)(6) 7.69'(4)(6)  
C3.....R=500'(1)(3)(6) Δ=4°54'21"(6) L=42.81'(6)  
N78°10'18"E(6) 42.80'(6)  
C4.....R=500'(1)(3)(5)(6) Δ=5°47'12"(1)(3)(5)(6) L=50.50'(1)(3)(5)(6)  
N78°36'43"E(1)(3)(5)(6) 50.48'(1)(3)(5)(6)  
C5.....R=500'(1)(3)(5)(6) Δ=7°37'18"(5)(6) L=66.51'(5)(6)  
N79°31'46"E(5)(6) 66.46'(5)(6)  
C6.....R=434.45'(4)(5)(6) Δ=4°28'16"(4)(5)(6) L=33.90'(4)(5)(6)  
N84°37'10"E(4)(5)(6) 33.89'(4)(5)(6)  
C7.....R=400'(6) Δ=2°37'21"(6) L=18.31'(6)  
N88°14'20"E(6) 18.31'(6)  
C8.....R=44' Δ=51°59'12" L=39.92'  
N26°26'35"W 38.57'  
C9.....R=44' Δ=28°32'57" L=21.92'  
N13°49'30"E 21.70'  
C10.....R=22' Δ=90°00'00" L=34.56'  
N45°26'59"W 31.11'  
C11.....R=22' Δ=90°00'00" L=34.56'  
N44°33'01"E 31.11'  
L1.....N00°26'59"W(5)(6) 16.68'(5)(6)  
L2.....N00°26'59"W(4)(5)(6) 23.00'(4)(5)(6)

BASIS OF BEARINGS

THE MERIDIAN OF THIS SURVEY IS THE WESTERLY LINE OF RESULTANT LOT 18, AS SAID RESULTANT LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 23 OF SURVEYS, PAGE 160, PLACER COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.

LEGEND

- .....DIMENSION POINT, NOTHING FOUND OR SET
- .....SET 1" GALVANIZED PIPE TAGGED "L.S. 7350"
- ⊙.....SET BRONZE DISC STAMPED "L.S. 7350"
- ⊗.....FOUND 1" BRASS DISC STAMPED "L.S. 7350"
- ⊗.....SET 1.0' FROM CORNER ON PROJECTED LOT LINE
- ⊗.....FOUND 1" GALVANIZED PIPE TAGGED "L.S. 7350"
- ⊗.....PER (4)(5)
- ⊗.....FOUND BRASS DISC STAMPED "L.S. 4751"
- ⊗.....PER (3)(5)(6)
- ⊗.....FOUND 1" GALVANIZED PIPE TAGGED "L.S. 9058"
- ⊗.....PER (6)
- ⊗.....FOUND BRONZE DISC STAMPED "L.S. 7350"
- ⊗.....IN WELL PER (4)(5)(6)

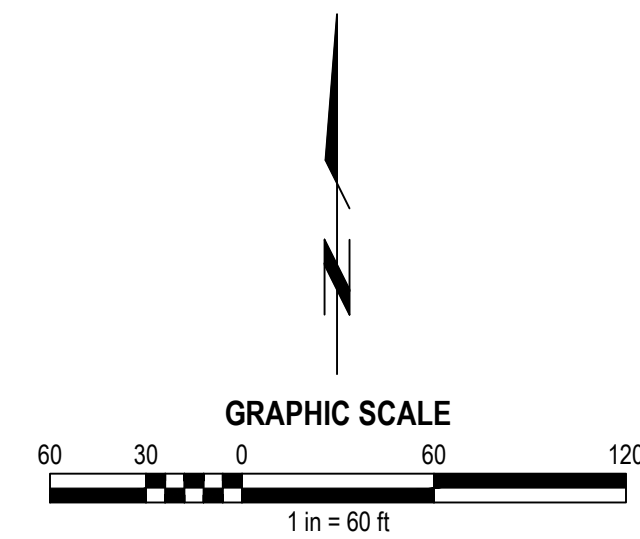
- P.U.E. ....PUBLIC UTILITY EASEMENT  
S.F. ....SQUARE FEET  
(1).....RECORD PER DD MAPS 47  
(2).....RECORD PER DOC. NO. 2017-00031664  
(3).....RECORD PER 23 R.S. 160  
(4).....RECORD PER EE MAPS 86  
(5).....RECORD PER FF MAPS 29  
(6).....RECORD PER FF MAPS 42



*FINAL MAP*  
**CAMPUS OAKS CO-12 (PHASE 2)**

SUBDIVISION NO. PL18-0192  
BEING A SUBDIVISION OF LOT 2, FF MAPS 42  
PLACER COUNTY OFFICIAL RECORDS  
SITUATE IN SECTION 20, T.11N., R.6E., M.D.M.

CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA  
APRIL 2021 SCALE: 1"=60'  
**MORTON & PITALO, INC.**

**LOCAL AGENCY ADDITIONAL INFORMATION SHEET**

THE ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES  
AS REQUIRED BY SECTION 66434.2 OF THE SUBDIVISION MAP ACT, AS AMENDED, AND LOCAL  
ORDINANCES.

THE INFORMATION SHOWN HEREON DESCRIBES CONDITIONS AS OF THE DATE OF FILING. IT IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THE INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS ADDITIONAL INFORMATION SHEET.

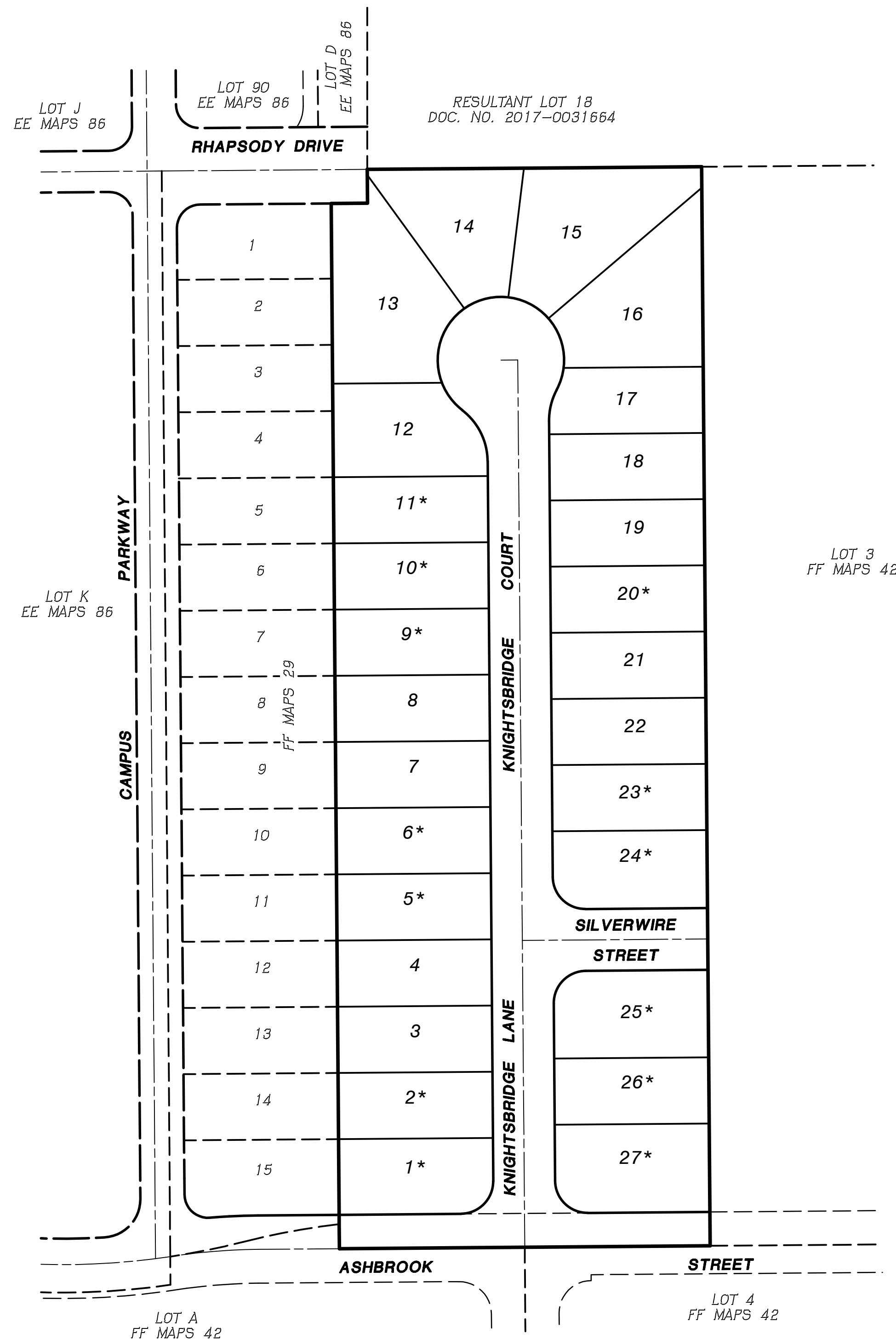
(A) EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING, OR ITS CONTENTS, DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

**LEGEND**

\* .... DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

## NOTES

1. SEE SHEET 2 FOR NOTES, LEGEND, AND BASIS OF BEARINGS.





## COUNCIL COMMUNICATION

CC #: 1366

File #: 1002 & 0201-01

**Title:** 401 Oak Street Properties - Budget Adjustment  
**Contact:** Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 4/7/2021

Item #: 7.16.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to appropriate \$395,554 from the City's Strategic Improvement Fund (SIF) for:

1. The repurchase of the 401 Oak Street properties, in the amount of \$350,114; and
2. The completion of civil engineering, architectural and surveying services, in the amount of \$45,440, for the 401 Oak Street properties.

### BACKGROUND

On March 15, 2017, the City Council approved a purchase and sale agreement (PSA) between the City of Roseville and the University Development Foundation (UDF) for the sale of the 401 Oak Street properties for purposes of a private postsecondary (graduate) education facility. The PSA was contingent upon successful negotiations between the UDF and the City on required agreements which were completed and escrow closed on the property on December 14, 2018.

Paragraph 14 of the original PSA identified that, in the event the UDF did not expend \$500,000 in improvement costs within a twenty-four month period (from the close of escrow), the City has the right to repurchase the property by providing written notice prior to February 12, 2021. Please see Attachment 1 for Copy of the PSA. Per the terms of the PSA, the City's "Right to Repurchase" automatically terminated twenty-six months following the UDF's acquisition of the property, if written notice of such intention was not delivered to the UDF by February 12, 2021. The PSA also stipulated that the repurchase price would include: 1) the reimbursement of property acquisition costs, plus interest; 2) hazardous materials remediation to remove the known soil contamination resulting from the long-term use of underground fuel tanks; 3) qualified improvement costs; and 4) closing costs.

Due to the impacts of the COVID-19 pandemic, the ability to move the project forward slowed and contract negotiations between the UDF and a potential university user were delayed resulting in the UDF not expending the minimum amount in improvements (totaling \$500,000) within the required timeframe. And in February 2021, the UDF provided the City notice that the UDF had not

and would not be able to expend the required funds towards improvement costs within the required timeframe.

On February 12, 2021, the City provided the UDF written notice of the City's intent to repurchase the property. Please see Attachment 2 copy of Repurchase Notice. According to the terms of the PSA, escrow is required to close within forty-five days (March 29, 2021).

The City has established a repurchase price, per the contract. The repurchase price is \$350,114, as identified below. Escrow has closed on the property and approval of this budget adjustment ratifies the repurchase expenditure.

**Contract Reimbursable Expenses**

|                                                   |               |
|---------------------------------------------------|---------------|
| Acquisition Price                                 | \$ 190,000.00 |
| Accrued Interest (as of 3/29/2021)                | \$ 27,649.00  |
| Remediation - UDF Share                           | \$ 100,000.00 |
| Remediation - Wallace Kuhl Assoc 3rd Party Review | \$ 8,948.00   |
| Communication for Elevator/maintenance            | \$ 525.00     |
| Office Repair & Maintenance                       | \$ 17,992.00  |

|                              |                      |
|------------------------------|----------------------|
| <b>Reimbursable Expenses</b> | <b>\$ 345,114.00</b> |
|------------------------------|----------------------|

|               |             |
|---------------|-------------|
| Closing Costs | \$ 5,000.00 |
|---------------|-------------|

|              |                      |
|--------------|----------------------|
| <b>Total</b> | <b>\$ 350,114.00</b> |
|--------------|----------------------|

In addition to the repurchase of the 401 Oak Street properties, this budget adjustment includes \$45,440 for the completion of contract services including civil engineering, architectural and surveying services. These studies will be used for future site evaluation for redevelopment of the property.

**FISCAL IMPACT**

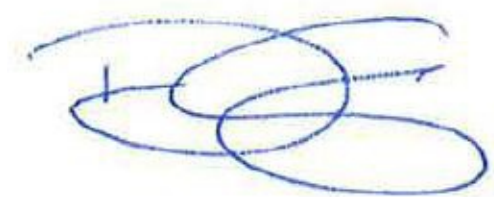
Approval of this budget adjustment results in the appropriation of \$395,554 from the City's Strategic Improvement Fund (SIF). Specifically, this budget adjustment is for the repurchase of the 401 Oak Street properties, in the amount of \$350,114, and allocates \$45,440 for the completion of civil engineering, architectural and surveying services. These consultant services/studies will be used for future site evaluation for redevelopment of the property.

**ENVIRONMENTAL REVIEW**

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval of the proposed budget adjustment for the repurchase of 401 Oak Street properties and preparation of contract services do not include the potential for a significant effect and therefore is not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Ordinance 6343

Budget Adjustment

401 Oak Street Purchase and Sale Agreement

401 Oak Street Repurchase Notice

ORDINANCE NO. 6343

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended as listed on the attached budget adjustment for the 401 Oak Street properties.

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 \_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Laura Matteoli, Economic Development Director FISCAL YEAR: 2021  
PREPARER NAME & TITLE: Alexandra Marquez, Budget Analyst COUNCIL DATE (if applicable): 4/7/2021  
DEPARTMENT/DIVISION: Economic Development ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                   |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                               |
| 1030           | 5301    | 62530  | 000000  | 45,440      | Establish budget for 401 Oak St Professional Services-Studies |
| 1030           | 6541    | 54001  | 000000  | 350,114     | Establish budget for 401 Oak St Property Repurchase           |
|                |         |        |         |             |                                                               |
|                |         |        |         |             |                                                               |
|                |         |        |         |             |                                                               |
|                |         |        |         |             |                                                               |
|                |         |        |         |             |                                                               |
| TOTAL          |         |        |         | 395,554     |                                                               |

### REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION |
|----------------|---------|--------|---------|-------------|-------------|
| Fund           | Account | Center | Project | Adjustment  |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
| TOTAL          |         |        |         | -           |             |

|                |         |
|----------------|---------|
| NET ADJUSTMENT | 395,554 |
|----------------|---------|

### FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                                  |
|----------------|---------|--------|---------|-------------|--------------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                              |
| 1030           |         |        |         | (395,554)   | Reduce available resources in the Strategic Improvement Fund |
|                |         |        |         |             |                                                              |
|                |         |        |         |             |                                                              |
| TOTAL          |         |        |         | (395,554)   |                                                              |

### Justification for Budget Adjustment:

In 2017, the City entered into a Purchase and Sale Agreement with the University Development Foundation (UDF) for the property located at 401 Oak Street. Per the terms in the Agreement, the City has the option to repurchase the property from the UDF if they did not make "Improvement Costs" to the building within a certain timeframe. The City agreed as the repurchase price to repay the original purchase price (plus interest), closing costs, remediation costs, and improvements for a total of \$350,114.

This budget adjustment requests \$350,114 from the Strategic Improvement Fund (SIF) to repurchase the property from UDF and an additional \$45,440 to complete architectural, civil engineering, and surveying services for the 401 Oak Street property.

### REQUIRED APPROVALS:

|                                       |                   |                           |      |
|---------------------------------------|-------------------|---------------------------|------|
| <u>Laura Matteoli</u>                 | <u>03/18/2021</u> |                           |      |
| REQUESTING DEPARTMENT HEAD / DESIGNEE | DATE              | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE    | DATE              | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:           |                   |                           |      |
| POSTED BY                             | DATE              |                           |      |

Revised: June 24, 2019

RESOLUTION NO. 17-104

APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY  
OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, in November 2016, the City Council approved a determination of surplus property for 401 Oak Street and a notice of intent to sell property to the University Development Foundation (UDF) for purposes of a private postsecondary (graduate) education facility; and

WHEREAS, the City retained a Real Estate Appraisal & Consultation service to prepare a property appraisal of 401 Oak Street and adjacent properties; and

WHEREAS, according to the property appraisal, the fair market value of the property is \$190,000.00; and

WHEREAS, UDF and the City have developed a Purchase and Sale Agreement regarding the sale of 401 Oak Street and adjacent properties; and

WHEREAS, the Purchase and Sale Agreement regarding the sale and purchase of 401 Oak Street and adjacent properties, by and between the City of Roseville and UDF, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this 15th day of  
March, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Rohan

  
VICE MAYOR

ATTEST:

  
City Clerk

## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") dated for reference purposes only as of March 15, 2017, is made by and between THE CITY OF ROSEVILLE, a municipal corporation ("**Seller**"), and UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation formed under the laws of the District of Columbia ("**Buyer**"), with respect to the following facts:

### **Recitals**

A. Seller is the owner of that certain real property located within the City of Roseville, County of Placer (the "**County**"), California, consisting of six parcels commonly referred to as Assessor's Parcel Nos. 013-120-001, 013-131-001, 013-131-002, 013-131-003, 013-131-017 and 013-131-019, consisting of approximately 9.22 acres (the "**Overall Property**").

B. Seller is currently processing a merger and resubdivision for the Overall Property which shall result in the creation of three parcels with a combined land area of approximately 2.09 acres which is described on Exhibit A and depicted on Exhibit B, both of which are attached hereto and incorporated herein by this reference (the "**Property**"), with the balance of the Overall Property following the merger and resubdivision consisting of two remaining parcels being referenced herein as the "**Remainder Property**."

C. For purposes of this Agreement, all references to the term Property shall include any and all buildings or other improvements located thereon.

D. Seller desires to retain the Remainder Property for public, governmental and/or subsequent development and use.

E. Seller is prepared to sell, transfer and convey the Property to Buyer for the purchase price and on the other terms and conditions hereinafter set forth.

F. The term "**Effective Date**" as used in this Agreement shall mean the date when this Agreement is fully executed by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

### **Agreement**

1. **Sale and Purchase**. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller for the purchase price and subject to the other terms and conditions set forth in this Agreement.

2. **Purchase Price**. The purchase price (the "**Purchase Price**") for the Property shall be the sum of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00).

3. **Deposits into Escrow**. The Purchase Price shall be paid to Seller by Buyer as follows:



**3.1 Deposit.** Within three (3) business days of the Effective Date of this Agreement, Buyer shall deliver to Placer Title Company ("**Escrow Holder**"), at its office located at 1508 Eureka Road, Suite 150, Roseville, CA, Telephone No.: (916) 782-3711, Facsimile No.: (800) 521-1393, Attention: Tracy Murphy, by check or electronic funds transfer, a cash deposit in the amount of ONE THOUSAND DOLLARS (\$1,000.00) (the "**Deposit**") to be held in an escrow (the "**Escrow**") and delivered in accordance with this Agreement. Escrow Holder shall place the Deposit into an interest bearing account with interest accruing for the benefit of Buyer.

**3.2 Refundability; Applicability to Price.** Except as otherwise provided below, the Deposit held by Escrow Holder shall be refundable to Buyer, if Buyer elects to terminate this Agreement prior to the end of the Feasibility Period, in which case, Escrow Holder shall return the Deposit to Buyer, and neither Buyer nor Seller shall have any further rights or obligations under this Agreement, except as otherwise expressly provided herein. If Buyer approves its feasibility studies and provides the Feasibility Approval Notice pursuant to Section 5.3 below, the Deposit shall, except as otherwise provided in this Agreement, be non-refundable consideration for Seller keeping the Property off the market, and shall be applicable to the Purchase Price. The Deposit shall remain in Escrow until the termination of this Agreement or the Closing, in which event the Deposit shall be distributed in accordance with the terms of this Agreement or otherwise applied to the Purchase Price.

**3.3 Form of Deposit.** The Deposit shall be deposited in the Escrow in the form of cash, certified check, bank cashier's check, wire transfer or other form of readily available funds.

**3.4 Balance of Purchase Price.** At least one (1) business day prior to the Closing (as defined hereinbelow), Buyer shall deliver to Escrow Holder cash in an amount equal to the Purchase Price, together with Buyer's share of closing costs due pursuant hereto, less the amount of the Deposit.

**4. Independent Consideration.** Notwithstanding anything to the contrary contained in this Agreement, the amount of ONE HUNDRED DOLLARS (\$100.00) (the "**Independent Consideration**") shall be non-refundable to Buyer as independent consideration for Seller keeping the Property off the market and the rights and options extended to Buyer under this Agreement, including, without limitation, the right and option to terminate the Agreement as provided in this Agreement. Buyer shall deliver the Independent Consideration to the Escrow Holder, together with Buyer's delivery of the Deposit, and the Independent Consideration shall be released to Seller immediately following Buyer's delivery thereof. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated the Agreement and the Deposit is returned to Buyer, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4.

**5. Conditions to Buyer's Obligations.** The Closing and Buyer's obligations under this Agreement to purchase the Property shall be subject to the satisfaction, prior to the times prescribed herein, of the following conditions, with Buyer to retain the right to waive, in writing, in whole or in part, any of the following conditions at or prior to the time prescribed herein for approval or disapproval by Buyer, and such waiver may be made by Buyer at or prior to the Closing in Buyer's sole and absolute discretion. Notwithstanding the foregoing, in no event shall

Buyer have the ability to waive the condition of obtaining the Map Act Compliance (as defined below) referenced in Section 5.5 below.

**5.1 Title of Property.** Seller shall cause fee title to be conveyed to Buyer by a standard California grant deed in the form customarily used by Escrow Holder (the "**Grant Deed**"). Seller must cause Escrow Holder to be willing to issue its CLTA Owner's Standard Policy of Title Insurance (or an ALTA Owner's Standard Policy of Title Insurance, if Buyer elects to obtain such coverage pursuant to Section 5.14) insuring title in Buyer in the amount of the Purchase Price. The policy shall list only: (a) current taxes and assessments, if any; (b) the exceptions approved by Buyer as set forth in Section 5.2 of this Agreement; (c) the Parking and Access Easement Agreement (as defined in Section 5.6 below); (d) the Lease Agreement (as defined in Section 5.7 below); (e) the Memorandum of Agreement (as defined in Section 5.8 below); (f) the Declaration of Use Restriction (as defined in Section 5.10 below); and (g) the printed exceptions common to such CLTA policies (collectively, the "**Permitted Exceptions**"). Buyer shall pay for any endorsement it may reasonably request, but the issuance of any requested endorsements shall not be a condition to the Closing.

**5.2 Title Review.** Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, including the legal description, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (A) a Preliminary Report ("**Preliminary Report**") issued by Escrow Holder with respect to the Property and all matters referenced therein; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. Seller shall cause Escrow Holder to deliver the Title Documents to Buyer and Seller within fifteen (15) calendar days following the Effective Date. Buyer shall have thirty (30) calendar days after its receipt of the Title Documents in which to give Seller and Escrow Holder written notice ("**Buyer's Title Notice**") of Buyer's approval or disapproval of the legal description and every item or exception disclosed by the Title Documents. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of title to the Property. In the event that Buyer's Title Notice disapproves or is deemed to disapprove of any matter of title shown in the Title Documents, Seller shall, within twenty (20) calendar days after Buyer's Title Notice is received by Seller, give Buyer written notice ("**Seller's Title Notice**") of those disapproved title matters, if any, which Seller is unwilling or unable to have eliminated from title to the Property by Closing. The failure of Seller to give Seller's Title Notice to Buyer within the specified time period shall be deemed Seller's refusal or inability to eliminate any of the disapproved title matters, provided Seller will be deemed to have agreed to remove any mortgages, deeds of trust or other such readily ascertainable monetary liens against the Property resulting from the voluntary acts or omissions of Seller (excluding liens for current taxes and assessments). In the event that Seller is unable or unwilling to remove all of the title matters objected to by Buyer in Buyer's Title Notice, Buyer shall have until the expiration of the Feasibility Period (as defined below) to notify Seller in writing that either (1) Buyer is willing to purchase the Property subject to such disapproved exceptions, or (2) Buyer elects to cancel this transaction. Failure of Buyer to take either one of the actions described in Subsection (1) or (2) above shall be deemed to be Buyer's election to take the action described in Subsection (2) above. In the event this Agreement is canceled pursuant to this Section 5.2, except as otherwise provided in this Agreement, the parties shall have no further obligations under this Agreement, and the Deposit and all other monies delivered to Escrow Holder by Buyer (exclusive of the Independent Consideration which shall be retained by Seller) shall immediately be returned to Buyer.

### 5.3 Feasibility Period.

A. From the Effective Date and until 5:00 p.m. on the date which is ninety (90) calendar days thereafter ("**Feasibility Period**"), Buyer, its authorized agents, employees, consultants and representatives ("**Buyer's Agents**"), shall have the right to enter the Property and to conduct and carry out any and all inspections, tests and studies as Buyer deems appropriate in connection with Buyer's proposed acquisition and development of the Property. Buyer shall be allowed until 5:00 p.m. on the last day of the Feasibility Period to deliver to Seller written notice of Buyer's approval, in its sole and absolute discretion, of the Property (the "**Feasibility Approval Notice**"), based upon its approval of: (i) the physical condition, the condition of title, the feasibility of Buyer's proposed acquisition and development of the Property; or (ii) any other reason or condition concerning the Property (collectively, the "**Feasibility Conditions**"). Buyer's failure to deliver the Feasibility Approval Notice prior to the expiration of the Feasibility Period shall conclusively be considered Buyer's disapproval of all Feasibility Conditions. If prior to the expiration of the Feasibility Period, Buyer fails to deliver to Seller the Feasibility Approval Notice, this Agreement shall terminate, Escrow Holder shall return the Deposit to Buyer, Seller shall retain the Independent Consideration, and neither Buyer nor Seller shall have any further rights or obligations hereunder, except as otherwise expressly provided herein.

B. During the Feasibility Period, Buyer and Buyer's Agents shall be granted a right of entry on the Property to perform such soil, engineering and geological tests and other physical inspections and to make such other reports as Buyer shall deem appropriate and for any other purpose related to Buyer's proposed development of the Property. Buyer's and Buyer's Agents' right of entry upon the Property shall be subject to, and Buyer agrees to perform, each of the following conditions:

(i) Buyer shall pay all costs, expenses, liabilities and charges incurred by Buyer and Buyer's Agents or related to said entry.

(ii) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer or Buyer's Agents in connection with any such inspection or entry and shall return the Property to the condition existing prior to such entry.

(iii) Any entry upon the Property shall be upon a minimum of twenty-four (24) hours' written notice to Seller; and Seller shall have the right to accompany Buyer and Buyer's Agents on any such entry upon the Property.

(iv) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents' activities conducted upon the Property.

(v) Buyer shall indemnify, defend and hold Seller and the Property free and harmless of and from all costs, expenses, damages, claims, liabilities, attorneys' fees and costs or charges arising out of, or in any way connected with, the entry upon the Property by Buyer and Buyer's Agents. Notwithstanding the foregoing, however, Buyer shall not be obligated to defend or indemnify Seller, nor to repair any damage attributable in whole or part to any one or more of the following: (i) the mere discovery of Hazardous Materials (as defined below) on the Property; (ii) a pre-existing latent defect in the Property; (iii) the spread of Hazardous Materials already present on the Property despite the use of reasonable care; or (iv) the misconduct or negligence of Seller or its agents.

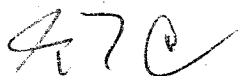
(vi) Buyer shall provide to Seller a certificate of liability insurance, with a combined single limit of liability not less than TWO MILLION DOLLARS (\$2,000,000.00). Seller shall be named as an additional insured upon such insurance. Such coverage shall provide that the policy shall not be cancelled, modified or allowed to lapse without the insurer providing to Seller thirty (30) calendar days' prior written notice. Buyer shall provide the certificate of such insurance with the attached endorsement prior to, and as a condition of, any such entry.

(vii) Prior to performing any environmental tests or studies on the Property beyond the scope of work generally performed in a Phase I study, Buyer shall notify Seller in writing of the scope of work intended to be performed and shall provide Seller an opportunity to confer, either directly or through Seller's consultants, with Buyer's environmental consultants in order to determine whether to permit any sampling or testing of surface or subsurface soils, surface water or ground water (and with respect thereto Seller shall have reasonable discretion to grant or withhold its consent) or to refine the scope of the work to be performed. All information derived from Buyer's tests and test results shall, to the extent permissible under existing law, remain confidential and not to be disclosed to any party other than as is necessary in connection with the consummation of the transactions contemplated hereby or as is necessary to comply with any obligations Buyer may have under applicable law, or as is necessary to enforce the rights Buyer may have against Seller hereunder.

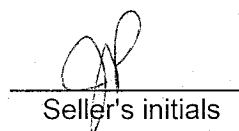
C. **No Other Warranties/"As Is" Purchase.** Buyer represents and warrants to Seller that Buyer is relying solely on its own investigation and inspection of the Property, and that the Property will be conveyed to and accepted by Buyer at Closing in its "AS IS, WITH ALL FAULTS BASIS" condition. Buyer acknowledges and agrees that, except as expressly set forth herein below, Seller has not made any representation or warranty, express or implied, written or oral, concerning the Property, and Buyer is not relying upon any representation made by any agent of Seller; and no agent had, or has, authority to make any representation concerning the Property or any matter or condition relating thereto.

D. As of the Closing, Buyer hereby expressly waives and forever releases any and all rights, claims and actions that Buyer may now have or hereafter acquire against Seller arising from or related to the Property. Provided, however, that such waiver and release shall not apply to any matter against which Seller has expressly agreed to indemnify Buyer elsewhere in this Agreement, or to any other matter expressly represented and warranted elsewhere by Seller herein. This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future. Buyer specifically waives application of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.



Buyer's initials



Seller's initials

Notwithstanding the foregoing, the release set forth above is not intended to, and shall not, release or discharge any representations or warranties of Seller pursuant to Section 9.1.

E. If prior to the Closing, Buyer learns of any fact or circumstances which makes any of Seller's representations or warranties materially untrue or misleading, Buyer's sole remedy shall be to terminate this Agreement and to receive a refund of its Deposit, it being understood that Buyer expressly waives any right to close escrow and pursue any claims against Seller for any breach of such representations and warranties.

F. The liability of Seller for breach of a representation or warranty shall terminate with respect to such representations and warranties if Buyer has not commenced an action against Seller within twenty-four (24) months after the Closing and shall otherwise be limited as set forth in this Agreement.

**5.4 Review of Documents and Materials.** Within ten (10) calendar days following the Effective Date, Seller shall deliver to Buyer, the following documents and materials (collectively, "**Documents and Materials**") relating to the Property, to the extent that any are in Seller's possession or control. Seller makes no representation or warranty regarding the truth or accuracy of the Documents and Materials which were not prepared by it.

A. Licenses. Any and all licenses, permits and agreements affecting or relating to the ownership and operation of the Property.

B. Governmental Correspondence. Copies of all applications and correspondence or other written communications to or from any governmental or quasi-governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the Property.

C. Surveys. Copies of the most recent survey(s), if any, pertaining to the Property or any portion thereof.

D. Plans and Permits. Any and all site plans, building permits, certificates of occupancy, specifications or any other governmental approvals or processed documents relating to the Property.

E. Reports. Any and all reports, projections, studies or other documents or written information pertaining to the Property.

F. Tax Statements. Any and all property tax statements pertaining to the Property for the past year.

G. Studies. Any and all soils reports, engineering data, environmental reports, and any other data or studies pertaining to the Property or any portion thereof.

**5.5 Map Act Compliance.** Seller shall cause, at Seller's cost and expense, the Property to constitute three separate lawful parcels acceptable to Buyer in compliance with the California Subdivision Map Act by means of recordation of a subdivision map or obtaining a certificate of compliance or other mechanism in accordance and compliance with the California Subdivision Map Act. The satisfaction of the condition provided in this Section 5.5 shall be referenced herein as "**Map Act Compliance.**" Notwithstanding any other provision in this

Agreement to the contrary, in no event shall Buyer have the ability to waive the condition of obtaining Map Act Compliance prior to the Closing. In the event Seller is unable to obtain Map Act Compliance on or before the August 1, 2017 (the "**Map Act Compliance Deadline**"), Seller shall not be deemed to be in default hereunder and this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations, liabilities and rights of the parties hereunder shall terminate, the Deposit shall be returned to Buyer, and Seller shall retain the Independent Consideration.

**5.6 Parking and Access Easement Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of a Parking and Access Easement Agreement (the "**Parking and Access Easement Agreement**") to be executed by Buyer and Seller at the Closing. The Parking and Access Easement Agreement shall burden the Property and benefit the Remainder Property and shall grant for public use vehicular and pedestrian ingress, egress, access and over portions of the Property and use of thirty-nine (39) parking spaces plus a loading/unloading area located on the portion of the Property commonly known as 225 Taylor Street for a period of five (5) years from and after the Closing. Provided, however, the Parking and Access Easement Agreement shall terminate prior to the five (5)-year period if and when Buyer obtains required approvals and permits for building construction on the portions of the Property subject to the Parking and Access Easement Agreement. Once Buyer and Seller agree upon the form of the Parking and Access Easement Agreement, the Parking and Access Easement Agreement shall be executed by the parties and attached as Exhibit C hereto. If Buyer and Seller are unable to agree upon the form of the Parking and Access Easement Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**5.7 Lease Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of a Lease Agreement (the "**Lease Agreement**") to be executed by Buyer and Seller at the Closing. Pursuant to the Lease Agreement, following the Closing, Buyer shall lease back a portion of the Property to Seller, at no charge, for Seller's exclusive use for public safety purposes. The portion of the Property to be included in the Lease Agreement shall consist of those portions of the Property used for public safety purposes including the engine bays, offices and dormitory, as more particularly depicted as the highlighted portion of the building on Exhibit D-1 attached hereto (the "**Lease Area**"). The term of the Lease Agreement shall commence on the Closing and shall extend until the earlier of (i) thirty (30) calendar days after a certificate of occupancy is granted to Seller for Fire Station No. 1 located at 80 Lincoln Street in downtown Roseville, or (ii) April 30, 2018. Buyer and Seller acknowledge that the terms set forth in this Section 5.7 do not consist of all materials terms to be included in the Lease Agreement. Once Buyer and Seller agree upon the form of the Lease Agreement, the Lease Agreement shall be executed by the parties and attached as Exhibit D-2 hereto. If Buyer and Seller are unable to agree upon the form of the Lease Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**5.8 Memorandum of Agreement.** Pursuant to the terms and conditions of Section 14 hereinbelow, Seller shall reserve the right to repurchase the Property following the Closing, with such right defined in Section 14 as the "**Repurchase Right.**" Pursuant to the

terms and conditions of Section 15 hereinbelow, Seller shall retain a right of first refusal to purchase the Property following the Closing, with such right defined in Section 15 as the **"Right of First Refusal."** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of a Memorandum of Agreement (the **"Memorandum of Agreement"**) to be executed by Buyer and Seller at the Closing. The purpose of the Memorandum will be to provide record notice of Seller's Repurchase Right and Seller's Right of First Refusal following the Closing. Once Buyer and Seller agree upon the form of the Memorandum of Agreement, the Memorandum of Agreement shall be executed by the parties and attached as Exhibit E hereto. If Buyer and Seller are unable to agree upon the form of the Memorandum of Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**5.9 Temporary Construction Easements.** Buyer acknowledges that the Seller shall require certain temporary construction easements over portions of the Property identified as Parcel 3 in Exhibit A for Seller's construction of the Downtown Pedestrian Bridge. The term of the Temporary Construction Easement (the **"TCE"**) shall be for a period of five (5) years from and after the Closing. Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of a TCE. Once Buyer and Seller agree upon the form of the TCE, the TCE shall be executed by the parties and attached as Exhibit F hereto. If Buyer and Seller are unable to agree upon the form of the TCE prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration. Buyer covenants and agrees that following the Closing and upon request by Seller, Buyer shall, at no cost to Seller, grant such TCEs as Seller shall require provided such TCEs shall be in the form approved by the parties as described in this Section 5.9 and as attached hereto as Exhibit F. Buyer's covenants pursuant to this Section 5.9 shall survive the Closing.

**5.10 Declaration of Use Restriction.** Buyer acknowledges that the City of Roseville's Flood Damage Prevention Ordinance, Chapter 9.80 of the Roseville Municipal Code, requires that a deed restriction be recorded against the Property that limits the use of the lower level of the building (being the portion below the base flood elevation) to the parking of vehicles, building access and storage. Buyer and Seller agree that in order to satisfy said deed restriction requirement Seller shall execute and record a Declaration of Use Restriction (the **"Declaration of Use Restriction"**) against the Property prior to the Closing. Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the Declaration of Use Restriction. Once Buyer and Seller agree upon the form of the Declaration of Use Restriction, the Declaration of Use Restriction shall be executed by the parties and attached as Exhibit G hereto. If Buyer and Seller are unable to agree upon the form of the Declaration of Use Restriction prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**5.11 Seller Completion of Structural Corrections.** Prior to the Closing, Seller shall have remedied, at Seller's sole cost and expense, the deflection of the 16' tall site retaining wall along the southeast edge of the Property as noted in the Structural Observation Report (as defined in Section 9.1(L) below).

**5.12 Performance.** Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder, and the representations and warranties of Seller contained in this Agreement shall be true on and as of the Closing with the same force and effect as if such representations and warranties were made on and as of the Closing.

**5.13 Documents and Deliveries.** All instruments and documents required on Seller's part to effectuate the Closing and the transactions contemplated hereby shall be delivered to Buyer or the Escrow Holder, as required hereby, and shall be in form and substance consistent with the requirements herein.

**5.14 Title Policy.** The Escrow Holder shall have delivered to Buyer a CLTA Owner's policy of title insurance (or an ALTA extended coverage policy, if Buyer so elects and provided Buyer pays the cost of the ALTA Survey, if required by Escrow Holder, and such election does not delay the Closing) at the Closing, insuring Buyer's fee simple title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions.

**5.15 Property Reconfiguration.** Buyer and Seller acknowledge and agree that the configuration of the Property (as described on Exhibit A and depicted on Exhibit B hereto) will need minor modification and adjustment. Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly agree upon a revised configuration of the Property and corresponding revised Exhibits A and B describing and depicting such reconfigured Property (the "**Property Reconfiguration**"). Once Buyer and Seller agree upon the Property Reconfiguration, the revised Exhibits A and B shall be executed by the parties and be attached hereto in place of the original Exhibits A and B. If Buyer and Seller are unable to agree upon the Property Reconfiguration prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**5.16 Failure of Conditions.** If any condition set forth in this Article 5 is not satisfied, or waived in writing by Buyer, at or prior to the times prescribed therein, for a reason other than the default of Buyer, then Buyer shall have the option, exercisable by written notice to Seller on or prior to the date of Closing, to terminate this Agreement, in which event all rights, obligations and liabilities of Seller and Buyer under and pursuant to this Agreement shall terminate, and Escrow Holder shall, without further notice to or from any party, and without liability therefor, cancel and terminate this Escrow, return the Deposit to Buyer and return any other funds or documents to the party depositing same, except for the Independent Consideration which shall be retained by the Seller.

**5.17 Copies of Documents and Materials.** In the event of termination of this Agreement, as a condition to the return of the Deposit to Buyer, Buyer shall promptly return to Seller all documentation delivered by Seller to Buyer and shall provide copies to Seller of all third-party plans, reports and studies obtained or developed by Buyer with respect to the Property at no cost to Seller, without any representation or warranty as to the accuracy or completeness thereof, and subject to all of the rights and interests, if any, of the parties preparing the same.



6. **Conditions of Seller's Obligations.** The Closing and Seller's obligations under this Agreement to sell the Property shall be subject to the satisfaction, prior to the times prescribed herein, of the following conditions, with Seller to retain the right to waive, in writing, in whole or in part, any of the following conditions at or prior to the time prescribed herein for approval or disapproval by Seller, and such waiver may be made by Seller at or prior to the Closing in Seller's sole and absolute discretion. Notwithstanding the foregoing, in no event shall Seller have the ability to waive the condition of obtaining the Map Act Compliance referenced in Section 5.5 above prior to the Closing.

6.1 **Map Act Compliance.** The Map Act Compliance shall have been obtained prior to the Map Act Compliance Deadline. Notwithstanding any other provision in this Agreement to the contrary, in no event shall Seller have the ability to waive the condition of obtaining the Map Act Compliance prior to the Closing. In the event Seller is unable to obtain the Map Act Compliance on or before the Map Act Compliance Deadline, Seller shall not be deemed to be in default hereunder and this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

6.2 **Parking and Access Easement Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the Parking and Access Easement Agreement. If Buyer and Seller are unable to agree upon the form of the Parking and Access Easement Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

6.3 **Lease Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the Lease Agreement. If Buyer and Seller are unable to agree upon the form of the Lease Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

6.4 **Memorandum of Agreement.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the Memorandum of Agreement. If Buyer and Seller are unable to agree upon the form of the Memorandum of Agreement prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

6.5 **Temporary Construction Easements.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the TCE. If Buyer and Seller are unable to agree upon the form of the TCE prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**6.6 Declaration of Use Restriction.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly prepare and agree upon the form of the Declaration of Use Restriction. If Buyer and Seller are unable to agree upon the form of the Declaration of Use Restriction prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise expressly provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**6.7 Performance.** Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder, and the representations and warranties of Buyer contained in this Agreement shall be true on and as of the Closing with the same force and effect as if such representations and warranties were made on and as of the Closing.

**6.8 Documents and Deliveries.** All instruments and documents required on Buyer's part to effectuate the Closing and the transactions contemplated hereby shall be delivered to Seller or the Escrow Holder, as required hereby, shall be in form and substance consistent with the requirements herein, and all funds to be deposited into the Escrow pursuant hereto shall have been timely deposited.

**6.9 Property Reconfiguration.** Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly agree upon the Property Reconfiguration. Once Buyer and Seller agree upon the Property Reconfiguration, the revised Exhibits A and B shall be executed by the parties and be attached hereto in place of the original Exhibits A and B. If Buyer and Seller are unable to agree upon the Property Reconfiguration prior to the expiration of the Feasibility Period, this Agreement shall automatically terminate and, in the event of such termination, except as otherwise provided herein, all obligations and rights of the parties hereunder shall terminate and the Deposit shall be returned to Buyer and Seller shall retain the Independent Consideration.

**6.10 Failure of Conditions.** If any conditions precedent to Seller's obligations in this Section 6 are not timely satisfied (or waived in writing by Seller), for a reason other than the default by Seller, then Seller shall have the option, exercisable by written notice to Buyer at or prior to the Closing, of declining to proceed with the Closing. In such event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate and (a) all documentation delivered to Buyer pursuant hereto shall be returned to Seller and (b) all third party reports obtained by Buyer with respect to the Property shall be delivered to Seller at no cost to Seller, if requested by Seller, without any representation or warranty as to the accuracy or completeness thereof.

## **7. Closing; Deliveries.**

**7.1 The Closing.** For purposes of this Agreement, the "Closing" shall be defined as the date that the Grant Deed is recorded in the Official Records of the County. The Closing shall occur within thirty (30) calendar days following the satisfaction of the Map Act Compliance.

**7.2 Application of Deposit.** The Deposit shall be applied to the Purchase Price.

**7.3 Seller's Documents.** At or prior to the Closing, Seller shall deposit the following into the Escrow for recordation and/or delivery to Buyer at the Closing:

A. The Grant Deed for the Property duly executed and acknowledged by Seller and in proper form for recording.

B. A certification and affidavit as required by the Foreign Investors Real Property Tax Act, as amended, and California Revenue and Taxation Code Section 18662.

C. The Parking and Access Easement Agreement duly executed and acknowledged by Seller in recordable form.

D. The Lease Agreement duly executed by the Seller.

E. The Memorandum of Agreement duly executed and acknowledged by Seller in recordable form.

F. One (1) original counterpart of the general assignment ("**General Assignment**") duly executed by Seller, in the form of, and upon the terms and conditions contained in, Exhibit H herewith.

G. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

**7.4 Buyer's Documents.** At or prior to the Closing, Buyer shall deposit the following into the Escrow for recordation and/or delivery to Seller at the Closing:

A. A wire transfer of funds (i) in the remaining amount of the Purchase Price for the Property required of Buyer under Sections 2 and 3 for delivery to Seller or to the order or account of Seller or to such other person or persons as Seller shall designate in writing; plus (ii) the amount of any and all Closing costs and expenses to be paid by Buyer hereunder.

B. The Lease Agreement duly executed by the Buyer.

C. The Parking and Access Easement Agreement duly executed and acknowledged by Buyer in recordable form.

D. The Memorandum of Agreement duly executed and acknowledged by Buyer in recordable form.

E. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

## **8. Prorations; Expenses.**

**8.1 Prorations.** All real estate and special taxes, charges and assessments affecting the Property and all charges for utilities shall be prorated on a per diem basis as of 11:59 p.m. on the day prior to the date of such Closing. If any real estate or special taxes, charges or assessments have not been fully assessed or computed as of the date of such

Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at such Closing based upon the most recently issued bills therefore and cost bills relating thereto, and shall be re-adjusted outside of the Escrow when final bills are issued.

**8.2 Expenses.** Seller and Buyer shall allocate and pay the escrow, title and closing costs as follows: (a) Seller and Buyer shall equally split the cost for title insurance equal to the premium for a CLTA Policy in the amount of the Purchase Price; (b) Buyer shall pay the cost for ALTA coverage, if requested by Buyer, and any binder or endorsements requested by Buyer; (c) Seller shall pay the documentary transfer tax required by law; (d) Escrow Holder's escrow fees and all other customary escrow fees, costs and recording costs shall be divided between Seller and Buyer according to the prevailing County custom; (e) Buyer and Seller shall each pay their own legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively.

## **9. Representations, Warranties and Covenants.**

**9.1 Seller's Representation.** In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer as follows, all of which shall survive the Closing and any investigation or knowledge of Buyer prior to the Closing, excluding, however, any investigation or knowledge of Buyer that may be discovered prior to the expiration of the Feasibility Period and any other matters that may be disclosed in writing by Seller to Buyer prior to the Closing:

A. **Seller's Authority.** Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

B. **Signatory.** The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

C. **Enforceability.** This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms:

D. **Conflicting Documents.** Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Seller is a party or affecting the Property.

E. **Proceedings.** Seller is not aware of any action, suits, proceedings or governmental investigations pending or threatened against or affecting the Property, in law or equity.

F. **Compliance with Laws.** Seller has received no notice and has no knowledge of any violation of any applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Property, including,

without limitation, any subdivision, building, use or environmental law, ordinance, rule, requirement or regulation.

G. Condemnation. Seller is not aware of any pending or threatened proceedings in eminent domain or otherwise which would affect the Property or any portion thereof.

H. Encumbrances. Seller shall not voluntarily subject any right, title and interest in or to the Property to any mortgage, pledge, lien or other hypothecation or encumbrance that is not in effect on the Effective Date, and if the Property involuntarily becomes subject to any such encumbrance, Seller shall immediately notify Buyer thereof and shall remove such encumbrance at Seller's sole cost.

I. Hazardous Materials. To Seller's knowledge, except as otherwise described in the Documents and Materials, there are no Hazardous Materials (as defined below) in existence on or below the surface of the Property, including, without limitation, contamination of the soil, subsoil or ground water, which constitutes a violation of any law, rule or regulation of any governmental entity having jurisdiction thereof. Neither Seller nor any agent of Seller has used Hazardous Materials on, from or affecting the Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, manufacture, refinement, handling, production or disposal of Hazardous Materials. For purposes of this Agreement, the term "**Hazardous Materials**" excludes asbestos but means any other flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. Sections 6901, et seq.) and in the regulations promulgated thereto, or any other federal, state or local governmental law, ordinance, rule or regulation. Seller agrees that Buyer may make inquiries of governmental and quasi-governmental entities regarding such matters, without liability to Buyer for the outcome of such discussions.

J. No Prior Transfers. Seller has not previously sold, transferred or conveyed the Property and Seller has not entered into any executory contracts for the sale of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property.

K. Floodplain. Portions of the Property are located within the FEMA regulatory floodplain and are subject to the National Flood Insurance Program and the City of Roseville's Flood Damage Prevention Ordinance, Chapter 9.80 of the Roseville Municipal Code.

L. Structural Observations. A structural observation of the concrete slab in the apparatus bay floor and the 16'-tall retaining wall along the southeast edge of the Property was performed by Interwest Consulting Group on September 17, 2009 (the "**Structural Observation Report**"). The Structural Observation Report found that the top of the 16' tall site retaining wall was found to be visibly deflected. In addition, although the concrete slab was determined not to be in distress, the evaluation recommended that the weight of each fire truck in the apparatus bays be limited to 15 tons. A subsequent report prepared by Interwest Consulting Group on November 20, 2009 determined that the apparatus bay floor was capable of supporting the original apparatus bay design loads and the weight of current fire trucks.

For the purpose of this Agreement, usage of "**to Seller's knowledge**," or words to such effect, shall mean the actual current knowledge of Chris Robles, Economic Development Director for the City of Roseville, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date.

**9.2 Buyer's Representation.** In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller as follows, all of which shall survive the Closing and any investigation or knowledge of Seller prior to the Closing:

A. **Buyer's Authority.** Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

B. **Signatory.** The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement will constitute the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

C. **Enforceability.** This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

D. **Conflicting Documents.** Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the materials breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or affecting the Property.

**9.3 Representations Generally.** Each of the representations and warranties made by Seller and Buyer in this Agreement, or in any Exhibit or on any document or instrument delivered pursuant hereto, shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as of the Closing, and shall then be true and correct in all material respects. The truth and accuracy of each of Seller's representations and warranties, and the performance of all covenants of Seller contained in this Agreement, are conditions precedent to the release of the Deposit to Seller and to the Closing.

The representing party shall notify the other party immediately of any facts or circumstances which the representing party becomes aware of after the Effective Date that are contrary to the foregoing representations and warranties contained in this Section 9. The other party, within five (5) calendar days following receipt of such notice, shall have the right to either (i) terminate this Agreement, in which case the Deposit shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) proceed with the transaction described herein, waiving such inconsistent representation(s) and warranty(ies).

**10. Right of Entry; Construction of Buyer Improvements.** Seller acknowledges and agrees that, pursuant to the terms and conditions set forth in this Section 10, Buyer and Buyer's Agents shall be permitted to enter upon the Property (in addition to the right of entry pursuant to Section 5.3.B above) prior to the Closing and perform certain physical improvements (the "**Buyer Improvements**") thereto in anticipation of Buyer's use of the Property following the Closing. Except as otherwise expressly provided herein, Buyer's right of entry pursuant to this Section 10 shall be subject to all of the terms and conditions specified in Section 5.3.B relative to Buyer's due diligence right of entry. Seller shall provide Buyer with written notice of when Buyer's right of entry pursuant to this Section 10 shall commence, provided, however, it shall commence no later than April 1, 2017, in all events. Prior to Buyer commencing construction of any Buyer Improvements prior to the Closing, Buyer shall: (1) obtain Seller's written approval of the plans and specifications for such Buyer Improvements, which approval shall not be unreasonably withheld, conditioned or delayed by Seller; and (2) obtain all required permits and construction approvals.

Buyer shall be responsible for all costs and expenses associated with the construction of the Buyer Improvements, including but not limited to any modifications needed to the lower level of the existing building in order to achieve compliance with the National Flood Insurance Program and the City of Roseville's Flood Damage Prevention Ordinance, Chapter 9.80 of the Roseville Municipal Code. Seller acknowledges and agrees that in the event the Closing fails to occur for any reason other than a Buyer default, Buyer shall have no obligation to remove any Buyer Improvements constructed on the Property prior to the termination of this Agreement. Buyer acknowledges and agrees that Seller is granting Buyer early access to the Property to construct the Buyer Improvements at Buyer's own risk and if Buyer elects to construct any Buyer Improvements upon the Property prior to the Closing and the Closing fails to occur for any reason, Buyer shall surrender such Buyer Improvements upon the termination of this Agreement and Seller shall have no obligation to reimburse Buyer for any expenses Buyer incurred in connection with the construction of the Buyer Improvements.

Buyer covenants and agrees that Buyer and/or Buyer's Agents shall maintain in full force and effect the following policies of insurance during any entry upon the Property by Buyer and/or Buyer's Agents to perform construction of any Buyer Improvements pursuant to this Section 10.

**COVERAGE**

**LIMITS OF LIABILITY**

Workers Compensation

Statutory

Commercial General Liability

Bodily Injury:  
\$2,000,000 each occurrence  
\$4,000,000 aggregate

Property Damage:  
\$2,000,000 each occurrence

Personal Injury:  
\$2,000,000 each occurrence  
\$4,000,000 aggregate

Automobile liability

\$2,000,000 combined single limit

Buyer and/or Buyer's Agent shall submit certificates evidencing such coverage in a form satisfactory to the City Attorney of Seller, prior to undertaking any work associated with performance of the Buyer Improvements pursuant to this Section 10. Separate endorsement forms showing Seller, its officers, agents and employees as additional named insureds, except for Workers' Compensation, shall also be provided. Such insurances shall specifically cover the contractual liability of Buyer and Buyer's Agents. The coverages shall be primary as to such additional insureds and no coverage of the Seller shall be called upon to contribute to a loss. 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. Said certificates shall provide at least thirty (30) calendar days' written notice to Seller prior to cancellation or modification of any insurance required by this Section 10. Buyer and Buyer's Agents shall furnish certificates for the period covered by this Section 10. Any insurance written on a claims-made basis is subject to the approval of the City Attorney of Seller. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Buyer nor Buyer's Agents of liability in excess of such coverages, nor shall it preclude Seller from taking such other actions as are available to it under any other provisions of this Agreement or law.

**11. Remediation.** Buyer and Seller acknowledge the existence of certain underground and above ground fuel storage tanks located on the Property, as is more fully disclosed in the Documents and Materials (collectively, the "**Environmental Condition**"). Seller shall contract to remove and remediate the underground fuel storage tank as required pursuant to California Code of Regulations (CCR) Title 23, Sections 2670 and 2672 (the "**Underground Environmental Remediation**"). The Underground Environmental Remediation shall be completed by Seller within ninety (90) calendar days of vacating the portion of the Property subject to the Lease Agreement described in Section 5.7.

Buyer shall reimburse Seller for the Seller's actual costs incurred in connection with having the Underground Environmental Remediation performed (the "**Remediation Costs**") up to ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Seller shall provide Buyer with invoices for the work performed by a contractor(s) performing the Underground Environmental Remediation, which invoices shall show tasks performed and total billing charge. Seller shall provide such additional, supporting or clarifying information as Buyer reasonably requests. Buyer shall address to Seller any questions regarding any contractor costs as soon as possible but in no event more than fourteen (14) calendar days after receipt of the invoice and any supporting or clarifying information. Buyer shall pay Seller within thirty (30) calendar days after receipt of the invoices all amounts not questioned by Buyer. Seller shall investigate with its contractor(s) any issues raised by Buyer and adjustments shall be made where determined appropriate by Seller. If Buyer believes Seller did not make appropriate adjustments, Buyer shall nevertheless pay all amounts demanded by Seller but shall have the right to do so under protest and shall retain the right to contest such billings. If Buyer fails to provide timely payments in full, Seller may, after ten (10) calendar days' written notice to Buyer, direct its contractor(s) to stop work. Notwithstanding the foregoing, Seller acknowledges and agrees that Seller shall be solely responsible for any Remediation Costs in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

Seller shall at its own costs remove and remediate as required the above ground fuel storage tank within thirty (30) calendar days of vacating the portion of the Property subject to the Lease Agreement described in Section 5.7.



The parties' rights and obligations under this Section 11 shall survive the Closing and recordation of the Grant Deed.

**12. Seller Indemnification for Environmental Conditions and Hazardous Materials.** Except for Buyer's required contributions for Remediation Costs pursuant to Section 11 above, Seller shall indemnify, defend and hold Buyer harmless from and against any and all direct or third party claims, demands, actions, liabilities, costs, expenses (including reasonable court costs and attorneys' fees), damages, losses, penalties, fines and obligations of any nature arising from, relating to, or as a result of (i) the Environmental Condition, or (ii) the presence of any other Hazardous Materials on or below the surface of the Property in existence thereon prior to the Closing. The provisions of this Section 12 shall survive the Closing and the recordation of the Grant Deed.

**13. Seller Post-Closing Covenant Regarding Offsite Parking.** Seller acknowledges the Buyer's need to utilize offsite surface parking on public streets located in the vicinity of the Property, as well as offsite parking located within Seller's adjacent multi-level parking structure, to adequately provide sufficient parking for Buyer's intended use of the Property following the Closing. The aforementioned offsite parking, together with any offsite parking provided by subsequently constructed public parking facilities in the vicinity of the Property, shall be collectively referenced herein as "**Offsite Parking**." Seller further acknowledges that Buyer and Buyer's invitees of the Property shall have the same rights to use the Offsite Parking as the public at large will have. The parties anticipate that the Offsite Parking shall sufficiently accommodate Buyer's parking requirements following the Closing. Notwithstanding the foregoing, Seller covenants and agrees that if, following the Closing, Seller becomes aware of any potential shortage in the availability of the Offsite Parking to Buyer due to a special event or any other anticipated or actual shortage, Seller shall provide prior written notice to Buyer of such potential shortage, and shall use best efforts to assist Buyer in accommodating the offsite parking needs of Buyer and Buyer's invitees to the Property. Seller's covenants and obligations set forth in this Section 13 shall survive the Closing.

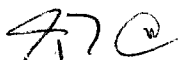
**14. Repurchase Right.** In the event Buyer does not expend a minimum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in Improvement Costs (as defined below) to the Property within twenty-four (24) months of the Closing, the Seller shall have the right to repurchase the Property for the Repurchase Price (as defined below). The term "**Improvement Costs**" as used in this Section 14 shall mean any and all hard costs associated with improvements to the Property (including, without limitation, costs for demolition of existing improvements and structures, asbestos abatement and removal, and the construction of new tenant improvements). Seller shall be required to exercise the repurchase right provided in this Section 14 (the "**Repurchase Right**"), if it elects in its sole discretion to do so, by providing Buyer with written notice of such exercise (the "**Repurchase Notice**") within sixty (60) calendar days following the twenty-fourth (24th) month after the Closing, with the closing of such repurchase to occur within a reasonable period of time (not to exceed forty-five (45) calendar days) following Seller's delivery of the Repurchase Notice. If Seller fails to provide the Repurchase Notice within the time period provided above, Seller's Repurchase Right shall lapse and be of no further effect. The term "Repurchase Price" as used in this Section 14 shall mean the sum of: (i) the purchase price originally paid by Buyer hereunder, together with interest thereon accruing from and after the Closing at the prime rate of interest per annum published in the Wall Street Journal plus two percent (2%) (the "Interest Rate"); (ii) the Remediation Costs Buyer paid to Seller; and (iii) all Improvement Costs incurred by Buyer. If Seller exercises the Repurchase Right pursuant to this Section 14: (i) Seller shall be responsible for all title, escrow and closing costs associated with such repurchase of the Property, and (ii) Buyer shall be

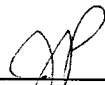
required to convey fee simple title to the Property to Seller subject only to the Permitted Exceptions together with any additional encumbrances on title that have been previously approved by Seller in Seller's reasonable discretion. At the Closing, the Memorandum of Agreement shall be recorded against the Property which shall provide third parties with record notice of Seller's Repurchase Rights. The provisions of this Section 14 shall survive the Closing and the recordation of the Grant Deed.

**15. Right of First Refusal.** For a period of five (5) years following the Closing (the "**Right of First Refusal Period**"), Seller shall have the right of first refusal to purchase the Property upon the terms and conditions of this Section 15 (the "**Right of First Refusal**"). If at any time during the Right of First Refusal Period Buyer receives from any third party a bona fide offer to purchase the Property at a price and on terms acceptable to Buyer in its sole and absolute discretion, Buyer shall provide Seller with written notice of such offer (the "**Offer Notice**") which Offer Notice shall include the details of the terms and conditions of the offer. Seller shall have the right to purchase the Property on the same terms and conditions as provided in the Offer Notice by: (i) providing a non-binding written notice by the Roseville City Manager to Buyer declaring Seller's interest to exercise such right (the "**Notice of Interest**") within fifteen (15) calendar days following Seller's receipt of the Offer Notice, and (ii) executing and delivering the Right of First Refusal Purchase Agreement (as defined below) to Buyer within sixty (60) calendar days following Buyer's delivery of the Right of First Refusal Purchase Agreement to Seller. If Seller delivers a Notice of Interest to Buyer as provided above, Buyer shall, within fifteen (15) calendar days thereafter, deliver a formal purchase and sale agreement memorializing the terms and conditions contained in the Offer Notice (the "**Right of First Refusal Purchase Agreement**") to Seller. If Seller exercises the Right of First Refusal pursuant to this Section 15, Seller's reacquisition of the Property shall close within thirty (30) calendar days following the parties' full execution of the Right of First Refusal Purchase Agreement. If Seller fails to supply either the Notice of Interest or the executed Right of First Refusal Purchase Agreement within the time periods prescribed above, Buyer shall be free to sell the Property on the terms and conditions set forth in the Offer Notice for a period of six (6) months after the Offer Notice is delivered to Seller. In the event of a material change in the terms of the offer stated in the Offer Notice to the detriment of Buyer, or, if Buyer does not sell the Property on the terms stated in the Offer Notice within six (6) months of the date of the Offer Notice, any further transaction involving a sale of the Property during the Right of First Refusal Period shall be deemed a new determination by the Buyer to sell and convey the Property and the provisions of this Section 15 shall be applicable. If the Property is sold to any third party during the Right of First Refusal Period, then the provisions of this Section 15 and Seller's Right of First Refusal shall thereafter be of no further force or effect. At the Closing, the Memorandum of Agreement shall be recorded against the Property which shall provide third parties with record notice of Seller's Right of First Refusal. The provisions of this Section 15 shall survive the Closing and the recordation of the Grant Deed.

**16. Remedies for Buyer's Default.** IN THE EVENT BUYER BREACHES OR FAILS TO PERFORM ITS OBLIGATION TO PURCHASE THE PROPERTY UNDER THIS AGREEMENT THEN SELLER SHALL, AS ITS SOLE AND EXCLUSIVE REMEDY THEREFOR, BE ENTITLED TO RECEIVE THE AMOUNT OF THE DEPOSIT DELIVERED BY BUYER TO ESCROW HOLDER AT THE TIME OF BUYER'S BREACH OF DEFAULT AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY) IN LIEU OF, AND AS FULL COMPENSATION FOR, ALL OTHER RIGHTS OR CLAIMS OF SELLER AGAINST BUYER BY REASON OF SUCH DEFAULT. DELIVERY TO AND RETENTION OF THE DEPOSIT BY SELLER SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT OR BREACH BY BUYER, AND SELLER WAIVES ANY AND ALL RIGHT TO SEEK

OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON SUCH RETENTION BY SELLER OF THE DEPOSIT DUE TO BUYER'S BREACH OR DEFAULT, THIS AGREEMENT SHALL TERMINATE AND THE PARTIES SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS AND LIABILITIES HEREUNDER, EXCEPT AS EXPRESSLY SET FORTH HEREIN. BY INITIALING THIS AGREEMENT AT THE END OF THIS SECTION, BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER RESULTING FROM BUYER'S BREACH WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY ACCURACY, AND THAT THE LIQUIDATED DAMAGE AMOUNT SET FORTH IN THIS SECTION REPRESENTS BOTH PARTIES' EFFORTS TO APPROXIMATE SUCH POTENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, THE INDEMNITY PROVISIONS CONTAINED IN SECTIONS 5.3.B AND 18 AND THE ATTORNEYS' FEES PROVISIONS CONTAINED IN SECTION 22.10 SHALL NOT BE SUBJECT TO THE LIQUIDATED DAMAGES PROVISIONS CONTAINED IN THIS SECTION 16.

  
Buyer's Initials

  
Seller's Initials

17. **Further Assurances.** Seller and Buyer each agrees to perform such other acts, and to execute, acknowledge and deliver, prior to, at or subsequent to the Closing, such other instruments, documents and other materials as the other may reasonably request and as shall be necessary in order to effect the consummation of the transactions contemplated hereby.

18. **Brokers.** The parties acknowledge that, as to each of them, neither party has been represented by a broker or finder in connection with this transaction. Each party agrees to indemnify, defend, and hold the other party harmless from any real estate commissions, finder's fee, and any and all costs and expenses of investigating and defending any such claims (including attorneys' fees) incurred by the indemnified party or payable to any broker or finder which the indemnifying party may have engaged or is claimed to have engaged in connection with this transaction. The parties' indemnification obligations contained in this Section 18 shall survive the termination of this Agreement and/or the Closing.

19. **Possession.** Possession of the Property shall be surrendered to Buyer at the Closing, subject only to the Permitted Exceptions.

20. **Notices.** All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

**20.1 If to Seller:**

City of Roseville  
Attention: City Manager  
311 Vernon Street  
Roseville, CA 95678  
E-mail: [citymanager@roseville.ca.us](mailto:citymanager@roseville.ca.us)

with a copy to:

City Attorney  
City of Roseville  
311 Vernon Street  
Roseville, CA 95678  
E-mail: [attorney@roseville.ca.us](mailto:attorney@roseville.ca.us)

**20.2 If to Buyer:**

The University Development Foundation  
Attention: Kyriakos Tsakopoulos  
7700 College Town Drive, #218  
Sacramento, CA 95826  
Facsimile No.: (916) 383-0552  
E-mail: [kt@ktsakopoulos.com](mailto:kt@ktsakopoulos.com)

with a copy to:

Hefner, Stark & Marois, LLP  
Attention: Timothy D. Taron, Esq.  
2150 River Plaza Drive, Suite 450  
Sacramento, CA 95833-4136  
Facsimile No.: (916) 925-1127  
E-mail: [ttaron@hsmlaw.com](mailto:ttaron@hsmlaw.com)

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or e-mail transmission. Any notice given by facsimile or e-mail transmission shall be deemed given on the day sent, provided it is sent on a business day during normal business hours, otherwise it will be deemed sent on the next business day. Any notice given by registered or certified mail, return receipt requested, shall be deemed to have been given on the date receipt was acknowledged to the postal authorities. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

**21. Escrow Holder.** Escrow Holder shall hold the Deposit and otherwise handle the escrow contemplated by this Agreement, in accordance with the terms and provisions of escrow instructions to be given to Escrow Holder by the parties that are consistent with this Agreement.

## **22. Miscellaneous.**

**22.1 Assignability.** Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without the prior written consent thereto by Seller, which shall not be unreasonably withheld, conditioned or delayed, provided however, in case of any assignment Buyer shall not be released from any of its obligations hereunder. Buyer shall deliver prior written notice to Seller of any such proposed assignment and shall provide reasonable documentation prior to such assignment becoming effective.

**22.2 Governing Law; Parties in Interest.** This Agreement shall be governed by the law of the State of California and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

**22.3 Recording.** Prior to the Closing, neither this Agreement nor any notice or memorandum hereof shall be recorded in any public record. A violation of this prohibition shall constitute a material breach of this Agreement. As provided herein, upon the Closing, the Memorandum of Agreement shall be recorded against the Property.

**22.4 Time of the Essence.** Time is of the essence of this Agreement.

**22.5 Headings.** The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**22.6 Counterparts.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be delivered by facsimile transmission.

**22.7 Counting of Days.** If a party is required to complete the performance of an obligation under this Agreement by a date certain and such date is a Saturday, Sunday, or a State or Federal holiday (collectively, a "**Nonbusiness Day**"), then the date for the completion of such performance will be the next succeeding day that is not a Nonbusiness day.

**22.8 Exhibits.** All Exhibits which are referred to herein and which are attached hereto or bound separately and executed by the parties are expressly made and constitute a part of this Agreement.

**22.9 Entire Agreement; Amendments.** This Agreement and the Exhibits attached hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

**22.10 Attorneys' Fees; Venue.** If there is any legal action or proceeding between Seller and Buyer arising from or based upon this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements incurred by the prevailing party in such action or proceeding and in any appeal in connection therewith, and such costs, expenses, attorneys' fees and disbursements shall be included in and as part of such judgment. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

**22.11 Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any permit or other necessary approval), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

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

(Remainder of page intentionally left blank.)

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. 17-104, adopted by the Council of the City of Roseville on the 15th day of March, 2017, and Buyer has caused this Agreement to be executed.

**SELLER:**

CITY OF ROSEVILLE, a  
municipal corporation

BY: Jay Panzica  
ROBJENSEN  
City Manager

**ATTEST:**

BY: Sonia Orozco  
SONIA OROZCO  
City Clerk

**APPROVED AS TO FORM:**

BY: Robert R. Schmitt  
ROBERT R. SCHMITT  
City Attorney

**APPROVED AS TO SUBSTANCE:**

BY: Chris Robles  
CHRIS ROBLES  
Economic Development Director

**BUYER:**

UNIVERSITY DEVELOPMENT  
FOUNDATION, a non-profit public benefit  
corporation

BY: Mark Enes  
its: Mark Enes, Treasurer

and

BY: Giorgos Tsakopoulos  
its: Giorgos Tsakopoulos President/CEO

### List of Exhibits

- Exhibit "A" - Legal Description of the Property
- Exhibit "B" - Map Depicting the Property
- Exhibit "C" - Form of Parking and Access Easement Agreement
- Exhibit "D-1" - Map Depicting Lease Area
- Exhibit "D-2" - Form of Lease Agreement
- Exhibit "E" - Form of Memorandum of Agreement
- Exhibit "F" - Form of TCE
- Exhibit "G" - Form of Declaration of Use Restriction
- Exhibit "H" - Form of General Assignment



### ACCEPTANCE BY ESCROW HOLDER

The undersigned Escrow Holder hereby acknowledges that it has received a fully-executed counterpart of the foregoing Purchase and Sale Agreement and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

PLACER TITLE COMPANY

Date: \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the Property**

(see attached)

**EXHIBIT "A"**  
**Project Parcel # 01**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

**Beginning** at the most northwesterly corner of the lands described in the Grant Deed to CITY OF ROSEVILLE, recorded April 29, 1976 in Book 1721, at Page 338 also being at a point on the southerly line of the Alley as shown on the Map titled "Fractional Part of Block No 16" recorded in Book C, at Page 88, Placer County Records; thence along said southerly line North 29°14'51" East, 134.55 feet; thence leaving said southerly line, South 45°15'56" East, 45.39 feet; thence North 44°44'04" East, 14.61 feet; thence South 45°25'04" East, 126.61 feet; thence South 18°13'43" West, 103.26 feet; thence North 61°15'29" West, 189.49 feet to the **Point of Beginning**.

Containing 0.50 acres or 21,624 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

**EXHIBIT "A"**  
**Project Parcel # 02**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

**Beginning** at a point which bears South 44°46'39" East, 4.40 feet from the most westerly corner of Lot 10 as shown on the Map titled "Fractional Part of Block No 16" recorded in Book C, at Page 88, Placer County Records; thence North 53°52'55" East, 26.60 feet; thence North 45°22'57" East, 64.28 feet; thence North 55°33'55" East, 12.05 feet; thence North 44°42'21" East, 118.67 feet; thence South 45°17'41" East, 22.01 feet; thence North 44°42'19" East, 39.27 feet to the beginning of a non-tangent curve concave to the north, having a radius of 55.00 feet and a chord bearing North 88°29'58" East, 45.83 feet; thence easterly through a central angle of 49°14'23", 47.27 feet along said curve; thence South 45°19'41" East, 66.69; thence South 17°12'19" West, 133.70 feet; thence South 25°22'41" West, 142.03 feet; thence South 17°08'12" West, 62.97 feet; thence North 45°25'04" West, 126.61 feet; thence South 44°44'04" West, 14.61 feet; thence North 45°15'56" West, 45.39 feet to the southerly line of the Alley as shown on said map; thence along said southerly line, North 29°14'51" East, 30.19 feet to the easterly line of said Alley; thence along said easterly line, North 44°46'39" West, 85.53 feet the **Point of Beginning**.

Containing 1.30 acres or 56,707 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

**EXHIBIT "A"**  
**Project Parcel # 03**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

**Beginning** at Engineers Station 105+50, 73.68 as shown on the map filed with Caltrans as 002375R in District 3, Placer County, Route 3, Sheet 1 of 9; thence South 72°33'09" East, 38.49 feet; thence South 38°04'33" West, 159.37 feet; thence South 15°48'29" West, 37.47 feet; thence North 45°19'41" West, 103.95 feet to the southerly line of Oak Street; thence along said southerly line, North 44°42'21" East, 156.42 feet; thence leaving said southerly line, South 72°33'09" East, 37.37 feet to the **Point of Beginning**.

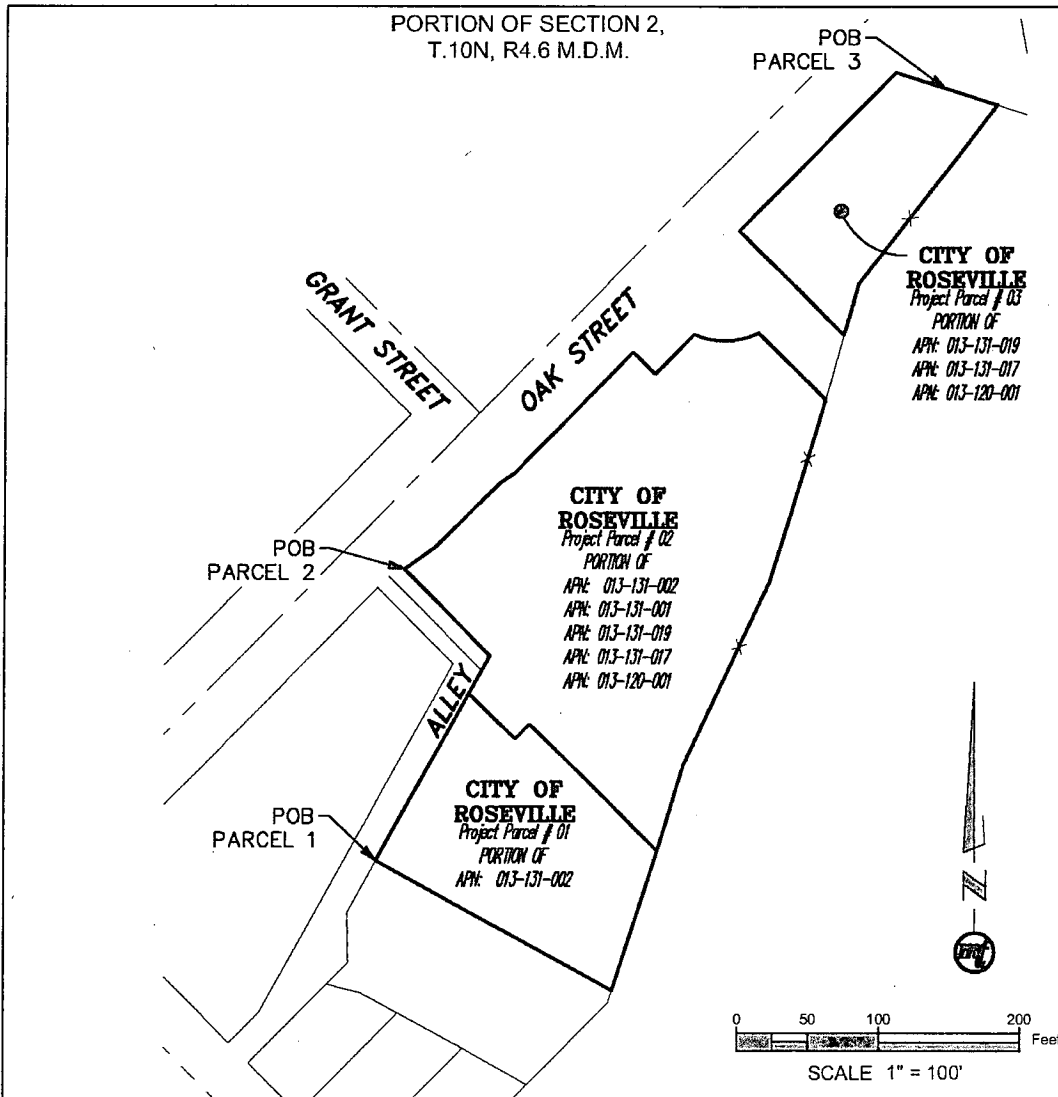
Containing 0.32 acres or 14,077 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

**EXHIBIT B**

**Map Depicting the Property**

(see attached)



BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 1991.35, ZONE (2). DISTANCES ARE IN US SURVEY FEET, MULTIPLY THE DISTANCES SHOWN ABOVE BY 1.00007 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 4



Mark  
Thomas &  
Company  
Inc.

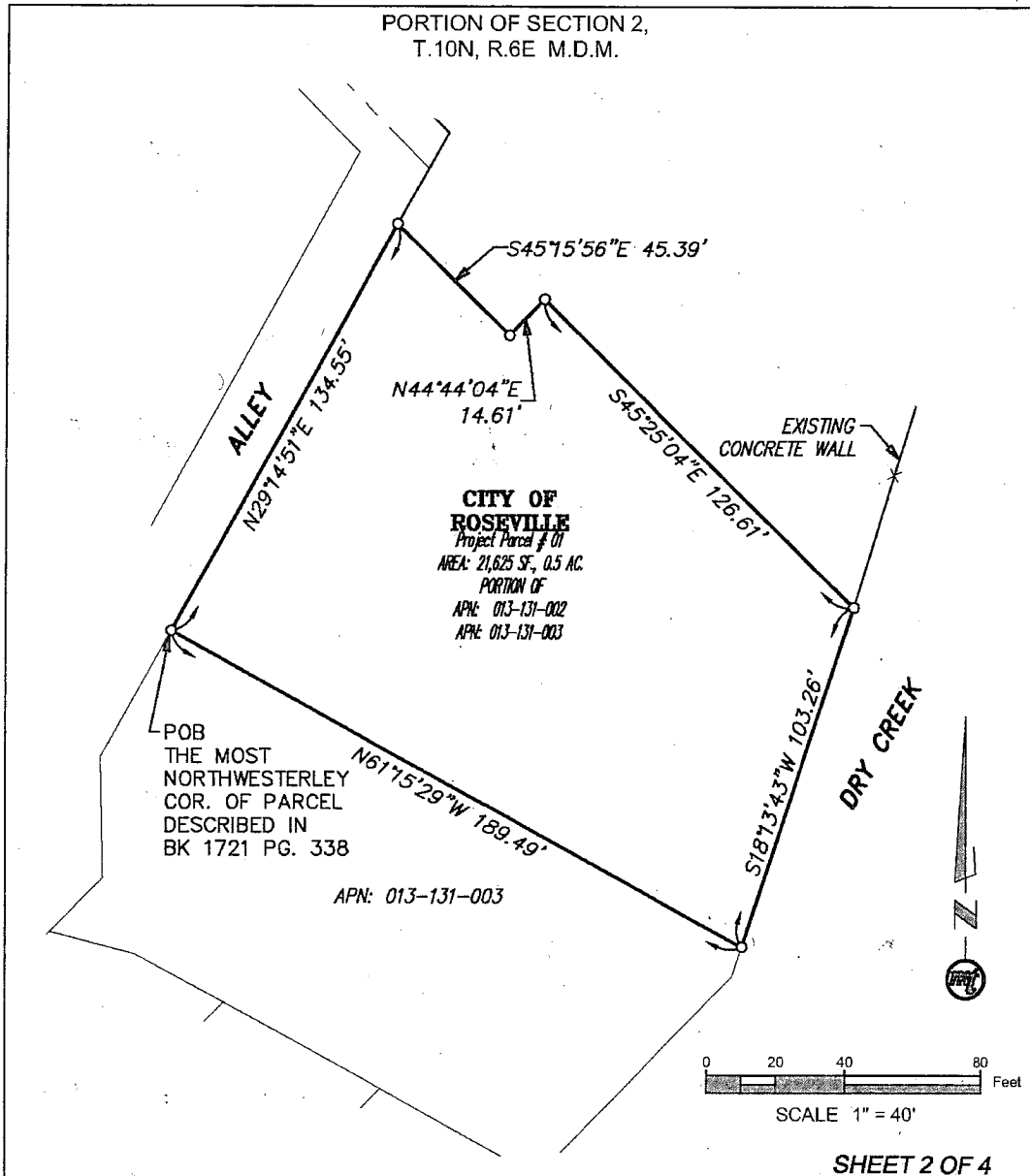
Scale: 1" = 100'  
Date Dec. 2016  
Drawn By CMD  
Checked By MJS

Exhibit B  
Project Parcel #01, 02, & 03

Plat to Accompany Legal Description  
In the City of Roseville  
Placer County, California



J:\ROSEVILLE-SA-16155-FIRESTATION NEW PARCEL\SURVEY\PRODUCTION FILES\EXHIBITS\RFS-CONCEPTUAL PARCELS.DWG 2015-12-15 CDAMS



Mark  
Thomas &  
Company  
Inc.

Scale: 1" = 40'  
Date Dec. 2016  
Drawn By SRM  
Checked By BGB

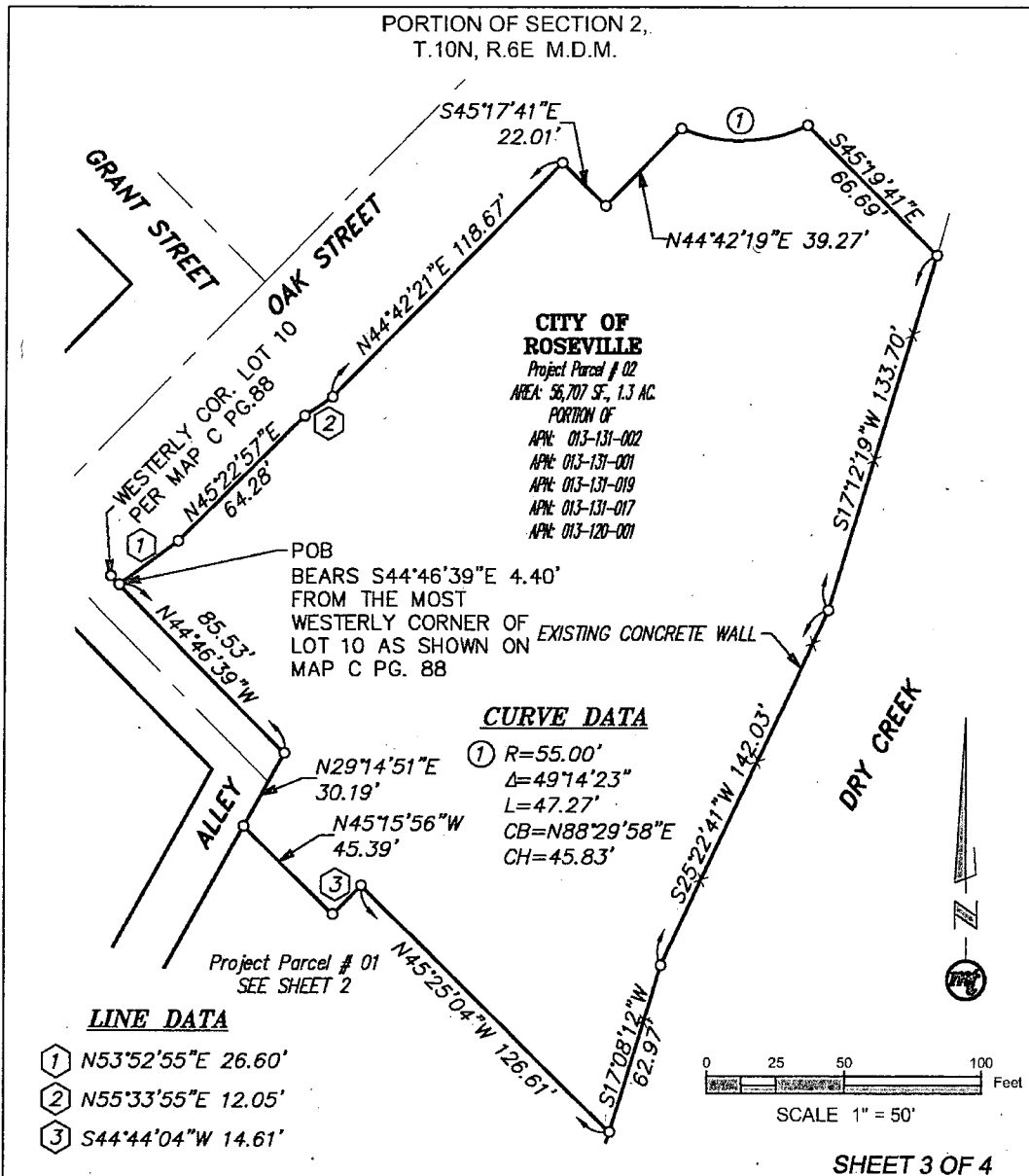
### Exhibit B Project Parcel #01

Plat to Accompany Legal Description  
In the City of Roseville  
Placer County, California



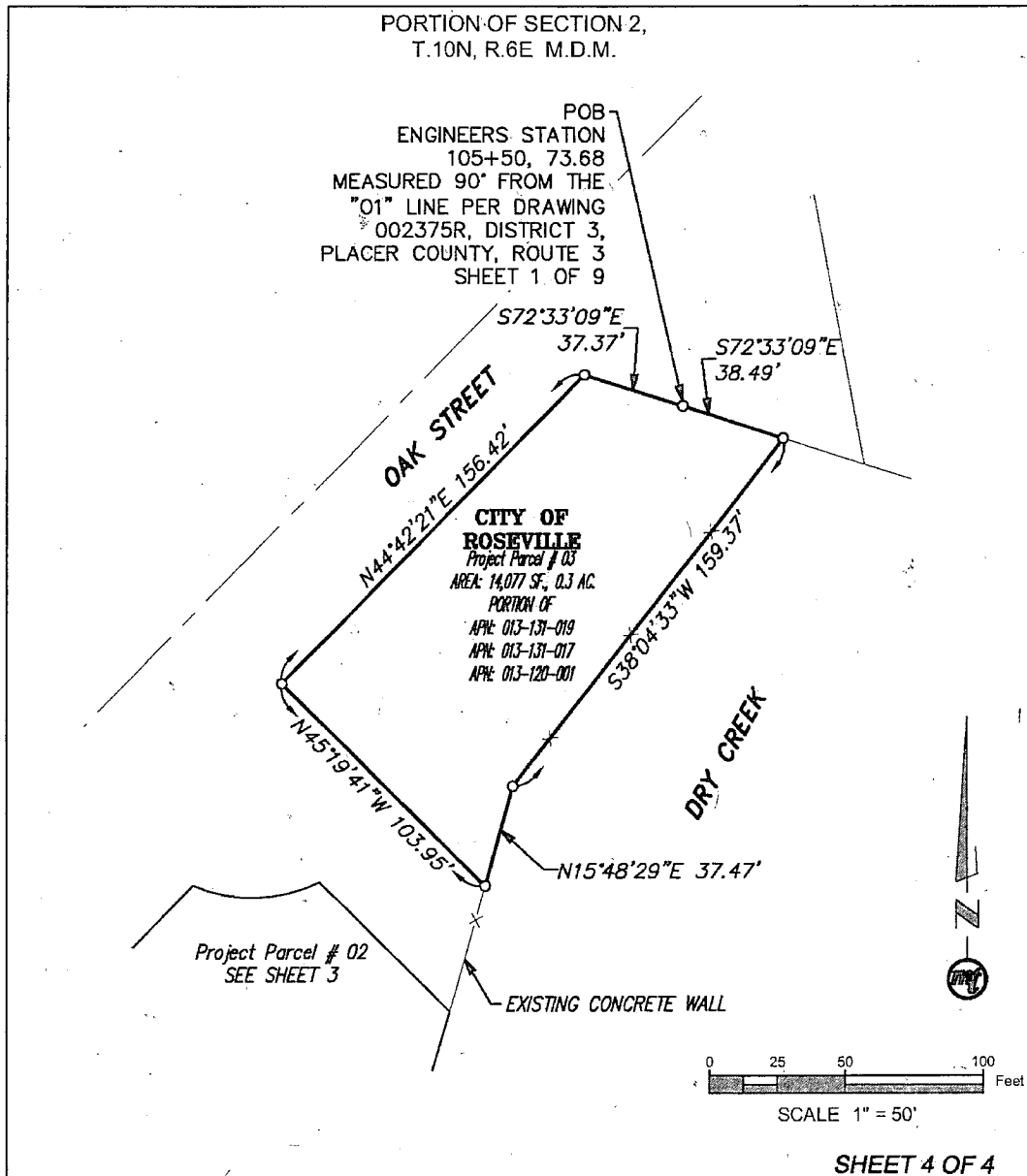
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|                                                                                                                                                                                                                     |                                                                                                                                               |                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>Mark<br/>Thomas &amp;<br/>Company<br/>Inc.</p> <p>Scale: 1" = 50'<br/>Date Dec. 2016<br/>Drawn By SRM<br/>Checked By BGB</p> | <p>Exhibit B<br/>Project Parcel #02</p> <p>Plat to Accompany Legal Description<br/>In the City of Roseville<br/>Placer County, California</p> | <br><p>CITY OF<br/><b>ROSEVILLE</b><br/>CALIFORNIA</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|

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Scale: 1" = 50'  
Date Dec. 2016  
Drawn By SRM  
Checked By BGB

### Exhibit B Project Parcel #03

Plat to Accompany Legal Description  
In the City of Roseville  
Placer County, California



J:\ROSEVILLE-SA-16155-FIRE STATION NEW PARCEL\SURVEY\PRODUCTION FILES\EXHIBITS\RFS-CONCEPTUAL PARCELS.DWG 2015-12-15 CDAMS

## EXHIBIT C

### **Form of Parking and Access Easement Agreement**

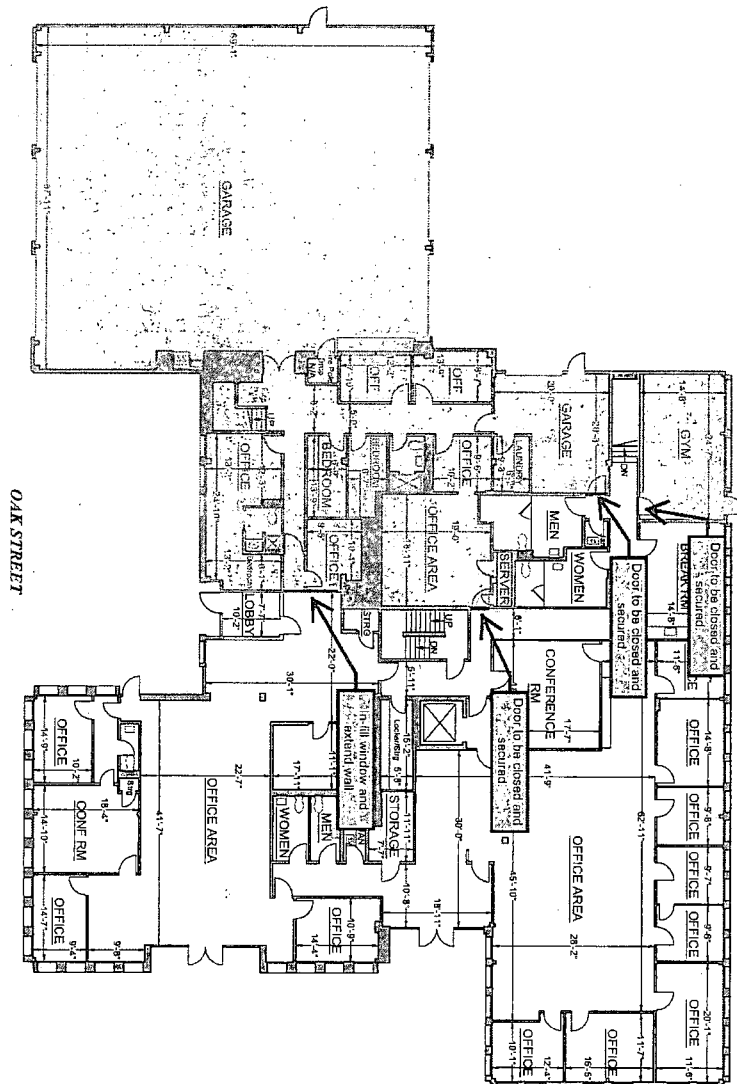
(to be attached prior to the expiration of the Feasibility Period)

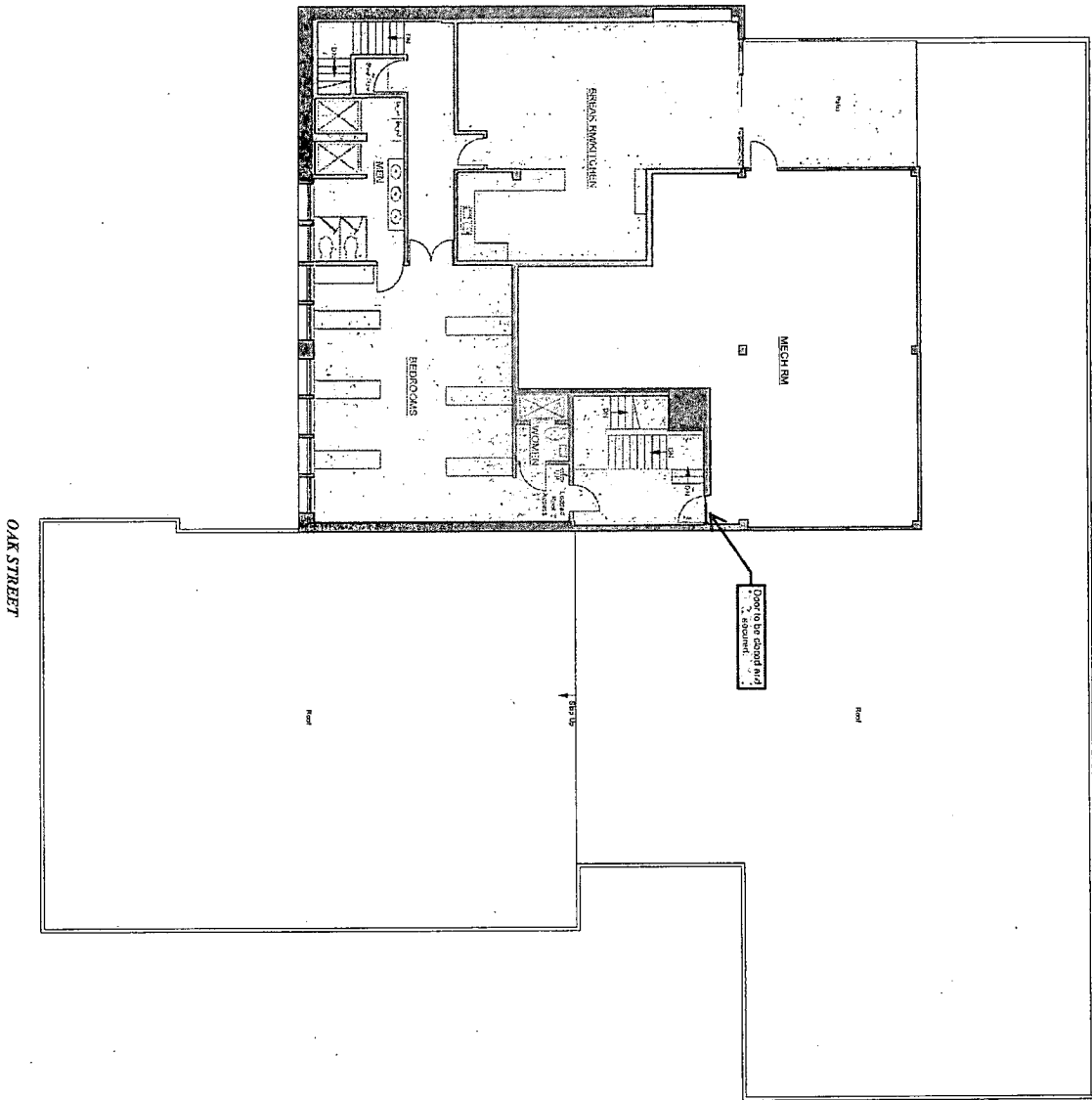
**EXHIBIT D-1**

**Map Depicting Lease Area**

(see attached)

401 OAK STREET  
ROSEVILLE, CA





401 OAK STREET  
ROSEVILLE, CA  
SECOND FLOOR  
FLOOR PLAN

**EXHIBIT D-2**

**Form of Lease Agreement**

(to be attached prior to the expiration of the Feasibility Period)

## EXHIBIT E

### Form of Memorandum of Agreement

(to be attached prior to the expiration of the Feasibility Period)



**EXHIBIT F**

**Form of TCE**

(to be attached prior to the expiration of the Feasibility Period)

## EXHIBIT G

### Form of Declaration of Use Restriction

(to be attached prior to the expiration of the Feasibility Period)

## EXHIBIT H

### General Assignment

#### GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("**Assignment**") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by THE CITY OF ROSEVILLE, a municipal corporation (the "**Assignor**"), in favor of UNIVERSITY DEVELOPMENT FOUNDATION, a non-profit public benefit corporation ("**Assignee**"), in connection with that certain Purchase and Sale Agreement between Assignor as the "Seller" and Assignee as the "Buyer" dated as of \_\_\_\_\_, 2017, as the same has been or may be amended (the "**Purchase Agreement**") pursuant to which Assignor agreed to sell to Assignee the "Property" described therein. Unless otherwise expressly defined herein, all initially capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and arising out of the Property and/or development entitlements related to the Property (including any pending applications), including, but not limited to, any and all reports, studies, permits, licenses, rights of way, plans, maps, site plans, drawings, specifications, surveys, consultant work product, warranties, guaranties, agreements, contracts, development agreements, settlement agreements, subdivision improvement agreements, utility rights, development rights, approvals, entitlements, indemnities, claims, actions or defenses, governmental permits, certifications, licenses, variances, specific plan amendments, variances, site plans, general plan amendments, maps, negative declarations, environmental impact reports, CEQA findings and determinations, will serve letters and all similar rights related to the Property, whether granted by governmental or quasi-governmental authorities or private persons or entities.

2. Further Assurances. Assignor shall execute and deliver to the Assignee any additional instrument or other document that Assignee reasonably requests to evidence the assignment of the assigned rights hereunder promptly upon request. Assignor shall cooperate and assist Assignee in obtaining any consents required to effectuate this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the year and date first above written.

THE CITY OF ROSEVILLE,  
a municipal corporation

By: \_\_\_\_\_  
ROB JENSEN  
City Manager  
City of Roseville



City Clerk  
311 Vernon Street  
Roseville, California 95678-2649

March 17, 2017

Kyriakos Tsakopoulos  
The University Development Foundation  
7700 College Town Drive, Suite 218  
Sacramento, CA 95826

RE: PURCHASE AND SALE AGREEMENT

At the meeting of March 17, 2017 the City Council adopted a resolution authorizing the City Manager to execute the agreement referenced above. The fully executed agreement is enclosed along with a certified copy of authorizing Resolution No. 17-104.

If you have any questions, please contact Economic Development Manager Laura Matteoli at (916) 774-5284.

SONIA OROZCO, CMC  
CITY CLERK

By:

A handwritten signature in cursive script that reads "Judy Moore".

Judy Moore  
City Clerk Technician

Cc: Attorney  
Laura Matteoli/Economic Development  
Timothy D. Taron/Hefner, Stark & Marois, LLP

RESOLUTION NO. 17-105

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

WHEREAS, a professional design services agreement regarding downtown surveying services, by and between the City of Roseville and Mark Thomas & Company, Inc. has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said 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 15<sup>th</sup> day of March, 2017, by the following vote on roll call:

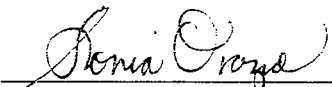
AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Rohan

  
VICE MAYOR

ATTEST:

  
City Clerk

## PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Downtown Surveying Services

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of March, 2017,  
by and between the City of Roseville, a municipal corporation ("CITY"), and Mark Thomas &  
Company, Inc., a California corporation ("CONSULTANT "); and

### W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of surveying services  
in downtown Roseville including boundary resolution of City-owned lots, preparation of a  
FEMA elevation certificate for 401 Oak Street, and preparation of tentative and final maps; and

WHEREAS, CONSULTANT has prepared a proposal dated December 6, 2016, which  
describes the scope of work to be performed by CONSULTANT, the budget for the work, and  
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of  
services as described in EXHIBIT "A," attached hereto and incorporated herein by this  
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a lump sum basis as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed thirty-nine thousand, eight hundred fifty-five dollars (\$39,855).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

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

| <u>COVERAGE</u>                               | <u>LIMITS OF LIABILITY</u>                                                                                                       |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation                         | Statutory                                                                                                                        |
| Commercial General Liability                  | \$2,000,000 each occurrence<br>\$4,000,000 aggregate<br>Personal Injury:<br>\$2,000,000 each occurrence<br>\$4,000,000 aggregate |
| Automobile Liability                          | \$1,000,000 combined single limit                                                                                                |
| Professional Liability (errors and omissions) | \$2,000,000 per claim<br>\$4,000,000 aggregate                                                                                   |

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

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



insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

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

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

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

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

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

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

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

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

CITY OF ROSEVILLE

Chris Robles  
Economic Development Director  
311 Vernon Street  
Roseville, CA 95678

CONSULTANT

Brandon Benton, PLS  
Project Manager  
7300 Folsom Boulevard, Suite 203  
Sacramento, CA 95826

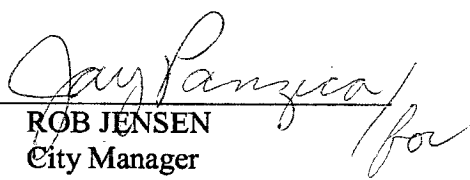
Either party may amend its address for notice by giving notice to the other party in writing.

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. 17-105, adopted by the Council of the City of Roseville on the 15th day of March, 2017, and CONSULTANT has caused this Agreement to be executed.

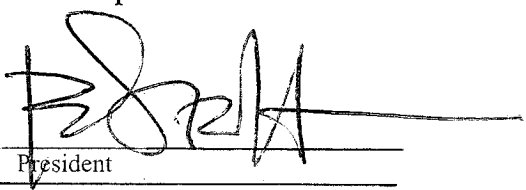
CITY OF ROSEVILLE, a  
municipal corporation

BY:

  
ROB JENSEN  
City Manager

MARK THOMAS & COMPANY, INC., a  
California corporation

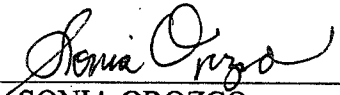
BY:

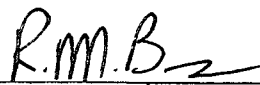
  
its: President

and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY:   
SONIA OROZCO  
City Clerk

BY:   
its: Secretary

APPROVED AS TO FORM:

BY:   
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

BY:   
CHRIS ROBLES  
Economic Development Director

**EXHIBIT "A"**





## **MARK THOMAS & COMPANY**

*Providing Engineering, Surveying & Planning Services*

December 6, 2016

Mr. Bill Aiken  
Development Analyst  
City of Roseville

311 Vernon Street  
Roseville, CA 95678

### **OFFICES**

Cupertino

Fresno

Irvine

Oakland

Sacramento

Salinas

San Mateo

San Jose

Walnut Creek

### **Proposal for Tentative and Final Map in the City of Roseville**

Dear Mr. Aiken,

Mark Thomas & Company (MTCO) is pleased to provide the following proposal to provide surveying services. We have completed preliminary research of your project and can offer to provide a property survey of the following Assessor Parcel Numbers:

- **013-120-001**
- **013-131-001 thru 006**
- **013-131-017**
- **013-131-019**
- **013-172-011 & 012**
- **013-172-022 & 023**

A boundary resolution for the impacted parcels will be completed by using record Parcel maps (PM), Records of Survey (RS) & Tract maps (TM). The resolved boundary will be used to complete a tentative and final parcel map for the City of Roseville.

Our current scope, fee estimate and schedule are shown in Exhibit A attached. Sam McIntyre, PLS, will serve as your Project Surveyor and I will be your Project Manager.

Should you have any questions, please do not hesitate to call my cell at (916) 403-5753 or email me at [bbenton@markthomas.com](mailto:bbenton@markthomas.com).



**Exhibit 'A'**  
**Scope of Work**

The City of Roseville has asked Mark Thomas & Company, Inc. (MTCO) to provide a Tentative and Final Map.

**Background**

The City of Roseville (City) will be improving the footprint of lots owned by the City located at 401 Oak Street in downtown Roseville and along Dry Creek, Oak St & Taylor St. MTCO has been asked to provide a Tentative and Final Map to combine the lots owned by the City.

**Phase 1: Boundary Resolution**

MTCO will perform record research to locate recorded right-of-way maps, records of survey, corner records, and other official maps of record necessary to determine right of way and property lines of the subject parcels.

MTCO will locate monuments and physical evidence to assist in right of way and property delineation. It is assumed the monuments shown on record maps will be found and can be located without the need for convoluted retracements. MTCO will resolve the boundary based on best available evidence. It is assumed no traffic control will be necessary to locate monuments on roadways.

It is assumed the City will provide MTCO with title reports for all aforementioned subject parcels, vesting docs and any exceptions listed in the title report. If a conflict or material discrepancies are found, work will stop and options will be discussed with the client to determine further action.

**Phase 2: FEMA Elevation Certificate**

An elevation certificate is needed for the fire station located at 401 Oak Street in downtown Roseville. MTCO will perform a field survey to determine the elevations required for the elevation certificate. Once the survey has been completed the elevation certificate will be filled out. It is assumed that access will be provided to the Fire Station during the same day that the boundary survey is taking place.

*Phase 2 Deliverables: FEMA Elevation Certificate*

**Phase 3: Tentative Map**

Based on the information gathered in Phase 1, MTCO will plot this boundary on a Tentative Map. MTCO will submit the Tentative Map to the City of Roseville for review and comment. The purpose of the tentative map will be to merge and re-subdivide lots owned by the City within the project area, including vacation and/or dedication of rights-of-ways and easements as necessary and utilizing existing monuments. Before beginning work on the Tentative Map, it is assumed that MTCO will be provided with proposed Lot lines by the City.



*Phase 3 Deliverables: Tentative Map*

**Phase 4: Prepare Final Map**

After review by the City, and conditions of approval are provided, MTCO will address those applicable to the completion of the Final Map. MTCO will then draft and process through the City Planning Department a Final Map showing the lots in question merged and re-subdivided.

MTCO assumes no more than thirty (30) monuments will be required to be set. Monument wells are not included in this scope and will be provided and set by others if required.

*Phase 4 Deliverables: Final Map approved by the City*

**Schedule**

The field survey can be scheduled within one (1) week of NTP. Completion of the Tentative Map will be completed within a month of completing the boundary survey. The processing of the Final Map will be determined at a later date based upon the review of City staff and the conditions of approval provided from that review.

**Assumptions**

- MTCO **assumes** all access will be granted by the City of Roseville.
- MTCO **assumes** the cost of filing all maps with the County will be paid by the City.
- MTCO **assumes** title reports will be provided by the City or will obtain them at no additional cost to MTCO.
- MTCO **assumes** traffic control will not be required for any portion of the survey work.

**Exclusions**

- MTCO **excludes** the cost of any fees or permits.
- MTCO **excludes** the following requirements stated in the City of Roseville (SUBD)

Application Checklist:

- Existing and post project elevations shown
- Existing contours at 2' elevations for specified slopes shown
- Cut & Fill slopes and grading quantities
- Existing and proposed drainage
- Water and sewer plan
- Existing trees and trees to be removed
- Arborist Report
- Traffic Study
- Preliminary Stormwater Quality Compliance Form.
- Natural features including: wetlands, streams, etc...
- Phasing Lines



**Deliverables**

1. FEMA Elevation Certificate
2. Tentative Map submitted to the City of Roseville
3. Final Map filed with the City of Roseville.

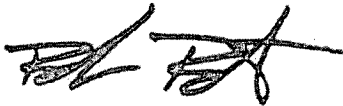
**Fee**

All the above Phases will be performed on a lump sum. Any work outside the provided scope of work, will be completed under separate scope and fee negotiations, or on a time and materials basis based upon current fee schedules for MTCO and only after authorization by the City of Roseville. See attached cost spreadsheet (Attachment I).

Please feel free to call me if you have any questions. My cell phone number is (916) 403-5753. We are looking forward to working with you.

Sincerely,

MARK THOMAS & COMPANY, INC.



Brandon Benton, PLS

Survey Manager

Enclosures: Attachment I- Cost Spreadsheet

## EXHIBIT “B”

## Roseville - Lot Merger

|                         |    |    |    |    |     |       |       |        |        |             |
|-------------------------|----|----|----|----|-----|-------|-------|--------|--------|-------------|
| CONTRACT SERVICES TOTAL | 22 | 57 | 98 | 60 | 237 | 4,400 | 8,265 | 10,990 | 16,200 | \$39,855.00 |
|-------------------------|----|----|----|----|-----|-------|-------|--------|--------|-------------|

March 17, 2017

Brandon Benton, PLS  
Mark Thomas & Company, Inc.  
7300 Folsom Boulevard, Suite 203  
Sacramento, CA 95826

**RE: PROFESSIONAL DESIGN SERVICES AGREEMENT  
DOWNTOWN SURVEYING SERVICES**

At the meeting of March 17, 2017 the City Council adopted a resolution authorizing the City Manager to execute the agreement referenced above. The fully executed agreement is enclosed along with a certified copy of authorizing Resolution No. 17-105.

If you have any questions, please contact Economic Development Manager Laura Matteoli at (916) 774-5284.

**SONIA OROZCO, CMC  
CITY CLERK**

By:



Judy Moore  
City Clerk Technician

**Cc: Laura Matteoli/Economic Development**

ORDINANCE NO. 5815

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 appraisal and engineering/mapping services, per request of the Economic Development Department, as listed on the attached Request for Budget Adjustment totaling \$53,406.00.

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 15th  
day of March, 2017, by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Alvord, Herman, Allard

NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Rohan

  
VICE 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\*: Bill Aiken

DEPARTMENT/DIVISION\*: Economic Development

FISCAL YEAR/EFFECTIVE DATE\*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 3/15/17

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 |                                          |
| 53,406        | 10001          | 5101    | 301   | 171001  | 30       | Building Imp Fund / 401 Oak Improvements |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
|               |                |         |       |         |          |                                          |
| \$ 53,406     | TOTAL          |         |       |         |          |                                          |

| SOURCE OF FUNDS* |                |        |       |         |          |                                               |
|------------------|----------------|--------|-------|---------|----------|-----------------------------------------------|
| AMOUNT*          | ACCOUNT NUMBER |        |       |         |          | Account Title/Activity Description*           |
|                  | GL             |        |       | JL      |          |                                               |
|                  | ORG KEY        | OBJECT | FUND* | PROJECT | ACTIVITY |                                               |
| 53,406           |                |        | 301   |         |          | Building Imp Fund / Unrestricted Fund Balance |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
|                  |                |        |       |         |          |                                               |
| \$ 53,406        | TOTAL          |        |       |         |          |                                               |

|             |                                  |                             |
|-------------|----------------------------------|-----------------------------|
| FINANCE USE | Approved:                        | Approved:                   |
|             | <i>Nancy A. Anderson</i> 3/15/17 | <i>Kathy Cullen</i> 3/12/17 |
|             | BUDGET MANAGER/DEPUTY            | Finance Director            |
|             | DATE                             | Date                        |

**Justification for Budget Adjustment\*:**

A Budget Adjustment allocating \$53,406 from the Building Improvement Fund is proposed to cover the costs of due diligence items required for property sale (appraisal \$4,650.00, flood certificate and engineering/mapping services \$39,855.00). Due to the complexity of the multiple parcels a twenty (20%) contingency \$8,901.00 is requested to cover any additional engineering services and mapping that is required to create three legal and recordable parcels. These costs will be offset from the proceeds of the future real estate transaction.

|                                       |              |
|---------------------------------------|--------------|
| Approved:                             | Approved:    |
| <i>Bill Aiken</i>                     |              |
| REQUESTING DEPARTMENT HEAD / DESIGNEE | CITY MANAGER |
| DATE                                  | DATE         |



APPROVED BY COUNCIL  
CITY OF ROSEVILLE

REQUEST FOR BUDGET ADJUSTMENT  
FINANCE DEPARTMENT

MAR 15 2017

Attests:

City Clerk

REQUESTER\*: Bill Aiken

DEPARTMENT/DIVISION\*: Economic Development

FISCAL YEAR/EFFECTIVE DATE\*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 3/15/17

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.

USE OF FUNDS\*

| AMOUNT*   | ACCOUNT NUMBER |         |       |         |          | Account Title/Activity Description*      |
|-----------|----------------|---------|-------|---------|----------|------------------------------------------|
|           | GL             |         |       | JL      |          |                                          |
|           | ORG KEY*       | OBJECT* | FUND* | PROJECT | ACTIVITY |                                          |
| 53,406    | 10001          | 5101    | 301   | 171001  | 30       | Building Imp Fund / 401 Oak Improvements |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
|           |                |         |       |         |          |                                          |
| \$ 53,406 | TOTAL          |         |       |         |          |                                          |

SOURCE OF FUNDS\*

| AMOUNT*   | ACCOUNT NUMBER |        |       |         |          | Account Title/Activity Description*           |
|-----------|----------------|--------|-------|---------|----------|-----------------------------------------------|
|           | GL             |        |       | JL      |          |                                               |
|           | ORG KEY        | OBJECT | FUND* | PROJECT | ACTIVITY |                                               |
| 53,406    |                |        | 301   |         |          | Building Imp Fund / Unrestricted Fund Balance |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
|           |                |        |       |         |          |                                               |
| \$ 53,406 | TOTAL          |        |       |         |          |                                               |

FINANCE USE

Approved:

*Nancy H. Hershman* 3/2/17  
BUDGET MANAGER/DISEGNEE DATE

*Kathy Cullen* 3/2/17  
Finance Director DATE

Justification for Budget Adjustment\*:

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Approved:

*[Signature]*  
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Approved:

*Jay Sanchez* 3/16/17  
CITY MANAGER DATE



## **MARK THOMAS & COMPANY**

*Providing Engineering, Surveying & Planning Services*

December 6, 2016

Mr. Bill Aiken  
Development Analyst  
City of Roseville

**OFFICES**

Cupertino

Fresno

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Roseville, CA 95678

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- **013-131-001 thru 006**
- **013-131-017**
- **013-131-019**
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A boundary resolution for the impacted parcels will be completed by using record Parcel maps (PM), Records of Survey (RS) & Tract maps (TM). The resolved boundary will be used to complete a tentative and final parcel map for the City of Roseville.

Our current scope, fee estimate and schedule are shown in Exhibit A attached. Sam McIntyre, PLS, will serve as your Project Surveyor and I will be your Project Manager.

Should you have any questions, please do not hesitate to call my cell at (916) 403-5753 or email me at [bbenton@markthomas.com](mailto:bbenton@markthomas.com).



## **Exhibit 'A'**

### **Scope of Work**

The City of Roseville has asked Mark Thomas & Company, Inc. (MTCO) to provide a Tentative and Final Map.

#### **Background**

The City of Roseville (City) will be improving the footprint of lots owned by the City located at 401 Oak Street in downtown Roseville and along Dry Creek, Oak St & Taylor St. MTCO has been asked to provide a Tentative and Final Map to combine the lots owned by the City.

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*Phase 2 Deliverables: FEMA Elevation Certificate*

#### **Phase 3: Tentative Map**

Based on the information gathered in Phase 1, MTCO will plot this boundary on a Tentative Map. MTCO will submit the Tentative Map to the City of Roseville for review and comment. The purpose of the tentative map will be to merge and re-subdivide lots owned by the City within the project area, including vacation and/or dedication of rights-of- ways and easements as necessary and utilizing existing monuments. Before beginning work on the Tentative Map, it is assumed that MTCO will be provided with proposed Lot lines by the City.



*Phase 3 Deliverables: Tentative Map*

**Phase 4: Prepare Final Map**

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MTCO assumes no more than thirty (30) monuments will be required to be set. Monument wells are not included in this scope and will be provided and set by others if required.

*Phase 4 Deliverables: Final Map approved by the City*

**Schedule**

The field survey can be scheduled within one (1) week of NTP. Completion of the Tentative Map will be completed within a month of completing the boundary survey. The processing of the Final Map will be determined at a later date based upon the review of City staff and the conditions of approval provided from that review.

**Assumptions**

- MTCO **assumes** all access will be granted by the City of Roseville.
- MTCO **assumes** the cost of filing all maps with the County will be paid by the City.
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**Exclusions**

- MTCO **excludes** the cost of any fees or permits.
- MTCO **excludes** the following requirements stated in the City of Roseville (SUBD)

Application Checklist:

- Existing and post project elevations shown
- Existing contours at 2' elevations for specified slopes shown
- Cut & Fill slopes and grading quantities
- Existing and proposed drainage
- Water and sewer plan
- Existing trees and trees to be removed
- Arborist Report
- Traffic Study
- Preliminary Stormwater Quality Compliance Form.
- Natural features including: wetlands, streams, etc...
- Phasing Lines



**Deliverables**

1. FEMA Elevation Certificate
2. Tentative Map submitted to the City of Roseville
3. Final Map filed with the City of Roseville.

**Fee**

All the above Phases will be performed on a lump sum. Any work outside the provided scope of work, will be completed under separate scope and fee negotiations, or on a time and materials basis based upon current fee schedules for MTCO and only after authorization by the City of Roseville. See attached cost spreadsheet (Attachment I).

Please feel free to call me if you have any questions. My cell phone number is (916) 403-5753. We are looking forward to working with you.

Sincerely,

MARK THOMAS & COMPANY, INC.



Brandon Benton, PLS

Survey Manager

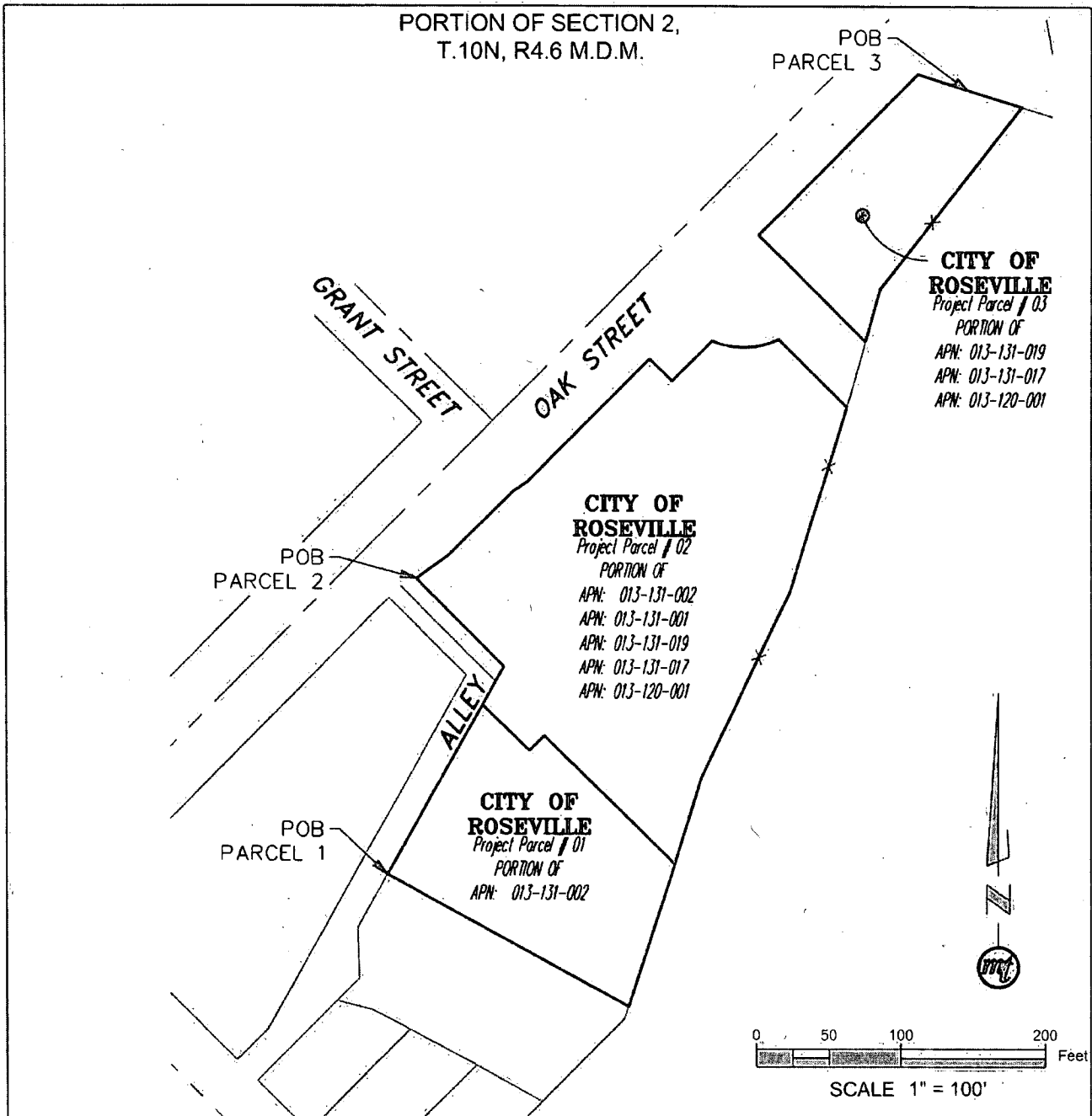
Enclosures: Attachment I– Cost Spreadsheet

**Mark Thomas & Company**  
**Roseville - Lot Merger**

| PROJECT TASK                          | SUBTOTAL       |                  |                   |                     |     | TOTAL          |                  |                   |                     |             |
|---------------------------------------|----------------|------------------|-------------------|---------------------|-----|----------------|------------------|-------------------|---------------------|-------------|
|                                       | Survey Manager | Project Surveyor | Survey Technician | 2 Person Field Crew |     | Survey Manager | Project Surveyor | Survey Technician | 2 Person Field Crew |             |
| Total Site/Area Utility Investigation |                |                  |                   |                     |     | \$200.00       | \$145.00         | \$110.00          | \$270.00            |             |
| 1. Boundary Resolution                | 10             | 32               | 32                | 32                  | 106 | 2,000          | 4,640            | 3,520             | 8,640               | \$18,800.00 |
| 2. FEMA Elevation Certificate         |                | 1                | 6                 | 4                   | 11  |                | 145              | 870               | 1,080               | \$2,095.00  |
| 3. Tentative Map                      | 8              | 16               | 40                |                     | 64  | 1,600          | 2,320            | 4,400             |                     | \$8,320.00  |
| 4. Final Map                          | 4              | 8                | 20                | 24                  | 56  | 800            | 1,160            | 2,200             | 6,480               | \$10,640.00 |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
|                                       |                |                  |                   |                     |     |                |                  |                   |                     |             |
| CONTRACT SERVICES TOTAL               | 22             | 57               | 98                | 60                  | 237 | 4,400          | 8,265            | 10,990            | 16,200              | \$39,855.00 |







BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, EPOCH 1991.35, ZONE (2). DISTANCES ARE IN US SURVEY FEET, MULTIPLY THE DISTANCES SHOWN ABOVE BY 1.00007 TO OBTAIN GROUND LEVEL DISTANCES.

SHEET 1 OF 4



Mark  
Thomas &  
Company  
Inc.

Scale: 1" = 100'  
Date Dec. 2016  
Drawn By CMD  
Checked By MJS

## Exhibit B Project Parcel #01, 02, & 03

Plat to Accompany Legal Description  
In the City of Roseville  
Placer County, California



**EXHIBIT "A"**  
**Project Parcel # 01**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

**Beginning** at the most northwesterly corner of the lands described in the Grant Deed to CITY OF ROSEVILLE, recorded April 29, 1976 in Book 1721, at Page 338 also being at a point on the southerly line of the Alley as shown on the Map titled "Fractional Part of Block No 16" recorded in Book C, at Page 88, Placer County Records; thence along said southerly line North 29°14'51" East, 134.55 feet; thence leaving said southerly line, South 45°15'56" East, 45.39 feet; thence North 44°44'04" East, 14.61 feet; thence South 45°25'04" East, 126.61 feet; thence South 18°13'43" West, 103.26 feet; thence North 61°15'29" West, 189.49 feet to the **Point of Beginning**.

Containing 0.50 acres or 21,624 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

**EXHIBIT "A"**  
**Project Parcel # 02**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

**Beginning** at a point which bears South 44°46'39" East, 4.40 feet from the most westerly corner of Lot 10 as shown on the Map titled "Fractional Part of Block No. 16" recorded in Book C, at Page 88, Placer County Records; thence North 53°52'55" East, 26.60 feet; thence North 45°22'57" East, 64.28 feet; thence North 55°33'55" East, 12.05 feet; thence North 44°42'21" East, 118.67 feet; thence South 45°17'41" East, 22.01 feet; thence North 44°42'19" East, 39.27 feet to the beginning of a non-tangent curve concave to the north, having a radius of 55.00 feet and a chord bearing North 88°29'58" East, 45.83 feet; thence easterly through a central angle of 49°14'23", 47.27 feet along said curve; thence South 45°19'41" East, 66.69; thence South 17°12'19" West, 133.70 feet; thence South 25°22'41" West, 142.03 feet; thence South 17°08'12" West, 62.97 feet; thence North 45°25'04" West, 126.61 feet; thence South 44°44'04" West, 14.61 feet; thence North 45°15'56" West, 45.39 feet to the southerly line of the Alley as shown on said map; thence along said southerly line, North 29°14'51" East, 30.19 feet to the easterly line of said Alley; thence along said easterly line, North 44°46'39" West, 85.53 feet the **Point of Beginning**.

Containing 1.30 acres or 56,707 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

**EXHIBIT "A"**  
**Project Parcel # 03**

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Section 2, Township 10 North, Range 6 East, Mount Diablo Base & Meridian more particularly described as follows:

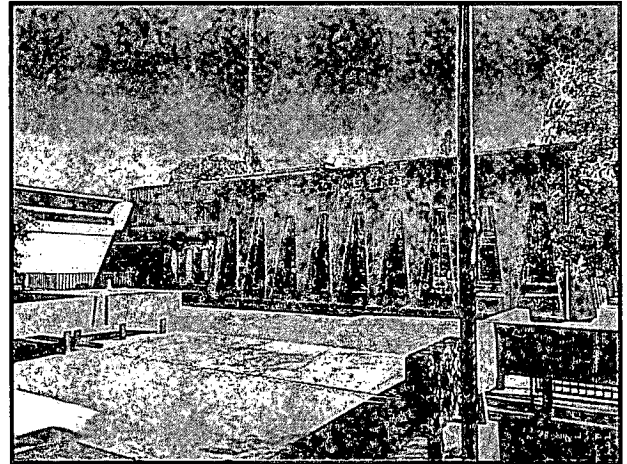
**Beginning** at Engineers Station 105+50, 73.68 as shown on the map filed with Caltrans as 002375R in District 3, Placer County, Route 3, Sheet 1 of 9; thence South 72°33'09" East, 38.49 feet; thence South 38°04'33" West, 159.37 feet; thence South 15°48'29" West, 37.47 feet; thence North 45°19'41" West, 103.95 feet to the southerly line of Oak Street; thence along said southerly line, North 44°42'21" East, 156.42 feet; thence leaving said southerly line, South 72°33'09" East, 37.37 feet to the **Point of Beginning**.

Containing 0.32 acres or 14,077 square feet, more or less.

Bearings and distances used in the above description are based upon the California Coordinate System of 1983, Epoch 1991.35, Zone (2). Distances are in US Survey feet, multiply the distances shown above by 1.00007 to obtain ground level distances.

# Appraisal Report

**City of Roseville Fire Department**  
401 Oak Street  
Roseville, California 95678



**Date of Report:** December 1, 2016

**Prepared For:**

Mr. Bill Aiken, Development Analyst  
Economic Development Department  
City of Roseville  
311 Vernon Street  
Roseville, California 95678

**Prepared By:**

Nelson M. Wong, MAI



Seevers  
Jordan  
Ziegenmeyer

Real Estate Appraisal & Consultation



December 1, 2016

Mr. Bill Aiken, Development Analyst  
Economic Development Department  
City of Roseville  
311 Vernon Street  
Roseville, California 95678

RE: City of Roseville Fire Department  
401 Oak Street  
Roseville, California 95678

Dear Mr. Aiken:

At your request and authorization, Seevers • Jordan • Ziegenmeyer has prepared an Appraisal Report pertaining to the above referenced property. This report is written in conformance with the requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject property represents a three-story fire station located at 401 Oak Street, within the city of Roseville, Placer County, California. The improvements were originally constructed in 1971 and contain 32,543± square feet of building area. However, the lower level is in a floodplain and has restrictions on conversion or renovation. Further, this portion of the building has limited marketability due to lower ceilings, reduced window lines, and limited access. Thus, the rentable area is estimated at 19,000 square feet (first and second floors only). The improvements are situated within the confines of six Assessor's parcels identified as 013-120-001, 013-131-001, -002, -003, -017, and -019, containing 401,552± square feet of land area. There is a planned lot line adjustment, and once recorded, the subject will be identified as three parcels with a total land area of 90,977± square feet. While the property is currently 100% owner-occupied by the City of Roseville, it will be vacated following the construction of a new fire station on another parcel (this property currently consists of vacant land). Additionally, employees within the administrative office portion of the building will relocate to a new multi-story office building that is currently under construction on Vernon Street. As a result, continued long-term use of the subject is not probable.

We have been requested to estimate the market value of the subject property assuming completion of the lot line adjustment, as of the date of inspection (October 20, 2016). This value is subject to a hypothetical condition, 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 analysis." At the client's request, we will also develop an opinion of market value of the subject as vacant land.

Mr. Bill Aiken  
December 1, 2016  
Page 2

While the subject is currently occupied by a public/government entity for use as a fire station, the subject will be appraised in accordance with its highest and best economic use. Since the building is to be vacated with a new fire station to be constructed on another site, we have considered alternative uses for the subject property. In other words, the existing use as a fire station will not remain into perpetuity. Given the design, layout, and construction of the building, and considering the legally permissible uses under the CMU-SA-DT – Commercial Mixed Use, Special Area, Downtown zoning designation encumbering the subject, the property is most suitable for office use. A significant portion of the building is already improved as office space, and the fire engine bay can be converted.

As a result of our analysis, it is our opinion the fee simple market values of the subject property (based on a hypothetical condition assuming completion of the lot line adjustment), in accordance with the definitions, certifications, assumptions and limiting conditions set forth in the attached document, as of October 20, 2016, are...

| Value Estimate                            | Conclusion |
|-------------------------------------------|------------|
| Market Value As of the Date of Inspection | \$190,000  |
| Market Value of the Land as-if Vacant     | \$130,000  |

\* Both estimates assume completion of the lot line adjustment (hypothetical condition)

The estimate(s) of market value assume a transfer would reflect a cash transaction or terms considered to be equivalent to cash. The estimate(s) are/is premised on an assumed sale after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with buyer and seller each acting prudently, knowledgeably, for their own self-interest and assuming neither is under duress.

This letter must remain attached to the report, which contains 94 pages, plus related exhibits and Appendix, in order for the value opinion contained herein to be considered valid.

The subject property does not have any significant natural, cultural, recreational or scientific value. The appraisers certify this appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

This appraisal has been performed in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Mr. Bill Aiken  
December 1, 2016  
Page 3

Thank you for the opportunity to work with your office on this assignment.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Wong', with a stylized flourish at the end.

Nelson M. Wong, MAI  
State Certification No.: AG034862  
Expiration Date: August 12, 2018

\dtn



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### **Transmittal Letter**

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## **SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Appraised Property:</b>          | Roseville Fire Station                                                                                                                                                                                                                                                                                                                                                               |
| <b>Street Address:</b>              | 401 Oak Street<br>Roseville, California 95678                                                                                                                                                                                                                                                                                                                                        |
| <b>Location:</b>                    | Along the east line of Oak Street, at the terminus of South Grant Street                                                                                                                                                                                                                                                                                                             |
| <b>Assessor's Parcel Number(s):</b> | 013-120-001; 013-131-001, -002, -003, -017, and -019                                                                                                                                                                                                                                                                                                                                 |
| <b>Census Tract Number:</b>         | 209.01 / 1                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Owner(s) of Record:</b>          | City of Roseville                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Zoning:</b>                      | CMU-SA-DT, Commercial Mixed Use, Special Area, Downtown                                                                                                                                                                                                                                                                                                                              |
| <b>Flood Zone:</b>                  | The majority of the subject property is located in Zone X, described as areas outside of the 100- and 500-year floodplains. Since the basement is located below street grade and is adjacent to Dry Creek, it is reportedly within the floodplain.                                                                                                                                   |
| <b>Land Area:</b>                   | A lot line adjustment is being processed. Once recorded the subject will be identified by three separate parcels with a combined land area 2.09± acres. The estimate of value contained herein is based on a hypothetical condition assuming completion of the lot line adjustment.                                                                                                  |
| <b>Rentable Building Area:</b>      |                                                                                                                                                                                                                                                                                                                                                                                      |
| First Floor                         | 15,070± square feet                                                                                                                                                                                                                                                                                                                                                                  |
| Second Floor                        | <u>3,930± square feet</u>                                                                                                                                                                                                                                                                                                                                                            |
| Total                               | 19,000± square feet                                                                                                                                                                                                                                                                                                                                                                  |
|                                     | The subject property also contains 13,543± square feet of basement space. City representatives noted this area is in the floodplain and has restrictions on renovation or conversion. It also has limited marketability due to lower ceilings, reduced window lines, and limited access. The basement is therefore not included in the calculation of rentable area for the subject. |
| <b>Highest and Best Use:</b>        | With a new fire station to be constructed in the immediate area, continued long-term use of the subject                                                                                                                                                                                                                                                                              |

as a fire station is not probable. The highest and best use of the subject property is for conversion into professional office space and lease-up of the building.

**Date of Inspection:** October 20, 2016  
**Date of Value:** October 20, 2016  
**Date of Report:** December 1, 2016  
**Property Rights Appraised:** Fee simple estate  
**Exposure and Marketing Time:** 12 months  
**Conclusion of Market Value:**

| Value Estimate                            | Conclusion |
|-------------------------------------------|------------|
| Market Value As of the Date of Inspection | \$190,000  |
| Market Value of the Land as-if Vacant     | \$130,000  |

\* Both estimates assume completion of the lot line adjustment (hypothetical condition)

## **CLIENT, INTENDED USER AND INTENDED USE**

The client and intended user of this appraisal report is the City of Roseville. It is our understanding the appraisal is intended for use in determining market value for the disposition of the property.

## **APPRAISAL REPORT FORMAT**

Our findings are presented in an Appraisal Report, in accordance with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP).

## **TYPE AND DEFINITION OF VALUE**

The purpose of this appraisal is to estimate the market value (*fee simple interest*) of the subject property assuming completion of the lot line adjustment, as well as the market value of the subject as vacant land, as of the date of inspection. Market value is defined as follows:

**Market Value:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

## **PROPERTY RIGHTS APPRAISED**

The estimates of market value are for the fee simple interest, which is defined as follows:

**Fee Simple Estate:** absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.<sup>2</sup>

---

<sup>1</sup> Code of Federal Regulations, Title 12, Section 34.42 (55 Federal Register 34696, Aug. 24, 1990; as amended at 57 Federal Register 12202, Apr. 9, 1992; 59 Federal Register 29499, June 7, 1994).

<sup>2</sup> *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), 90.

## **DATES OF INSPECTION, VALUE AND REPORT**

An inspection of the subject property was completed on October 20, 2016, which represents the effective date of market value. This report was completed and assembled on December 1, 2016.

## **SCOPE OF WORK**

This appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). This analysis is intended to be an "appraisal assignment," as defined by USPAP; the intention is the appraisal service be performed in such a manner that the result of the analysis, opinions, or conclusion be that of a disinterested third party.

We researched and documented several legal and physical aspects of the subject property. A physical inspection of the property was completed and serves as the basis for the site and improvement descriptions contained in this report. We were accompanied by Mr. Bill Aiken, a representative of the City of Roseville, at the time of inspection. We were provided with a floor plan and a map detailing the planned lot line adjustment. The sales history was verified by consulting public records. The subject's zoning and entitlements, earthquake zone, flood zone, utilities, and tax information were verified with the applicable public agencies.

We analyzed and documented data relating to the subject's neighborhood and surrounding market areas. This information was obtained through personal inspections of portions of the neighborhood and market areas, newspaper articles, real estate conferences and interviews with various market participants, including property owners, property managers, brokers, developers and local government agencies.

In this appraisal, we have determined the highest and best use of the subject property as though vacant and as improved, based on the four standard tests (legal permissibility, physical possibility, financial feasibility and maximum productivity). In addition, we have estimated a reasonable exposure time and marketing time associated with the market value estimate.

We have been requested to estimate the market value of the subject property assuming completion of the lot line adjustment, as of the date of inspection. As detailed in the *Highest and Best Use* section of this report, the maximally productive use of the subject is for curing of the deferred maintenance issues and conversion of the building into 100% office space and subsequent lease-up. We began the valuation by applying the sales comparison and income capitalization approaches to estimate the market value of the subject property assuming completion of renovation. From this value, we applied deductions for renovation and conversion costs, as well as lease-up costs, yielding an opinion of fee simple market value for the subject property with the lot line adjustment complete (based on a hypothetical condition). At the client's request, we also estimated the market value of the subject as vacant land, in which we employed the sales comparison approach to analyze several recent land

transactions, then deducted the cost to demolish the building and remove the underground storage tanks.

The cost approach was not considered necessary to produce a credible estimate of market value. Market participants (buyers, sellers, brokers, etc.) put little, if any, reliance on this approach when assessing properties that are not of new or proposed construction, or that are not representative of special use properties. They typically rely on the sales comparison and income capitalization approaches. For the aforementioned reasons, the cost approach was not required in the valuation of the subject property.

The individuals involved in the preparation of this appraisal include Nelson M. Wong, MAI, and Alan Kritscher, Research Analyst. Mr. Kritscher assisted in 1) inspecting the subject property, 2) reviewing the subject property information provided by the client, 3) the collection and confirmation of market data, 4) the analysis of the market data, and 5) preparing portions of the draft report. Mr. Wong 1) inspected the subject property, 2) reviewed Mr. Kritscher's research and also collected and confirmed data, 3) made any necessary revisions and/or amplifications, and 4) completed the final report.

## **EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS**

The valuation is premised on the following extraordinary assumptions and hypothetical conditions, the use of which may have affected assignment results.

### **Extraordinary Assumptions**

1. The City of Roseville prepared a drawing detailing the land area of the subject property once the lot line adjustment is recorded. We have relied on this drawing and information provided by the City in referencing the subject's land area. If, at some future date, it is determined the land area differs from the information provided to us, this could affect our conclusion of market value.
2. City representatives noted there are underground tanks on the site and the building has asbestos. We used information contained in our appraisal files to estimate storage tank and asbestos removal. Note that we are not experts in the field of determining the existence or severity of these issues, and the cost of remediation could vary greatly. It is highly recommended that contractors are consulted to obtain accurate costs. Ultimately, if the costs associated with underground storage tank and asbestos removal differ from the estimates contained herein, this would materially impact the valuation.

### **Hypothetical Conditions**

1. We have been requested to estimate the market value of the subject property assuming completion of the lot line adjustment, both as currently improved and as vacant land. These estimates of value are subject to a hypothetical condition, 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 analysis."

## **GENERAL ASSUMPTIONS AND LIMITING CONDITIONS**

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No responsibility is assumed for matters of law or legal interpretation.
3. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
4. The information and data furnished by others in preparation of this report is believed to be reliable, but no warranty is given for its accuracy.
5. It is assumed there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
6. It is assumed the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
7. It is assumed the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in the appraisal report.
8. It is assumed all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed the use of the land and improvements is confined within the boundaries or property lines of the property described and there is no encroachment or trespass unless noted in the report.
10. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user of this report is urged to retain an expert in this field, if desired.
11. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost-to cure the property's potential physical characteristics, the real estate appraiser cannot comment on compliance with ADA. A brief summary of the subject's physical aspects is included in this report. It in no way suggests ADA compliance by



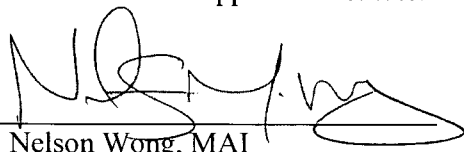
the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost-to-cure any deficiencies would be needed for the Department of Justice to determine compliance.

12. The appraisal is to be considered in its entirety and use of only a portion thereof will render the appraisal invalid.
13. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by anyone other than the client without the previous written consent of Seevers • Jordan • Ziegenmeyer.
14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or any other media without the prior written consent and approval of Seevers • Jordan • Ziegenmeyer.
15. Acceptance and/or use of the appraisal report constitutes acceptance of all assumptions and limiting conditions stated in this report.
16. An inspection of the subject properties revealed no apparent adverse easements, encroachments or other conditions, which currently impact the subject. However, the appraiser is not a surveyor nor qualified to determine the exact location of easements. It is assumed typical easements do not have an impact on the opinion (s) of value as provided in this report. If, at some future date, these easements are determined to have a detrimental impact on value, the appraiser reserves the right to amend the opinion (s) of value.
17. This appraisal report is prepared for the exclusive use of the appraiser's client. No third parties are authorized to rely upon this report without the express consent of the appraiser.
18. The appraiser is not qualified to determine the existence of mold, the cause of mold, the type of mold or whether mold might pose any risk to the property or its inhabitants. Additional inspection by a qualified professional is recommended.

### **CERTIFICATION STATEMENT**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have made an inspection of the property that is the subject of this report.
- Alan Kritscher, Research Analyst, provided significant real property appraisal assistance to the person signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I certify that my State of California real estate appraiser license has never been revoked, suspended, cancelled, or restricted.
- I have the knowledge and experience to complete this appraisal assignment. Please see the Qualifications of Appraiser(s) portion of the Appendix to this report for additional information.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Nelson Wong, MAI

State Certification No.: AG034862 (Expires: August 12, 2018)

December 1, 2016  
DATE

## **PROPERTY HISTORY AND OCCUPANCY**

The subject property represents a three-story fire station and administrative office located at 401 Oak Street, within the city of Roseville, Placer County, California. The improvements are situated within the confines of six Assessor's parcels identified as 013-120-001, 013-131-001, -002, -003, -017, and -019, which contain 9.22± acres of land area. However, there is a lot line adjustment underway, and - once recorded - the subject will be identified by three parcels with a total land area of 2.09± acres.

The topography of the property slopes downward from northwest to southeast. The building has the appearance of the two-story structure from Oak Street, with the northwest side of the basement being below street grade. Due to the slope of the site, the basement is visible and has exterior access on the southeast side of the property (i.e., walk-out basement). While the property is currently 100% owner-occupied by the City of Roseville, it will be vacated following the construction of a new fire station on another parcel (this property currently consists of vacant land). Additionally, employees within the administrative office portion of the building will relocate to a new multi-story office building that is currently under construction on Vernon Street. As a result, continued long-term use of the subject is not probable.

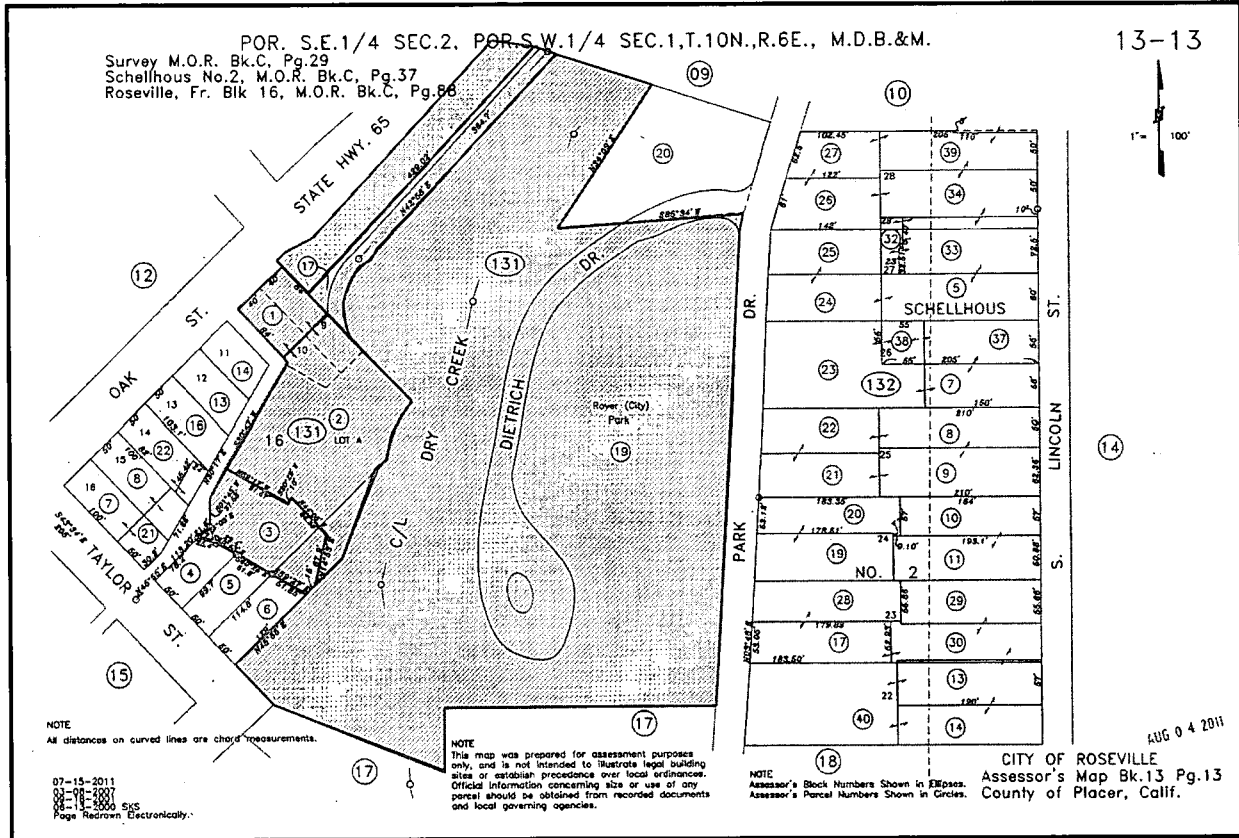
Since the building is to be vacated with a new fire station to be constructed on another site, we have considered alternative uses for the subject property. In other words, the existing use as a fire station will not remain into perpetuity. Given the design, layout, and construction of the building, and considering the legally permissible uses under the CMU-SA-DT – Commercial Mixed Use, Special Area, Downtown zoning designation encumbering the subject, the property is most suitable for office use. A significant portion of the building is already improved as office space, and the fire engine bay can be converted.

There are several concerns with the subject property that must be addressed when valuing the property under a re-use scenario. First, there are underground storage tanks (count unknown) that require removal. Next, city officials noted the building contains asbestos. Finally, the basement is located in a floodplain and there are restrictions on renovation or conversion. We will use information contained in our appraisal files to estimate storage tank and asbestos removal. Note that we are not experts in the field of determining the existence or severity of these issues, and the cost of remediation could vary greatly. It is highly recommended that contractors are consulted to obtain accurate costs. Regarding the basement, this portion of the building has limited marketability due to lower ceilings, reduced window lines, and limited access. Thus, the basement is not included in the calculation of rentable area. Reportedly, the proposed buyers of the subject will occupy the first and second floors only, as they are concerned with the location of the basement in the floodplain and the inability to renovate/reconfigure the space.

A property condition assessment report was prepared by AEI Consultants in October 2016. In this report, the consultants identified issues of deferred maintenance that require repair. Items include storm water drainage and retaining wall improvements, parking lot repair, sidewalk and curb repair, framing and cladding improvements, and other miscellaneous repairs. The total estimated cost of curing these items is \$122,300. This estimate will be relied upon in the valuation of the subject property.

According to public records, the subject property has not been involved in any transactions within the previous three years. However, the City is currently in negotiations to sell the property to a user who will occupy the building in the interim as an educational facility, and possibly construct new buildings and subsequently demolish the existing building. The sale is in the preliminary stages of negotiation, and the client has requested that all additional information, including the buying entity, remain confidential. This appraisal is intended for use in determining market value for the proposed sale.

## PROPERTY LEGAL DATA



### Street Address

401 Oak Street  
 Roseville, California 95678

### Location

The subject property is located along the east line of Oak Street, at the terminus of South Grant Street.

### Assessor's Parcel Number(s)

The subject property is situated within the confines of six Assessor's parcels identified as 013-120-001, 013-131-001, -002, -003, -017, and -019.

There is a planned lot line adjustment, and - once recorded - the subject will be identified as three parcels with a total land area of 90,977± square feet. Please refer to the site plan in the next section.

### **Owner(s) of Record**

Title to the subject property is presently vested with the City of Roseville.

### **Legal Description**

A complete legal description, which would typically be included in a preliminary title report, was not provided to the appraiser.

### **Conditions of Title**

A preliminary title report was not provided for this appraisal. As a result, the appraiser assumes no negative title restrictions or easements affect the subject property. The client is advised to obtain a title report to determine any possible conditions of title affecting the property appraised. The appraiser accepts no responsibility for matters pertaining to title, and the opinion(s) of value stated herein could be negatively impacted by title restrictions.

### **Property Taxes and Assessments**

The property tax system in California was amended in 1978 by Article XIII to the State Constitution, commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be re-appraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

According to the Placer County Treasurer-Tax Collector's Office, the subject property does not have a property tax obligation due to the fact that the building is a public/quasi-public entity owned and operated by the City of Roseville. However, if the property transferred to a private ownership, taxes would then be assessed. The subject property is located in tax rate area 005-029, which has an annual tax rate of 1.0937% based on assessed value. The subject does not have a special assessment obligation relating to Mello-Roos or Assessment District bonds.

### **Zoning**

Source: City of Roseville Planning Department

Zoning Code: CMU/SA-DT – Commercial Mixed Use, Special Area, Downtown  
Description: According to the Municipal Code, CMU zoning is intended to promote a variety of commercial uses types and the flexible citing of other uses that are typically considered to be compatible with commercial development. It is the intent of the CMU zoning district to establish a mix of uses, which will be accompanied by overlay zones, to ensure that different commercial uses will be successfully integrated into desirable, cohesive commercial districts. The CMU zoning district shall always be applied in conjunction with either the DS (Development Standards) or SA (Special Area) overlay zones.

The SA zone is an overlay district which allows modification of the underlying general district regulations (including both permitted use types and development standards) by reference to regulations adopted either in a specific plan, which applies to the property so classified, or in the ordinance rezoning the property so classified.

Parking: Professional offices are required to have one space for each 200 square feet of rentable building area. With a rentable area of 19,000± square feet, 95 parking spaces are required. The subject property meets the parking requirement with 105 spaces. Note that the subject would not be adequately parked if the basement was included as rentable area.

Conclusion: As improved, the subject property represents a legal, conforming use.

#### **Flood Zone**

Source: FEMA

Flood Zone: The majority of the subject is located in Zone X, described as areas outside of the 0.2% annual chance floodplain

Map Panel: 06061-C0478F

Panel Date: June 8,1998

Comments: The subject property contains 13,543± square feet of basement space. City representatives noted this area is in the floodplain and has restrictions on renovation or conversion. It also has limited marketability due to lower ceilings, reduced window lines, and limited access. The basement is therefore not included in the calculation of rentable area for the subject.

#### **Earthquake Zone**

According to the Seismic Safety Commission, the subject is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone

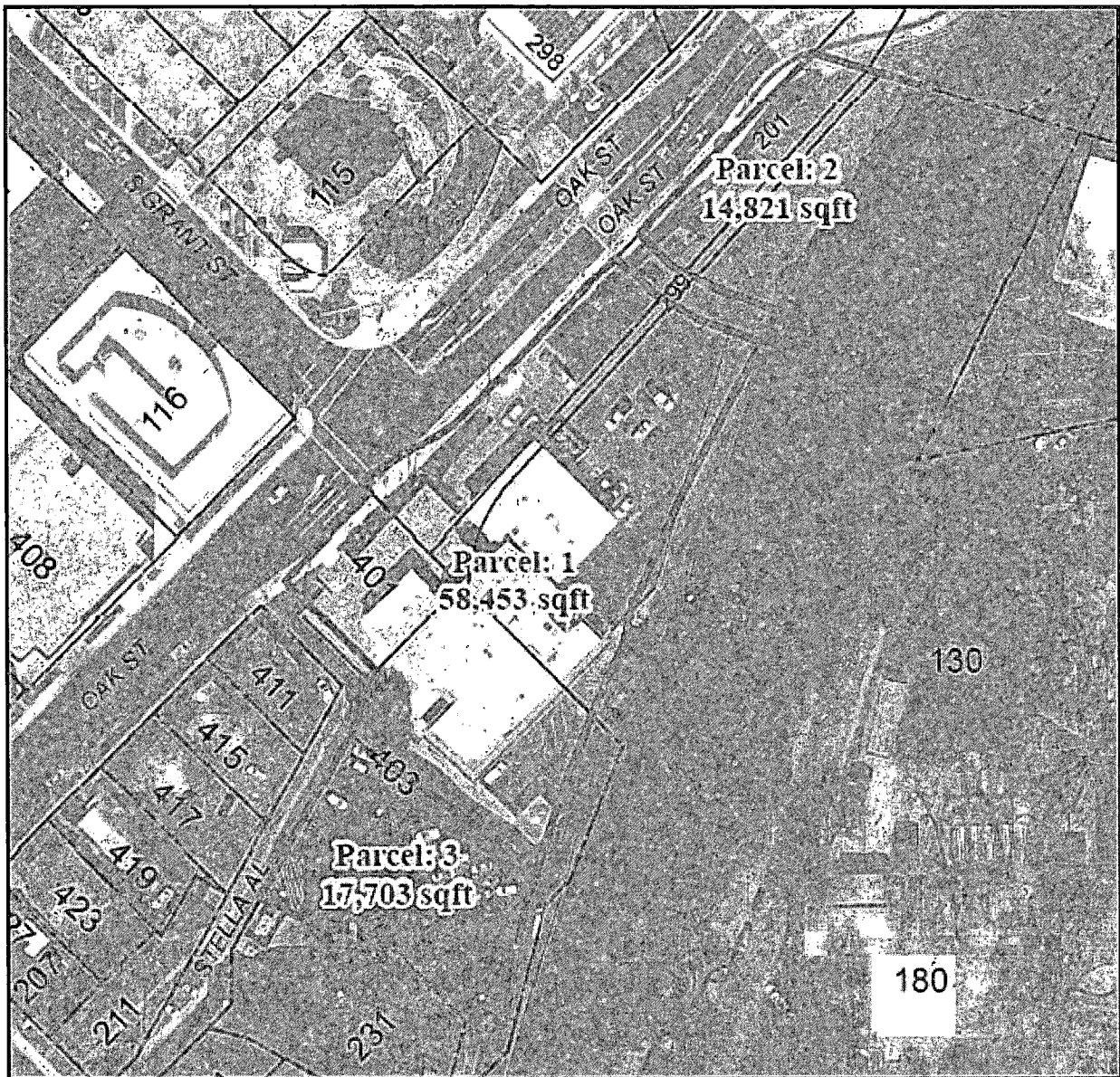
(formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

### **Easements**

An inspection of the subject property revealed no apparent adverse easements, encroachments or other conditions currently impacting the subject. However, the exact locations of typical roadway and utility easements, or any additional easements, which would be referenced in a preliminary title report, were not provided to the appraiser. The appraiser is not a surveyor nor qualified to determine the exact location of easements. It is assumed any easements noted in a current preliminary title report do not have an impact on the opinion(s) of value as provided in this report. If, at some future date, any easements are determined to have a detrimental impact on value, the appraiser reserves the right to amend the opinion(s) of value contained herein.



## SITE DESCRIPTION



### **Land Area:**

A lot line adjustment is being processed. Once recorded the subject will be identified by three separate parcels with a combined land area 2.09± acres. The estimate of value contained herein is based on a hypothetical condition assuming completion of the lot line adjustment.

### **Topography:**

The topography of the subject property slopes downward from northeast to southwest. The western portion of the property is at street grade (level with Oak Street).

**Shape:**

Irregular

**Soils:**

The appraiser has not been provided with a soils report to determine the load bearing capacity of the subject property. No adverse subsoil conditions are apparent. Based on the existence of the subject structure, as well as buildings on adjacent parcels, it appears the subject possesses adequate load-bearing capacity for development.

**Frontage/Visibility/Access:**

| Off-Site<br>Characteristics | Oak<br>Street       |
|-----------------------------|---------------------|
| Paving                      | Asphalt             |
| Curbs                       | Yes                 |
| Gutters                     | Yes                 |
| Sidewalks                   | Yes                 |
| Lanes                       | 2                   |
| Direction of Traffic        | Northeast/Southwest |
| Condition                   | Average             |
| Traffic Levels              | Average             |
| Access/Curb Cuts            | Average             |
| Visibility                  | Average             |

**Drainage:**

Based on our physical inspection of the subject property, it appears the site has been graded and paved in such a way so as to provide adequate drainage.

**Utilities:**

Public utilities, including electricity, natural gas, sewer, water and telephone service, are available to the property.

**Environmental Issues:**

A Phase I Environmental Site Assessment was prepared by Brusca Associates, Inc. on October 20, 2016. While there were no contamination issues identified, the surveyors noted the existence of the underground storage tank and stated "the potential for subsurface petroleum hydrocarbon contamination due to the use of the onsite 2,000-gallon diesel UST system is considered a recognized environmental condition that warrants further site assessment (i.e., subsurface soil sampling/testing)." The appraiser has no knowledge of soil contamination on the property but is not qualified to detect such substances. The presence of potentially hazardous materials could affect the value of the property. The value estimate is

predicated on the assumption there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

**Adjacent Uses:**

North  
South  
East  
West

City of Roseville offices  
Roseville public library  
Dry Creek and Royer Park  
Office and retail development

**Conclusion:**

Overall, the subject property is functional in terms of its size, topography, shape and overall location within the city of Roseville. There appear to be no unusual or restrictive physical limitations to the property.

## **IMPROVEMENT DESCRIPTION**

The subject property represents a three-story fire station and administrative office located at 401 Oak Street, within the city of Roseville, Placer County, California. A description of the construction components for the subject's improvements is detailed on the following pages, based on our physical inspection of the subject property on October 20, 2016.

### **Structural/Exterior/Mechanical**

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Foundation:             | Reinforced concrete                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Structure:              | The structure is of concrete block, precast concrete; and steel frame construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Exterior Walls:         | The exterior walls are pre-cast concrete, concrete block and metal on the third floor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Roof:                   | Membrane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Doors/Windows:          | The doors and windows have aluminum frames with tinted glass.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| HVAC:                   | The property is heated and cooled via a central HVAC system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Rentable Building Area: |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| First Floor             | 15,070± square feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Second Floor            | <u>3,930± square feet</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Total                   | 19,000± square feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                         | The subject property also contains 13,543± square feet of basement space. City representatives noted this area is in the floodplain and has restrictions on renovation or conversion. It also has limited marketability due to lower ceilings, reduced window lines, and limited access. The basement is therefore not included in the calculation of rentable area for the subject. Reportedly, the proposed buyers of the subject will occupy the first and second floors only, as they are concerned with the location of the basement in the floodplain and the inability to renovate/reconfigure the space. |
| Number of Stories:      | Three (includes basement)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## **Interior**

|                      |                                                                                                                                                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Floors:              | A combination of commercial grade carpet, ceramic tile, vinyl tile and concrete                                                                                     |
| Walls:               | Textured and painted drywall                                                                                                                                        |
| Ceilings:            | A combination of acoustical panels in T-bar grids and finished ceilings                                                                                             |
| Lighting:            | Recessed fluorescent lighting with some areas having affixed fluorescent fixtures                                                                                   |
| Restrooms:           | The ground level (basement) and first floor each have one set of restrooms. The second floor has two sets of restrooms with a shower area in the sleeping quarters. |
| Fire Sprinklers:     | None                                                                                                                                                                |
| Stairwells/Elevator: | There are two stairwells and one elevator providing access to each floor.                                                                                           |

## **Site Improvements**

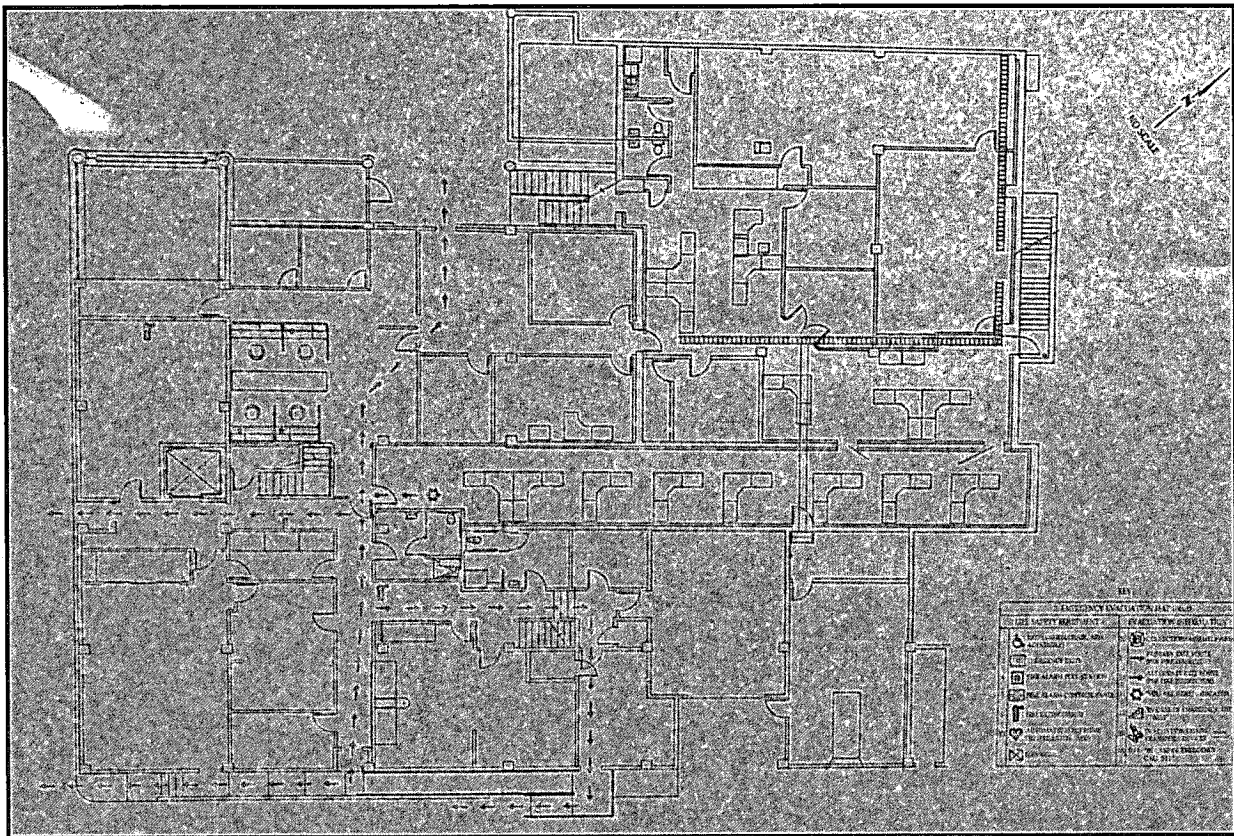
|                         |                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Parking:                | The subject property has approximately 105 spaces.                                                                        |
| Landscaping:            | Landscaping includes a typical quantity and quality of shrubs and trees around the perimeter of the property.             |
| Site Coverage Ratio:    | 17% (based on the footprint of the building in relation to the land area, assuming completion of the lot line adjustment) |
| Floor Area Ratio (FAR): | 0.36 (assuming completion of the lot line adjustment)                                                                     |

## **Age/Condition**

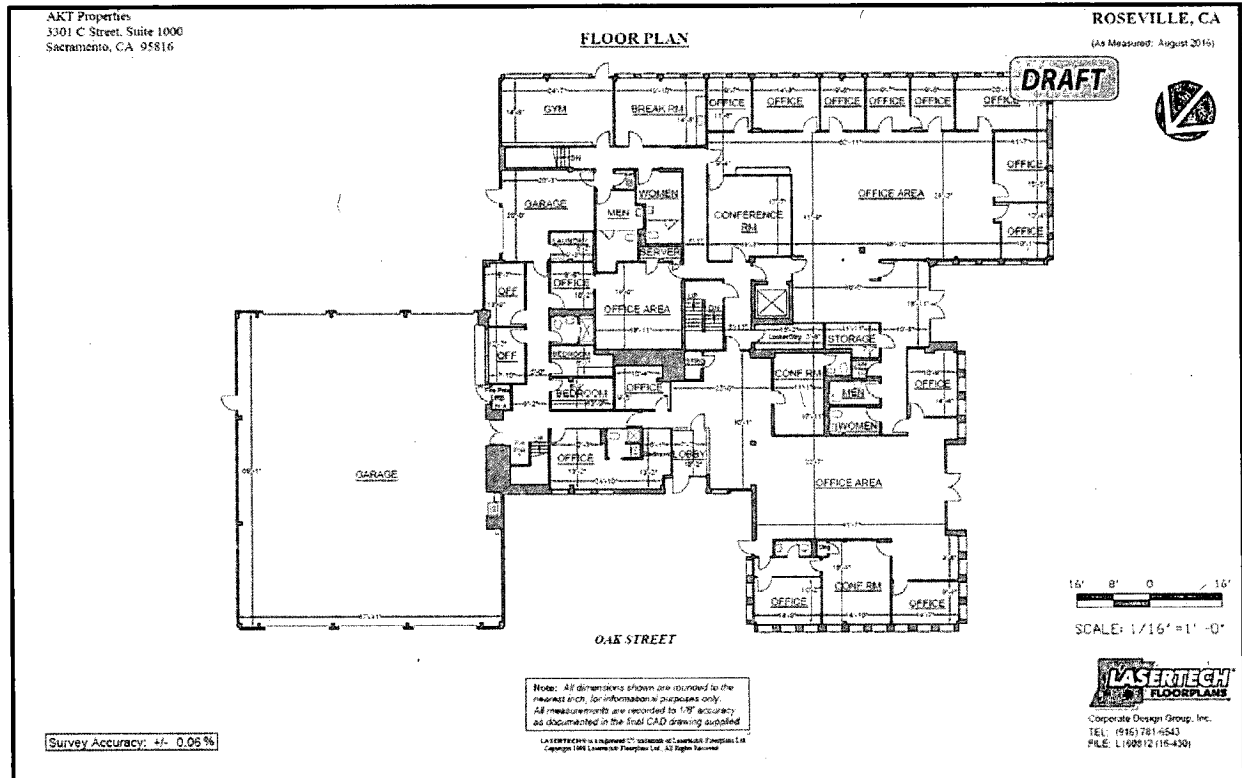
|                    |                                                 |
|--------------------|-------------------------------------------------|
| Chronological Age: | The building was reportedly constructed in 1971 |
| Effective Age:     | 25± years                                       |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Remaining Economic Life: | 25-30± years (upon curing of deferred maintenance)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Deferred Maintenance:    | <p>City representatives noted there is an underground tank on the site and the building has asbestos. We used information contained in our appraisal files to estimate storage tank and asbestos removal. Note that we are not experts in the field of determining the existence or severity of these issues, and the cost of remediation could vary greatly. It is highly recommended that contractors are consulted to obtain accurate costs.</p> <p>A property condition assessment report was prepared by AEI Consultants in October 2016. In this report, the consultants identified issues of deferred maintenance that require repair. Items include storm water drainage and retaining wall improvements, parking lot repair, sidewalk and curb repair, framing and cladding improvements, and other miscellaneous repairs. The total estimated cost of curing these items is \$122,300. This estimate will be relied upon in the valuation of the subject property.</p> |
| Functional Obsolescence: | None determined                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Condition:               | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Quality:                 | Average                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## Floor Plan – Basement



## Floor Plan – First Floor

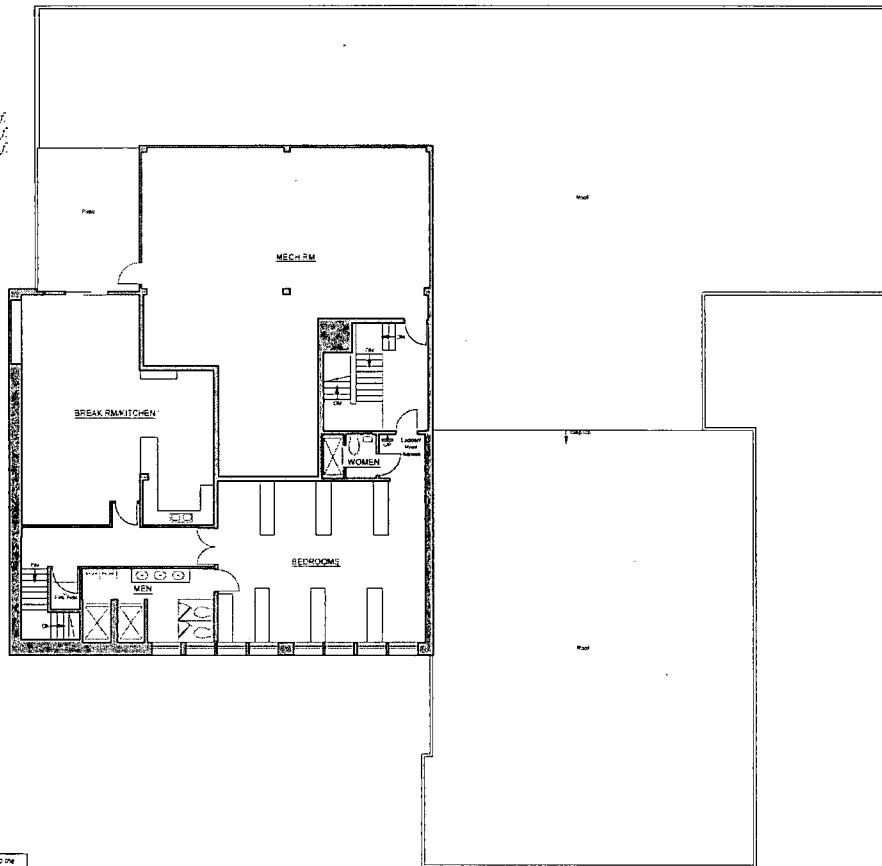


# Floor Plan – Second Floor

PREPARED FOR:  
AKT Properties  
3301 C Street, Suite 1000  
Sacramento, CA 95816

Measured Area: 3,930 s.f.  
Piano: 295 s.f.  
Roof Area: 7,341 s.f.

401 OAK STREET  
ROSEVILLE, CA  
SECOND FLOOR  
(As Measured: September 2011)  
FLOOR PLAN



NOTE: All dimensions shown are rounded to the nearest inch, for informational purposes only. All measurements are recorded to 1/8" accuracy as shown on the final CAD drawing supplied.

Survey Accuracy: +/- 0.06 %

OAK STREET

LASERTECH is a registered trademark of LaserTECH. All Rights Reserved.

8" 4" 0" 8"

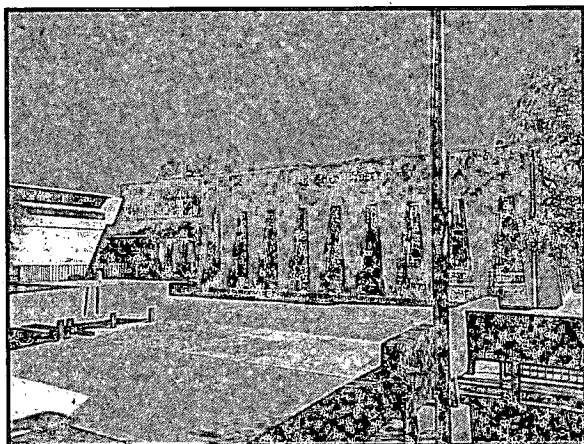
SCALE: 1/8" = 1' - 0"



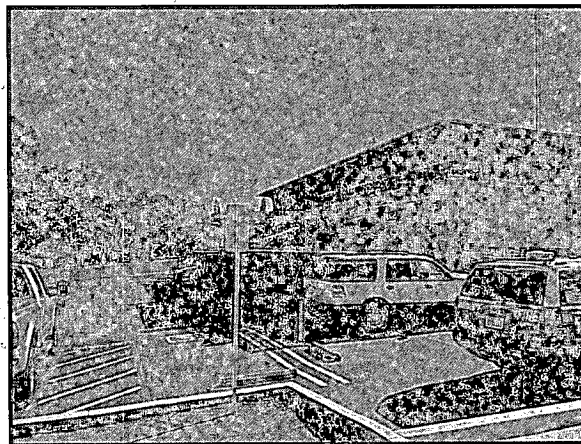
TEL: (916) 781-4542  
P.O. BOX 1180924 (10-456)



SUBJECT PHOTOGRAPHS



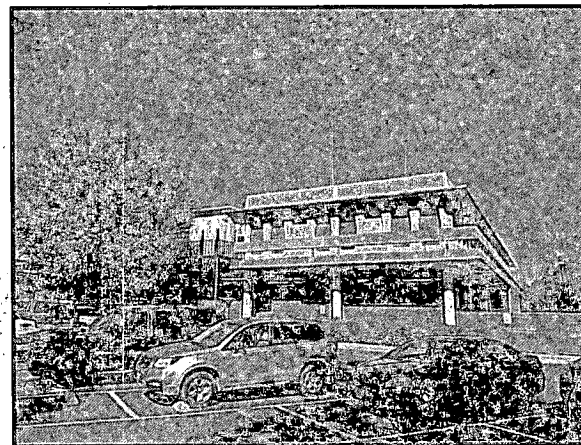
Northwest side of subject



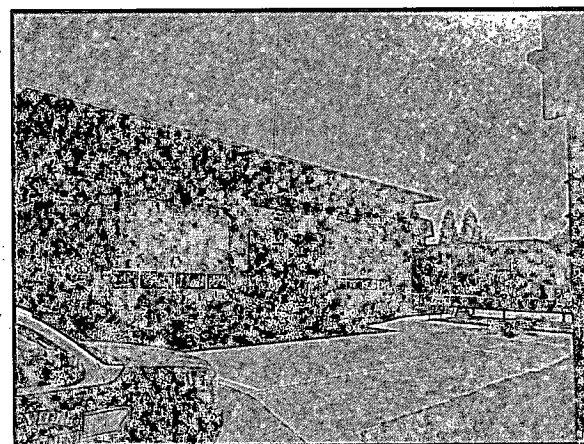
Northeast side of the subject



Southeast side of the subject property



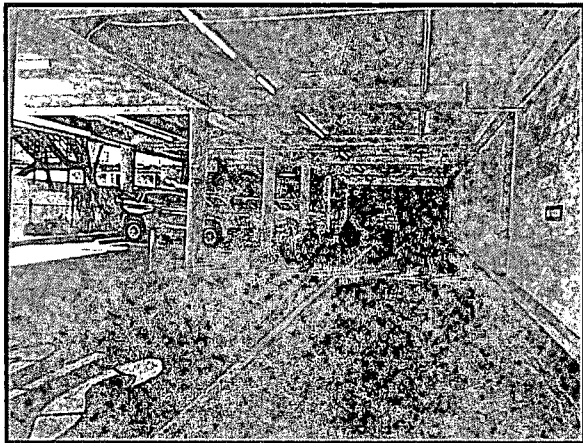
Southwest side of the building



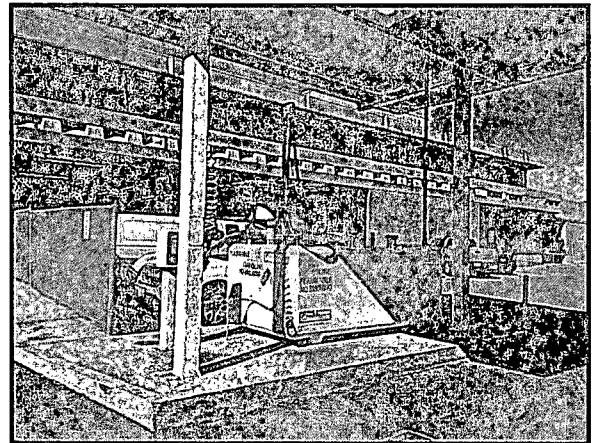
Fire engine bay



North parking lot



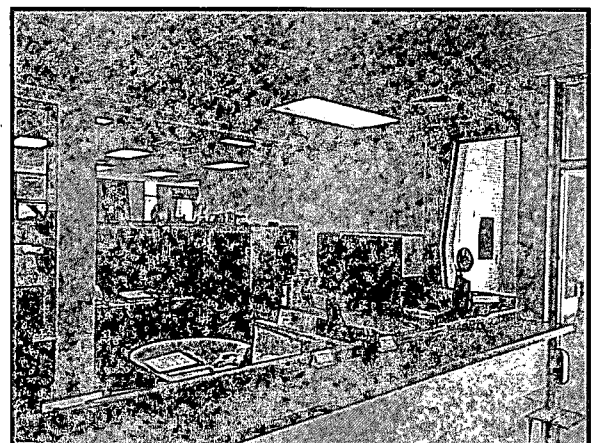
Basement parking garage



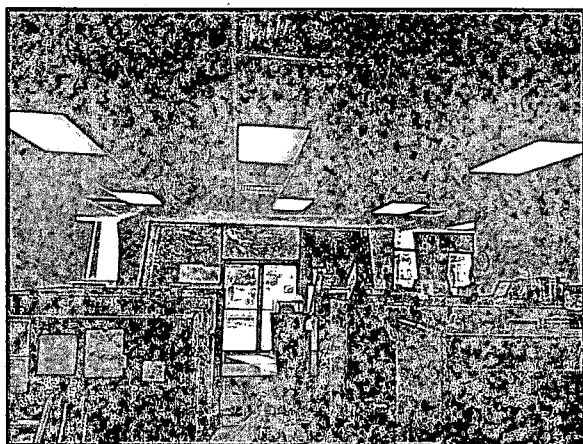
Gas tank



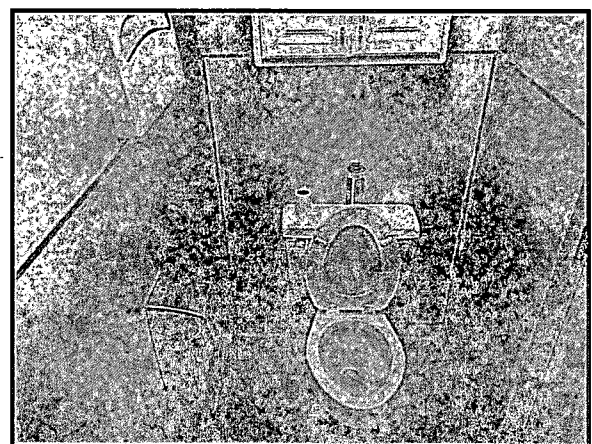
South parking lot



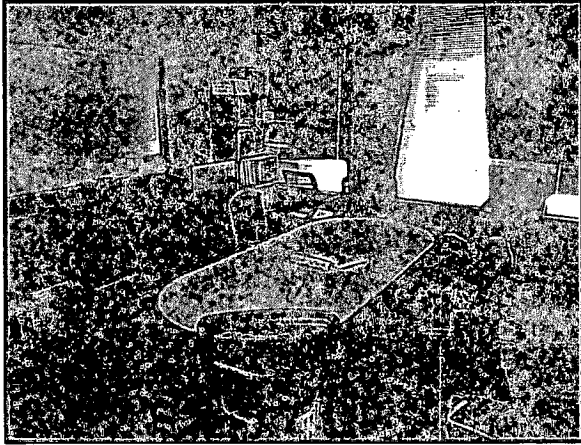
1<sup>st</sup> floor reception and office space



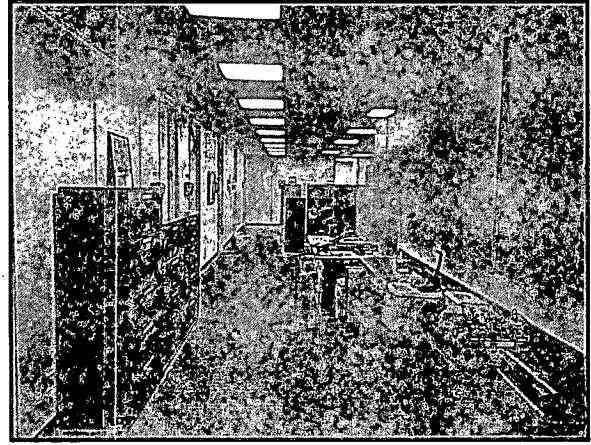
1<sup>st</sup> floor office space



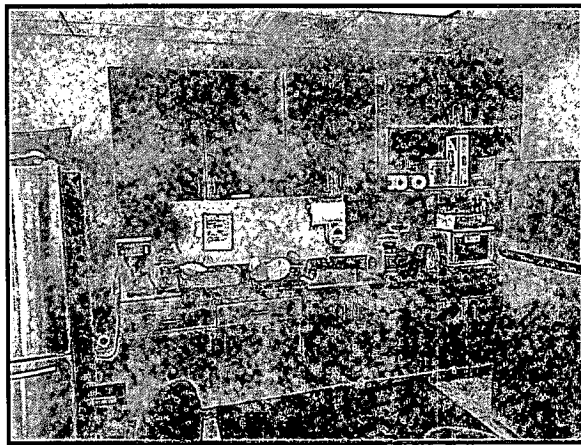
Restroom



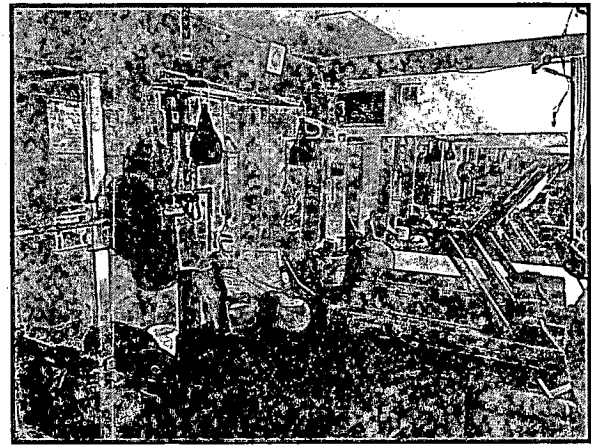
1<sup>st</sup> floor conference room



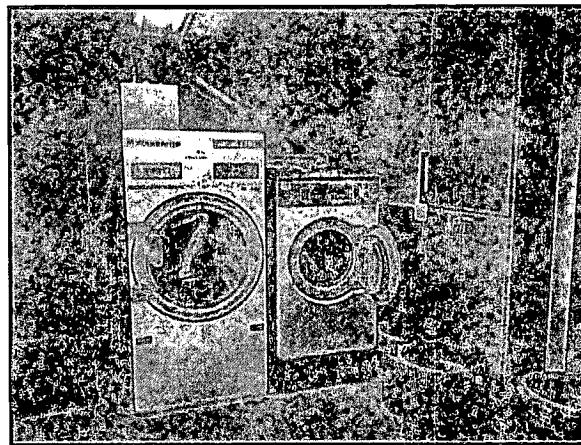
1<sup>st</sup> floor office space



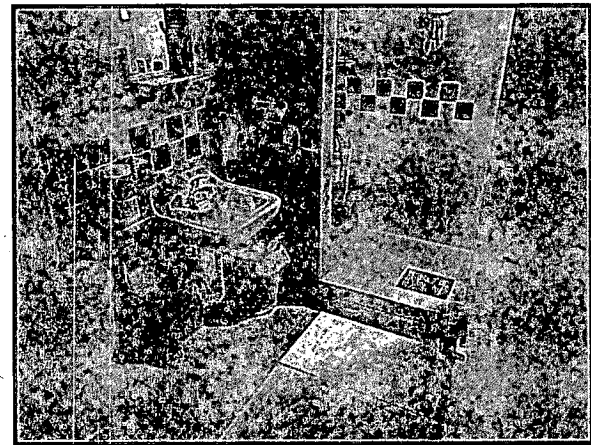
1<sup>st</sup> floor break room



1<sup>st</sup> floor gym space

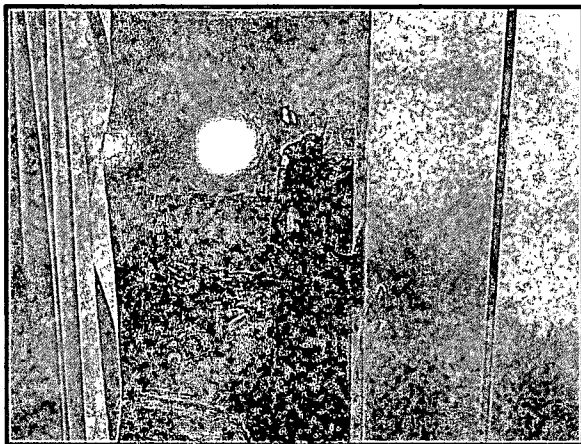


1<sup>st</sup> floor laundry room

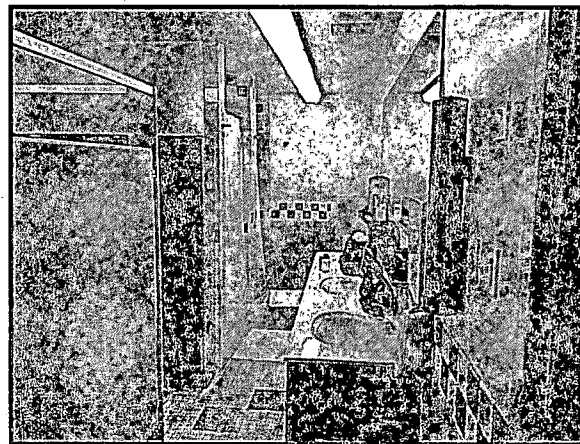


2<sup>nd</sup> floor restroom and shower





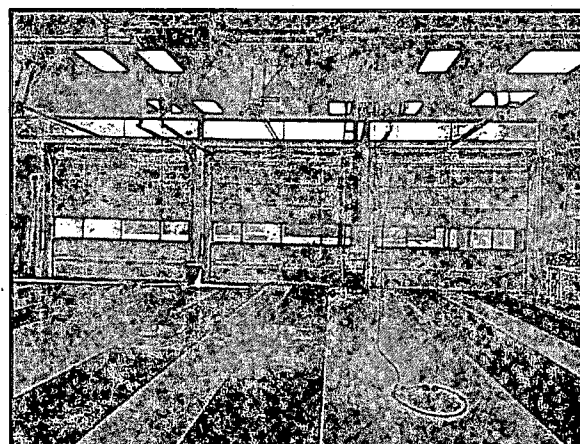
2<sup>nd</sup> floor living quarters



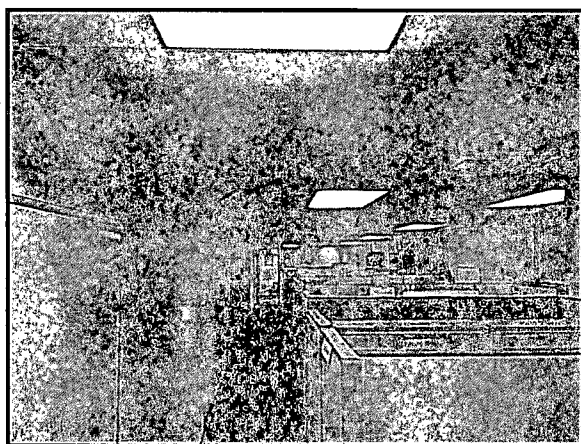
2<sup>nd</sup> floor living quarters restroom and shower



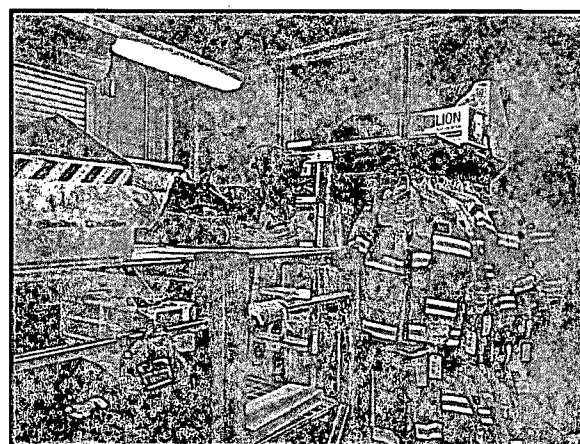
2<sup>nd</sup> floor break room



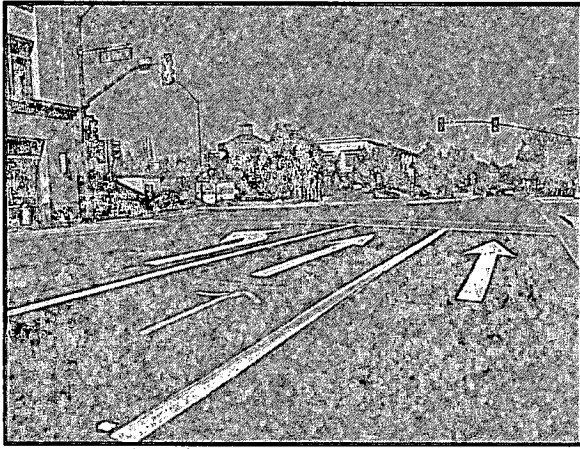
Fire engine bay



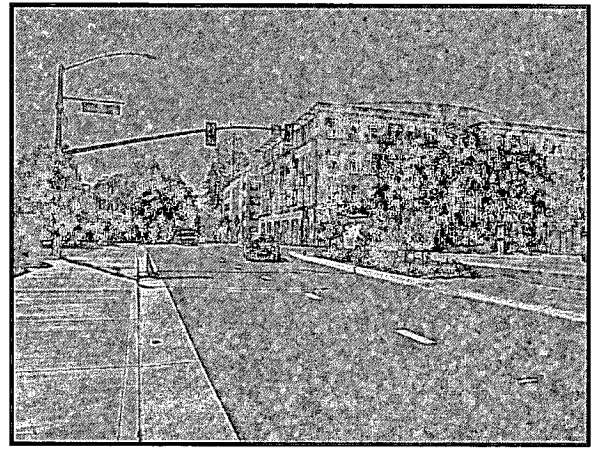
Basement office space



Basement storage area

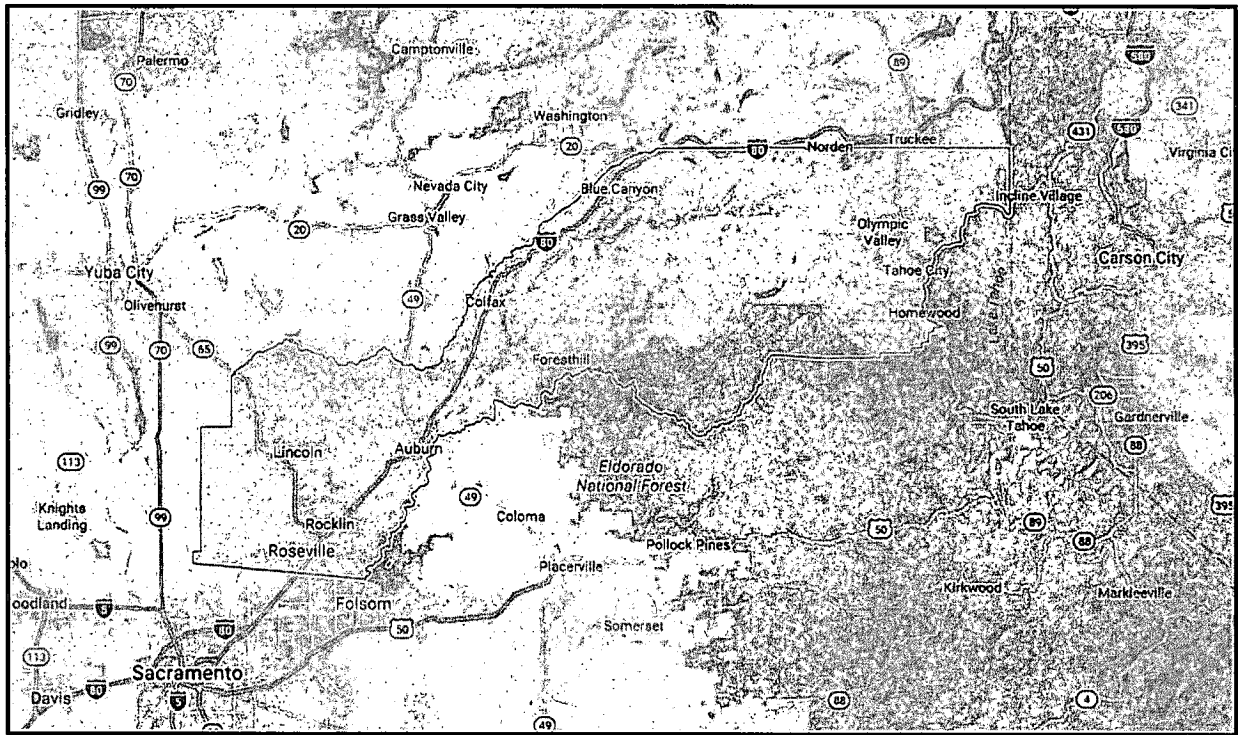


Looking north along Oak Street



Looking south along Oak Street

## PLACER COUNTY



### **Introduction**

Placer County is part of the four-county Sacramento Metropolitan Area, along with the counties of Sacramento, Yolo and El Dorado. The county is located in the north-central part of California, approximately 420 miles north of Los Angeles, 250 miles south of Oregon, 100 miles northeast of San Francisco, 80 miles west of Lake Tahoe, and 100 miles southwest of Reno. The southernmost part of Placer County consists of a valley commonly referred to as South Placer; while the remainder of the county is divided into the Gold Country, where parts of Auburn and Colfax are located, and the High Country, which encompasses Tahoe City and Kings Beach along Lake Tahoe. Placer's largest cities are Roseville, Rocklin and Lincoln. Elevations in the county range from 165 feet above sea level in Roseville to 10,000 feet above sea level in the Sierra Nevada Mountains.

Placer County is developed with a mix of urban and rural uses. The larger cities, namely Roseville and Rocklin, are mostly urban, while the smaller communities, such as Loomis and Newcastle, have remained rural. Auburn and Lincoln both exhibit a combination of urban and rural settings. However, in recent years the city of Lincoln has experienced dramatic growth and development, and has become one of the fastest-growing cities in California.

## Population

Placer County has experienced population growth in recent years, primarily in the southern part of the county. The primary points of origin for in-migration to the region are the Bay Area, other parts of the Sacramento region, and Southern California. The state's population data indicate a strong pattern of movement by residents from high-cost, high-density Bay Area counties to inland areas in Northern California.

Following is a table depicting the population change in Placer County and its component cities over the past few years.

| POPULATION TRENDS |                |                |                |                |                |                |             |
|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------|
| City              | 2011           | 2012           | 2013           | 2014           | 2015           | 2016           | %/Yr        |
| Auburn            | 13,453         | 13,631         | 13,762         | 13,993         | 14,022         | 14,070         | 0.9%        |
| Colfax            | 1,979          | 2,015          | 2,049          | 2,062          | 2,064          | 2,068          | 0.9%        |
| Lincoln           | 43,399         | 44,167         | 45,005         | 45,990         | 46,688         | 47,339         | 1.8%        |
| Loomis            | 6,493          | 6,554          | 6,589          | 6,633          | 6,646          | 6,692          | 0.6%        |
| Rocklin           | 58,054         | 58,735         | 59,236         | 59,776         | 60,325         | 60,351         | 0.8%        |
| Roseville         | 121,052        | 123,973        | 127,438        | 129,822        | 131,433        | 134,073        | 2.2%        |
| Unincorporated    | <u>108,798</u> | <u>109,077</u> | <u>108,338</u> | <u>108,900</u> | <u>109,060</u> | <u>109,203</u> | <u>0.1%</u> |
| <b>Total</b>      | <b>353,228</b> | <b>358,152</b> | <b>362,417</b> | <b>367,176</b> | <b>370,238</b> | <b>373,796</b> | <b>1.2%</b> |

Source: California Department of Finance

As indicated in the previous table, Placer County has experienced a strong average rate of annual growth of 1.2% over the past five years. The city of Roseville is the fastest growing part of the region. Loomis and the unincorporated communities have had relatively little growth.

Over the past decade, Placer County has been the fastest-growing county within the four-county Sacramento MSA (which also includes Sacramento, El Dorado and Yolo Counties). It is projected this trend will continue for the near future.

## Transportation

Interstate 80, State Highway 65 and State Highway 193 are the major routes traversing the region. Major urban arterials in the southern part of the county include Douglas Boulevard, Sierra College Boulevard, Roseville Parkway, Pleasant Grove Boulevard, Sunrise Avenue, Auburn-Folsom Road and Foothills Boulevard. In 2005, a major public improvement project was completed at the Douglas Boulevard/ Sunrise Avenue/ Interstate 80 intersection. The project added new lanes, new on/off ramps and a tunnel that have greatly improved traffic flow in the area.

In addition to roadways within the county limits, south Placer County enjoys proximity to many of the Sacramento region's freeways that provide access to the San Francisco Bay Area to the west, Central and Southern California to the south, Northern California and Oregon to the north, and

Nevada to the east. Sacramento International Airport is situated about 10 miles west of the county border. The county is also home to a couple of small private airports. The region has good railroad service, including the transcontinental Union Pacific Railroad and Amtrak. The Capital Corridor system provides high-speed commuter rail service from Roseville to San Jose.

### **Employment & Economy**

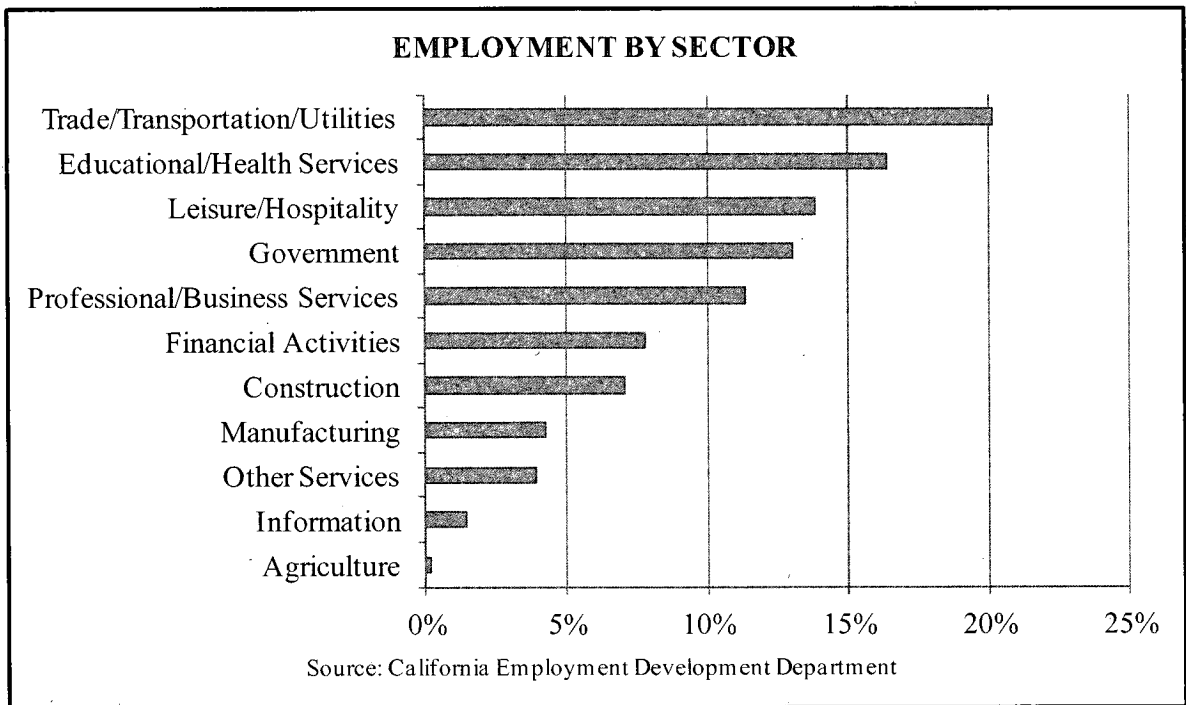
The California Employment Development Department has reported the following employment data for Placer County over the past several years.

| <b>EMPLOYMENT TRENDS</b>                             |             |             |             |             |             |             |
|------------------------------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                                                      | <b>2010</b> | <b>2011</b> | <b>2012</b> | <b>2013</b> | <b>2014</b> | <b>2015</b> |
| Labor Force                                          | 173,300     | 173,700     | 175,200     | 176,300     | 176,500     | 178,200     |
| Employment                                           | 153,200     | 154,900     | 158,800     | 162,700     | 165,500     | 169,200     |
| Job Growth                                           | (8,200)     | 1,700       | 3,900       | 3,900       | 2,800       | 3,700       |
| Unemployment Rate                                    | 11.6%       | 10.8%       | 9.4%        | 7.7%        | 6.2%        | 5.1%        |
| Source: California Employment Development Department |             |             |             |             |             |             |

The unemployment rate in Placer County was 4.7% in August 2016, which compares to rates of 5.5% for California and 4.9% for the U.S. Most areas within the state and nation, including Placer County, saw declining unemployment rates in 2004 through 2006, increases from 2007 to 2010, and declines during 2011-2016.

Placer County has a diverse economy, with no one sector accounting for a majority of the employment in the region. The following chart indicates the percentage of total employment for each sector within the county.





As can be seen in the chart above, the area's largest employment sectors are Trade/Transportation/Utilities, which includes retail and wholesale trade (20.2% of total employment); Educational and Health Services (16.4%); Leisure and Hospitality (13.9%); and Government (13.1%).

Although many residents commute to employment centers in Sacramento, Placer County offers thousands of jobs and attracts workers from the local area as well as "reverse commuters" from Sacramento and residents of outlying areas such as Marysville/Yuba City to the north. The largest employers in the county, according to the Sacramento Business Journal Book of Lists 2015, are Kaiser Permanente (3,839 employees in the county), Sutter Health (3,693), Squaw Valley Alpine Meadows (2,500, seasonal), Placer County (2,378), Hewlett-Packard Co. (2,000), and Thunder Valley Casino Resort (1,875).

### **Household Income**

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. In the year 2014 (most recent data available from the U.S. Census Bureau), Placer County's median household income was \$75,689, which was higher than the state of California's median income of \$61,927.

## **Recreation & Community Services**

Placer County has ample community services and recreational opportunities. The County, cities and various park districts operate numerous public parks, golf courses, aquatic centers, libraries and community centers. Many private golf courses are located in the region, and several ski resorts are located in the mountains. Within the county lies a portion of the Folsom Lake State Recreation Area, a boating, fishing, and swimming retreat.

In terms of higher education, Placer County is home to Sierra College in Rocklin, a two-year community college offering a wide range of day and evening classes serving over 25,000 students. Heald College, a business and technology vocational school, is located in Roseville, as is an extension campus for Sierra College, located at the old Sutter Hospital on Sunrise Avenue. In 2004, William Jessup University, a private Christian college, moved from San Jose to a new facility in Rocklin.

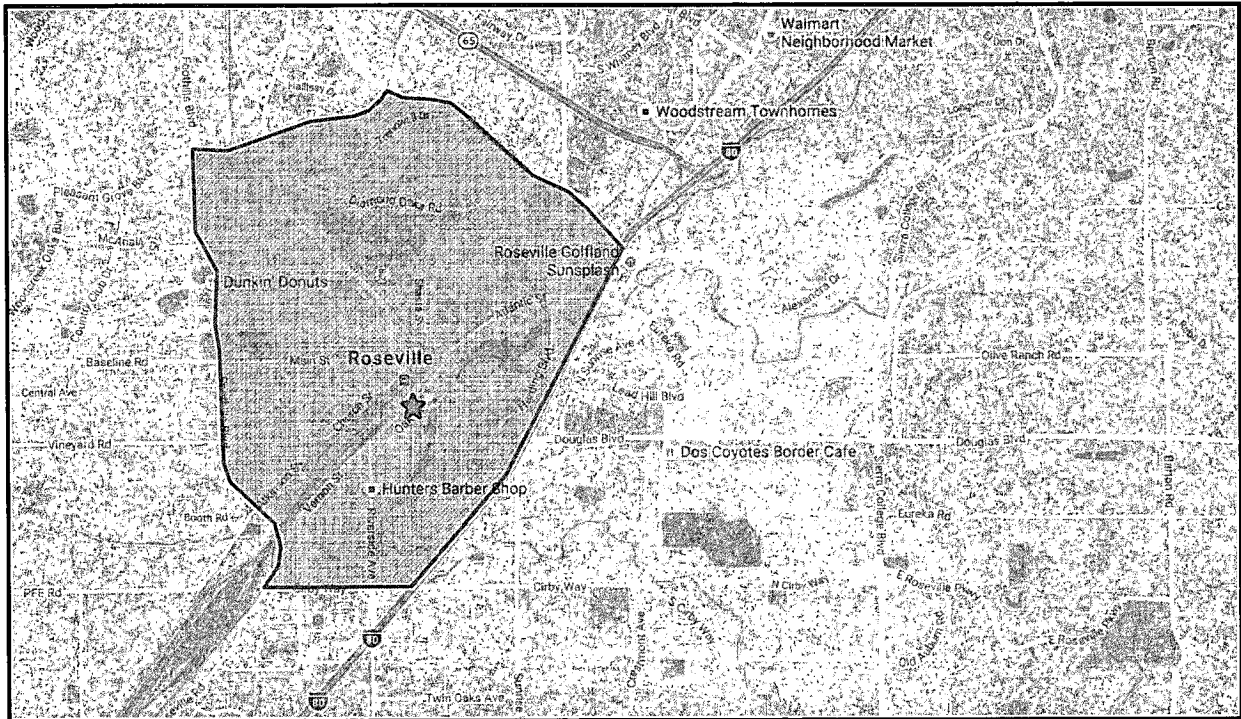
The region offers good health services, including hospitals and medical office facilities. Two hospitals are located in Roseville – the Sutter Roseville Medical Center and Kaiser Permanente, both of which have recent or current expansion projects. The city of Auburn is home to Sutter Auburn Faith Hospital, Sutter Medical Center-Auburn, UC Davis Medical Center, Foundation Medical Clinic and Heritage Medical Center Complex. The city of Lincoln contains medical offices/clinics operated by Sutter, UC Davis, Kaiser and Catholic Healthcare West. In addition to these institutional health care facilities, the county is home to a large and growing number of private physicians, dentists, clinics and other medical specialists.

The city of Roseville is south Placer's hub for fine dining and entertainment. Several upscale restaurants are situated along Eureka Road, Roseville Parkway and Galleria Boulevard. Roseville contains two multi-screen movie theatres on Eureka Road. Another theatre recently opened in Rocklin. Shopping centers are widespread, the largest of which is the Galleria at Roseville, a regional shopping mall that opened in 2000 and was expanded in 2008-2009. The mall is anchored by Nordstrom, Macy's, Sears and JC Penney.

## **Conclusion**

Placer County is a diverse area, with growing cities, small towns and rural areas, and an abundance of open space. The cities of Roseville, Rocklin and Lincoln have experienced strong growth in population and development over the past several years. Placer County is one of the most affluent in the greater Sacramento region in terms of household income levels. The area has a number of positive attributes, including seismic stability, a well-educated work force, good transportation systems, relative affordability and availability of housing compared to the Bay Area, and an excellent level of community services. The long-term outlook for the region is very good.

## **NEIGHBORHOOD**



### **Introduction**

This section of the report provides an analysis of the observable data that indicates patterns of growth, structure and/or change that may enhance or detract from property values. For the purpose of this analysis, a neighborhood is defined as “a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.”<sup>3</sup>

### **Neighborhood Boundaries**

The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located in the central portion of the city of Roseville. The subject's neighborhood can generally be described as Interstate 80 to the east, Cirby Way to the south, Foothills Boulevard to the west, and Pleasant Grove Boulevard to the north.

<sup>3</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 156.

## Demographics

According to demographic reports prepared by Esri Business Analyst Online, current and projected five year demographic information within the subject's zip code (95678) is summarized in the following table.

| Demographics                  | 2016     | 2021     |
|-------------------------------|----------|----------|
| Population                    | 43,107   | 45,334   |
| Households                    | 16,515   | 17,369   |
| Families                      | 10,655   | 11,195   |
| Average Household Size        | 2.59     | 2.59     |
| Owner Occupied Housing Units  | 8,803    | 9,185    |
| Renter Occupied Housing Units | 7,712    | 8,184    |
| Median Age                    | 34.8     | 35.4     |
| Median Household Income       | \$65,110 | \$75,991 |
| Average Household Income      | \$81,694 | \$88,804 |
| Per Capita Income             | \$31,621 | \$34,331 |

As reported by CoreLogic Information Services, the median resale home price in the city of Roseville as of August 2016 (latest available) was \$425,000, which marks an increase of 11.8% from the same period last year. The median resale home price in Placer County as of the same period was \$435,000, which marks an increase of 7.4% from the same period last year.

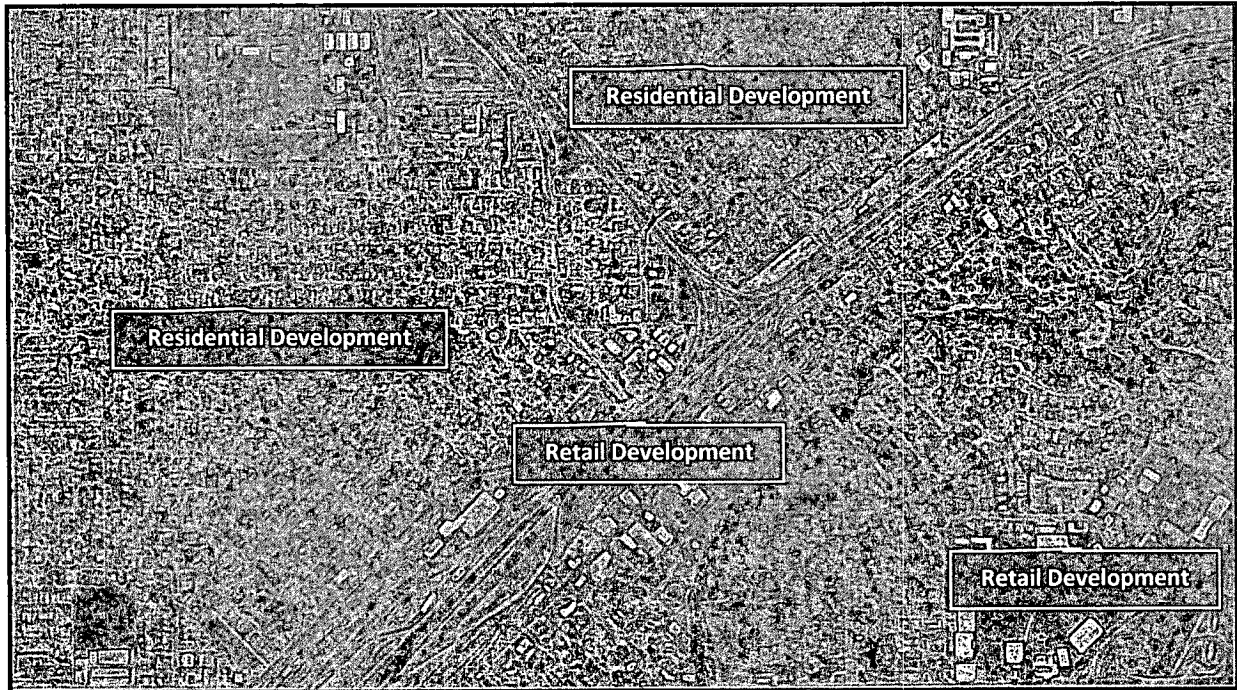
## Transportation

The subject property is located along the east line of Oak Street, at the terminus of Grant Street within Roseville. Primary neighborhood thoroughfares in the subject's vicinity include Vernon Street, Washington Boulevard, Atlantic Street, Douglas Boulevard and Riverside Avenue. The latter three thoroughfares connect with Interstate 80 within two miles of the subject. Interstate 80 is a major east-west freeway connecting the area with Sacramento and San Francisco to the west and Reno, Nevada to the east. Just south of the subject property are railroad tracks used by Union Pacific for freight transport and Amtrak for passenger transport. The Union Pacific Railyards are located at the eastern boundary of the subject neighborhood, just east of Foothills Boulevard. Amtrak's passenger rail station is located on Pacific Street in Downtown Roseville, just south of the subject. Amtrak provides daily service to Sacramento, Davis, Martinez, and Emeryville to the west; to the east, the trains connect with Colfax, Truckee and Reno.

## Land Uses

The subject neighborhood contains a mix of residential, commercial and community uses. The neighborhood is estimated to be over 90% built-out. Historic Old Town is located north of the railroad tracks and is bounded by Main Street to the north, Pacific Street to the south, Washington

Boulevard to the west and Lincoln Street to the east. Downtown is located south of the railroad tracks primarily along the Vernon Street corridor. Notable land uses in the area include Royer Park, Chamber of Commerce Offices, Roseville Civic Center, U.S. Post Office, Roseville Theater, Tower Theater and the train station/multi-modal facility.



New construction in Downtown Roseville includes the replacement of the city hall annex building at 316 Vernon Street. The city is currently constructing a four-story, 83,000 square foot office building. Sierra College has reportedly signed a 10-year lease to occupy the entire second and part of the third floor of the building. The city also plans to relocate many departments into the new office building, including fire administration, parks and recreation, and information technology.

### **Community Uses**

There are several community uses in the neighborhood, such as schools, churches, medical facilities, parks, and recreational and cultural facilities. Three other smaller parks in the area include Royer Park/Saugstad Park, located at the northwest corner of Park Drive and Douglas Boulevard, Woodbridge Park, which is situated at the corner of Sierra Boulevard and Mariposa Street. Schools within close proximity include; Roseville High School, Independence High School, Adelante High School, and Ferris Spanger Elementary School. Other community uses in the general area include a number of churches, hospitals, public parks and municipal and public golf courses located throughout the city.

## **Conclusion**

In summary, the subject property is located near the eastern edge of Roseville's Downtown/Historic Old Town neighborhood. A balance of residential and supporting commercial and community uses characterizes the area. The subject neighborhood benefits from several positive factors, including fairly convenient access to Interstate 80 and proximate to employment centers and community services. The area is mostly built-out with a mix of commercial and residential development. It is anticipated the population in the subject neighborhood will continue to be steady to slightly increasing, but at a slow to moderate pace given the high build-out ratio of the area.

## **OFFICE MARKET**

The Sacramento office market has shown signs of stabilization and improvement since 2012 after contracting for the previous couple of years amid high unemployment, tight credit conditions and a large inventory of new office buildings. Net absorption of office space has been positive in 16 of the last 19 quarters. Net absorption was over 1 million square feet in 2015, up from about 519,000 square feet in 2014. The region's vacancy rate has declined over the past four years, except for slight upticks in the first quarters of 2015 and 2016. The average vacancy rate was 14.9% in the third quarter of 2016, down from 15.8% in the previous quarter and down from 17.4% a year earlier. (These figures are based on surveys published by CBRE for office buildings 10,000 square feet or larger, excluding government-owned, medical and owner-user buildings.)

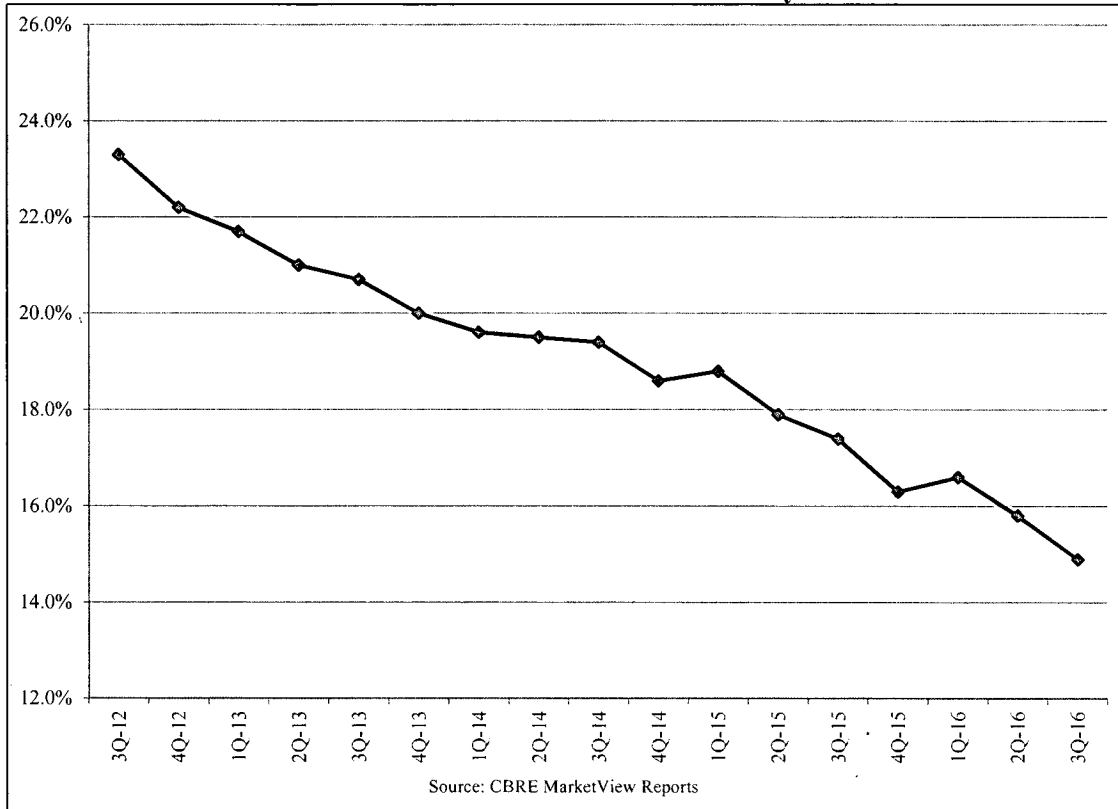
Employment conditions in the region have generally improved over the last couple of years. The unemployment rate in the Sacramento MSA was 5.4% in August 2016, compared to rates of 5.5% for California and 4.9% for the U.S. In the one-year period ending with August 2016, the number of jobs in the region increased by about 2.2%.

The State of California represents the largest user of office space in the Sacramento region. Although the State is currently looking for office space, it is uncertain how their space needs may change over the coming years. Additionally, the State typically has lease cancellation rights in its standard lease agreements. Sacramento County is another major office tenant in the region. According to CBRE, government leases accounted for about 26% of the region's top leases in 2015.

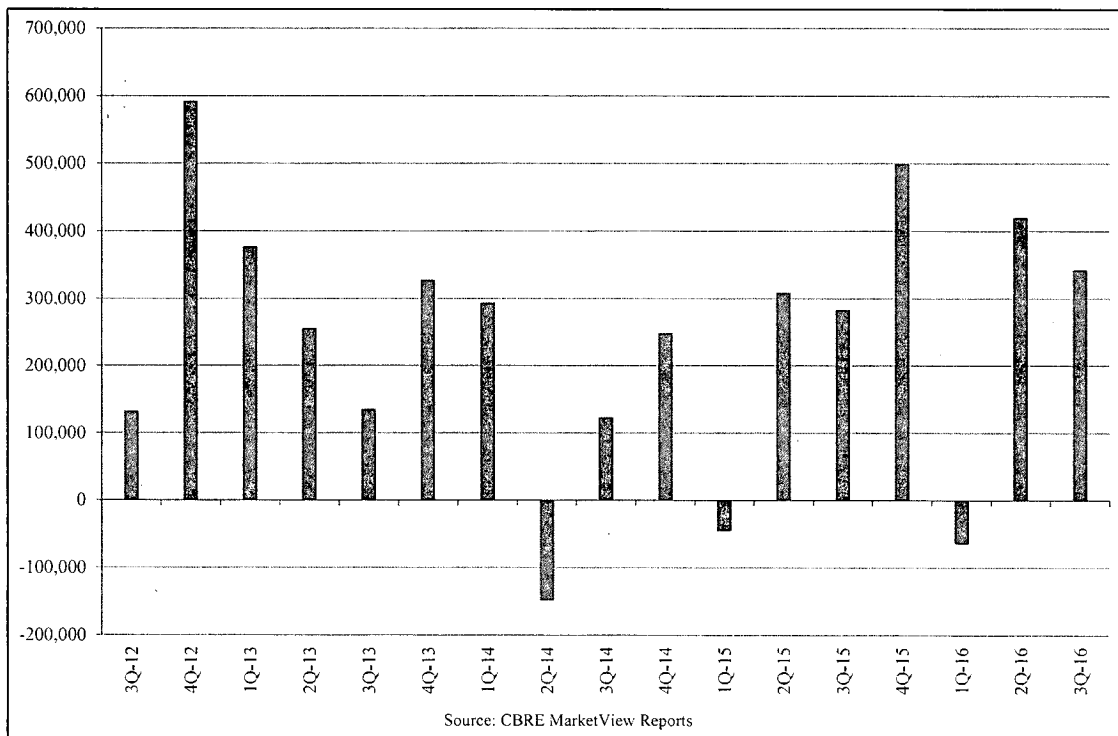
### **Vacancy & Absorption**

The charts on the following page show recent vacancy and net absorption trends in the region.

### Sacramento Office Market Vacancy



### Sacramento Office Market Net Absorption (SF)





Office vacancy in the region has declined over the past three years, except for slight increases in the first quarters of both 2015 and 2016. In terms of annual net absorption, 2005 was a very strong year, followed by fairly strong absorption in 2006 and 2007, and then a sharp decline in 2008 and 2009. For the year 2010, net absorption of office space in the region was about negative 356,000 square feet. The year 2011 saw a further decline, with net absorption of approximately negative 524,000 square feet. Net absorption has been very strong over the past five years, with over 780,000 square feet in 2012, nearly 1.1 million square feet in 2013, about 519,000 square feet in 2014, and over 1 million square feet in 2015. For year-to-date 2016 (three quarters), net absorption was over 702,000 square feet.

The following table shows recent vacancy and absorption data by submarket.

#### Sacramento Office Market Summary

| Submarket                 | Total SF<br>(millions) | Vacancy<br>3Q 2016 | Net Absorption<br>3Q 2016 | Net Absorption<br>Year to Date |
|---------------------------|------------------------|--------------------|---------------------------|--------------------------------|
| Midtown                   | 1.9                    | 8.3%               | 11,873                    | 41,278                         |
| West Sacramento           | 1.2                    | 7.1%               | 5,238                     | 24,536                         |
| South Sacramento          | 1.3                    | 20.3%              | 0                         | (9,722)                        |
| East Sacramento           | 0.4                    | 9.3%               | 0                         | 3,000                          |
| Howe Ave/Fulton Ave       | 1.8                    | 19.8%              | 10,340                    | 20,329                         |
| Natomas/Northgate         | 2.4                    | 26.3%              | (6,744)                   | 18,098                         |
| Watt Ave/Auburn Blvd      | 1.3                    | 18.3%              | 4,577                     | 16,778                         |
| Highway 50 Corridor       | 11.4                   | 19.3%              | 42,204                    | (218,216)                      |
| Carmichael/Fair Oaks      | 0.3                    | 16.7%              | 8,726                     | 5,403                          |
| Citrus Heights/Orangevale | 1.0                    | 11.8%              | 6,416                     | 18,451                         |
| Point West/Tribute        | 2.5                    | 16.3%              | 49,799                    | 95,509                         |
| Campus Commons            | 1.5                    | 17.0%              | 19,488                    | 32,277                         |
| Hazel/Folsom              | 2.6                    | 16.1%              | 10,289                    | 9,389                          |
| Elk Grove/Galt            | 1.2                    | 8.4%               | 60,790                    | 79,399                         |
| Roseville/Rocklin         | 7.1                    | 11.8%              | 60,182                    | 172,504                        |
| South Natomas             | 3.2                    | 9.5%               | 29,111                    | 194,899                        |
| Downtown                  | <u>10.7</u>            | <u>12.0%</u>       | <u>31,350</u>             | <u>198,257</u>                 |
| <b>Total</b>              | <b>51.9</b>            | <b>14.9%</b>       | <b>343,639</b>            | <b>702,169</b>                 |

Source: CBRE MarketView Reports

The submarkets with the highest net absorption levels in year-to-date 2016 were Downtown, South Natomas and Roseville/Rocklin. The leaders for the year 2015 were the Highway 50 Corridor, South Natomas and Downtown. The Downtown area is seeing a resurgence of demand due to the recent completion of the Golden 1 Center arena, which is home to the Sacramento Kings NBA basketball team as well as concerts and other events. The Highway 50 Corridor had a large negative net absorption in 2016 due to Bank of America vacating a 194,000 square foot facility.

Significant lease transactions in the third quarter of 2016 included: State Department of Food and Agriculture with 64,000 SF in South Natomas, State Office of Systems Integration with 64,000 SF in

South Natomas, and California Correctional Health Care Services with 46,000 SF in Elk Grove. In the second quarter, notable leases included: State Office of Statewide Health Planning and Development with 124,000 SF in South Natomas, State Department of Human Assistance with 81,000 SF in Natomas, and Judicial Council of California with 29,000 square feet in South Natomas.

### **Rental Rates**

According to CBRE surveys, rental rates for office space in the region generally trended downward from about mid-2008 to mid-2013, and have been flat to slightly increasing for the past three years. As of the third quarter of 2016, the region's average asking rate was \$1.78 psf/month (full service), compared to \$1.78 in the previous quarter and \$1.72 a year earlier. For the suburban submarkets, the average asking rate was \$1.66 psf/month, compared to \$2.40 for the Downtown submarket in the third quarter. In terms of property classes, the average rates in the third quarter were \$2.11 psf/month (full service) for Class A and \$1.72 for Class B. CBRE did not report an average rate for Class C properties.

### **New Construction**

Construction of office buildings has been very limited in the past few years. In 2013, there were two completions totaling 108,000 square feet; both were located in Roseville and both were acquired through foreclosure as partially completed buildings. There were no completions in 2014, 2015 or the first half of 2016. In the third quarter of 2016, a 110,000 square foot building was completed in the Laguna Corporate Center in Elk Grove, and a 50,000 square foot building was under construction in the Midtown submarket. A few small projects are in the early planning stages.

With over 7.7 million square feet of space currently vacant in the region, very little new construction is planned for the foreseeable future. In the more distant future, one of the locations that could see new office development is the Railyards redevelopment area located just north of Downtown Sacramento. Infrastructure work is under way in the area and vertical construction is not expected until at least 2018.

### **Submarket Analysis**

In order to analyze market conditions in the subject's immediate area, we have utilized survey data published by CB Richard Ellis and CoStar Property. The subject is located in the Roseville/Rocklin submarket with approximately 7.1 million square feet of office space.

According to market surveys published by CB Richard Ellis, the overall office vacancy rate in the Roseville/Rocklin submarket was approximately 11.8% as of the third quarter of 2016. During the same quarter, the submarket experienced positive absorption in the amount of 60,120 square feet.

Additionally, absorption was positive 172,504 square feet year-to-date. The submarket's vacancy rate is below the vacancy rate of 14.9% for the Sacramento region overall.

Pertaining to office properties more similar to the subject property, we queried CoStar Property Analytics to determine the supply and vacancy of office buildings containing 10,000 to 40,000 square feet of rentable building area in the subject's neighborhood (using a three-mile radius). This search revealed 97 properties containing a total rentable area of 1,874,876 square feet, of which 135,919 square feet was vacant as of the third quarter of 2016. The implied vacancy rate was 7.2%, which is below the vacancy rate reported by CB Richard Ellis for the Roseville/Rocklin submarket. The difference is likely attributable to the fact that the CoStar survey included only properties in the subject's immediate area, whereas the CBRE survey encompassed all office properties throughout the Roseville/Rocklin submarket.

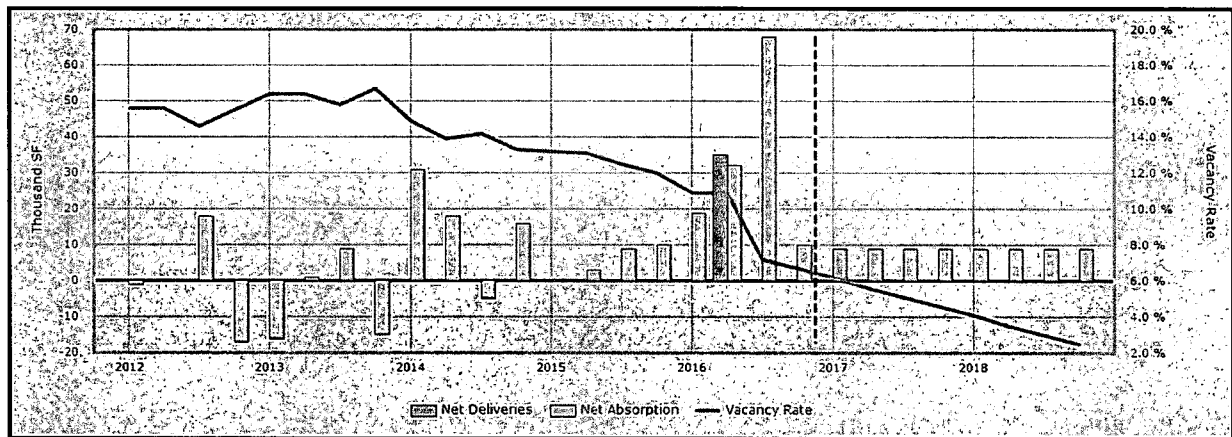
Absorption and average rental rates were also examined using CoStar Property Analytics with the same parameters discussed above. The table on the following page details vacancy and absorption for the subject's immediate area over the past three years.

| Period  | Total RBA | Vacancy | Vacancy % | Absorption | Average Rate* |
|---------|-----------|---------|-----------|------------|---------------|
|         |           |         |           |            | PSF/Month     |
| 2016 Q3 | 1,874,876 | 135,919 | 7.2%      | 68,374     | \$1.60        |
| 2016 Q2 | 1,874,876 | 204,293 | 10.9%     | (3,865)    | \$1.59        |
| 2016 Q1 | 1,838,997 | 200,428 | 10.9%     | 19,805     | \$1.56        |
| 2015 Q4 | 1,838,997 | 220,233 | 12.0%     | 10,357     | \$1.59        |
| 2015 Q3 | 1,838,997 | 230,590 | 12.5%     | 9,553      | \$1.61        |
| 2015 Q2 | 1,838,997 | 240,143 | 13.1%     | 3,466      | \$1.68        |
| 2015 Q1 | 1,838,997 | 243,609 | 13.2%     | 792        | \$1.61        |
| 2014 Q4 | 1,838,997 | 244,401 | 13.3%     | 16,790     | \$1.57        |
| 2014 Q3 | 1,838,997 | 261,191 | 14.2%     | (5,103)    | \$1.56        |
| 2014 Q2 | 1,838,997 | 256,088 | 13.9%     | 18,557     | \$1.64        |
| 2014 Q1 | 1,838,997 | 274,645 | 14.9%     | 31,996     | \$1.60        |
| 2013 Q4 | 1,838,997 | 306,641 | 16.7%     | -          | \$1.60        |

\* Gross leasing strategy

As can be seen above, vacancy in the subject's market has declined over the past three years. The data analyzed began in the fourth quarter of 2013 when vacancy was 16.7%. The vacancy for the most recently concluded quarter reached a three-year-low of 7.2%. In addition, overall lease rates have been generally stable. Current asking rates are approximately \$1.60 psf/month. Decreasing vacancy is an indication that the market is improving.

The following graph shows the average vacancy rate, absorption and deliveries over the past five years, as well as forecasted vacancy through 2018, as estimated by CoStar Property Analytics.



The above chart indicates there have been a small number of net deliveries of new office space within the subject's area over the last five years. Vacancy is projected to continue to decrease with positive net absorption through 2017 into 2018.

### Looking Ahead

Recent market trends suggest the Sacramento office market is in a recovery stage; however, most market participants expect recovery and growth to be a gradual process. Employment gains in the region have been healthy, but office vacancy continues to be somewhat high. On the supply side, new construction has been very limited in the past few years and no major speculative projects are planned in the near term. In light of these factors, office vacancy should be steady to declining over the next year, with slight ups and downs from quarter to quarter. Rental rates are expected to increase over the next 12 months, with Class A properties seeing the largest increases because of stronger demand. Downtown continues to be the most desirable submarket but as space becomes more difficult to find, there could be some spillover demand for suburban properties.

## **HIGHEST AND BEST USE**

The term “highest and best use,” as used in this report, is defined as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.<sup>4</sup>

Two analyses are typically required for highest and best use. The first analysis is highest and best use of the subject property as though vacant. The second analysis will determine the highest and best use of the property as improved. Definitions of these terms are provided in the *Glossary of Terms* in the Appendix to this report.

### **Highest and Best Use – As Vacant**

In accordance with the definition of highest and best use, it is appropriate to analyze the subject property as though vacant as it relates to legal permissibility, physical possibility, financial feasibility and maximum productivity. The subject property is zoned CMU, SA, DT – Commercial Mixed Use, Special Area, Downtown. A variety of office, retail and personal service uses are considered legally permissible and would be physically possible. Given the subject’s location on an interior street and its surrounding land uses, office development is the most probable use that is legally permissible.

While recent broker surveys suggest stabilization has been occurring for office properties in the subject’s market and region wide over the last couple of years, current market rents and sale prices are still not high enough to justify new construction. In other words, the cost of construction (plus land value) exceeds the market value of the property upon completion of construction. This conclusion is further supported by the property located adjacent to the north of the subject. The property is a large multi-level office building which was constructed in 2008, later foreclosed on, sold at auction, and has remained 100% vacant. Given the length of vacancy, a lack of demand for larger office buildings like the foreclosed property is evident. In other words, it is not expected the probable buyer of the subject would purchase to demolish and construct a multi-story project. New construction is not considered financially feasible. It is our opinion the highest and best use of the subject property as though vacant would be to hold for future office development, and the timing of future development would depend on further improvement in market conditions as it relates primarily to market rent and sale price levels.

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<sup>4</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 109.

## **Highest and Best Use – As Improved**

As with the highest and best use as though vacant, the four tests of highest and best use must also be applied to the subject property considering the in-place improvements. Consideration must be given to the continued as-is use of the subject, as well as alternative uses for the property. The potential alternative uses consist of demolition, expansion, conversion or renovation. A discussion of the possible “as improved” uses is offered as follows:

### ***Demolition***

One alternative would be to demolish the subject structure, creating a vacant site. Although it is physically possible to demolish the building, it is not financially feasible since the value of the property as improved exceeds the value of the land as vacant (less demolition costs). Therefore, demolition is not considered economically prudent.

### ***Expansion***

The subject structure is situated on the site in such a way that a significant amount of additional space, or a separate improvement, could not feasibly be added to the subject property, especially due to parking requirements. Additionally, expansion (new construction) would not be consistent with our conclusion of highest and best use as vacant. As such, expansion is not an appropriate alternative.

### ***Conversion***

While the property is currently 100% owner-occupied as a fire station, it will be vacated following the construction of a new fire station on another parcel (this property currently consists of vacant land), and continued long-term use of the subject as a fire station is not probable.

Since the building will no longer be occupied/operated as a fire station, we have considered alternative uses for the subject property. Given the design, layout, and construction of the building, and considering the legally permissible uses under the CMU zoning designation encumbering the subject, the property is most suitable for office use. A significant portion of the building is already improved as office space, and the engine bay can be converted without incurring substantial costs. As will be shown in the valuation section of this report, conversion is the maximally productive use of the subject property.

### ***Renovation***

A property condition assessment report was prepared by AEI Consultants in October 2016. In this report, the consultants identified issues of deferred maintenance that require repair. Items include storm water drainage and retaining wall improvements, parking lot repair, sidewalk and curb repair,

framing and cladding improvements, and other miscellaneous repairs. The total estimated cost of curing these items is \$122,300. This estimate will be relied upon in the valuation of the subject property. Additionally, city representatives noted there is an underground tank on the site and the building has asbestos. We used information contained in our appraisal files to estimate storage tank and asbestos removal. Note that we are not experts in the field of determining the existence or severity of these issues, and the cost of remediation could vary greatly. It is highly recommended that contractors are consulted to obtain accurate costs. Curing the items of deferred maintenance and removal of the asbestos and underground storage tank(s) is required to occupy the subject as an office property (once converted).

### ***Continued Use – As-Is***

Although the subject property can continue to be utilized in its as-is condition, continued use as a fire station is not likely given the near-term plan for the construction of a new fire station in the immediate area. The current use as a fire station is an interim use, and an alternative use must be considered.

### ***Conclusion***

Legal, physical and financially feasible considerations, as well as alternative uses and market considerations, have been analyzed to evaluate the highest and best use of the subject property as improved. Based on this analysis, the subject's highest and best use as improved is for curing of the deferred maintenance issues and conversion of the subject property for professional office use. Given the subject's rentable area of over 15,000 square feet, it is not likely that a future office user would occupy the entire building. The layout of the building could accommodate at least one tenant per floor. Thus, the probable buyer would be an investor who would renovate and convert the property to manage it as a leased office property (as opposed to an owner-user). Further, given the considerable amount of risk associated with the subject due to its deferred maintenance issues (particularly the asbestos and underground storage tanks), the probable buyer would be a speculator who would renovate the property once vacated.

## **APPROACHES TO VALUE**

The valuation process is a systematic set of procedures an appraiser follows to provide answers to a client's questions about real property value.<sup>5</sup> This process involves the investigation, organization and analysis of pertinent market data and other related factors that affect the market value of real estate. The market data is analyzed in terms of any one or all of the three traditional approaches to estimating real estate value. These are the cost, sales comparison, and income capitalization approaches. Each approach to value is briefly discussed and defined as follows:

### **Cost Approach**

The cost approach is based on the premise that no prudent buyer would pay more for a particular property than the cost to acquire a similar site and construct improvements of equivalent desirability and utility. Thus, this approach to value relates directly to the economic principle of substitution, as well as supply and demand. The cost approach is most applicable when valuing properties where the improvements are new or suffer only a minor amount of accrued depreciation, and is especially persuasive when the site value is well supported. The cost approach is also highly relevant when valuing special-purpose or specialty properties and other properties that are not frequently exchanged in the market.

The definition of the cost approach is offered as follows:

A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.<sup>6</sup>

### **Sales Comparison Approach**

The sales comparison approach is based on the premise that the value of a property is directly related to the prices being generated for comparable, competitive properties in the marketplace. Similar to the cost approach, the economic principles of substitution, as well as supply and demand are basic to the sales comparison approach. This approach has broad applicability and is particularly persuasive when there has been an adequate volume of recent, reliable transactions of similar properties that indicate value patterns or trends in the market. When sufficient data is available, this approach is the most direct and systematic approach to value estimation. Typically, the sales comparison approach is most pertinent when valuing land, single-family homes and small, owner-occupied commercial and office properties.

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<sup>5</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 243.

<sup>6</sup> The Dictionary of Real Estate Appraisal, 54.



The definition of the sales comparison approach is offered as follows:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.<sup>7</sup>

### **Income Capitalization Approach**

The income capitalization approach is based on the premise that income-producing real estate is typically purchased as an investment. From an investor's point of view, the potential earning power of a property is the critical element affecting value. The concepts of anticipation and change, as they relate to supply and demand issues and substitution, are fundamental to this valuation approach. These concepts are important because the value of income-producing real estate is created by the expectation of benefits (income) to be derived in the future, which is subject to changes in market conditions. Value may be defined as the present worth of the rights to these future benefits. The validity of the income capitalization approach hinges upon the accuracy of which the income expectancy of a property can be measured.

Within the income capitalization approach there are two basic techniques that can be utilized to estimate market value. These techniques of valuation are direct capitalization and yield capitalization.

A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified.<sup>8</sup>

A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate.<sup>9</sup>

The definition of the income capitalization approach is offered as follows:

Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.<sup>10</sup>

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<sup>7</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 207.

<sup>8</sup> The Dictionary of Real Estate Appraisal, 65.

<sup>9</sup> The Dictionary of Real Estate Appraisal, 251.

<sup>10</sup> The Dictionary of Real Estate Appraisal, 115.

## **SALES COMPARISON APPROACH**

Using the sales comparison approach, the market value of the subject property will be estimated by a comparison to similar properties that have recently sold, are listed for sale, or are under contract. The underlying premise of the sales comparison approach is the market value of a property is directly related to the price of comparable, competitive properties in the marketplace.

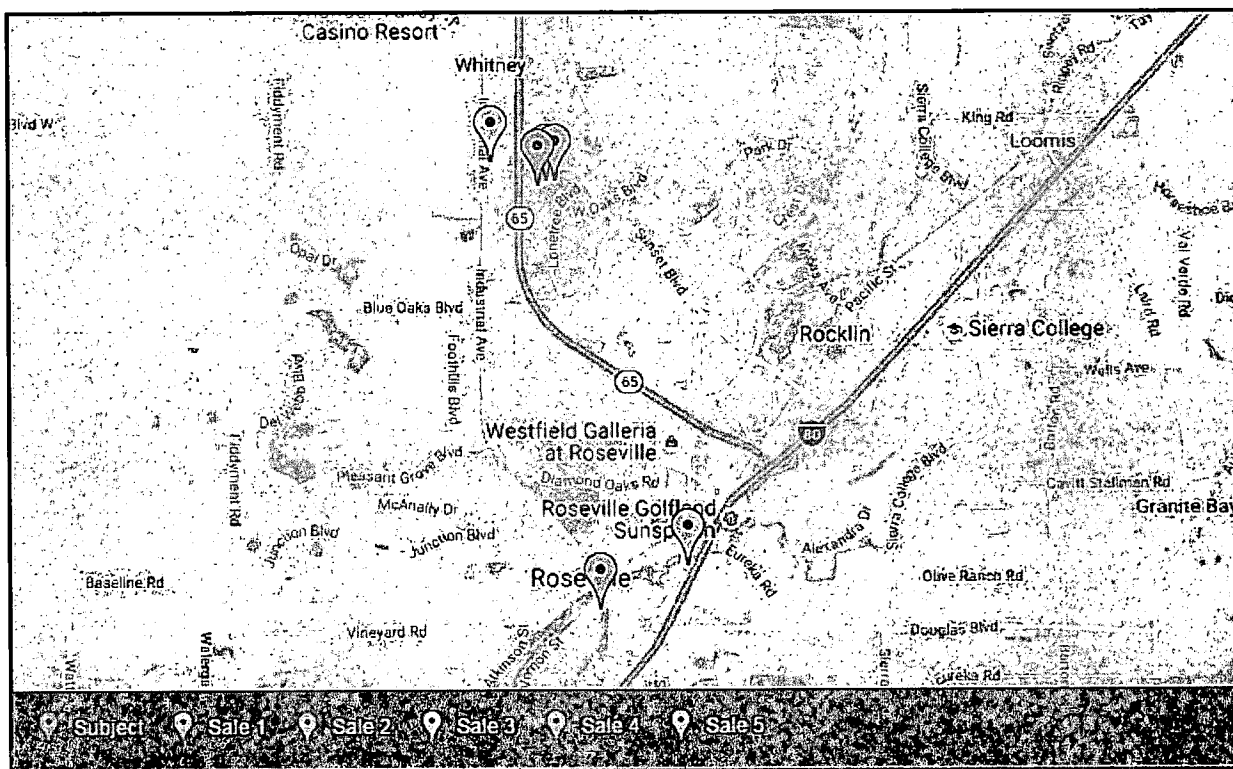
This approach is based on the economic principle of substitution. According to The Appraisal of Real Estate, 14<sup>th</sup> Edition (Chicago: Appraisal Institute, 2013), *“The principle of substitution holds that the value of property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time. The principle implies that the reliability of the sales comparison approach is diminished if substitute properties are not available in the market.”*

The proper application of this approach requires obtaining sale data for comparison with the subject. In order to assemble the comparable sales, we searched various data sources for leads, and then confirmed the data with parties directly related to the transactions (primarily brokers, buyers and sellers) and/or public records. Data sources included our internal database, CoStar, LoopNet and public records. We also contacted local brokers actively marketing similar properties throughout the region.

On the following pages, we will present and analyze several comparable sales of professional office and flex properties located in the subject’s market area. We will begin by presenting a summary tabulation and location map, followed by detailed sales sheets, a discussion of necessary adjustments, and our conclusion of market value via this approach. We focused our search on Class C/D office properties in the Roseville/Rocklin submarket. While there are recent sales of Class A properties in Roseville, these properties are not deemed as comparable to the subject as the properties analyzed. We are first providing an estimate of value assuming completion of conversion/renovation, and the lease-up and conversion costs will be taken into account following the reconciliation.

## IMPROVED SALES SUMMARY

| No. | Property Identification                          | Sale Date | Sale Price  | Rentable Area (SF) | Price per SF    | Year Built |
|-----|--------------------------------------------------|-----------|-------------|--------------------|-----------------|------------|
| 1   | 3845 Atherton Road<br>Rocklin                    | Pending   | \$1,725,000 | 16,666             | <b>\$103.50</b> | 1988       |
| 2   | 3755 Atherton Road<br>Rocklin                    | Apr-15    | \$3,667,000 | 50,000             | <b>\$73.34</b>  | 1998       |
| 3   | 500 Menlo Drive<br>Rocklin                       | Jan-15    | \$2,100,000 | 22,979             | <b>\$91.39</b>  | 2001       |
| 4   | 1 Sierra Gate Plaza, Building A & B<br>Roseville | Oct-14    | \$4,630,189 | 39,037             | <b>\$118.61</b> | 1983       |
| 5   | 3735 Placer Corporate Drive<br>Rocklin           | Listing   | \$4,750,000 | 39,869             | <b>\$119.14</b> | 2006       |



## IMPROVED SALE 1

### Property Identification

3845 Atherton Road  
Rocklin, California 95765  
Placer County

APN: 017-282-005



### Sale Data

|                    |                      |
|--------------------|----------------------|
| Grantor            | Noel Properties, LLC |
| Grantee            | Pending              |
| Sale Date          | Pending              |
| Deed Book Page     | Pending              |
| Property Rights    | Leased Fee           |
| Conditions of Sale | Market               |
| Financing Terms    | Cash Equivalent      |
| Sale Price         | \$1,725,000          |

### Land Data

|                    |                                              |
|--------------------|----------------------------------------------|
| Land Area          | 58,198 SF                                    |
| Zoning             | PD/LI - Planned Development/Light Industrial |
| Corner Orientation | No                                           |
| Street Frontage    | Along Atherton Road                          |

### Improvement Data

|                   |                  |
|-------------------|------------------|
| Rentable Area     | 16,666 SF        |
| Year Built        | 1988             |
| Number of Stories | 1                |
| Tenancy           | Multiple         |
| Construction Type | Concrete tilt-up |
| Parking           | Adequate         |
| Floor Area Ratio  | 0.30             |

### Indicators

|                             |          |
|-----------------------------|----------|
| Sale Price per SF           | \$103.50 |
| PV of Bonds Per SF          | \$0.00   |
| Overall Capitalization Rate | N/A      |

### Remarks

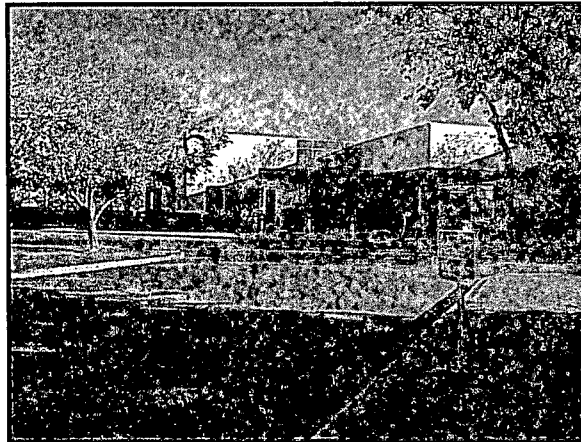
This property is reportedly 100% occupied by Echelon Fitness, LLC, Direct Energy Retail, Inc., Adult Vocational Services and the owner.

## IMPROVED SALE 2

### Property Identification

3755 Atherton Road  
Rocklin, California 95765  
Placer County

APN: 017-283-002



### Sale Data

|                    |                       |
|--------------------|-----------------------|
| Grantor            | Coon Creek Cattle Co. |
| Grantee            | Farm Credit West      |
| Sale Date          | 4/9/2015              |
| Deed Book Page     | 027650                |
| Property Rights    | Fee Simple            |
| Conditions of Sale | Market                |
| Financing Terms    | Cash Equivalent       |
| Sale Price         | \$3,667,000           |

### Land Data

|                    |                                     |
|--------------------|-------------------------------------|
| Land Area          | 191,000 SF                          |
| Zoning             | Commercial                          |
| Corner Orientation | Yes                                 |
| Street Frontage    | Along Atherton Road and Menlo Drive |

### Improvement Data

|                   |                  |
|-------------------|------------------|
| Rentable Area     | 50,000 SF        |
| Year Built        | 1998             |
| Number of Stories | 1                |
| Tenancy           | Multiple         |
| Construction Type | Concrete tilt-up |
| Parking           | Adequate         |
| Floor Area Ratio  | 0.26             |

### Indicators

|                             |         |
|-----------------------------|---------|
| Sale Price per SF           | \$73.34 |
| PV of Bonds Per SF          | \$0.02  |
| Overall Capitalization Rate | N/Av    |

### Remarks

This property represents an office/flex building. The buyer, Farm Credit West, plans to move into the building during the fourth quarter of 2016.

### IMPROVED SALE 3

#### Property Identification

500 Menlo Drive  
Rocklin, California 95765  
Placer County

APN: 017-282-010



#### Sale Data

|                    |                               |
|--------------------|-------------------------------|
| Grantor            | GSMS 2005 Menlo Office LP     |
| Grantee            | Vaca Solar Millenium Fund LLC |
| Sale Date          | 1/28/2015                     |
| Deed Book Page     | 6008                          |
| Property Rights    | Leased Fee                    |
| Conditions of Sale | Market                        |
| Financing Terms    | Cash Equivalent               |
| Sale Price         | \$2,100,000                   |

#### Land Data

|                    |                                              |
|--------------------|----------------------------------------------|
| Land Area          | 95,832 SF                                    |
| Zoning             | PD -LI, Planned Development-Light Industrial |
| Corner Orientation | No                                           |
| Street Frontage    | Menlo Drive                                  |

#### Improvement Data

|                   |                  |
|-------------------|------------------|
| Rentable Area     | 22,979 SF        |
| Year Built        | 2001             |
| Number of Stories | 1                |
| Tenancy           | Single           |
| Construction Type | Concrete tilt-up |
| Parking           | Adequate         |
| Floor Area Ratio  | 0.24             |

#### Indicators

|                             |         |
|-----------------------------|---------|
| Sale Price per SF           | \$91.39 |
| PV of Bonds Per SF          | \$0.02  |
| Overall Capitalization Rate | N/Av    |

#### Remarks

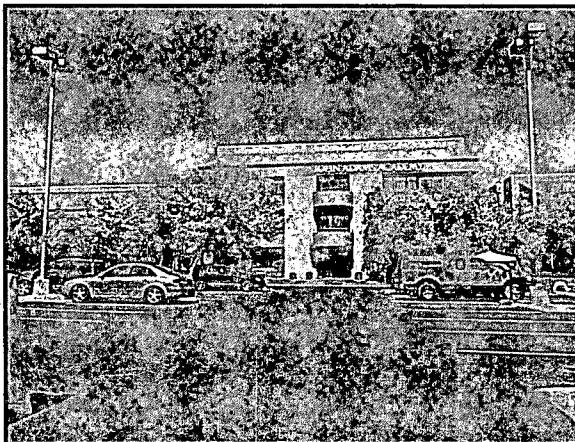
This property represents the sale of an office building located along Menlo Drive. This comparable is located along the east side of Highway 65 and was 29.5% vacant at the time of purchase.

## IMPROVED SALE 4

### Property Identification

1 Sierra Gate Plaza, Building A & B  
Roseville, California 95678  
Placer County

APN: 015-240-018, -021, -022



### Sale Data

|                    |                         |
|--------------------|-------------------------|
| Grantor            | O'Brien Interests, Inc. |
| Grantee            | John Adams Academy      |
| Sale Date          | 10/17/2014              |
| Deed Book Page     | 073110                  |
| Property Rights    | Fee Simple              |
| Conditions of Sale | Market                  |
| Financing Terms    | Cash Equivalent         |
| Sale Price         | \$4,630,189             |

### Land Data

|                    |                           |
|--------------------|---------------------------|
| Land Area          | 102,248 SF                |
| Zoning             | BP, Business Professional |
| Corner Orientation | No                        |
| Street Frontage    | Sierra Gate Plaza         |

### Improvement Data

|                   |           |
|-------------------|-----------|
| Rentable Area     | 39,037 SF |
| Year Built        | 1983      |
| Number of Stories | 3         |
| Tenancy           | Multiple  |
| Construction Type | Steel     |
| Parking           | Adequate  |
| Floor Area Ratio  | 0.38      |

### Indicators

|                             |          |
|-----------------------------|----------|
| Sale Price per SF           | \$118.61 |
| PV of Bonds Per SF          | \$0.00   |
| Overall Capitalization Rate | N/Av     |

### Remarks

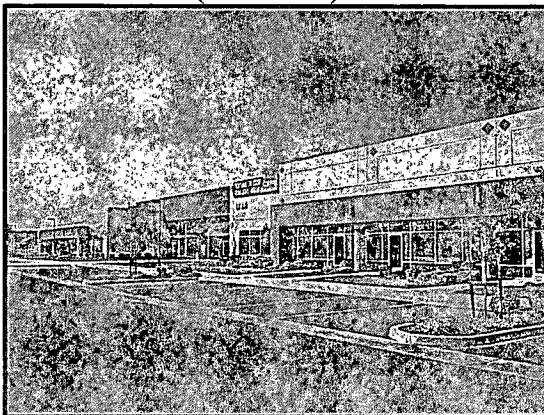
This comparable represents a multi-property sale to a single tenant, John Adams Academy. The buildings are visible from Interstate 80.

## IMPROVED SALE 5 (LISTING)

### Property Identification

3735 Placer Corporate Drive  
Rocklin, California 95765  
Placer County

APN: 017-270-072



### Sale Data

|                    |                    |
|--------------------|--------------------|
| Grantor            | Placer Center, LLC |
| Grantee            | Listing            |
| Sale Date          | Listing            |
| Deed Book Page     | Listing            |
| Property Rights    | Fee Simple         |
| Conditions of Sale | Market             |
| Financing Terms    | Cash Equivalent    |
| List Price         | \$4,750,000        |

### Land Data

|                    |                                        |
|--------------------|----------------------------------------|
| Land Area          | 178,596 SF                             |
| Zoning             | INP-DC, Industrial Park, Design Review |
| Corner Orientation | No                                     |
| Street Frontage    | Placer Corporate Drive                 |

### Improvement Data

|                   |                  |
|-------------------|------------------|
| Rentable Area     | 39,869 SF        |
| Year Built        | 2006             |
| Number of Stories | 1                |
| Tenancy           | Single           |
| Construction Type | Concrete tilt-up |
| Parking           | Adequate         |
| Floor Area Ratio  | 0.22             |

### Indicators

|                             |          |
|-----------------------------|----------|
| List Price per SF           | \$119.14 |
| PV of Bonds Per SF          | \$0.00   |
| Overall Capitalization Rate | N/Av     |

### Remarks

This property is reportedly built out as a church with classrooms and offices. It is located proximate to Highway 65.



## **Adjustment Discussion**

The comparable transactions are adjusted to the subject with regard to categories that affect value. If a comparable has an attribute that is considered superior to that of the subject, it is adjusted downward to negate the effect the item has on the price of the comparable. The opposite is true of categories considered inferior to the subject.

To isolate and quantify the adjustments on the comparable sales data, it is considered appropriate to use percent adjustments. At a minimum, the appraiser considers adjustments for the following items:

- Present value of bonds
- Property rights conveyed
- Financing terms
- Conditions of sale (motivation)
- Expenditures after sale
- Market conditions
- Physical characteristics

A paired sales analysis is performed in a meaningful way when the quantity and quality of data are available. However, as a result of the limited data present in the market, many of the adjustments require the appraiser's experience and knowledge of the market and information obtained from those knowledgeable and active in the marketplace. A detailed analysis involving each of these factors is presented below.

### ***Present Value of Bonds***

Bond debt can have a direct impact on the amount for which a property will sell, particularly when the bond debt is significant. Sales 2 and 3 are encumbered by bonds. In an effort to account for the difference in bond indebtedness, we have established a present value amount for the bond encumbrance based on the annual assessment associated with these sales. The present value amount is based on the annual assessment payment, a discount rate of 6.0% and the remaining term from the date of sale. The present value of the bond is estimated for the sales, after which they are adjusted to the subject on a dollar-for-dollar basis.

### ***Property Rights Conveyed***

In transactions of real property, the rights being conveyed can vary widely and have a significant impact on the sales price. The comparables represent both leased fee and fee simple transactions. To the best of our knowledge, the leased fee properties sold within market parameters and were not influenced by above or below market contract rental rates. Consequently, no adjustments are required for property rights conveyed.

### ***Financing Terms***

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below market financing terms or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. All of the comparable sales were all cash to the seller or cash equivalent transactions. Therefore, no adjustments are made for financing terms.

### ***Conditions of Sale***

Adverse conditions of sale can account for a significant discrepancy from the sales price actually paid compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered to be non-market and may include the following:

- a seller acting under duress,
- a lack of exposure to the open market,
- an inter-family or inter-business transaction for the sake of family or business interest,
- an unusual tax consideration,
- a premium paid for site assemblage,
- a sale at legal auction, or
- an eminent domain proceeding.

Most of the comparable sales represent market transactions and do not require adjustment. Sale 5 is representative of a current listing and is adjusted downward to reflect the likelihood that the transaction price will be lower than the list price due to typical negotiations by the buyer.

### ***Expenditures After Sale***

Expenditures after sale include expenses that are incurred after the purchase of a property, such as lease-up costs that would be required to bring a property to stabilized occupancy, or renovation costs. The majority of the comparable sales represent properties at stabilized occupancy with no deferred maintenance. Sale 3 was not operating at stabilized occupancy at the time of sale and receives an upward adjustment. The adjustment is based on rent loss, concessions, a tenant improvement allowance, leasing commissions and entrepreneurial incentive over the course of a projected absorption period. The lease-up cost figure is divided by the sale price to arrive at a percent adjustment.

### ***Market Conditions (Time)***

Market conditions generally change over time, but the date of this appraisal is for a specific point in time. Therefore, in an unstable economy, one that is undergoing changes in the value of the dollar, interest rates and economic growth or decline, extra attention needs to be paid to assess changing market conditions. Significant changes in price levels can occur in several areas of a municipality, while prices in other areas remain relatively stable. Although the adjustment for market conditions is often referred to as a time adjustment, time is not the cause of the adjustment.

In evaluating market conditions, changes between the comparable sales date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required. Sale 4 transferred in the fourth quarter of 2014 and market conditions have improved since the date of sale; therefore, an upward adjustment is applied.

### ***Physical Characteristics***

The physical characteristics of a property can impact the selling price. Those that may impact value include the following:

#### **Location**

The subject is located in Downtown Roseville, and the location is considered to be average for an office project. Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values. All of the comparable sales are located in similar areas as the subject property, and no adjustments are warranted for this element of comparison.

#### **Visibility/Accessibility**

The visibility and accessibility of a property can have a direct impact on property value. For example, if a property is landlocked, this is considered to be an inferior position compared to a property with open accessibility. However, if a property has good visibility or is in proximity to major linkages, this is considered a superior amenity in comparison to a property with limited visibility. The subject has average visibility along Oak Street in Downtown Roseville. Sale 4 is visible from Interstate 80 and is adjusted downward to account for this superior attribute.

#### **Rentable Area (SF)**

In general, due to economies of scale, the market exhibits an inverse relationship between building area and price per square foot such that larger buildings sell for a lower price per square foot than smaller buildings, all else being equal. To account for this tendency the comparables that are appreciably smaller than the subject are adjusted downward, and vice versa.

### Quality of Construction

The subject is an average quality office building (once converted). All of the comparables exhibit similar overall quality as compared to the subject property. No adjustments are required.

### Effective Age/Condition

The subject improvements will exhibit an effective age of approximately 25 years at completion of the renovation and conversion. The comparables display varying effective ages. An adjustment of approximately 1% per year difference in effective age is applied to the comparables to reflect the discrepancy in remaining economic life. Those with newer effective ages are adjusted downward, and vice versa.

### **Adjustment Grid**

During our investigation, we identified several office properties located throughout the Roseville/Rocklin submarket that were analyzed to estimate the market value of the subject property. The adjustment grid details the unadjusted and adjusted value ranges presented by the comparable sales.

### ADJUSTMENT GRID

| Elements of Comparison           | Subject        | Sale 1      | Sale 2      | Sale 3      | Sale 4        | Sale 5      |
|----------------------------------|----------------|-------------|-------------|-------------|---------------|-------------|
| Price per SF (Unadjusted)        |                | \$103.50    | \$73.34     | \$91.39     | \$118.61      | \$119.14    |
| PV of Bonds                      | \$0.00         | \$0.00      | \$0.02      | \$0.02      | \$0.00        | \$0.00      |
| Adjustment                       |                | \$0.00      | \$0.02      | \$0.02      | \$0.00        | \$0.00      |
| Adjusted Value                   |                | \$103.50    | \$73.36     | \$91.41     | \$118.61      | \$119.14    |
| Property Rights                  | Fee Simple     | Leased Fee  | Fee Simple  | Leased Fee  | Fee Simple    | Fee Simple  |
| Adjustment                       |                |             |             |             |               |             |
| Adjusted Value                   |                | \$103.50    | \$73.36     | \$91.41     | \$118.61      | \$119.14    |
| Financing Terms                  | Cash Equiv.    | Cash Equiv. | Cash Equiv. | Cash Equiv. | Cash Equiv.   | Cash Equiv. |
| Adjustment                       |                |             |             |             |               |             |
| Adjusted Value                   |                | \$103.50    | \$73.36     | \$91.41     | \$118.61      | \$119.14    |
| Conditions of Sale               | Market         | Pending     | Market      | Market      | Market        | Listing     |
| Adjustment                       |                |             |             |             |               | -10%        |
| Adjusted Value                   |                | \$103.50    | \$73.36     | \$91.41     | \$118.61      | \$107.23    |
| Expenditures After Sale          | None           | Similar     | Similar     | Lease-Up    | Similar       | Similar     |
| Adjustment                       | (Hypothetical) |             |             | 4%          |               |             |
| Adjusted Value                   |                | \$103.50    | \$73.36     | \$95.06     | \$118.61      | \$107.23    |
| Market Conditions                | Oct-16         | Oct-16      | Apr-15      | Jan-15      | Oct-14        | Oct-16      |
| Adjustment                       | (appraisal)    |             |             |             | 5%            |             |
| Effective Price per SF           |                | \$103.50    | \$73.36     | \$95.06     | \$124.54      | \$107.23    |
| <b>Physical Characteristics:</b> |                |             |             |             |               |             |
| Location                         | Downtown       | Similar     | Similar     | Similar     | Similar       | Similar     |
| Adjustment                       | Roseville      |             |             |             |               |             |
| Visibility/Accessibility         | Average        | Similar     | Similar     | Similar     | Sig. Superior | Similar     |
| Adjustment                       |                |             |             |             | -20%          |             |
| Rentable Area (SF)               | 19,000         | 16,666      | 50,000      | 22,979      | 39,037        | 39,869      |
| Adjustment                       |                |             | 10%         |             | 5%            | 5%          |
| Overall Quality                  | Average        | Similar     | Similar     | Similar     | Similar       | Similar     |
| Adjustment                       |                |             |             |             |               |             |
| Effective Age/Condition          | 25 yrs/Avg     | 15 yrs/Avg  | 20 yrs/Avg  | 20 yrs/Avg  | 20 yrs/Avg    | 10 yrs/Avg  |
| Adjustment                       |                | -10%        | -5%         | -5%         | -5%           | -15%        |
| Net Adjustment                   |                | -10%        | 5%          | -5%         | -20%          | -10%        |
| Adjusted Price per SF            |                | \$93.15     | \$77.03     | \$90.31     | \$99.63       | \$96.50     |
| Unadjusted Range per SF          | \$73.36        | to          | \$119.14    |             |               |             |
| Adjusted Range per SF            | \$77.03        |             | \$99.63     |             |               |             |
| Concluded Value per SF           | \$90.00        | to          |             |             |               |             |

### **Market Value Conclusion – Sales Comparison Approach**

The adjustment grid on the previous page illustrates the quantitative adjustments applied to the data set in order to equate the comparables with the subject property. Prior to adjusting for differences between the comparables and the subject property, the data set reflects an unadjusted range of \$73.36 to \$119.14 per square foot. Following our application of adjustments, the range of data narrowed to \$77.03 to \$99.63 per square foot, with an average of \$90.87 per square foot and a median of \$93.41 per square foot. No individual comparable provides the best indication of market value, though Sale 5 is given limited emphasis due to its status as a listing. With equal weight placed on Sales 1 through 4, a value estimate of \$90 per square foot is concluded. Applying this indicator to the subject's rentable area results in the following estimate of market value via the sales comparison approach:

$$19,000\pm \text{ square feet } \times \$90 \text{ per square foot } = \textbf{\$1,710,000}$$

The market value estimate is based on a hypothetical condition assuming completion of renovation, conversion, and stabilized occupancy. It also assumes the proposed lot line adjustment has been recorded.

## **INCOME CAPITALIZATION APPROACH**

We will exclusively apply the direct capitalization method of the income capitalization approach. Direct capitalization converts an estimate of a single year's net operating income into an indication of value in one direct step. This step is accomplished either by dividing the income estimate by the relevant income rate (an overall capitalization rate), or by multiplying the income estimate by a proper factor (such as a gross, effective gross or net income multiplier). In the subject's market area, buyers and sellers of properties like the subject typically handle direct capitalization by using an overall rate as opposed to a multiplier. Therefore, this method of direct capitalization will be employed in this analysis.

The components of the direct capitalization method are tabulated as follows:

- Potential Gross Income
- Vacancy and Collection Loss
- Operating Expenses
- Overall Capitalization Rate

These four components are discussed below and will be combined at the end of this section to provide a fee simple market value estimate of the subject property assuming completion of renovation, conversion, and stabilized occupancy.

### **Potential Gross Income**

#### ***Contract Rent***

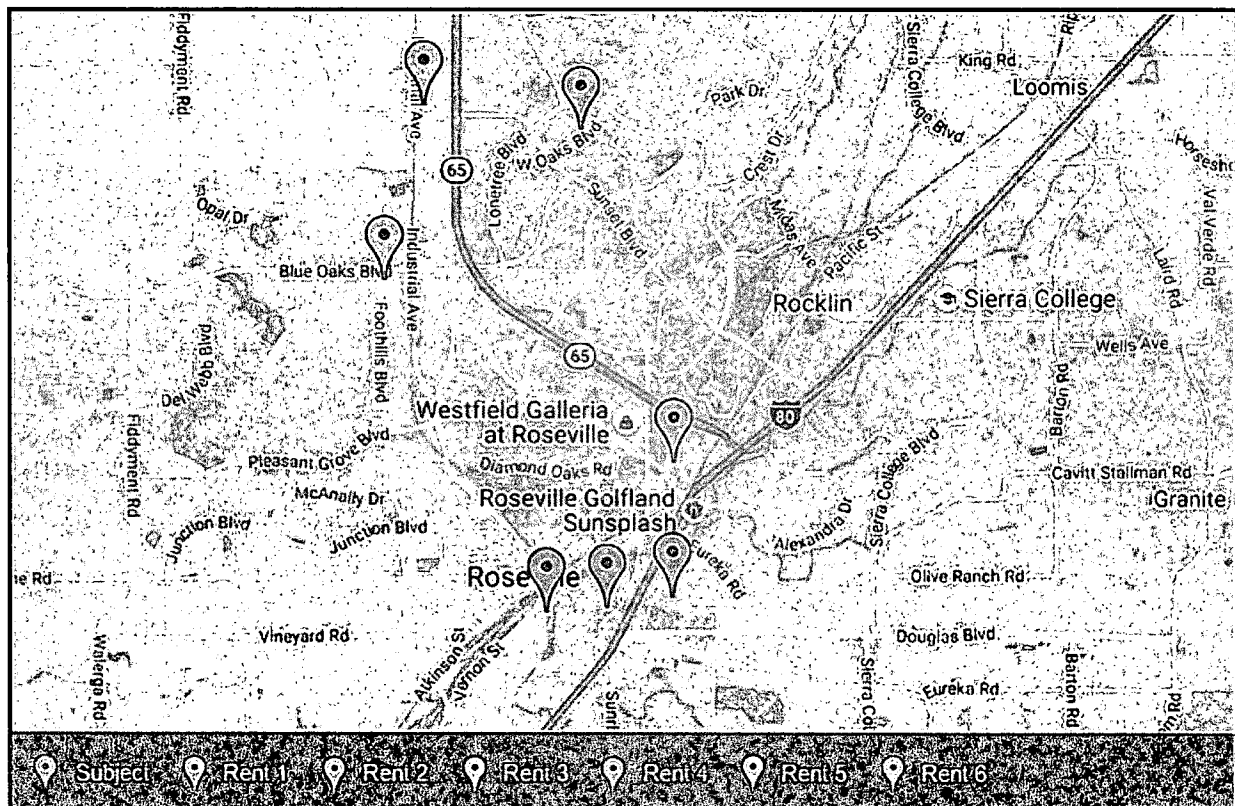
While the property is currently 100% owner-occupied as a fire station and administrative offices, it will be vacated following the construction of a new fire station on another parcel (this property currently consists of vacant land). Therefore, continued long-term use of the subject as a fire station is not probable. There is no contract rent associated with the subject property; thus, we will use market rent to determine potential gross income. Once again, the subject is being valued in accordance with its highest and best use as an office property.

#### ***Market Rent***

For the purpose of estimating market rent for the subject property, we have conducted a rental survey of office properties in the subject's market area and surrounding areas. Adjustments will be applied to account for any differences between the comparables and the subject property relating to differences in lease type, lease conditions, market conditions and physical characteristics. The results of the rent survey are presented on the following pages. Given the subject's rentable area of 19,000 square feet, it is not likely that a future office user would occupy the entire building. The building could accommodate multiple tenants upon completion of conversion.

## RENT SURVEY

| No. | Tenant/<br>Property Identification                                            | Lease<br>Began | Lease<br>Term         | Rentable<br>Area (SF) | Rent<br>PSF/Mo. | Lease<br>Type |
|-----|-------------------------------------------------------------------------------|----------------|-----------------------|-----------------------|-----------------|---------------|
| 1   | <b>Building Blocks Behavior Consultants</b><br>214 Estates Drive<br>Roseville | Feb-16         | 3 years               | 2,304                 | \$1.28          | Full Service  |
| 2   | <b>Solar City</b><br>1376 Lead Hill Boulevard<br>Roseville                    | Oct-15         | 2 years,<br>2 months  | 22,650                | \$1.60          | Full Service  |
| 3   | <b>Psomas</b><br>1075 Creekside Ridge Drive<br>Roseville                      | Aug-15         | 5 years,<br>10 months | 18,212                | \$1.62          | Full Service  |
| 4   | <b>Sterling Backcheck</b><br>5700 West Oaks Boulevard<br>Rocklin              | Aug-15         | 2 years               | 11,254                | \$1.50          | Full Service  |
| 5   | <b>Metro Calvary Rocklin</b><br>9089 Foothills Boulevard<br>Rocklin           | Feb-15         | 5 years,<br>3 months  | 23,396                | \$1.00          | NNN           |
| 6   | <b>Listing</b><br>3785 Placer Corporate Drive<br>Rocklin                      | Listing        | Negotiable            | 40,783                | \$1.05          | NNN           |

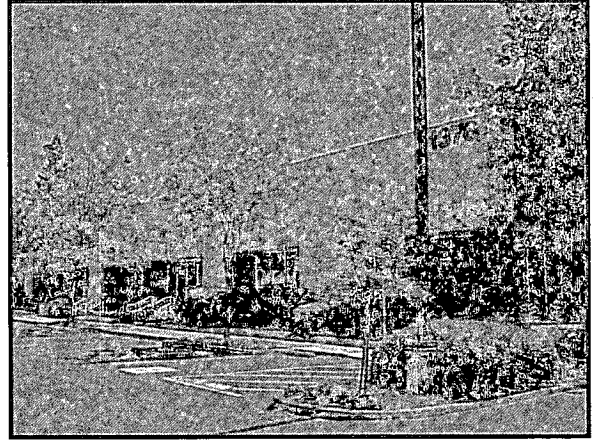




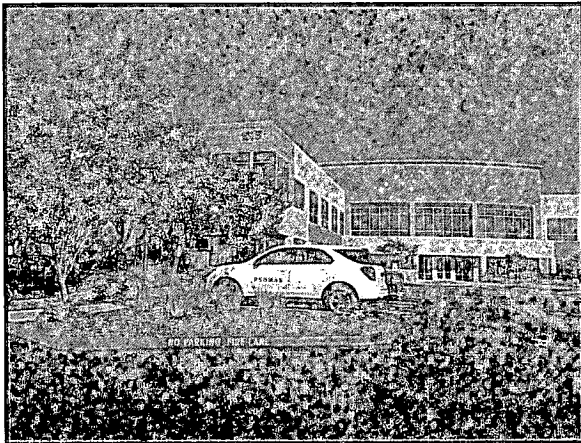
## RENT COMPARABLE PHOTOS



Rent 1



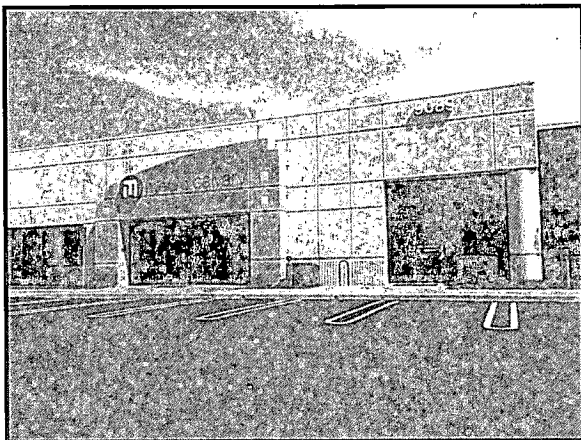
Rent 2



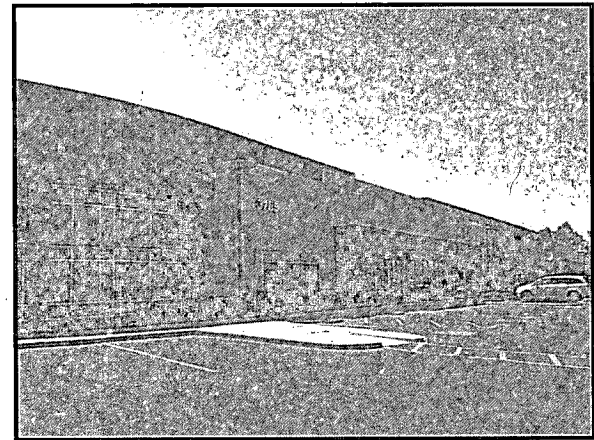
Rent 3



Rent 4



Rent 5



Rent 6

## ADJUSTMENT GRID

| Elements of Comparison          | Subject      | Rent 1       | Rent 2       | Rent 3       | Rent 4       | Rent 5     | Rent 6     |
|---------------------------------|--------------|--------------|--------------|--------------|--------------|------------|------------|
| Rent PSF/Mo. (Unadjusted)       |              | \$1.28       | \$1.60       | \$1.62       | \$1.50       | \$1.00     | \$1.05     |
| Lease Type                      | Full Service | Full Service | Full Service | Full Service | Full Service | NNN        | NNN        |
| Adjustment                      |              |              |              |              |              | \$0.50     | \$0.50     |
| Adjusted Value                  |              | \$1.28       | \$1.60       | \$1.62       | \$1.50       | \$1.50     | \$1.55     |
| Lease Conditions                | Market       | Market       | Market       | Market       | Market       | Market     | Listing    |
| Adjustment                      |              |              |              |              |              |            | -10%       |
| Adjusted Value                  |              | \$1.28       | \$1.60       | \$1.62       | \$1.50       | \$1.50     | \$1.40     |
| Market Conditions               | Oct-16       | Feb-16       | Oct-15       | Aug-15       | Aug-15       | Feb-15     | Oct-16     |
| Adjustment                      | (appraisal)  |              |              |              |              |            |            |
| Effective Rent PSF/Mo.          |              | \$1.28       | \$1.60       | \$1.62       | \$1.50       | \$1.50     | \$1.40     |
| <b>Physical Characteristics</b> |              |              |              |              |              |            |            |
| Location                        | Roseville    | Similar      | Superior     | Superior     | Similar      | Similar    | Similar    |
| Adjustment                      | Downtown     |              | -10%         | -10%         |              |            |            |
| Visibility/Accessibility        | Average      | Similar      | Similar      | Similar      | Similar      | Similar    | Similar    |
| Adjustment                      |              |              |              |              |              |            |            |
| Rentable Area (SF)              | 19,000       | 2,304        | 22,650       | 18,212       | 11,254       | 23,396     | 40,783     |
| Adjustment                      | (divisible)  | -5%          |              |              |              |            | 5%         |
| Overall Quality                 | Average      | Similar      | Similar      | Similar      | Similar      | Similar    | Similar    |
| Adjustment                      |              |              |              |              |              |            |            |
| Effective Age/Condition         | 25 yrs/Avg   | 30 yrs/Avg   | 10 yrs/Avg   | 10 yrs/Avg   | 10 yrs/Avg   | 10 yrs/Avg | 10 yrs/Avg |
| Adjustment                      |              | 5%           | -15%         | -15%         | -15%         | -15%       | -15%       |
| Net Adjustment                  |              | 0%           | -25%         | -25%         | -15%         | -15%       | -10%       |
| Adjusted Rent PSF/Mo.           |              | \$1.28       | \$1.20       | \$1.22       | \$1.28       | \$1.28     | \$1.26     |
| Unadjusted Range                | \$1.28       | to           | \$1.62       |              |              |            |            |
| Adjusted Range                  | \$1.20       | to           | \$1.28       |              |              |            |            |
| Concluded Rent PSF/Mo.          | \$1.25       |              |              |              |              |            |            |

### ***Market Rent Conclusion***

Market rent is the rental income that a property would most probably command in the market place. For purposes of our analysis, market rent will be estimated according to the following assumptions:

- Local or regionally recognizable tenant;
- Full service leasing strategy;
- Moderate rent concessions;
- 1-7 year lease duration

A number of comparable office properties within the Roseville/Rocklin submarket were surveyed in order to estimate market rent for the subject property. The comparable properties presented on the preceding pages are considered the most similar to the subject that we could accurately confirm. We have analyzed the subject on full service terms to be consistent with typical leasing for office properties. Adjustments are made to the comparables with differing lease types to account for the difference in the owner's responsibility for operating expenses. The following table details the expenses that are included in the lease type adjustment. All else being equal, higher base rents are charged as the owner's expense responsibility increases.

| <b>Comparable<br/>Lease Type</b> | <b>Operating Expenses<br/>Paid by Owner</b> | <b>Adjusting to Full<br/>Service, adjust for:</b>                                   |
|----------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------|
| NNN                              | Property management                         | Upward: Taxes, insurance,<br>CAM, utilities, janitorial,<br>maintenance and repairs |

The survey of comparable office properties indicates an unadjusted rental rate range of \$1.28 to \$1.62 psf/month, full service. Other factors considered when adjusting the comparables consist of lease conditions, market conditions, location, visibility/accessibility, rentable area, overall quality and effective age/condition. After comparing the market data to the subject property, and considering the differing property characteristics, the range of data narrowed to \$1.20 to \$1.28 psf/month, full service. The range of data shifted below the unadjusted range mostly due to adjustments associated with the newer effective ages of the comparable properties. Rent 6 represents a listing and is therefore given less emphasis. With more weight placed on Rents 1 through 5, a market rent of \$1.25 psf/month (full service) is concluded for the subject property.

### ***Tenant Reimbursements***

Not applicable. The subject is analyzed on full service terms for which there are no tenant reimbursements.

### ***Total Potential Gross Income***

The total potential gross income for the subject consists solely of market rent and is calculated in the *Income Capitalization Approach* summary sheet at the end of this section.

### **Vacancy and Collection Loss**

This portion of the analysis considers the valuation of the subject property at stabilized occupancy. Stabilized occupancy is defined as follows:

The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.<sup>11</sup>

Market vacancy statistics were discussed in depth in the *Office Market* section of this report. Please refer to this section for a detailed discussion of market and/or submarket vacancy factors. After taking into account all market conditions, and the subject's specific attributes, a stabilized vacancy and collection loss factor for the subject property of 10% is considered reasonable over the typical investment holding period.

### **Operating Expenses**

While requested, we were not provided with historical operating expenses for the subject property. Therefore, to estimate pro forma expenses for the subject property, we will draw upon historical operating expenses for comparable office properties throughout the region, and we will consider expense data published by the PwC Investor Survey. This data is presented in the table on the following page.

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<sup>11</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 219.

## OPERATING EXPENSES (PSF/YEAR)

| Building Type                                                                                                                                                                                                                                                | Location       | Building Area (SF) | Effective Age | Expense Year | Property Taxes | Property Insurance | Utilities | Janitorial | Maint./Repairs | Property Mgmt. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|---------------|--------------|----------------|--------------------|-----------|------------|----------------|----------------|
| Comparables                                                                                                                                                                                                                                                  |                |                    |               |              |                |                    |           |            |                |                |
| 2-story, wood frame                                                                                                                                                                                                                                          | Sacramento     | 60,133             | 25 yrs        | 2016         | \$0.87         | \$0.24             | \$2.40    | \$1.04     | \$1.44         | \$1.04         |
| Single-story, concrete tilt-up                                                                                                                                                                                                                               | Rocklin        | 39,869             | 10 yrs        | 2015         | \$0.70         | \$0.30             | \$2.87    | N/Av       | \$0.46         | \$1.16         |
| 1-story, steel frame/concrete                                                                                                                                                                                                                                | Rancho Cordova | 20,484             | 20 yrs        | 2015         | \$1.36         | \$0.23             | \$0.53    | N/Av       | \$0.30         | \$0.50         |
| 1-story, concrete tilt-up                                                                                                                                                                                                                                    | Sacramento     | 1,616              | 7 yrs         | 2014         | \$4.21         | N/Av               | N/Av      | N/Av       | \$0.37         | N/Av           |
| 2-story, wood/steel/concrete                                                                                                                                                                                                                                 | Sacramento     | 56,221             | 25 yrs        | 2014         | \$1.02         | \$0.26             | \$2.61    | \$1.06     | \$1.19         | \$1.06         |
| 1-story, concrete tilt-up                                                                                                                                                                                                                                    | Rocklin        | 24,130             | 10 yrs        | 2013         | N/Av           | \$0.53             | N/Av      | N/Av       | \$1.79         | N/Av           |
| Single-story, concrete/steel                                                                                                                                                                                                                                 | Rocklin        | 12,558             | 25 yrs        | 2013         | \$1.26         | \$0.67             | \$0.41    | \$1.10     | \$2.61         | \$1.10         |
| 3-story, concrete                                                                                                                                                                                                                                            | Sacramento     | 78,078             | 30 yrs        | 2013         | \$0.76         | \$0.23             | \$2.69    | \$0.73     | \$1.63         | \$0.73         |
|                                                                                                                                                                                                                                                              |                |                    |               | Min.         | \$0.70         | \$0.23             | \$0.41    | \$0.73     | \$0.30         | \$0.50         |
|                                                                                                                                                                                                                                                              |                |                    |               | Max.         | \$4.21         | \$0.67             | \$2.87    | \$1.10     | \$2.61         | \$1.16         |
|                                                                                                                                                                                                                                                              |                |                    |               | Average      | \$1.45         | \$0.35             | \$1.92    | \$0.98     | \$1.22         | \$0.93         |
| Institute of Real Estate Management (IREM)                                                                                                                                                                                                                   |                |                    |               |              |                |                    |           |            |                |                |
| Suburban Offices (pg. 173)                                                                                                                                                                                                                                   |                |                    |               | 2014 Low:    | \$1.76         | \$0.27             | \$1.59    |            | \$0.73         | \$0.64         |
|                                                                                                                                                                                                                                                              |                |                    |               | High:        | \$3.02         | \$1.08             | \$2.67    |            | \$2.47         | \$1.17         |
|                                                                                                                                                                                                                                                              |                |                    |               | Median:      | \$2.28         | \$0.71             | \$2.16    |            | \$1.33         | \$0.92         |
| PwC Real Estate Investor Survey                                                                                                                                                                                                                              |                |                    |               |              |                |                    |           |            |                |                |
| First Quarter 2016 (surveyed only once per year)                                                                                                                                                                                                             |                |                    |               |              |                |                    |           |            |                |                |
| Property Management Fees (as a % of EGI)                                                                                                                                                                                                                     |                |                    |               |              |                |                    |           |            |                |                |
|                                                                                                                                                                                                                                                              | Low            | High               | Avg           |              |                |                    |           |            |                |                |
| Central Bus. District Office                                                                                                                                                                                                                                 | 1.00%          | 5.00%              | 2.54%         |              |                |                    |           |            |                |                |
| Suburban Office                                                                                                                                                                                                                                              | 1.50%          | 6.00%              | 3.22%         |              |                |                    |           |            |                |                |
| Medical Office                                                                                                                                                                                                                                               | 1.30%          | 5.00%              | 3.71%         |              |                |                    |           |            |                |                |
| Flex/R&D                                                                                                                                                                                                                                                     | 1.50%          | 4.00%              | 2.80%         |              |                |                    |           |            |                |                |
| * Utilities include electricity, natural gas, water and sewer. Does not include trash removal, which is part of Maint/Repairs.<br>"C.A." indicates that utilities are for the common areas only (tenants are individually metered for their rentable areas). |                |                    |               |              |                |                    |           |            |                |                |

### **Property Taxes and Direct Charges**

As discussed in the *Property Identification and Legal Data* section of this report, the subject property does not have a property tax obligation due to the fact that the building is owned and operated by the City of Roseville. However, the definition of market value assumes a sale, and if the property transferred to a private ownership, taxes would then be assessed. Therefore, we have estimated property taxes by applying the tax rate of 1.0937% to the market value estimate via the income capitalization approach.

### **Insurance**

An insurance expense of \$0.40 psf/year is concluded for the subject property, which is in line with the comparable properties.

### **Utilities**

A utility expense of \$2.00 psf/year is concluded for the subject property, which is in line with the comparable properties.

### **Janitorial**

We have concluded an estimate of \$1.00 psf/year which is in line with typical market janitorial expenses.

### **Maintenance and Repairs**

Unlike the balance of the operating expenses, maintenance and repairs expenses can fluctuate significantly from year to year depending on items that require repair/replacement in one year but not the next, which is evidenced by the wide range of the comparables. An expense of \$1.50 psf/year is concluded.

**Management**

Property management expenses for office properties in the subject's market area are typically between 1.5% and 6.0% of effective gross income. An expense of 3.0% of EGI is concluded for the subject property.

**Replacement Allowance**

A replacement reserve expense has not been estimated for the subject property since the overall capitalization rates extracted from the sales data did not include this as an expense.

**Overall Capitalization Rate**

To provide an estimate of the market value for the subject property via the direct capitalization method of the income capitalization approach, an overall rate must be derived. The overall capitalization rate is the ratio between the net operating income as of the date of value and a property's cash equivalent sales price. The overall rate is a reflection of the present value of anticipated future benefits.

In our derivation of the appropriate capitalization rate, two sources are considered: 1) market sales and 2) a band of investment analysis. These sources are discussed below.

**Market Sales**

In the *Sales Comparison Approach*, we analyzed several sales of office properties. We also compiled capitalization rate information for a variety of additional office properties in the region that were leased at the time of sale. This information is presented in the table on the following page.

**MARKET CAPITALIZATION RATES**

| Property Identification                  | Sale Date | Sale Price  | Rentable Area (SF) | Sale Price per SF | Overall Cap Rate |
|------------------------------------------|-----------|-------------|--------------------|-------------------|------------------|
| 4010 El Camino Avenue<br>Sacramento      | Feb-16    | \$1,925,000 | 14,000             | \$137.50          | 7.50%            |
| 11130 Sun Center Drive<br>Rancho Cordova | Sep-15    | \$4,600,000 | 30,096             | \$152.84          | 7.00%            |
| 5750 Sunrise Boulevard<br>Citrus Heights | Aug-15    | \$3,256,009 | 30,198             | \$107.82          | 7.93%            |
| 2237 Douglas Boulevard<br>Roseville      | Jan-15    | \$5,600,000 | 25,630             | \$218.49          | 7.23%            |
| 216-228 Riverside Avenue<br>Roseville    | Dec-14    | \$1,590,000 | 13,402             | \$118.64          | 9.00%            |

The overall capitalization rate is the rate at which an investor of an income-producing property will see a return on capital used to buy a particular property/investment. Thus, the capitalization rate can reasonably be viewed as a function of risk. A high risk implies a high possibility of investment loss; a property with high risk will have a high capitalization rate causing a lower selling price or value than one with a relatively low risk factor, all else being equal.

Attributes such as location, building area, visibility/accessibility, condition, effective age and overall quality were taken into account when equating sales and rent comparables to the subject in order to determine market value. The same is true when determining a capitalization rate for the subject property. Also considered when deriving a capitalization rate for an income-producing property is deferred maintenance, security of the income stream (terms of leases and strength of tenants), as well as general economic conditions and local market conditions.

When determining an appropriate capitalization rate for the subject, consideration is given to its location, effective age, and overall quality, as well as the fact that the subject would be a converted fire station as opposed to a purpose-built office property. In examining the income-producing potential of the subject in comparison to other properties in the region, as well as its risk factors, an overall rate toward the upper end of the range of data appears reasonable. Based on the factors discussed, we have concluded a capitalization rate for the subject of 8.50%.

### ***Band of Investment Analysis***

One method of determining an overall capitalization rate is to build a rate based on current financing requirements through band of investment. Since most income-producing properties are purchased with debt and equity capital, the overall capitalization rate must satisfy the market return requirements of both investment positions. Lenders must anticipate receiving a competitive interest rate commensurate with the perceived risk of the investment or they will not make funds available. Similarly, equity investors must anticipate receiving a competitive equity cash return commensurate with the perceived risk, or they will invest their funds elsewhere.

Band of Investment is defined as follows:

**Band of Investment:** a technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements).<sup>12</sup>

Typical financing parameters based on a database compiled for commercial properties throughout the region will be used in the determination of the mortgage constant (or mortgage capitalization rate). The equity dividend rate generally reflects the risk associated with an investment from the buyer's perspective (or position). In other words, the more risk associated with a property, the higher

<sup>12</sup> The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 19.

the return that would be required by the investor. Extracting equity dividend rates from recent commercial transactions indicates that the equity dividend rates are typically higher than the mortgage constant in the current market. To estimate an equity dividend rate for the subject property, we have considered current target rates that real estate investors are attempting to obtain on a wide variety of investments.

The following table presents the typical financing parameters, the estimated equity dividend requirement range, and the band of investment analysis based on market participant surveys and publications for commercial properties throughout the region. This analysis indicates a reasonable range of overall capitalization rates for the subject property.

| BAND OF INVESTMENT          |         |    |         |       |              |
|-----------------------------|---------|----|---------|-------|--------------|
| Mortgage Interest Rate      | 5.00%   |    |         |       |              |
| Amortization Period (Years) | 25      |    |         |       |              |
| Loan-to-Value Ratio         | 70%     |    |         |       |              |
| Mortgage Constant           | 0.07015 |    |         |       |              |
| Equity Dividend Rate        | 11.00%  | to | 13.00%  |       |              |
| Mortgage Requirement        | 70%     | x  | 0.07015 | =     | 4.91%        |
| Equity Requirement          | 30%     | x  | 0.11000 | =     | 3.30%        |
|                             | 100%    |    |         |       | 8.21%        |
|                             |         |    |         |       |              |
| Mortgage Requirement        | 70%     | x  | 0.07015 | =     | 4.91%        |
| Equity Requirement          | 30%     | x  | 0.13000 | =     | 3.90%        |
|                             | 100%    |    |         |       | 8.81%        |
|                             |         |    |         |       |              |
| Indicated Overall Cap Rate: |         |    | (Min.)  | 8.21% | (Max.) 8.81% |

### ***Capitalization Rate Conclusion***

The following table summarizes the capitalization rates derived via the various sources:

| Source             | Range          |
|--------------------|----------------|
| Comparable Sales   | 7.00% to 9.00% |
| Band of Investment | 8.21% to 8.81% |

Both the market sales and band of investment analysis were used to derive a capitalization rate for the subject. We were able to identify several sales of office properties in the subject's area and similar surrounding market areas to estimate an overall rate. Given the good comparable sales information, this approach led to a dependable range of capitalization rates. Although the band of investment analysis uses generalized loan parameters and equity dividend rate estimates, which are somewhat subjective, it is considered to provide a valid range of capitalization rates and complements the market sales data.



Considering the attributes of the subject property and the current state of the local economy, a capitalization rate of 8.50% is estimated for the subject property.

### **Market Value Conclusion – Income Capitalization Approach**

Applying the components discussed on the preceding pages (potential gross income, vacancy, operating expenses and overall capitalization rate), the market value conclusion via the income capitalization approach is presented on the following page. Once again, the estimate of value is based on a hypothetical condition assuming completion of renovation, conversion, and stabilized occupancy. It also assumes the proposed lot line adjustment has recorded.

## INCOME CAPITALIZATION APPROACH

### POTENTIAL GROSS INCOME CALCULATION

| Income                       | Rentable<br>Area (SF) | Rent<br>PSF/Mo. | Monthly<br>Income | Annual<br>Income |
|------------------------------|-----------------------|-----------------|-------------------|------------------|
| Market Rent                  | 19,000                | \$1.25          | \$23,750          | \$285,000        |
| Total Potential Gross Income |                       |                 |                   | \$285,000        |

VACANCY & COLLECTION LOSS @ 10% (\$28,500)

EFFECTIVE GROSS INCOME \$256,500

| EXPENSES                | \$/SF/Year | \$/Year   | % of EGI |             |
|-------------------------|------------|-----------|----------|-------------|
| Property Taxes          | \$0.93     | \$17,718  | 6.9%     |             |
| Building Insurance      | \$0.40     | \$7,600   | 3.0%     |             |
| Utilities               | \$2.00     | \$38,000  | 14.8%    |             |
| Janitorial              | \$1.00     | \$19,000  | 7.4%     |             |
| Maintenance and Repairs | \$1.50     | \$28,500  | 11.1%    |             |
| Management              | \$0.41     | \$7,695   | 3.0%     |             |
| Total Expenses          | \$6.24     | \$118,513 | 46.2%    | (\$118,513) |

NET OPERATING INCOME \$137,987

OVERALL CAPITALIZATION RATE 8.50%

VALUE CONCLUSION (NOI ÷ CAP RATE) \$1,623,377

**CONCLUSION OF VALUE BY DIRECT CAPITALIZATION Rd. \$1,620,000**

## RECONCILIATION

The fee simple market value conclusions indicated by the sales comparison and income capitalization approaches to value are:

|                                       |                    |
|---------------------------------------|--------------------|
| <b>Sales Comparison Approach</b>      | <b>\$1,710,000</b> |
| <b>Income Capitalization Approach</b> | <b>\$1,620,000</b> |

In reconciling the two approaches to value, consideration is given to the individual strengths and weaknesses of each approach.

### **Sales Comparison Approach**

We analyzed several comparable sales of office properties throughout the subject's market area and surrounding areas. The sales comparison approach is typically most relevant when valuing small, owner-user properties; however, it can be useful in appraising any type of property for which relevant market sales data can be obtained. This approach is relevant to the valuation of the subject property because there have been several sales of comparable office properties. The data obtained for this analysis was reasonably similar to the subject, and the adjustments accounted for any differences between the comparables and the subject. The value indication via this approach is considered reliable because we identified several comparable sales and the adjustments resulted in a narrowing of the range of data. Overall, it is our opinion the sales comparison approach provides a credible estimate of market value for the subject property.

### **Income Capitalization Approach**

Buyers of income-producing real estate rely primarily upon the income capitalization approach when assessing the feasibility of an investment. This approach is considered relevant to the valuation of the subject because it could be managed as a leased investment. Further, the reliability of this approach is good in light of the fact that we identified several leases of comparable office properties in the subject's market area. Additionally, the data obtained in estimating vacancy, operating expenses and a capitalization rate for the subject property are considered reliable. Based on the strength of data used in this analysis, consideration is given to the income capitalization approach when arriving at a final conclusion of fee simple market value.

### **Conclusion**

Both approaches are considered applicable to the valuation of the subject property. The indications via the two approaches are within 6% of one another. Based on the preceding discussion and analysis, our final conclusion of fee simple market value of the subject property – assuming completion of renovation, conversion and stabilized occupancy (based on a hypothetical condition) – is **\$1,670,000**.

## **MARKET VALUE AS OF THE DATE OF INSPECTION**

As detailed in the *Highest and Best Use* section of this report, the maximally productive use of the subject property is for renovation, conversion and lease-up of the building as professional office space. The preceding analysis considered a hypothetical condition of the subject property assuming completion of all three provisions. In order to determine the market value of the subject property as of the date of inspection, deductions are required for rent loss, concessions, leasing commissions, conversion costs, tenant improvement (renovation) costs and developer's incentive over a reasonable absorption period. These items are discussed below.

### **Rent Loss**

Income loss from rent would be incurred until the subject is leased to stabilized occupancy. While the subject is currently 100% owner-occupied, the current use as a fire station is not consistent with our conclusion of highest and best use for the subject property (conversion to conventional professional office). Thus, we must take into account the lease-up period required to lease the subject. In the income capitalization approach, we identified a 90% stabilized occupancy level for the subject property. Multiplying this figure by the total rentable area indicates that 17,100 square feet would need to be leased in order to achieve stabilized occupancy.

Considering the specifics of the subject property (location, configuration, etc.), as well as current market conditions, we have estimated an absorption period of 18 months for the vacant space to lease. This projected absorption is considered reasonable based on lease-up times reported for other office properties throughout the region, as well as taking account an estimated renovation period of six months. There is not expected to be any pre-leasing, and lease-up of the subject property will begin once renovation is complete.

The estimated absorption period takes into account the competitive rental rate concluded for the subject property. Rent loss over the 18 months is calculated based on a rental rate of \$1.25 (full service), consistent with the market rent concluded in the *Income Capitalization Approach*.

### **Rental Concessions**

Consistent with leasing at comparable properties, it is expected that the property owner of the subject property will use rental concessions as a marketing tool to attract potential tenants. The comparable rents utilized in the *Income Capitalization Approach* indicate that rental concessions range from 0 to 3 months in the subject's area. As such, a rental concession (free rent) of three months is deducted in this portion of the analysis.

### **Leasing Commissions**

A leasing commission of 6% of the rental payments over the term of the lease is typical in the subject's market area. A lease term of three years (36 months) is assumed.

## Renovation Costs

The subject property is currently occupied by a public/government entity for use as a fire station, the subject will be appraised in accordance with its highest and best economic use. In assuming completion of renovation, conversion and stabilized occupancy (based on a hypothetical condition) the building will be converted to conventional office space. The subject property contains 13,543± square feet of basement office area. The space is reportedly located in the floodplain and has restrictions on renovation or conversion. It also has limited marketability due to lower ceilings, reduced window lines, and limited access. The basement is therefore not included in the calculation of rentable area for the subject.

We can estimate build-out costs for office space by referencing to the Marshall Valuation Service, a nationally recognized cost-estimating guide published by Marshall & Swift. For the Marshall estimate, we will obtain and employ a per square foot cost indicator (Calculator Method) for Average "Class C" Office Space. In light of the physical characteristics of the subject property, this category of improvements is deemed as being most similar to the subject.

The cost indicator applicable to the subject's building area is calculated below. Once again, the basement space is excluded.

| Average Office Space<br>(Section 14, Page 35) |    |       |
|-----------------------------------------------|----|-------|
| Base Cost                                     | \$ | 51.71 |
| Total Base Cost                               | \$ | 51.71 |
| Perimeter Multiplier                          |    | 1.013 |
| Height Multiplier                             |    | 1.000 |
| Current Multiplier                            |    | 1.010 |
| Local Multiplier                              |    | 1.180 |
| Total Cost                                    | \$ | 62.43 |

The cost estimate presented above is representative of the cost to build out new space within a shell building. Thus, we will use this cost figure for the fire engine bay (approximately 3,870 square feet). Since second-generation space is already built out, the tenant improvement allowances are typically substantially less and vary considerably based on the condition of existing space, market conditions, type of tenant, and the negotiating strength of the parties involved. Since the administrative office and sleeping quarters are already improved, a lower cost of \$20 per square foot is concluded for the renovation and conversion of this area to conventional professional office space.

City representatives noted there are underground tanks on the site and the building has asbestos. Note that we are not experts in the field of determining the existence or severity of these issues, and the cost of remediation could vary greatly. In June 2015, CB Richard Ellis (CBRE) published an article titled "Approximation of the Asbestos Cleanup Liability for Large Real Property Portfolios." In this article, they estimated asbestos cleanup costs for commercial properties, and we will use these reported costs to estimate the cost of removal of asbestos for the subject property. For removal and disposal costs, they used a sample of 40 actual cleanup cost estimates from several sites on the east coast, and the properties represented administration, housing, mission support, maintenance and production, storage, and utilities buildings. The median cost was \$5.48 per square foot, which was also consistent with the median cost for asbestos removal found in a separate study of California public buildings. In addition to the removal costs, CBRE estimates a survey cost of \$0.37 per square foot for buildings measuring 20,000 square feet, which indicates a total cost of \$5.85 per square foot ( $\$5.48 + \$0.37$ ). This figure will be used as an estimate of cost for asbestos removal. We will be calculating the asbestos removal for the entire area of the building of 32,543 square feet. It is expected that the buyer would fully remediate the problem since asbestos is a harmful substance that can cause lung and respiratory conditions.

The number of underground storage tanks and possible soil contamination of the subject property is unknown. An environmental study prepared by Brusca Associates, Inc. and dated October 20, 2016 indicated that there are no environmental or soils concerns at the subject property. A property proximate to the subject at 316 Vernon Street recently underwent the removal of large and small storage tanks, and the cost of removal as reported by the City of Roseville was \$60,000. This property is within two blocks of the subject, and it is assumed the costs incurred will be similar for the subject property.

A property condition assessment report was prepared by AEI Consultants in October 2016. In this report, the consultants identified issues of deferred maintenance that require repair. Items include storm water drainage and retaining wall improvements, parking lot repair, sidewalk and curb repair, framing and cladding improvements, and other miscellaneous repairs. The total estimated cost of curing these items is \$122,300. This estimate will be relied upon in the valuation of the subject property.

### **Entrepreneurial Profit**

We must also consider the entrepreneurial profit factor an investor would require to undertake the project considering the scope of work involved with conversion and renovation. A profit factor of 10% of the capital at risk is considered reasonable under current market conditions. Capital at risk includes the costs associated with the aforementioned items.

## Conclusion

Based on the preceding discussion and analysis, the market value of the subject property is calculated on the following table.

| Market Value Assuming Renovation, Conversion and Stabilized Occupancy |        |                    |             |                          |                  | \$1,670,000          |
|-----------------------------------------------------------------------|--------|--------------------|-------------|--------------------------|------------------|----------------------|
|                                                                       | Month  | SF Vacant          | Absorp./Mo. | Market Rent<br>PSF/Month | Rent<br>Loss/Mo. |                      |
| Rent Loss:                                                            | 1      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 2      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 3      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 4      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 5      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 6      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 7      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 8      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 9      | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 10     | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 11     | 17,100             | 0           | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 12     | 17,100             | 5,700       | \$1.25 =                 | \$21,375         |                      |
|                                                                       | 13     | 11,400             | 0           | \$1.25 =                 | \$14,250         |                      |
|                                                                       | 14     | 11,400             | 0           | \$1.25 =                 | \$14,250         |                      |
|                                                                       | 15     | 11,400             | 5,700       | \$1.25 =                 | \$14,250         |                      |
|                                                                       | 16     | 5,700              | 0           | \$1.25 =                 | \$7,125          |                      |
|                                                                       | 17     | 5,700              | 0           | \$1.25 =                 | \$7,125          |                      |
|                                                                       | 18     | 5,700              | 5,700       | \$1.25 =                 | \$7,125          |                      |
| Total Rent Loss                                                       |        |                    |             |                          |                  | \$320,625            |
| Rent Concessions                                                      | 17,100 | SF @               | \$1.25      | psf/mo. for 3 mos.       |                  | \$64,125             |
| Leasing Commissions                                                   | 17,100 | SF @               | \$1.25      | psf/mo. for 36 mos. x 6% |                  | \$46,170             |
| Conversion Costs                                                      |        |                    |             |                          |                  |                      |
| Fire Engine Bay Renovation                                            | 3,870  | SF @               | \$62.43     | psf                      |                  | \$241,601            |
| Interior Renovation                                                   | 15,130 | SF @               | \$20.00     | psf                      |                  | \$302,600            |
| Asbestos Removal                                                      | 32,543 | SF @               | \$5.85      | psf                      |                  | \$190,377            |
| Storage Tank Removal                                                  |        |                    |             |                          |                  | \$60,000             |
| Deferred Maintenance                                                  |        |                    |             |                          |                  | \$122,300            |
| Entrepreneurial Incentive                                             | 10%    | of capital at risk |             |                          |                  | <u>\$134,780</u>     |
| <b>Total Costs</b>                                                    |        |                    |             |                          |                  | <u>(\$1,482,577)</u> |
| Market Value as of the Date of Inspection                             |        |                    |             |                          |                  | \$187,423            |
| (Assumes Completion of the Lot Line Adjustment)                       |        |                    |             |                          |                  | <b>Rd. \$190,000</b> |

## LAND VALUATION

Using the sales comparison approach, the market value of the subject's land will be estimated by a comparison to similar properties that have recently sold, are listed for sale or are under contract. The underlying premise of the sales comparison approach is the market value of a property is directly related to the price of comparable, competitive properties in the marketplace.

This approach is based on the economic principle of substitution. According to The Appraisal of Real Estate, 14th Edition (Chicago: Appraisal Institute, 2013), *"The principle of substitution holds that the value of property tends to be set by the cost of acquiring a substitute or alternative property of similar utility and desirability within a reasonable amount of time."* The sales comparison approach is applicable when there are sufficient recent, reliable transactions to indicate value patterns or trends in the market.

The proper application of this approach requires obtaining sale data for comparison with the subject property. In order to assemble the comparable sales, we searched public records and other data sources for leads, then confirmed the raw data obtained with parties directly related to the transactions (primarily brokers, buyers and sellers) and/or public records. In the selection of market data for this appraisal, our search criteria for comparable market data was as follows:

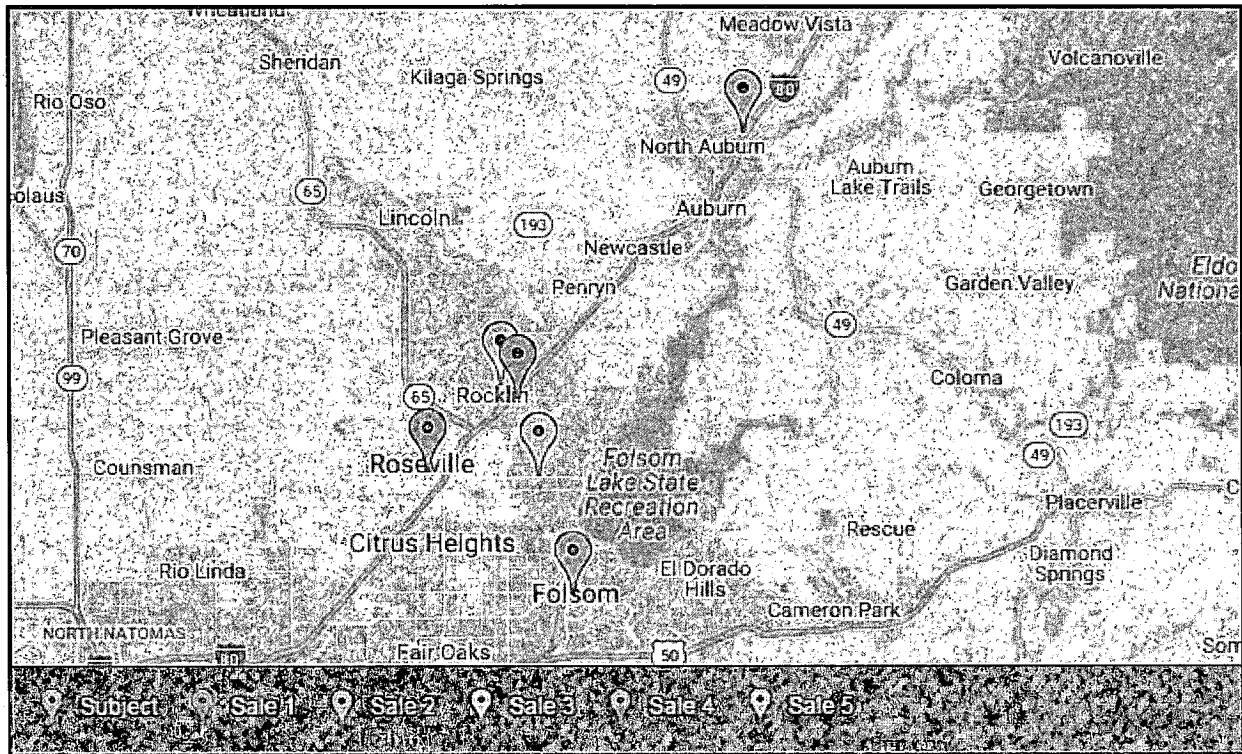
- Vacant land properties
- Zoning (Commercial)
- Date of sale (within the last 24 months)
- Size (between 1.25 to 3 acres)
- Location (Roseville and similar surrounding market areas)

On the following pages, we will present and analyze several comparable properties. We will begin by presenting a summary tabulation and location map, followed by detailed sales sheets, a discussion of necessary adjustments, and our conclusion of market value via this approach. The sales on the following page are the most recent transactions considered reasonably similar to the subject property.



## LAND SALES SUMMARY

| Sale No. | Location                              | Sale Date | Sale Price | Land Area (Acre/SF) | Sale Price/SF | Zoning / Land Use |
|----------|---------------------------------------|-----------|------------|---------------------|---------------|-------------------|
| 1        | 4680 Rocklin Road<br>Rocklin          | Sep-16    | \$700,000  | 2.40<br>104,544     | \$6.70        | PD-C              |
| 2        | Bowman Road<br>Auburn                 | May-16    | \$750,000  | 2.90<br>126,324     | \$5.94        | HS-DC             |
| 3        | 5220 Douglas Boulevard<br>Granite Bay | May-16    | \$625,000  | 2.80<br>121,968     | \$5.12        | C2-UP-Dc          |
| 4        | 824 Sutter Street<br>Folsom           | Dec-14    | \$356,000  | 1.58<br>68,803      | \$5.17        | HD                |
| 5        | 4700 Grove Street<br>Rocklin          | Listing   | \$316,245  | 1.32<br>57,499      | \$5.50        | C-3               |

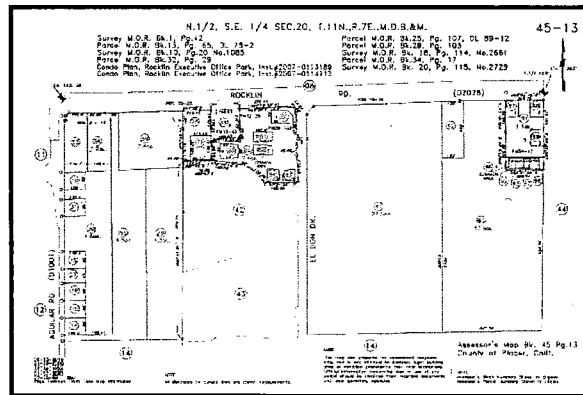


## Property Identification

4680 Rocklin Road  
Rocklin, California 95677  
Placer County

APN: 045-130-056

## LAND SALE 1



## Sale Data

Grantor  
Grantee  
Sale Date  
Deed Book Page  
Property Rights  
Conditions of Sale  
Financing Terms  
Sale Price

Elihu J Kearney Living Trust  
CJ Phen, LLC  
9/19/2016  
078729  
Fee Simple  
Market  
Cash Equivalent  
\$700,000

## Land Data

Land Area (SF)  
Land Area (Acres)  
Zoning  
Shape  
Corner Orientation  
Street Frontage  
Topography  
Off-Site Improvements  
On-Site Improvements

104,544  
2.40  
PD-C, Planned Development, Commercial  
Rectangular  
No  
Along Rocklin Road  
Level  
All to site  
None

## Indicators

Sale Price per SF  
PV Bonds per SF

\$6.70  
\$0.00

## Remarks

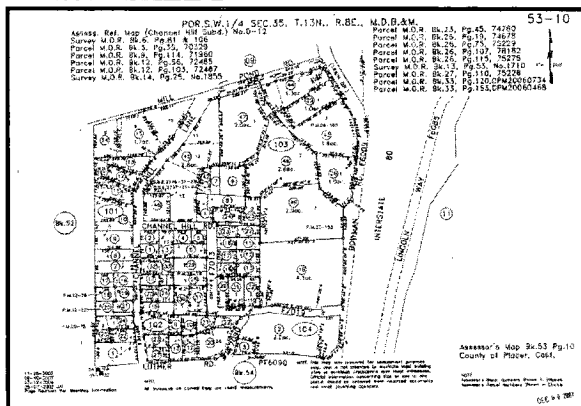
This comparable represents a parcel located along the south line of Rocklin Road, near Interstate 80. Reportedly, the buyer purchased the property as a long term investment.

## LAND SALE 2

### Property Identification

Bowman Road  
Auburn, California  
Placer County

APN: 053-103-049



### Sale Data

|                    |                         |
|--------------------|-------------------------|
| Grantor            | Norman R Nedde Md, Inc. |
| Grantee            | James & Carol Babcock   |
| Sale Date          | 5/9/2016                |
| Deed Book Page     | 035029                  |
| Property Rights    | Fee Simple              |
| Conditions of Sale | Market                  |
| Financing Terms    | Cash Equivalent         |
| Sale Price         | \$750,000               |

### Land Data

|                       |                                                                             |
|-----------------------|-----------------------------------------------------------------------------|
| Land Area (SF)        | 126,324                                                                     |
| Land Area (Acres)     | 2.90                                                                        |
| Zoning                | HS-DC, Highway Service District, Airport Industrial Design Control District |
| Shape                 | Irregular                                                                   |
| Corner Orientation    | No                                                                          |
| Street Frontage       | Along Bowman Road                                                           |
| Topography            | Level                                                                       |
| Off-Site Improvements | Some to site                                                                |
| On-Site Improvements  | None                                                                        |

### Indicators

|                   |        |
|-------------------|--------|
| Sale Price per SF | \$5.94 |
| PV Bonds per SF   | \$0.00 |

### Remarks

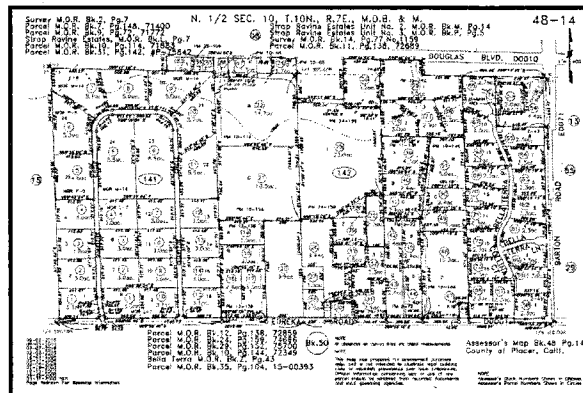
This comparable represents a vacant parcel that is situated proximate to Interstate 80. The comparable is also near residential and retail development.

### Property Identification

5220 Douglas Boulevard  
Granite Bay, California 95746  
Placer County

APN: 048-142-081

### LAND SALE 3



### Sale Data

|                    |                              |
|--------------------|------------------------------|
| Grantor            | Granite Estates Professional |
| Grantee            | CJC Investments, LLC         |
| Sale Date          | 5/27/2016                    |
| Deed Book Page     | 041411                       |
| Property Rights    | Fee Simple                   |
| Conditions of Sale | Market                       |
| Financing Terms    | Cash Equivalent              |
| Sale Price         | \$625,000                    |

### Land Data

|                       |                                                                     |
|-----------------------|---------------------------------------------------------------------|
| Land Area (SF)        | 121,968                                                             |
| Land Area (Acres)     | 2.80                                                                |
| Zoning                | C2-UP-DC, General Commercial, Use Permit Required,<br>Design Review |
| Shape                 | Irregular                                                           |
| Corner Orientation    | No                                                                  |
| Street Frontage       | Along Douglas Boulevard                                             |
| Topography            | Level                                                               |
| Off-Site Improvements | All to site                                                         |
| On-Site Improvements  | None                                                                |

### Indicators

|                   |        |
|-------------------|--------|
| Sale Price per SF | \$5.12 |
| PV Bonds per SF   | \$0.00 |

### Remarks

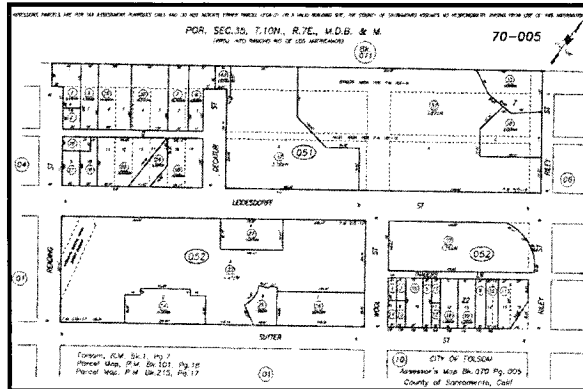
This comparable is located along the south line of Douglas Boulevard. This comparable is proximate to retail, commercial and residential developments.

## LAND SALE 4

### Property Identification

824 Sutter Street  
Folsom, California 95630  
Sacramento County

APN: 070-0052-022, -024, -025, -026



### Sale Data

|                    |                                                                               |
|--------------------|-------------------------------------------------------------------------------|
| Grantor            | The Successor Agency to the Former Redevelopment Agency of the City of Folsom |
| Grantee            | Folsom Railroad Block Developers, LLC                                         |
| Sale Date          | 12/24/2014                                                                    |
| Deed Book Page     | 20141224-0090                                                                 |
| Property Rights    | Fee Simple                                                                    |
| Conditions of Sale | Market                                                                        |
| Financing Terms    | Cash Equivalent                                                               |
| Sale Price         | \$356,000                                                                     |

### Land Data

|                       |                       |
|-----------------------|-----------------------|
| Land Area (SF)        | 68,803                |
| Land Area (Acres)     | 1.58                  |
| Zoning                | HD, Historic Downtown |
| Shape                 | Irregular             |
| Corner Orientation    | No                    |
| Street Frontage       | Along Sutter Street   |
| Topography            | Level                 |
| Off-Site Improvements | All to site           |
| On-Site Improvements  | None                  |

### Indicators

|                   |        |
|-------------------|--------|
| Sale Price per SF | \$5.17 |
| PV Bonds per SF   | \$0.00 |

### Remarks

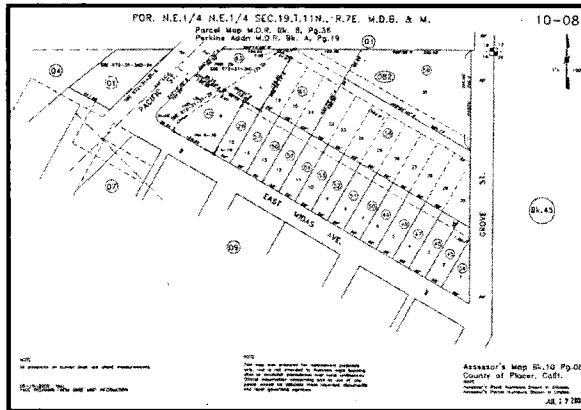
This comparable represents the sale of four parcels in Folsom's historic downtown.

## Property Identification

4700 Grove Street  
Rocklin, California 95677  
Placer County

APN: 010-082-059

## LAND SALE 5



## Sale Data

|                    |                  |
|--------------------|------------------|
| Grantor            | Bullard, Bryan E |
| Grantee            | Listing          |
| Sale Date          | Listing          |
| Deed Book Page     | Listing          |
| Property Rights    | Fee Simple       |
| Conditions of Sale | Market           |
| Financing Terms    | Cash Equivalent  |
| Sale Price         | \$316,245        |

## Land Data

|                       |                       |
|-----------------------|-----------------------|
| Land Area (SF)        | 57,499                |
| Land Area (Acres)     | 1.32                  |
| Zoning                | C-3, Heavy Commercial |
| Shape                 | Irregular             |
| Corner Orientation    | No                    |
| Street Frontage       | Along Grove Street    |
| Topography            | Level                 |
| Off-Site Improvements | All to site           |
| On-Site Improvements  | None                  |

## Indicators

|                   |        |
|-------------------|--------|
| Sale Price per SF | \$5.50 |
| PV Bonds per SF   | \$0.00 |

## Remarks

This listing represents a vacant parcel located near Old Town Rocklin. It is situated just off of Pacific Street, which is a major thoroughfare.

## **Adjustment Discussion**

The comparable transactions are adjusted based on the profile of the subject property with regard to categories that affect market value. If a comparable has an attribute that is considered superior to that of the subject, it is adjusted downward to negate the effect the item has on the price of the comparable. The opposite is true of categories considered inferior to the subject.

Percentage or dollar adjustments are considered appropriate in order to isolate and quantify the adjustments on the comparable sales data. At a minimum, the appraiser considers adjustments for the following items:

- Present value of bonds
- Property rights conveyed
- Financing terms
- Conditions of sale (motivation)
- Expenditures after sale
- Market conditions
- Physical characteristics

A paired sales analysis is performed in a meaningful way when the quantity and quality of data are available. However, many of the adjustments require the appraiser's experience and knowledge of the market and information obtained from those knowledgeable and active in the marketplace. A detailed analysis involving each of these factors is presented as follows:

### ***Present Value of Bonds***

Neither the subject property nor the comparable sales are encumbered by bonds. No adjustments are required for this element of comparison.

### ***Property Rights Conveyed***

In transactions of real property, the rights being conveyed vary widely and have a significant impact on the sales price. The opinions of value in this report are based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts and conditions, covenants and restrictions (CC&Rs). All of the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

### ***Financing Terms***

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid

by the buyer for below market financing terms or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. All of the comparable sales represented cash to the seller transactions and, therefore, do not require adjustments.

### ***Conditions of Sale***

Adverse conditions of sale can account for a significant discrepancy from the sales price actually paid compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered to be non-market and may include the following:

- a seller acting under duress,
- a lack of exposure to the open market,
- an inter-family or inter-business transaction for the sake of family or business interest,
- an unusual tax consideration,
- a premium paid for site assemblage,
- a sale at legal auction, or
- an eminent domain proceeding.

The majority of the comparables represent arm's length, market transactions. Sale 5 represents a current listing and is adjusted downward to reflect typical negotiations between buyer and seller over the list price.

### ***Expenditures after Sale***

This category includes all costs required after the transaction. None of the sales required costs immediately after the sale; therefore, no adjustments are warranted for this category.

### ***Market Conditions***

Market conditions generally change over time, but the date of value is for a specific point in time. Therefore, in an unstable economy, one that is undergoing changes in the value of the dollar, interest rates and economic growth or decline, extra attention needs to be paid to assess changing market conditions. Significant changes in price levels can occur in several areas of a municipality, while prices in other areas remain relatively stable. Although the adjustment for market conditions is often referred to as a time adjustment, time is not the cause of the adjustment.

In evaluating market conditions, changes between the comparable sales date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required. Sale 4 transferred in late-2014 and is adjusted upward to account for the improvement in market conditions since the date of the transaction. All of the other comparables sold in May 2016 or later, and no further adjustments are required.



### ***Physical Characteristics***

The physical characteristics of a property can impact the selling price. Those that may impact value are discussed as follows:

#### **Location**

The subject is located in Downtown Roseville area. Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values. The subject is surrounded by residential and commercial development. Sales 1 and 5 are considered to be in inferior areas compared to the subject, and upward adjustments are applied.

#### **Visibility/Accessibility**

The visibility and accessibility of a property can have a direct impact on value. For example, a property with limited access is considered to be an inferior position compared to a property with open accessibility. Conversely, if a property has freeway visibility, or is situated in proximity to major linkages, this is considered to be a superior site amenity in comparison to a property with limited visibility and positioning.

The subject property is considered to possess average visibility/accessibility. Sales 1 and 2 are located on a major thoroughfare exhibiting superior visibility and accessibility, warranting downward adjustments. Sale 5 has slightly inferior visibility than the subject and is therefore adjusted upward.

#### **Land Area**

The market generally exhibits an inverse relationship between land area and price per square foot such that larger parcels sell for a lower price per square foot than smaller parcels, all else being equal. For purposes of analysis, comparables with appreciably smaller parcel sizes than the subject are adjusted downward, and vice versa.

#### **Off-Site Improvements**

The subject property has all off-site improvements in place, including asphalt-paved streets, curbs, gutters and sidewalks. All of the comparables have off-site improvements in place; thus, no adjustments are made.

### Site Utility

The subject property has average site utility given its shape, generally level topography, and lack of vegetation, trees, rocks or other impediments to development. All of the sales have similar site utility as the subject and no adjustments are required.

### Zoning/Restrictions

Similar to the subject property, all of the sales have zoning permitting a variety of commercial development. No adjustments are applied for zoning.

### ***Adjustment Grid***

During our investigation, we identified several land sales located throughout the subject's area and surrounding areas that were analyzed to estimate the market value of the fee simple interest in the subject property. The adjustment grid on the following page details the unadjusted and adjusted value ranges presented by the comparable sales.

### ADJUSTMENT GRID

| Elements of Comparison          | Subject     | Sale 1      | Sale 2       | Sale 3      | Sale 4      | Sale 5       |
|---------------------------------|-------------|-------------|--------------|-------------|-------------|--------------|
| Price per SF (Unadjusted)       |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.50       |
| PV of Bonds per SF              | \$0.00      | \$0.00      | \$0.00       | \$0.00      | \$0.00      | \$0.00       |
| Adjustment                      |             | \$0.00      | \$0.00       | \$0.00      | \$0.00      | \$0.00       |
| Adjusted Value                  |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.50       |
| Property Rights Conveyed        | Fee Simple  | Fee Simple  | Fee Simple   | Fee Simple  | Fee Simple  | Fee Simple   |
| Adjustment                      |             |             |              |             |             |              |
| Adjusted Value                  |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.50       |
| Financing Terms                 | Cash Equiv. | Cash Equiv. | Cash Equiv.  | Cash Equiv. | Cash Equiv. | Cash Equiv.  |
| Adjustment                      |             |             |              |             |             |              |
| Adjusted Value                  |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.50       |
| Conditions of Sale              | Market      | Market      | Market       | Market      | Market      | Listing      |
| Adjustment                      |             |             |              |             |             | -5%          |
| Adjusted Value                  |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.22       |
| Expenditures After Sale         | None        | Similar     | Similar      | Similar     | Similar     | Similar      |
| Adjustment                      |             |             |              |             |             |              |
| Adjusted Value                  |             | \$6.70      | \$5.94       | \$5.12      | \$5.17      | \$5.22       |
| Market Conditions               | Oct-16      | Sep-16      | May-16       | May-16      | Dec-14      | Oct-16       |
| Adjustment                      |             |             |              |             | 5%          |              |
| Effective Price per SF          |             | \$6.70      | \$5.94       | \$5.12      | \$5.43      | \$5.22       |
| <b>Physical Characteristics</b> |             |             |              |             |             |              |
| Location                        | Roseville   | Similar     | Sl. Inferior | Similar     | Similar     | Inferior     |
| Adjustment                      | Downtown    |             | 5%           |             |             | 10%          |
| Visibility / Accessibility      | Average     | Superior    | Superior     | Similar     | Similar     | Sl. Inferior |
| Adjustment                      |             | -10%        | -10%         |             |             | 5%           |
| Land Area (SF)                  | 90,977      | 104,544     | 126,324      | 121,968     | 68,803      | 57,499       |
| Adjustment                      |             |             | 5%           | 5%          | -5%         | -5%          |
| Off-Site Improvements           | In-Place    | Similar     | Similar      | Similar     | Similar     | Similar      |
| Adjustment                      |             |             |              |             |             |              |
| Site Utility                    | Average     | Similar     | Similar      | Similar     | Similar     | Similar      |
| Adjustment                      |             |             |              |             |             |              |
| Zoning/Restrictions             | CMU-SA-DT   | PD-C        | HS-DC        | C2-UP-DC    | HD          | C-3          |
| Adjustment                      |             |             |              |             |             |              |
| Net Adjustment                  |             | -10%        | 0%           | 5%          | -5%         | 10%          |
| Adjusted Price per SF           |             | \$6.03      | \$5.94       | \$5.38      | \$5.16      | \$5.75       |
| Unadjusted Range                | \$5.12      | to          | \$6.70       |             |             |              |
| Adjusted Range                  | \$5.16      | to          | \$6.03       |             |             |              |
| Concluded Value per SF          | \$5.75      |             |              |             |             |              |

## **Market Value Conclusion – Land Valuation**

The adjustment grid on the preceding page illustrates the quantitative adjustments applied to the market data in order to equate them with the subject. Prior to adjusting for differences between the comparables and the subject property, the data set reflects a relatively narrow unadjusted range of \$5.12 to \$6.70 per square foot of land area. After our application of adjustments, the range of data narrows to \$5.12 to \$6.03 per square foot. Most emphasis is placed on Sales 1 through 3 due to their recent sale dates, and a market value estimate of \$5.75 per square foot is concluded. Applying this indicator to the subject's land area results in the following estimate of market value:

$$90,977\pm \text{ square feet} \times \$5.75 \text{ per square foot} = \$523,118$$

As previously discussed, the subject's land is currently improved with a fire station containing 19,000 square feet of rentable area, as well as basement space of 13,543 square feet. To determine the market value of the subject property as vacant land, the demolition costs must be deducted from the previously concluded market value.

In order to estimate demolition costs for the subject property, we will rely on demolition cost estimates from the Marshall Valuation Service, a nationally recognized cost estimating guide published by the Marshall and Swift Corporation (Section 66, page 11). According to the Marshall booklet, demolition costs are between \$6.69 to \$9.20 per square foot for commercial buildings. A property proximate to the subject at 316 Vernon Street was recently demolished, and the cost as reported by the City of Roseville was \$240,000 for 13,750 square feet of building area, or approximately \$17.45 per square foot. Due to the larger gross building area of the subject property (32,543 square feet), and considering the principle of economies of scale, it is expected the demolition cost for the subject would be less per square foot relative to the property at 316 Vernon Street. We will utilize a demolition cost at the upper end of the range indicated by the Marshall Valuation Service, or \$9.20 per square foot. We will also deduct for the cost of tank removal, which was previously estimated at \$60,000, as well as a factor for entrepreneurial incentive. The table on the following page details our final conclusion of market value assuming completion of the lot line adjustment for the subject's land.

|                                              |           |
|----------------------------------------------|-----------|
| Market Value of the Land Prior to Demolition | \$523,118 |
|----------------------------------------------|-----------|

Less:

|                  |             |
|------------------|-------------|
| Demolition Costs | (\$299,396) |
|------------------|-------------|

|                                  |            |
|----------------------------------|------------|
| Underground Storage Tank Removal | (\$60,000) |
|----------------------------------|------------|

|                                                |                   |
|------------------------------------------------|-------------------|
| Entrepreneurial Incentive (10% of above costs) | <u>(\$35,940)</u> |
|------------------------------------------------|-------------------|

|                                                         |           |
|---------------------------------------------------------|-----------|
| Market Value Assuming Completion of Lot Line Adjustment | \$127,783 |
|---------------------------------------------------------|-----------|

|            |                  |
|------------|------------------|
| <b>Rd.</b> | <b>\$130,000</b> |
|------------|------------------|

### **CONCLUSIONS OF MARKET VALUE**

The purpose of this appraisal has been to estimate the market values (fee simple estate) of a fire station and administrative office building located at 401 Oak Street, within the city of Roseville, California. As a result of our analysis, and in accordance with the assumptions and limiting conditions set forth in this report, it is our opinion the market values of the subject property, as of October 20, 2016, are ...

| <b>Value Estimate</b>                            | <b>Conclusion</b> |
|--------------------------------------------------|-------------------|
| <b>Market Value As of the Date of Inspection</b> | <b>\$190,000</b>  |
| <b>Market Value of the Land as-if Vacant</b>     | <b>\$130,000</b>  |

Both estimates assume completion of the lot line adjustment (hypothetical condition)

## **EXPOSURE AND MARKETING TIME**

Exposure time and marketing time may or may not be similar depending on whether market activity in the immediate future continues in the same manner as in the immediate past. Indications of the exposure time associated with the market value estimate are provided by the marketing times of sale comparables, interviews with participants in the market and analysis of general economic conditions. Estimation of a future marketing time is more difficult, requiring forecasting and analysis of trends.

### **Exposure Time**

Exposure time is the period a property interest would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. For a complete definition of exposure time, please reference the Glossary of Terms in the Appendix.

In attempting to estimate a reasonable exposure time for the subject property, we looked at both the historical exposure times of a number of sales, as well as current and past economic conditions. Based on a survey of market participants, a transfer of commercial properties in the region typically occurs within 12 months of exposure. It is estimated the exposure time for the subject property, if appropriately priced, would have been within 12 months of initial exposure.

### **Marketing Time**

Marketing time is an estimate of the time to sell a property interest in real estate at the estimated market value during the period immediately after the effective date of value. A reasonable marketing time is estimated by comparing the recent exposure time of similar properties, and then taking into consideration current and future economic conditions and how they may impact marketing of the subject property.

The marketing time for the subject property is not anticipated to vary significantly from the exposure time. Thus, the marketing time is estimated at 12 months or less.

# APPENDIX



**A - READDRESSING/REASSIGNING  
APPRAISAL REPORTS**



Seevers  
Jordan  
Ziegenmeyer

Real Estate Appraisal & Consultation

### **Readdressing/Reassigning Appraisal Reports**

Seevers Jordan Ziegenmeyer adheres to the requirements of the 2016-2017 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP). This edition is effective from January 1, 2016 through December 31, 2017. The following excerpts pertain to readdressing/reassigning appraisal reports:

#### **Advisory Opinion 26, Page A-164:**

Once a report has been prepared for a named client(s) and any other identified intended users and for an identified intended use, the appraiser cannot "readdress" (transfer) the report to another party.

#### **Advisory Opinion 27, Pages A-166 to A-169:**

Situations often arise in which appraisers who have previously appraised a property are asked by a different party to appraise the same property.... Accepting the assignment from the subsequent prospective client is not prohibited by USPAP, assuming appropriate disclosure is made to the client before being engaged and any existing confidential information is handled properly.... If there is a new potential client, valuation services performed for that new client would constitute a new assignment and the assignment results would be specific to that new assignment.

#### **Frequently Asked Question No. 119, Page F-266:**

It is never permissible to readdress a report by simply changing the client's name on a completed report, regardless of whether the first client gave a release. The request from Lender B must be treated as a new assignment.

## **B - GLOSSARY OF TERMS**

## GLOSSARY OF TERMS

Unless otherwise noted, the following definitions are from The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

**Aggregate of Retail Values:** The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions.

**As Is Market Value:** The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

**Band of Investment:** A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

**Bulk Value:** The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction.

**Comparative-Unit Method:** A method used to derive a cost estimate in terms of dollars per unit of area or volume based on known costs of similar structures that are adjusted for time and physical differences; usually applied to total building area.

**Cost Approach:** A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

**Depreciation:** In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

**Direct Capitalization:** A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified.

**Discounted Cash Flow (DCF) Analysis:** The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate.

**Discount Rate:** A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for *yield rate*.

**Disposition Value:** The most probable price that a specified interest in property should bring under the following conditions: 1) consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market; 2) the property is subjected to market conditions prevailing as of the date of valuation; 3) both the buyer and seller are acting prudently and knowledgeably; 4) the seller is under compulsion to sell; 5) the buyer

is typically motivated; 6) both parties are acting in what they consider to be their best interests; 7) an adequate marketing effort will be made during the exposure time; 8) payment will be made in cash in US dollars (or the local currency) or in terms of financial arrangements comparable thereto; 9) the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**Easement:** The right to use another's land for a stated purpose.

**Exposure Time:** The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

**External Obsolescence:** A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent.

**Extraction:** A method of estimating land value in which the depreciated cost of the improvements on an improved property is calculated and deducted from the total sale price to arrive at an estimated sale price for the land.

**Extraordinary Assumption:** An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

**Fair Market Value:** The highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the

other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. (California Code of Civil Procedure, Section 1263.320(a))

**Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

**Floor Area Ratio (FAR):** The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

**Functional Obsolescence (Curable):** An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected.

**Functional Obsolescence (Incurable):** An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal.

**Highest and Best Use:** The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

**Hypothetical Condition:** A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

**Income Capitalization Approach:** Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

**Leased Fee Interest:** The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

**Leasehold Interest:** The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

**Marketing Time:** An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

**Neighborhood:** A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

**Obsolescence:** One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external.

**Prospective Opinion of Value:** A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

**Quantity Survey Method:** A cost-estimating method in which the quantity and quality of all materials used and all categories of labor required are estimated and unit cost figures are applied to arrive at a total cost estimate for labor and materials.

**Replacement Cost:** The estimated cost to construct, at current prices as of a specified date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout.

**Reproduction Cost:** The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

**Sales Comparison Approach:** The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

**Site Coverage Ratio:** The gross area of the building footprint divided by the site area.

**Stabilized Occupancy:** 1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand. 2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life.

**Subdivision Development Method:**

A method of estimating land value when subdividing and developing a parcel of land is the highest and best use of that land. When all direct and indirect costs and entrepreneurial incentive are deducted from an estimate of the anticipated gross sales price of the finished lots (or the completed improvements on those lots), the resultant net sales proceeds are then discounted to present value at a market-derived rate over the development and absorption period to indicate the value of the land.

**Superadequacy:** An excess in the capacity or quality of a structure or structural component; determined by market standards.

**Unit-In-Place Method:** A cost-estimating method in which total building cost is estimated by adding together the unit costs for the various building components as installed; also called the *segregated cost method*.

**Yield Capitalization:** A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate.

**Yield Rate:** A rate of return on capital, usually expressed as a compound annual percentage rate. A yield rate considers all expected property benefits, including the proceeds from sale at the termination of the investment.

## **C - QUALIFICATIONS OF APPRAISER(S)**





Seevers  
Jordan  
Ziegenmeyer

Real Estate Appraisal & Consultation

Northern California/Nevada  
3825 Atherton Road, Suite 500  
Rocklin, California 95765

P: (916) 435-3883 F: (916) 435-4774

## **Nelson M. Wong, MAI, Partner**

### **Introduction**

Mr. Wong is a Certified General real estate appraiser with Seevers Jordan Ziegenmeyer, a real estate appraisal firm that engages in a wide variety of real estate valuation and consultation assignments. Since beginning his career in real estate in August 2001, Mr. Wong has been writing narrative appraisal reports for a variety of properties. Today, he is involved in appraisal assignments covering office, retail, industrial, apartments, subdivisions, land and special-purpose properties. He has also been involved in appraisals for bond-underwriting purposes relating to the formation of new community facilities districts and assessment districts. His geographical experience has been predominantly within the Sacramento Metropolitan Area, but includes areas extending to Chico to the north, Fresno to the south, Reno to the east and the San Francisco Bay Area to the west. Mr. Wong has developed the experience and background necessary to deal with complex assignments covering an array of property types.

### **Professional Affiliations**

Appraisal Institute - MAI designation

Certified General Real Estate Appraiser – State of California (No. AG034862)

Real Estate Appraiser - Certified General – State of Nevada (No. A.0006030-CG)

### **Education**

*Academic:*

Bachelor of Arts in Economics, University of California, Davis

*Appraisal and Real Estate Courses:*

Uniform Standards of Professional Appraisal Practice

Appraisal Principles

Appraisal Procedures

Advanced Income Capitalization

Advanced Concepts and Case Studies

Advanced Market Analysis and Highest and Best Use

California Real Estate Economics

Report Writing and Valuation Analysis



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Ziegenmeyer

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## Sample of Appraisal Experience

N Street Office Building  
Sacramento, California

This appraisal involved the valuation of a high-rise Class A professional office building. The building contains 449,138± square feet of rentable area and the property also included a three-story parking structure with 711 spaces. The building had deferred maintenance issues and the scope of work called for the prospective market valuation of the property upon completion of remediation/renovation, in addition to the as-is market value of the property. The report was prepared for University Enterprises, Inc. – Research Administration and Contract Administration.

Woodland Gateway Shopping Center  
Woodland, California

This appraisal involved the valuation of a multi-tenant regional shopping center, along with three additional vacant land parcels. The unit mix included anchor space, in-line space, and ground-leased pads. The report was prepared for U.S. Bank. Redwood Capital Finance Company.

I Street Office Building  
Sacramento, California

This project involved the valuation of a three-story professional office building in Downtown Sacramento. The property is leased to multiple tenants and has frontage and visibility along I Street. This report was prepared for the Special District Risk Management Authority.

Highland Reserve, Parcel 18C  
Roseville, California

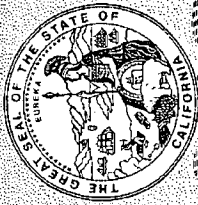
This project involved the valuation of a proposed 248-lot cluster housing subdivision in the city of Roseville. The property contained 26.17 acres of land area, with an overall density of 9.48 units/acre, as proposed. The report was prepared for Bank of America.

Folsom Boulevard Office Building  
Sacramento, California

This single-tenant office property was constructed as a build-to-suit for the Social Security Administration. Due to the high security protocols of the United States Government, the construction quality is superior to that of typical office properties in the market and adheres to the design requirements of the Interagency Security Committee's Level II Standards. The appraisal was prepared for First Northern Bank.

Proposed Apartment Project  
Tracy, California

This report involved the market valuation of a proposed apartment project in Tracy. The project was planned for 301 units with one, two and three bedroom unit types, in addition to a fitness center, a clubhouse with kitchen, restrooms and media center, a swimming pool, an outdoor theater, a bocce ball court, a children's play area, an outdoor pet play area, an indoor bike storage area and an outdoor living/dining pavilion.



Business, Consumer Services & Housing Agency

## BUREAU OF REAL ESTATE APPRAISERS

### REAL ESTATE APPRAISER LICENSE

**Nelson M. Wong**

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

“Certified General Real Estate Appraiser”

This license was issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 054862

Effective Date:

August 13, 2016

Date Expires:

August 12, 2018

*Jim Martin*

Jim Martin, Bureau Chief, BREA

3027983



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(916) 435-3883 FAX (916) 435-4774  
TAX I.D. 91-1766837

Seevers  
Jordan  
Ziegenmeyer

# INVOICE

| DATE       | INVOICE # |
|------------|-----------|
| 10/24/2016 | 17032     |

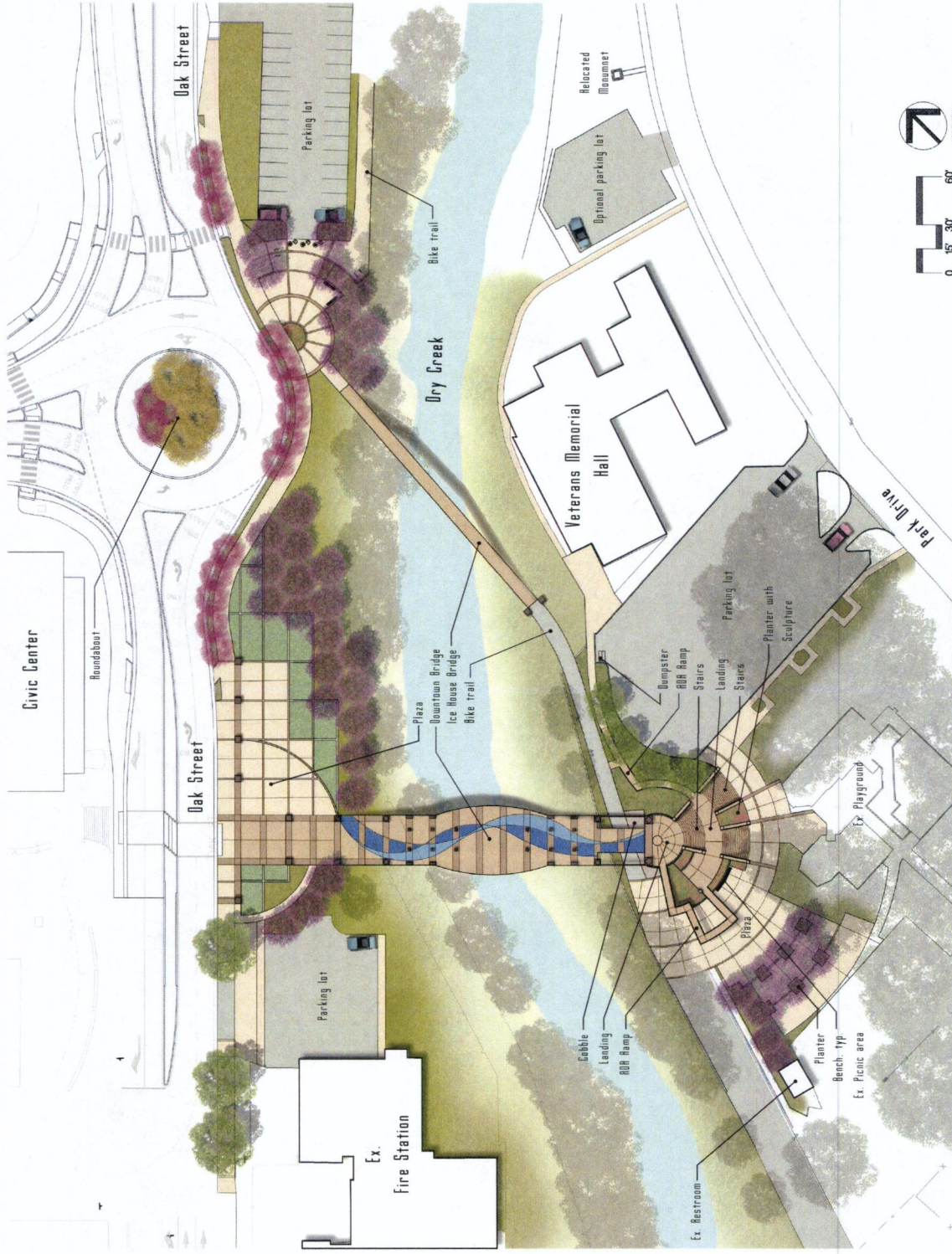
CITY OF ROSEVILLE  
FINANCE DEPARTMENT  
311 VERNON STREET  
ROSEVILLE, CA 95678

| JOB NO.   | TERMS    | APPRAISER |
|-----------|----------|-----------|
| 25016-444 | TEN DAYS | AEK       |

| DESCRIPTION                                                                                                      | AMOUNT                  |
|------------------------------------------------------------------------------------------------------------------|-------------------------|
| FEE FOR APPRAISAL SERVICES<br>CITY OF ROSEVILLE FIRE DEPARTMENT<br>401 OAK STREET<br>ROSEVILLE, CALIFORNIA 95678 | 4,650.00                |
| A finance charge of 1.25% per month may be<br>assessed on past due balances.                                     | Total Amount \$4,650.00 |
| To ensure proper credit, return one copy of<br>this invoice with remittance.                                     | Balance Due \$4,650.00  |



# •DOWNTOWN BRIDGE AND ROVER PARK CONCEPT PLAN | OPTION 2•



3/24/2014



DOWNTOWN BRIDGES, TRAIL & FIRE STATION SITE IMPROVEMENT PROJECTS



MARK THOMAS & COMPANY  
Providing Engineering, Planning & Design Services



Callander Associates  
Landscape Architecture, Inc.

P I C H E S  
ARCHITECTURE







## SUMMARY OF PURCHASE AND SALE AGREEMENT – 401 OAK STREET

- Parties: The City of Roseville ("Seller") and University Development Foundation ("Buyer").
- Property: Three (3) parcels consisting of approximately 2.09 acres (with said parcels to be formed pursuant to a merger and resubdivision processed by Seller of six existing parcels consisting of approximately 9.22 acres).
- Purchase Price: \$190,000.00.
- Deposit: Deposit of \$1,000.00 (within 3 business days of Effective Date). (Deposit becomes non-refundable after Buyer delivery of Feasibility Approval Notice).
- Feasibility Period: Expires 90 days after Effective Date.
- Map Act Compliance: Seller shall cause Property to constitute three (3) separate legal parcels ("Map Act Compliance") on or before August 1, 2017. If Seller is unable to obtain Map Act Compliance on or before August 1, 2017, the Purchase Agreement shall automatically terminate.
- Ancillary Agreements:
- Parking and Access Easement Agreement. Prior to expiration of the Feasibility Period, Buyer and Seller shall jointly agree upon the form of a Parking and Access Easement Agreement to be executed by parties at Closing. The Parking and Access Easement Agreement shall burden the Property and grant for public use vehicular and pedestrian ingress and egress over portions of the Property and use of 39 parking spaces plus a loading/unloading area located on the portion of the Property commonly known as 225 Taylor Street for a period of 5 years (provided the easement terminates earlier if and when Buyer obtains required approvals for building construction on portions of the Property subject to the easement).
  - Lease Agreement. Prior to the expiration of Feasibility Period, Buyer and Seller shall jointly agree upon the form of a Lease Agreement to be executed by the parties at Closing. Pursuant to Lease Agreement, following the Closing, Buyer shall lease back a portion of the Property to Seller, at no charge, for Seller's exclusive use for public safety purposes. The portion of the Property to be included in the Lease Agreement shall consist of the engine bays, offices and dormitory. The term of the Lease Agreement shall commence on the Closing and shall extend until the earlier of: (i) 30 calendar days after a certificate of occupancy is granted to Seller for Fire Station No. 1 located at 80 Lincoln Street in downtown Roseville, or (ii) April 30, 2018.
  - Temporary Construction Easements. Following the Closing, the Seller shall require certain temporary construction easements over portions of the Property (identified as Parcel 3 in Exhibit A of Purchase Agreement) for Seller's construction of the Downtown Pedestrian Bridge. The term of the temporary construction easement ("TCE") shall be for period of 5 years from the Closing. Prior to the expiration of the Feasibility Period, Buyer and Seller shall jointly agree upon the form of the TCE, and following the Closing, Buyer shall execute the TCE upon request of Seller.
  - Declaration of Use Restriction. Seller's Flood Damage Prevention Ordinance requires that a deed restriction be recorded against the Property that limits the use of the lower level of the building (being the portion below the base flood elevation) to the parking of vehicles, building access and storage. In order to satisfy this

requirement, Seller shall execute and record a Declaration of Use Restriction (the form of which shall be agreed upon by the parties during the Feasibility Period) against the Property prior to the Closing.

**Closing:** Closing shall occur within 30 days following satisfaction of the Map Act Compliance.

**Closing Costs:** Seller and Buyer shall split cost of title insurance for the CLTA Owners Policy; Buyer shall pay the cost of ALTA coverage, if any; Seller shall pay the documentary transfer tax; other customary escrow fees, costs and recording costs shall be divided between the parties according to prevailing County custom.

**AS-IS Sale:** Agreement contains limited Seller representations, including a Seller representation regarding presence of hazardous materials in violation of any law (limited to Seller's actual knowledge). Except for Seller's limited express representations, the sale is on an AS-IS, WHERE IS basis. Purchase Agreement includes a waiver and release of claims related to the Property except as to any claim for breach of Seller's express representations or warranties or other obligations under the Purchase Agreement.

**Structural Observations / Corrections:** Seller's representations reference a structural observation report that was performed by Interwest Consulting Agreement on 9-17-2009. The representation states that the 16' tall site retaining wall along the southeast edge of the Property was found to be visibility deflected. In addition, although the concrete slab was determined not to be in distress, the evaluation recommended that the weight of each fire truck in the apparatus bays be limited to 15 tons. A subsequent report dated November 20, 2009 determined that the apparatus bay floor was capable of supporting the original apparatus bay design loads and the weight of current fire trucks. Seller shall be obligated to remedy, at Seller's cost, the deflection of the 16' tall site retaining wall along the southeast edge of the Property prior to Closing.

**Right of Entry / Construction of Buyer Improvements:** Buyer shall be permitted to enter upon the Property prior to the Closing to perform certain physical improvements (the "Buyer Improvements") in anticipation of Buyer's use of the Property following the Closing. Buyer's right of entry shall commence no later than April 1, 2017. Prior to Buyer commencing construction of any Buyer Improvements prior to the Closing, Buyer shall: (i) obtain Seller's written approval of the plans and specifications for such Buyer Improvements (not to be unreasonably withheld); and (ii) obtain all required permits and construction approvals. If Closing fails to occur, Buyer shall have no obligation to remove any Buyer Improvements constructed and Seller shall have no obligation to reimburse Buyer for the cost of such Buyer Improvements.

**Environmental Remediation:** Seller shall contract to remove and remediate the underground storage tanks located on the Property, which removal and remediation shall be completed within 90 days following Seller vacating the portion of the Property subject to the Lease Agreement. Buyer shall contribute up to \$100,000 towards costs Seller incurs to remove and remediate the underground storage tanks.

Seller shall, at its own cost, remove and remediate the above ground fuel storage tank within 30 days following Seller vacating the portion of the Property subject to the Lease Agreement.



Seller Indemnification of Environmental Conditions: Except for Buyer's required contribution of up to 100K to remove and remediate the underground storage tanks, Seller shall indemnify, defend and hold Buyer harmless from and against any costs, liabilities and expenses associated with any pre-existing hazardous materials on the Property. (Note: the definition of hazardous materials covered by Seller's indemnity obligation excludes asbestos)

Seller Post Closing Covenant Regarding Offsite Parking: Seller acknowledges Buyer's need to use offsite surface parking on public streets located in vicinity of Property, as well as offsite parking located within Seller's adjacent multi-level parking structure (together with any subsequently constructed offsite public parking in the vicinity of the Property) (collectively "Offsite Parking"), to provide sufficient parking for Buyer's use of Property. Seller shall be obligated, if following the Closing, Seller becomes aware of any potential shortage in the availability of Offsite Parking to Buyer due to a special event or other anticipated shortage, to provide Buyer with prior written notice of such shortage and to use best efforts to assist Buyer in accommodating Buyer's offsite parking needs.

Seller Repurchase Right: In the event Buyer does not expend a minimum of \$500,000 in Improvement Costs (being hard costs, such as demolition of existing improvements and construction of new tenant improvements) to the Property within twenty-four (24) months of the Closing, Seller shall have the right to repurchase the Property for the Repurchase Price. The Repurchase Price will be the sum of: (i) the original purchase price paid by Buyer (plus interest at prime plus 2%); (ii) any Improvement Costs; and (iii) any Buyer contribution towards Seller's remediation of the underground fuel storage tanks. If Seller exercises repurchase right Seller shall be responsible for all closing costs.

Seller must provide notice of its intent to exercise such right within 60 days following the 24<sup>th</sup> month after the Closing with the repurchase to close within 45 days after Seller's delivery of its notice of intent to repurchase.

Seller Right of First Refusal: For a period of five (5) years following the Closing, Seller shall have the right of first refusal to purchase the Property in the event Buyer receives from any third party a bona fide offer to purchase the Property on terms acceptable to Buyer. Seller shall be required to provide a non-binding notice of its intent to exercise such right within fifteen (15) days after Seller's receipt of an Offer Notice (containing the material third party offer terms) from Buyer. If Buyer receives such a notice of intent to exercise from Seller, Buyer shall provide a formal purchase agreement to Seller within fifteen (15) days after Buyer's receipt of Seller's notice of intent, with Seller being obligated to execute and deliver such purchase agreement within sixty (60) days thereafter. Any closing following Seller's exercise of the right of first refusal shall occur within 30 days after the parties execute the purchase agreement.

Broker Commission: Neither party has been represented by a Broker – thus, there will be no commission obligation.

Assignability: Buyer may not assign its rights under the Purchase Agreement without Seller's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed).

| <b>2017 Approved UDF Budget Summary</b>                                                        |                     |
|------------------------------------------------------------------------------------------------|---------------------|
|                                                                                                | 2017                |
| University Development Foundation Operation Cost                                               | \$ 532,546          |
| Warwick Payments Cost Center - Phase 0 - Paid and Projected and EST Cost Payments              |                     |
| Feb 1 2017 to June 30 2017 Phase 0 Part D (REVISED End of April)                               | \$ 214,500          |
| UDF - Warwick -Direct Related Cost Center                                                      | \$ 105,333          |
| Fundraising                                                                                    | \$ 487,500          |
| 404 Permitting (Community and Backbone Infrastructure permits)                                 | \$ 508,081          |
| Further Entitlements Enhancements and Land Plan, Development Agreement, Finance Plan, etc .... | \$ 830,618          |
| <b>TOTAL EXPENSE</b>                                                                           | <b>\$ 2,678,578</b> |

Approved 1/7/16  
All In Favor

Not included

UoW Finding May 1, 2017 to December 31. 2017  
401 Oak Street  
Other items TBD

| <b>2017 Approved UDF Budget Summary + Addation of 401 Oak Purchase</b>                         |                     |
|------------------------------------------------------------------------------------------------|---------------------|
| University Development Foundation Operation Cost                                               | \$ 532,546          |
| Warwick Payments Cost Center - Phase 0 - Paid and Projected and EST Cost Payments              |                     |
| Feb 1 2017 to June 30 2017 Phase 0 Part D (REVISED End of April)                               | \$ 214,500          |
| UDF - Warwick -Direct Related Cost Center                                                      | \$ 105,333          |
| <b>401 Oak Street</b>                                                                          |                     |
| <b>Purchase Price</b>                                                                          | <b>\$ 310,000</b>   |
| <b>Other</b>                                                                                   | <b>\$ 50,000</b>    |
| Fundraising                                                                                    | \$ 487,500          |
| 404 Permitting (Community and Backbone Infrastructure permits)                                 | \$ 508,081          |
| Further Entitlements Enhancements and Land Plan, Development Agreement, Finance Plan, etc .... | \$ 830,618          |
| <b>TOTAL EXPENSE</b>                                                                           | <b>\$ 3,038,578</b> |



Dear UDF Board of Directors,

The University of Warwick has been working closely with the UDF Executive Committee and Consultants as they seek to find accommodations in Roseville to start the Warwick In California Graduate School. This action is consistent with the plan set out in February 2015 when Warwick announced they were exploring the opportunity to start operations in California.

UDF Board of Directors last September voted to engage the City of Roseville in commercial negotiations where the City would sell 401 Oak Street and its two adjoining properties in Roseville, CA to UDF for the Warwick (UoW) Graduate School. Last fall the City also voted to start the negotiations to sell 401 Oak Street to UDF for this purpose. Warwick has come to the decision that 401 Oak Street, Roseville, CA would be an ideal location for their Graduate School.

Since that vote, City Leadership has worked with UDF and UoW to expedite the process as quickly as possible to meet the tight timelines needed to ensure UoW can offer courses by September 2019. This is a new target date to offer courses. Both UDF and Warwick agree that it is a reasonable timeline based upon the activities needed to accomplish in the lead up to offering courses.

The Roseville City Council is currently set to take up the Purchase and Sale Agreement at the March 15 Council Meeting.

The UDF Board today is being asked to vote to approve the Purchase of 401 Oak Street and its adjoining properties and enter the ninety (90) day feasibility period. At the end of the feasibility period, the purchase of the property(s) would be subject to a final UDF Board approval. This final approval would be to provide the final authorization to close escrow and purchase the location for UoW's Roseville Graduate School.

**Below are the current timelines associated with this transaction and the steps that will be taken by UDF/UoW as we drive towards the UoW Graduate School in Roseville.**

| Activity                                                                              | Date                                    |
|---------------------------------------------------------------------------------------|-----------------------------------------|
| <b>UDF to provide a fully executed copy of the PSA to the City of Roseville.</b>      | <b>Close of Business, March 3, 2017</b> |
| Lease agreed to between UDF and UWIC to lease 401 Oak to UoW.                         | By the end of March 2017                |
| Roseville City Council vote to approve PSA to UDF                                     | March 15, 2017                          |
| UDF Due Diligence Feasibility Period (90 Days)                                        | March 16 – June 15                      |
| Escrow period concludes                                                               | June 15 2017                            |
| UDF Final Vote to approve Purchase of Properties                                      | June 16, 2017                           |
| Dean Hand resident in US plus marketing support (tbc) to start pre-launch activities. | September 2017                          |
| Fire Operations vacates 401 Oak property                                              | March 2018                              |
| Demolition and TI's Start                                                             | March 2018                              |
| Marketing and recruitment for UWIC Post Graduate Teaching starts (TBC)                | April 2018                              |
| UWIC Graduate School opens                                                            | September 2018                          |

|                                                                                                          |                       |
|----------------------------------------------------------------------------------------------------------|-----------------------|
| UWiC Graduate School offers a program including research, closed education programs and community events | Academic year 2018/19 |
| Post grad courses commence                                                                               | September 2019        |
|                                                                                                          |                       |

If you would like to talk in greater detail, please touch base with myself or Mark Enes. We are more than happy to answer any questions you may have.

Sincerely,

Kyriakos Tsakopoulos

President, University Development Foundation

**Attached please find additional items.**

- 1) A PDF of the PSA terms summary memo drafted by Michael Rubin and Tim Taron at Hefner Law.
- 2) A PDF of the PSA Agreement between UDF and the City of Roseville.
- 3) The PDF version of the Board Resolution
- 4) A PDF 'budget snapshot sheets.'
  - a. Current UDF Approved Budget (approved on January 7, 2017) for 2017
  - b. Proposed amended UDF 2017 Budget with the addition of 401 Oak.

## NOTICE OF PUBLIC HEARING

16639684

## NOTICE OF PUBLIC HEARING

Notice is hereby given that on January 18, 2017 at 7 pm, or as soon thereafter as the matter may be heard, the City Council of the City of Roseville will hold a Public Hearing at the City Council Chambers located at 311 Vernon Street, Roseville, CA for the purpose of considering adoption of a resolution **AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE UNIVERSITY DEVELOPMENT FOUNDATION AND THE CITY OF ROSEVILLE FOR THE SALE OF 401 OAK STREET (FIRE STATION ONE) AND ADJACENT PROPERTIES FOR THE APPRAISED VALUE OF \$190,000.**

**Request:** Economic Development staff requests that the City Council authorize the City Manager to execute a purchase and sale agreement between the University Development Foundation and the City of Roseville for the sale of 401 Oak Street (Fire Station One) and adjacent properties for the appraised value of \$190,000.

**Project Title/Name:** 401 Oak Street and Adjacent Properties Purchase and Sale Agreement

**Location:** 401 Oak Street and Adjacent Properties Totalling 2.09 acres

**Project Applicants:** City of Roseville

**Property Owners:** City of Roseville

**Current Zoning:** Commercial Mixed Use - Downtown

**Project Manager:** Laura Matteoli, Economic Development Manager

**ENVIRONMENTAL DETERMINATION:** 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 Purchase and Sale Agreement, the Professional Sale Agreement with Mark Thomas for professional engineering services, and Budget Adjustment does not include the potential for a significant effect and therefore is not subject to CEQA.

Additional data can be made available by contacting the Project Manager, Laura Matteoli at (916) 774-5284.

If you challenge the decision in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Clerk at or prior to the Public Hearing.

ROSEVILLE CITY COUNCIL

Sonia Orozco, CMC City Clerk

**PUBLISHED IN ROSEVILLE PRESS TRIBUNE: DECEMBER 30, 2016**

The above space is reserved for Court/County Filed Date Stamp

## PROOF OF PUBLICATION (2015.5 C.C.P.)

### STATE OF CALIFORNIA County of Placer

I am a citizen of the United States and employed by a publication in the County aforesaid. I am over the age of eighteen years, and not a party to the mentioned matter. I am the principal clerk of the **Roseville Press Tribune**, a newspaper of general circulation, in the **City of Roseville**, which is printed and published in the **County of Placer**. This newspaper has been judged a newspaper of general circulation by the Superior Court of the State of California, in and for the **County of Placer**, on the date of May 5, 1952 (Case Number 17357). The notice, of which the attached is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

DECEMBER 30

I certify, under penalty of perjury, that the foregoing is true and correct.

  
Terry Clark

Dated in Roseville, California

DECEMBER 30, 2017

**PROOF OF PUBLICATION  
ROSEVILLE PRESS TRIBUNE  
188 Cirby Way  
Roseville, CA 95678**

RICHARD RYAN  
108 Main St.  
Roseville, CA 95678  
916 796-5674

RECEIVED  
2017 MAR 13 PM 1:54  
CITY CLERK DEPARTMENT  
ROSEVILLE, CA

3/13/2017

City of Roseville  
311 Vernon Street  
Roseville, CA

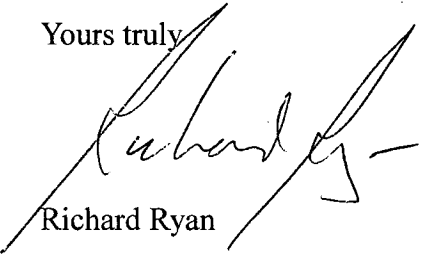
re: Purchase Offer

City Clerk,

An Offer is hereby made to purchase the property referred to in Council Communication #8336 for March 15, 2017. the property is identified as 401 Oak Street and Adjacent Properties.

With the exception of the change of the name of the purchaser from University Development Foundation, a non-profit public benefit corporation, to the new buyer, Richard Ryan, all terms and conditions will remain the same as contained in the Purchase Offer accompanying #8336; notices shall be sent to Richard Ryan, 108 Main Street Roseville, CA 95678; the Assignee in Exhibit H shall be changed to Richard Ryan.

Yours truly,

  
Richard Ryan

5- Council 1- Mgr 1- Atty 1- ED/Robles 1- EC/Matteoli

Re: Item 10.1 3/18/2017  
City Council Meeting



**Office of Economic Development**

311 Vernon Street  
Roseville, California 95678-2649

**February 12, 2021**

Mr. Kyriakos Tsakopoulos  
Asset Real Estate Specialist  
University Development Foundation  
7700 College Town Dr. #218  
Sacramento, CA 95826

(sent via electronic, certified and regular mail)

**Re: Repurchase Notice – 401 Oak Street, Roseville, CA**

Dear Mr. Tsakopoulos:

On March 15, 2017, the City of Roseville (hereby referred to as "City") entered into a Purchase and Sale Agreement ("PSA") with the University Development Foundation ("UDF") for the acquisition of property located at 401 Oak Street. On December 14, 2018, the UDF closed escrow on the property taking ownership of the site. Since that time, the UDF has worked to secure an agreement with a higher education institution to locate at the subject property, but to date has been unsuccessful. Pursuant to Paragraph 14 of the PSA, in the event the UDF does not expend \$500,000 in improvement costs within twenty-four months from the close of escrow, the City has the right to repurchase the property (consistent with the terms of this agreement) by providing written notice prior to February 12, 2021.

To date, the UDF has not expended the required funds towards improvement costs. At this time, the City hereby provides UDF notice of our intent to repurchase the property. Staff will open escrow with Placer Title (Tracy Murphy, Placer Title - 1508 Eureka Road Suite 150; Roseville CA 95661). According to the terms of the PSA, escrow shall close within forty-five days. In the meantime, the City will establish the Repurchase Price as outlined in the PSA and consistent with all applicable terms of the agreement.

The City recognizes the time and effort the UDF has put towards attempting to achieve a citywide goal of furthering higher education in the region and is hopeful that there may be opportunities to collaborate in the future.

Please let me know if you have any questions or if you would like to discuss this matter further.

Sincerely,

Laura Matteoli  
Economic Development Director

cc: Dominick Casey, City Manager  
Bob Schmitt, City Attorney





## COUNCIL COMMUNICATION

CC #: 1389  
File #: 0600-01

**Title:** Temporary Salary Schedule and Staffing Changes  
**Contact:** Linda Hampton 916-774-5215 lhampton@roseville.ca.us

**Meeting Date:** 4/7/2021  
**Item #:** 7.17.

### RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, staff is recommending the following changes to the City's staffing allocation schedule and salary schedule to meet business needs. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the Temporary (Appendix L) salary schedule to reflect the title change of Child Care Program Assistant I/II (9506/1010) to Child Care Program Assistant/Child Care Program Leader effective April 10, 2021; and,
2. Motion to approve the attached city-wide allocation schedule effective April 10, 2021.

### BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan. The Human Resources staff is continually evaluating staffing levels necessary to provide high service levels to the community. Staff reviews department workload and the allocation's impact on meeting the City's goals. Additionally, the level at which each of these positions would have to be staffed was analyzed. Based on the analysis, staff is requesting the following staffing changes.

#### Parks, Recreation & Libraries (PR&L) Staffing Changes:

Staff recommends reclassifying the incumbent Marketing and Communications Analyst II to a Department Public Information Officer (PIO) as the duties being assigned and accomplished are at the level of a Department PIO. Staff is also recommending the elimination of one Librarian II position and one Senior Parks Maintenance Worker position and adding one Parks, Recreation & Libraries Coordinator I and one Parks Project Technician position to better meet the needs of the PR&L department.

| From                                    | To                                    | Current Salary & Benefits | Proposed Salary & Benefits | Annual Impact * | Impact for remaining FY 2020-21 |
|-----------------------------------------|---------------------------------------|---------------------------|----------------------------|-----------------|---------------------------------|
| Marketing and Communications Analyst II | Department Public Information Officer | \$153,043                 | \$191,309                  | \$38,266        | \$8,831                         |
| Librarian II                            | Parks Rec & Libraries Coordinator I   | \$121,376                 | \$104,853                  | -\$16,523       | -\$3,813                        |
| Senior Parks Maintenance Worker         | Park Project Technician               | \$99,942                  | \$114,933                  | \$14,991        | \$3,460                         |
|                                         |                                       |                           |                            | Total           | \$8,478                         |

\*This amount includes the estimated annual pension cost of \$2,658.

#### Temporary Salary Schedule Change:

Staff recommends changing the titles of Child Care Program Assistant I/II to Child Care Program Assistant and Child Care Program Leader. Changing the titles better reflects the level of the job assignments in the Youth Development programs in the PRL department. There is no proposed adjustment to the hourly wage and thus there is no fiscal impact.

| Grade Code | Classification Name             | New Classification Name      |
|------------|---------------------------------|------------------------------|
| 9506       | Child Care Program Assistant I  | Child Care Program Assistant |
| 1010       | Child Care Program Assistant II | Child Care Program Leader    |

### FISCAL IMPACT

Department Public Information Officer - This recommended reclassification will result in an increase of approximately \$8,831 for the remainder of FY2020-21 and \$38,266 on an ongoing basis. The Department has adequate salary savings from vacant positions available to absorb the increase for the remainder of FY2020-21. The FY2021-22 proposed budget will incorporate the ongoing General Fund increase.

Parks, Recreation & Libraries Coordinator I – This recommended reclassification will save approximately \$3,813 for the remainder of FY2020-21 and \$16,523 on an ongoing basis in the General Fund. The ongoing savings associated with this position will be incorporated into the FY2021-22 proposed budget.

Park Project Technician – This recommended reclassification will have an impact of approximately \$3,460 for the remainder of FY2020-21 and \$14,991 on an ongoing basis. The Department has adequate salary savings to absorb this cost increase for the rest of the current fiscal year. Community facilities district funds will offset the ongoing cost increase.

The recommended job title changes in the PRL Department will not require additional budgetary resources.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director




---

Dominick Casey, City Manager

### **ATTACHMENTS:**

#### Description

Ordinance 6347

2021-04-10 Temporary salary schedule

2021-04-10 Position Allocation Schedule

ORDINANCE NO. 6347

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING  
ORDINANCE NO. 6312, THE SALARY ORDINANCE FOR SEASONAL/TEMPORARY  
EMPLOYEES, AS AMENDED BY APPENDIX "L" TO BE EFFECTIVE  
APRIL 10, 2021, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6312, the Salary Ordinance for Seasonal/Temporary Employees, is hereby amended as shown on Appendix "L" attached hereto, reflecting classification title changes for the classifications identified by Human Resources.

AMENDMENT OF CLASSIFICATION TITLE

| <u>Classification No.</u> | <u>Position Title</u>        | <u>Salary Range</u> |
|---------------------------|------------------------------|---------------------|
| 9506                      | Child Care Program Assistant | 2198                |
| 1010                      | Child Care Program Leader    | 2528                |

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective April 10, 2021, as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect April 10, 2021. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

ATTEST:

---

MAYOR

---

City Clerk



## City of Roseville

### Salary Schedule: All

Appendix: L  
Effective Date:04/10/2021

| TEMP       | Temporary                  |           |         |
|------------|----------------------------|-----------|---------|
| Grade Code | Grade Name                 | Step Name | Hourly  |
| CI30       | Activity Instructor        | Step A    | 0.0000  |
| 3745       | Aqua Fitness Instructor I  | Step A    | 36.0000 |
| 3747       | Aqua Fitness Instructor II | Step A    | 51.0000 |
| 9503       | Assistant Pool Manager     | Step A    | 15.4000 |
|            |                            | Step B    | 15.7803 |
|            |                            | Step C    | 16.1700 |
|            |                            | Step D    | 16.5693 |
|            |                            | Step E    | 16.9785 |
|            |                            | Step F    | 17.3978 |
|            |                            | Step G    | 17.8274 |
|            |                            | Step H    | 18.2677 |
|            |                            | Step I    | 18.7188 |

| TEMP       | Temporary                     |           |         |
|------------|-------------------------------|-----------|---------|
| Grade Code | Grade Name                    | Step Name | Hourly  |
| 9504       | Assistant Rangemaster         | Step A    | 19.4863 |
|            |                               | Step B    | 19.9676 |
|            |                               | Step C    | 20.4607 |
|            |                               | Step D    | 20.9660 |
|            |                               | Step E    | 21.4837 |
|            |                               | Step F    | 22.0143 |
|            |                               | Step G    | 22.5579 |
|            |                               | Step H    | 23.1150 |
|            |                               | Step I    | 23.6858 |
| 9505       | Building Inspection Assistant | Step A    | 14.0000 |
|            |                               | Step B    | 14.3457 |
|            |                               | Step C    | 14.7000 |
|            |                               | Step D    | 15.0630 |
|            |                               | Step E    | 15.4350 |
|            |                               | Step F    | 15.8162 |
|            |                               | Step G    | 16.2068 |
|            |                               | Step H    | 16.6070 |
|            |                               | Step I    | 17.0171 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                   | Step Name | Hourly  |
|------------|------------------------------|-----------|---------|
| 9506       | Child Care Program Assistant | Step A    | 18.0895 |
|            |                              | Step B    | 18.5362 |
|            |                              | Step C    | 18.9939 |
|            |                              | Step D    | 19.4630 |
|            |                              | Step E    | 19.9436 |
|            |                              | Step F    | 20.4361 |
|            |                              | Step G    | 20.9408 |
|            |                              | Step H    | 21.4579 |
|            |                              | Step I    | 21.9879 |
| 1010       | Child Care Program Leader    | Step A    | 20.8029 |
|            |                              | Step B    | 21.3166 |
|            |                              | Step C    | 21.8430 |
|            |                              | Step D    | 22.3824 |
|            |                              | Step E    | 22.9352 |
|            |                              | Step F    | 23.5016 |
|            |                              | Step G    | 24.0819 |
|            |                              | Step H    | 24.6766 |
|            |                              | Step I    | 25.2860 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name       | Step Name | Hourly  |
|------------|------------------|-----------|---------|
| C110       | Class Instructor | Step A    | 0.0000  |
| 1230       | College Intern   | Step A    | 14.0000 |
|            |                  | Step B    | 14.7000 |
|            |                  | Step C    | 15.4350 |
|            |                  | Step D    | 16.2068 |
|            |                  | Step E    | 17.0171 |
|            |                  | Step F    | 17.8679 |
|            |                  | Step G    | 18.7613 |
|            |                  | Step H    | 19.6994 |
|            |                  | Step I    | 20.6844 |
|            |                  | Step J    | 21.7186 |
|            |                  | Step K    | 22.8045 |
|            |                  | Step L    | 23.9448 |
|            |                  | Step M    | 25.1420 |
|            |                  | Step N    | 26.3991 |
|            |                  | Step O    | 27.7190 |
| 1270       | Council Member   | Step A    | 0.0000  |







## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                      | Step Name | Hourly  |
|------------|---------------------------------|-----------|---------|
| 9509       | Engineering Aide                | Step A    | 15.5000 |
|            |                                 | Step B    | 15.8827 |
|            |                                 | Step C    | 16.2750 |
|            |                                 | Step D    | 16.6769 |
|            |                                 | Step E    | 17.0887 |
|            |                                 | Step F    | 17.5107 |
|            |                                 | Step G    | 17.9431 |
|            |                                 | Step H    | 18.3862 |
|            |                                 | Step I    | 18.8403 |
| 1020       | Event Recreation Program Leader | Step A    | 21.1402 |
| 1014       | Event Specialist I              | Step A    | 17.0170 |
| 1015       | Event Specialist II             | Step A    | 18.2933 |
| 1016       | Event Specialist III            | Step A    | 19.6653 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                |
|------------|---------------------------|
| 9510       | Fire Equipment Specialist |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 16.5421 |
| Step B    | 16.8851 |
| Step C    | 17.3072 |
| Step D    | 17.7399 |
| Step E    | 18.1834 |
| Step F    | 18.6380 |
| Step G    | 19.1039 |
| Step H    | 19.5815 |
| Step I    | 20.0711 |
| Step J    | 20.5729 |
| Step K    | 21.0872 |
| Step L    | 21.6144 |
| Step M    | 22.1547 |
| Step N    | 22.7086 |
| Step O    | 23.2763 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name            |
|------------|-----------------------|
| 9511       | Fire Logistics Worker |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 16.5421 |
| Step B    | 16.8851 |
| Step C    | 17.3072 |
| Step D    | 17.7399 |
| Step E    | 18.1834 |
| Step F    | 18.6380 |
| Step G    | 19.1039 |
| Step H    | 19.5815 |
| Step I    | 20.0711 |
| Step J    | 20.5729 |
| Step K    | 21.0872 |
| Step L    | 21.6144 |
| Step M    | 22.1547 |
| Step N    | 22.7086 |
| Step O    | 23.2763 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                        | Step Name | Hourly  |
|------------|-----------------------------------|-----------|---------|
| 9512       | Fire Public Education Coordinator | Step A    | 20.5700 |
|            |                                   | Step B    | 21.3636 |
|            |                                   | Step C    | 21.8977 |
|            |                                   | Step D    | 22.4452 |
|            |                                   | Step E    | 23.0063 |
|            |                                   | Step F    | 23.5815 |
|            |                                   | Step G    | 24.1710 |
|            |                                   | Step H    | 24.7753 |
|            |                                   | Step I    | 25.3946 |
|            |                                   | Step J    | 26.0295 |
|            |                                   | Step K    | 26.6802 |
|            |                                   | Step L    | 27.3473 |
|            |                                   | Step M    | 28.0309 |
|            |                                   | Step N    | 28.7317 |
|            |                                   | Step O    | 29.4500 |
| CI20       | Fitness Instructor-Fee            | Step A    | 0.0000  |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                              | Step Name | Hourly  |
|------------|-----------------------------------------|-----------|---------|
| 3735       | Fitness Instructor-Hourly               | Step A    | 27.0000 |
|            |                                         | Step B    | 28.0000 |
|            |                                         | Step C    | 29.0000 |
|            |                                         | Step D    | 30.0000 |
|            |                                         | Step E    | 31.0000 |
|            |                                         | Step F    | 32.0000 |
| 3750       | Instructor Meeting Rate                 | Step A    | 18.0000 |
| 9513       | Interpretive Services Program Assistant | Step A    | 15.0500 |
|            |                                         | Step B    | 15.4217 |
|            |                                         | Step C    | 15.8025 |
|            |                                         | Step D    | 16.1927 |
|            |                                         | Step E    | 16.5926 |
|            |                                         | Step F    | 17.0024 |
|            |                                         | Step G    | 17.4223 |
|            |                                         | Step H    | 17.8525 |
|            |                                         | Step I    | 18.2934 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                           | Step Name | Hourly  |
|------------|--------------------------------------|-----------|---------|
| 9514       | Interpretive Services Program Leader | Step A    | 17.3922 |
|            |                                      | Step B    | 17.8217 |
|            |                                      | Step C    | 18.2618 |
|            |                                      | Step D    | 18.7127 |
|            |                                      | Step E    | 19.1749 |
|            |                                      | Step F    | 19.6484 |
|            |                                      | Step G    | 20.1336 |
|            |                                      | Step H    | 20.6308 |
|            |                                      | Step I    | 21.1403 |
| 9515       | Library Page                         | Step A    | 14.0000 |
|            |                                      | Step B    | 14.3457 |
|            |                                      | Step C    | 14.7000 |
|            |                                      | Step D    | 15.0630 |
|            |                                      | Step E    | 15.4350 |
|            |                                      | Step F    | 15.8162 |
|            |                                      | Step G    | 16.2068 |
|            |                                      | Step H    | 16.6070 |
|            |                                      | Step I    | 17.0171 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

Grade Code Grade Name

Step Name Hourly

|      |                        |        |         |
|------|------------------------|--------|---------|
| 1006 | Lifeguard              | Step A | 14.0000 |
|      |                        | Step B | 14.3457 |
|      |                        | Step C | 14.7000 |
|      |                        | Step D | 15.0630 |
|      |                        | Step E | 15.4350 |
|      |                        | Step F | 15.8162 |
|      |                        | Step G | 16.2068 |
|      |                        | Step H | 16.6070 |
|      |                        | Step I | 17.0171 |
| 9517 | Line Technician Helper | Step A | 14.4503 |
|      |                        | Step B | 14.8072 |
|      |                        | Step C | 15.1729 |
|      |                        | Step D | 15.5476 |
|      |                        | Step E | 15.9315 |
|      |                        | Step F | 16.3249 |
|      |                        | Step G | 16.7281 |
|      |                        | Step H | 17.1412 |
|      |                        | Step I | 17.5645 |





## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name            |
|------------|-----------------------|
| 9518       | Maintenance Assistant |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 15.5582 |
| Step B    | 15.9424 |
| Step C    | 16.3361 |
| Step D    | 16.7395 |
| Step E    | 17.1529 |
| Step F    | 17.5765 |
| Step G    | 18.0106 |
| Step H    | 18.4553 |
| Step I    | 18.9111 |
| Step J    | 19.3781 |
| Step K    | 19.8567 |
| Step L    | 20.3470 |
| Step M    | 20.8495 |
| Step N    | 21.3644 |
| Step O    | 21.8920 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name           |
|------------|----------------------|
| 9519       | Marketing Technician |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 17.8116 |
| Step B    | 18.2514 |
| Step C    | 18.7021 |
| Step D    | 19.1640 |
| Step E    | 19.6372 |
| Step F    | 20.1222 |
| Step G    | 20.6191 |
| Step H    | 21.1283 |
| Step I    | 21.6501 |
| Step J    | 22.1847 |
| Step K    | 22.7326 |
| Step L    | 23.2940 |
| Step M    | 23.8692 |
| Step N    | 24.4587 |
| Step O    | 25.0627 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

**TEMP Temporary**

| Grade Code | Grade Name                                              | Step Name | Hourly  |
|------------|---------------------------------------------------------|-----------|---------|
| 9521       | Parks and Facility Maintenance Worker                   | Step A    | 16.0000 |
|            |                                                         | Step B    | 16.3951 |
|            |                                                         | Step C    | 16.8000 |
|            |                                                         | Step D    | 17.2149 |
|            |                                                         | Step E    | 17.6400 |
|            |                                                         | Step F    | 18.0756 |
|            |                                                         | Step G    | 18.5220 |
|            |                                                         | Step H    | 18.9794 |
|            |                                                         | Step I    | 19.4481 |
| 1011       | Parks and Facility Maintenance Worker-Commerical Driver | Step A    | 16.8000 |
|            |                                                         | Step B    | 17.2149 |
|            |                                                         | Step C    | 17.6400 |
|            |                                                         | Step D    | 18.0756 |
|            |                                                         | Step E    | 18.5220 |
|            |                                                         | Step F    | 18.9794 |
|            |                                                         | Step G    | 19.4481 |
|            |                                                         | Step H    | 19.9284 |
|            |                                                         | Step I    | 20.4205 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

**TEMP Temporary**

| Grade Code | Grade Name                                                | Step Name | Hourly  |
|------------|-----------------------------------------------------------|-----------|---------|
| 9523       | Parks and Open Space Equipment Operator                   | Step A    | 23.2700 |
|            |                                                           | Step B    | 23.8447 |
|            |                                                           | Step C    | 24.4335 |
|            |                                                           | Step D    | 25.0369 |
|            |                                                           | Step E    | 25.6552 |
|            |                                                           | Step F    | 26.2887 |
|            |                                                           | Step G    | 26.9379 |
|            |                                                           | Step H    | 27.6032 |
|            |                                                           | Step I    | 28.2848 |
| 1012       | Parks and Open Space Equipment Operator-Commerical Driver | Step A    | 24.4335 |
|            |                                                           | Step B    | 25.0369 |
|            |                                                           | Step C    | 25.6552 |
|            |                                                           | Step D    | 26.2887 |
|            |                                                           | Step E    | 26.9379 |
|            |                                                           | Step F    | 27.6032 |
|            |                                                           | Step G    | 28.2848 |
|            |                                                           | Step H    | 28.9833 |
|            |                                                           | Step I    | 29.6991 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                     | Step Name | Hourly  |
|------------|--------------------------------|-----------|---------|
| 3749       | Personal Trainer               | Step A    | 30.0000 |
| 9524       | Police Background Investigator | Step A    | 23.4105 |
|            |                                | Step B    | 23.9886 |
|            |                                | Step C    | 24.5810 |
|            |                                | Step D    | 25.1880 |
|            |                                | Step E    | 25.8101 |
|            |                                | Step F    | 26.4474 |
|            |                                | Step G    | 27.1006 |
|            |                                | Step H    | 27.7698 |
|            |                                | Step I    | 28.4556 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

Grade Code Grade Name

Step Name Hourly

9525 Police Cadet

Step A 15.0000

Step B 15.3704

Step C 15.7500

Step D 16.1389

Step E 16.5375

Step F 16.9458

Step G 17.3643

Step H 17.7931

Step I 18.2325

9526 Police Reserve Officer I

Step A 15.3298

Step B 15.7084

Step C 16.0963

Step D 16.4938

Step E 16.9011

Step F 17.3185

Step G 17.7462

Step H 18.1844

Step I 18.6335



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

Grade Code Grade Name

Step Name Hourly

9527 Pool Manager

Step A 16.9400

Step B 17.3583

Step C 17.7870

Step D 18.2263

Step E 18.6764

Step F 19.1376

Step G 19.6102

Step H 20.0944

Step I 20.5907

9528 Preschool Teacher

Step A 17.3030

Step B 17.7302

Step C 18.1681

Step D 18.6168

Step E 19.0765

Step F 19.5476

Step G 20.0303

Step H 20.5250

Step I 21.0319



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                  | Step Name | Hourly  |
|------------|-----------------------------|-----------|---------|
| 6110       | Recreation Aide             | Step A    | 11.9000 |
|            |                             | Step B    | 14.0000 |
| 9531       | Recreation Facility Manager | Step A    | 16.1716 |
|            |                             | Step B    | 16.5710 |
|            |                             | Step C    | 16.9802 |
|            |                             | Step D    | 17.3995 |
|            |                             | Step E    | 17.8292 |
|            |                             | Step F    | 18.2695 |
|            |                             | Step G    | 18.7207 |
|            |                             | Step H    | 19.1830 |
|            |                             | Step I    | 19.6567 |





## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                |
|------------|---------------------------|
| 9532       | Recreation Program Leader |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 17.3922 |
| Step B    | 17.8217 |
| Step C    | 18.2618 |
| Step D    | 18.7127 |
| Step E    | 19.1749 |
| Step F    | 19.6484 |
| Step G    | 20.1336 |
| Step H    | 20.6308 |
| Step I    | 21.1403 |

|      |                         |
|------|-------------------------|
| 9533 | Recreation Specialist I |
|------|-------------------------|

|        |         |
|--------|---------|
| Step A | 14.0000 |
| Step B | 14.3457 |
| Step C | 14.7000 |
| Step D | 15.0630 |
| Step E | 15.4350 |
| Step F | 15.8162 |
| Step G | 16.2068 |
| Step H | 16.6070 |
| Step I | 17.0171 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name               |
|------------|--------------------------|
| 9534       | Recreation Specialist II |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 15.0500 |
| Step B    | 15.4217 |
| Step C    | 15.8025 |
| Step D    | 16.1927 |
| Step E    | 16.5926 |
| Step F    | 17.0024 |
| Step G    | 17.4223 |
| Step H    | 17.8525 |
| Step I    | 18.2934 |

|      |                           |
|------|---------------------------|
| 9535 | Recreation Specialist III |
|------|---------------------------|

|        |         |
|--------|---------|
| Step A | 16.1788 |
| Step B | 16.5783 |
| Step C | 16.9877 |
| Step D | 17.4072 |
| Step E | 17.8371 |
| Step F | 18.2776 |
| Step G | 18.7289 |
| Step H | 19.1914 |
| Step I | 19.6654 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                      | Step Name | Hourly  |
|------------|---------------------------------|-----------|---------|
| 6252       | Reserve Police Off I (Unpaid)   | Step A    | 0.0000  |
| 6250       | Reserve Police Off II (Unpaid)  | Step A    | 0.0000  |
| 6248       | Reserve Police Off III (Unpaid) | Step A    | 0.0000  |
| 9536       | School Crossing Guard           | Step A    | 14.0000 |
|            |                                 | Step B    | 14.3457 |
|            |                                 | Step C    | 14.7000 |
|            |                                 | Step D    | 15.0630 |
|            |                                 | Step E    | 15.4350 |
|            |                                 | Step F    | 15.8162 |
|            |                                 | Step G    | 16.2068 |
|            |                                 | Step H    | 16.6070 |
|            |                                 | Step I    | 17.0171 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

**TEMP Temporary**

| Grade Code | Grade Name                                      | Step Name | Hourly  |
|------------|-------------------------------------------------|-----------|---------|
| 9538       | Senior Day Care Teacher                         | Step A    | 16.1788 |
|            |                                                 | Step B    | 16.5783 |
|            |                                                 | Step C    | 16.9877 |
|            |                                                 | Step D    | 17.4072 |
|            |                                                 | Step E    | 17.8371 |
|            |                                                 | Step F    | 18.2776 |
|            |                                                 | Step G    | 18.7289 |
|            |                                                 | Step H    | 19.1914 |
|            |                                                 | Step I    | 19.6654 |
| 9522       | Senior Parks and Facility<br>Maintenance Worker | Step A    | 17.6000 |
|            |                                                 | Step B    | 18.0346 |
|            |                                                 | Step C    | 18.4800 |
|            |                                                 | Step D    | 18.9364 |
|            |                                                 | Step E    | 19.4040 |
|            |                                                 | Step F    | 19.8832 |
|            |                                                 | Step G    | 20.3742 |
|            |                                                 | Step H    | 20.8773 |
|            |                                                 | Step I    | 21.3929 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                   | Step Name | Hourly  |
|------------|------------------------------|-----------|---------|
| 9537       | Senior School Crossing Guard | Step A    | 15.4000 |
|            |                              | Step B    | 15.7803 |
|            |                              | Step C    | 16.1700 |
|            |                              | Step D    | 16.5693 |
|            |                              | Step E    | 16.9785 |
|            |                              | Step F    | 17.3978 |
|            |                              | Step G    | 17.8274 |
|            |                              | Step H    | 18.2677 |
|            |                              | Step I    | 18.7188 |
| 7005       | Soccer Official              | Step A    | 45.0000 |
| 7207       | Sports Official/Scorer I     | Step A    | 15.0000 |
| 7208       | Sports Official/Scorer II    | Step A    | 17.0000 |
| 1007       | Swim Coach                   | Step A    | 18.5000 |
| 9552       | Swim Instructor Aide         | Step A    | 16.0000 |
| 9553       | Swim Instructor I            | Step A    | 17.0000 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name         | Step Name | Hourly  |
|------------|--------------------|-----------|---------|
| 9554       | Swim Instructor II | Step A    | 18.0000 |
| 9539       | Video Technician   | Step A    | 20.5676 |
|            |                    | Step B    | 21.0755 |
|            |                    | Step C    | 21.5959 |
|            |                    | Step D    | 22.1293 |
|            |                    | Step E    | 22.6757 |
|            |                    | Step F    | 23.2357 |
|            |                    | Step G    | 23.8095 |
|            |                    | Step H    | 24.3975 |
|            |                    | Step I    | 25.0000 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name        |
|------------|-------------------|
| 8941       | Vocational Intern |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 14.0000 |
| Step B    | 14.7000 |
| Step C    | 15.4350 |
| Step D    | 16.2068 |
| Step E    | 17.0171 |
| Step F    | 17.8679 |
| Step G    | 18.7613 |
| Step H    | 19.6994 |
| Step I    | 20.6844 |
| Step J    | 21.7186 |
| Step K    | 22.8045 |
| Step L    | 23.9448 |
| Step M    | 25.1420 |
| Step N    | 26.3991 |
| Step O    | 27.7190 |



## City of Roseville

### Salary Schedule: All

Appendix L:  
Effective Date:04/10/2021

TEMP Temporary

| Grade Code | Grade Name                |
|------------|---------------------------|
| 9540       | Water Conservation Helper |

| Step Name | Hourly  |
|-----------|---------|
| Step A    | 14.0000 |
| Step B    | 14.3457 |
| Step C    | 14.7000 |
| Step D    | 15.0630 |
| Step E    | 15.4350 |
| Step F    | 15.8162 |
| Step G    | 16.2068 |
| Step H    | 16.6070 |
| Step I    | 17.0171 |





## Position Allocation Control Report

4/10/2021

| Position Code                | Position Title              | Allocated<br>FTE           |
|------------------------------|-----------------------------|----------------------------|
| CAO220245001                 | Assistant City Attorney     | 1                          |
| CAO221200001                 | City Attorney               | 1                          |
| CAO224096002                 | Legal Clerk I/II            | 1                          |
| CAO224096001                 | Legal Clerk I/II            | 1                          |
| CAO225015001                 | Paralegal                   | 1                          |
| CAO227123004                 | Senior Deputy City Attorney | 1                          |
| CAO227123003                 | Senior Deputy City Attorney | 1                          |
| CAO227123002                 | Senior Deputy City Attorney | 1                          |
| CAO227123001                 | Senior Deputy City Attorney | 1                          |
| <b>Total for Department:</b> |                             | <b>CAO City Attorney 9</b> |

| Position Code                | Position Title             | Allocated<br>FTE                        |
|------------------------------|----------------------------|-----------------------------------------|
| CCD360250001                 | Assistant City Clerk       | 1                                       |
| CCD361220001                 | City Clerk                 | 1                                       |
| CCD361227004                 | City Clerk Technician I/II | 1                                       |
| CCD361227003                 | City Clerk Technician I/II | 1                                       |
| CCD361227002                 | City Clerk Technician I/II | 1                                       |
| CCD361227001                 | City Clerk Technician I/II | 1                                       |
| CCD361665003                 | Deputy City Clerk I/II     | 1                                       |
| CCD361665002                 | Deputy City Clerk I/II     | 1                                       |
| CCD361665001                 | Deputy City Clerk I/II     | 1                                       |
| CCD369548006                 | Passport/Livescan Agent    | 0.5                                     |
| CCD369548004                 | Passport/Livescan Agent    | 0.5                                     |
| CCD369548002                 | Passport/Livescan Agent    | 1                                       |
| CCD369548001                 | Passport/Livescan Agent    | 1                                       |
| <b>Total for Department:</b> |                            | <b>CCD City Clerk<br/>Department 12</b> |

| Position Code                | Position Title            | Allocated FTE             |
|------------------------------|---------------------------|---------------------------|
| CMO140325002                 | Assistant City Manager    | 1                         |
| CMO140325001                 | Assistant City Manager    | 1                         |
| CMO141240001                 | City Manager              | 1                         |
| CMO142540001                 | Environmental Coordinator | 1                         |
| CMO142551001                 | Executive Assistant       | 1                         |
| CMO144457001                 | Management Assistant I/II | 1                         |
| <b>Total for Department:</b> |                           | <b>CMO City Manager 6</b> |

| Position Code | Position Title                           | Allocated FTE |
|---------------|------------------------------------------|---------------|
| DSD660071001  | Administrative Assistant                 | 1             |
| DSD660084001  | Administrative Technician                | 1             |
| DSD661005005  | Associate (PE)/Assistant/Junior Engineer | 1             |
| DSD661005004  | Associate (PE)/Assistant/Junior Engineer | 1             |
| DSD661005003  | Associate (PE)/Assistant/Junior Engineer | 1             |
| DSD661005002  | Associate (PE)/Assistant/Junior Engineer | 1             |
| DSD661005001  | Associate (PE)/Assistant/Junior Engineer | 1             |
| DSD660820003  | Associate Engineer                       | 1             |
| DSD660820001  | Associate Engineer                       | 1             |
| DSD660900006  | Associate/Assistant Planner              | 1             |
| DSD660900005  | Associate/Assistant Planner              | 1             |
| DSD660900004  | Associate/Assistant Planner              | 1             |
| DSD660900003  | Associate/Assistant Planner              | 1             |
| DSD660900002  | Associate/Assistant Planner              | 1             |
| DSD660900001  | Associate/Assistant Planner              | 1             |
| DSD661017001  | Building Inspection Supervisor           | 1             |
| DSD661019006  | Building Inspector I/II                  | 1             |
| DSD661019005  | Building Inspector I/II                  | 1             |
| DSD661019004  | Building Inspector I/II                  | 1             |
| DSD661019003  | Building Inspector I/II                  | 1             |
| DSD661019002  | Building Inspector I/II                  | 1             |
| DSD661019001  | Building Inspector I/II                  | 1             |
| DSD661043001  | Building Official                        | 1             |
| DSD661047004  | Building Plans Examiner I/II             | 1             |
| DSD661047003  | Building Plans Examiner I/II             | 1             |

|              |                                        |   |
|--------------|----------------------------------------|---|
| DSD661047002 | Building Plans Examiner I/II           | 1 |
| DSD661047001 | Building Plans Examiner I/II           | 1 |
| DSD661369003 | Code Enforcement Inspector I/II        | 1 |
| DSD661369002 | Code Enforcement Inspector I/II        | 1 |
| DSD661369001 | Code Enforcement Inspector I/II        | 1 |
| DSD661368001 | Code Enforcement Supervisor            | 1 |
| DSD661027001 | Construction Inspection Superintendent | 1 |
| DSD661248001 | Construction Inspection Supervisor     | 1 |
| DSD661434006 | Construction Inspector I/II            | 1 |
| DSD661434005 | Construction Inspector I/II            | 1 |
| DSD661434004 | Construction Inspector I/II            | 1 |
| DSD661434003 | Construction Inspector I/II            | 1 |
| DSD661434002 | Construction Inspector I/II            | 1 |
| DSD661434001 | Construction Inspector I/II            | 1 |
| DSD661280001 | Development Services Administrator     | 1 |
| DSD661282001 | Development Services Analyst           | 1 |
| DSD661676001 | Development Services Director          | 1 |
| DSD661695001 | Development Services Manager           | 1 |
| DSD661672003 | Development Technician I/II            | 1 |
| DSD661672002 | Development Technician I/II            | 1 |
| DSD661672001 | Development Technician I/II            | 1 |
| DSD661277001 | Engineering Manager                    | 1 |
| DSD663412001 | GIS Analyst I/II                       | 1 |
| DSD662214001 | GIS Technician I/II                    | 1 |
| DSD660050001 | Management Analyst I/II                | 1 |
| DSD664957002 | Office Assistant I/II                  | 1 |
| DSD664957001 | Office Assistant I/II                  | 1 |
| DSD665279003 | Permit Technician I/II                 | 1 |
| DSD665279002 | Permit Technician I/II                 | 1 |
| DSD665279001 | Permit Technician I/II                 | 1 |
| DSD661501001 | Permits Supervisor                     | 1 |
| DSD665309001 | Planning Manager                       | 1 |
| DSD665514001 | Principal Engineer                     | 1 |
| DSD667117001 | Senior Building Inspector              | 1 |
| DSD667195001 | Senior Building Plans Examiner         | 1 |
| DSD667121002 | Senior Construction Inspector          | 1 |
| DSD667121001 | Senior Construction Inspector          | 1 |
| DSD661281001 | Senior Development Services Analyst    | 1 |
| DSD667142003 | Senior Engineer                        | 1 |
| DSD667142002 | Senior Engineer                        | 1 |
| DSD661502001 | Senior Permits Technician              | 1 |
| DSD667180002 | Senior Planner                         | 1 |
| DSD667180001 | Senior Planner                         | 1 |

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**Total for Department:**

**DSD Development    68**  
**Services Department**

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| Position Code                | Position Title                       | Allocated FTE                                    |
|------------------------------|--------------------------------------|--------------------------------------------------|
| EDD541675001                 | Economic Development Analyst I/II    | 1                                                |
| EDD541710001                 | Economic Development Director        | 1                                                |
| EDD541001002                 | Economic Development Project Manager | 1                                                |
| EDD541001001                 | Economic Development Project Manager | 1                                                |
| EDD542551001                 | Executive Assistant                  | 1                                                |
| EDD543402002                 | Housing Analyst I/II                 | 1                                                |
| EDD543402001                 | Housing Analyst I/II                 | 1                                                |
| EDD543589001                 | Housing Manager                      | 1                                                |
| EDD543590001                 | Housing Supervisor                   | 1                                                |
| EDD543592004                 | Housing Technician I/II              | 0.75                                             |
| EDD543592003                 | Housing Technician I/II              | 1                                                |
| EDD543592002                 | Housing Technician I/II              | 1                                                |
| EDD543592001                 | Housing Technician I/II              | 1                                                |
| EDD540050001                 | Management Analyst I/II              | 1                                                |
| EDD544957001                 | Office Assistant I/II                | 1                                                |
| EDD547148001                 | Senior Housing Technician            | 1                                                |
| <b>Total for Department:</b> |                                      | <b>EDD Economic Development Department</b> 15.75 |

| Position Code | Position Title                        | Allocated FTE |
|---------------|---------------------------------------|---------------|
| ELE701505001  | AMI Project Manager                   | 1             |
| ELE700071001  | Administrative Assistant              | 1             |
| ELE700084004  | Administrative Technician             | 1             |
| ELE700084003  | Administrative Technician             | 1             |
| ELE700084002  | Administrative Technician             | 1             |
| ELE700084001  | Administrative Technician             | 1             |
| ELE700395003  | Assistant Electric Utility Director   | 1             |
| ELE700395002  | Assistant Electric Utility Director   | 1             |
| ELE700395001  | Assistant Electric Utility Director   | 1             |
| ELE701548002  | Data Management Specialist I/II       | 1             |
| ELE701548001  | Data Management Specialist I/II       | 1             |
| ELE701645001  | Department Public Information Officer | 1             |
| ELE701312008  | Electric Business Analyst I/II        | 1             |
| ELE701312006  | Electric Business Analyst I/II        | 1             |
| ELE701312005  | Electric Business Analyst I/II        | 1             |
| ELE701312004  | Electric Business Analyst I/II        | 1             |
| ELE701312003  | Electric Business Analyst I/II        | 1             |
| ELE701312002  | Electric Business Analyst I/II        | 1             |
| ELE701312001  | Electric Business Analyst I/II        | 1             |
| ELE701312007  | Electric Business Analyst I/II        | 1             |
| ELE702335002  | Electric Compliance Analyst I/II      | 1             |
| ELE702335001  | Electric Compliance Analyst I/II      | 1             |

|              |                                            |   |
|--------------|--------------------------------------------|---|
| ELE706285001 | Electric Customer Programs Supervisor      | 1 |
| ELE702330002 | Electric Drafting Technician I/II          | 1 |
| ELE702330001 | Electric Drafting Technician I/II          | 1 |
| ELE702345005 | Electric Engineering Technician I/II       | 1 |
| ELE702345004 | Electric Engineering Technician I/II       | 1 |
| ELE702345003 | Electric Engineering Technician I/II       | 1 |
| ELE702345002 | Electric Engineering Technician I/II       | 1 |
| ELE702345001 | Electric Engineering Technician I/II       | 1 |
| ELE702284001 | Electric Engineering Technician Supervisor | 1 |
| ELE702286003 | Electric Line Troubleshooter               | 1 |
| ELE702286002 | Electric Line Troubleshooter               | 1 |
| ELE702286001 | Electric Line Troubleshooter               | 1 |
| ELE702212004 | Electric Materials Technician I/II         | 1 |
| ELE702212003 | Electric Materials Technician I/II         | 1 |
| ELE702212002 | Electric Materials Technician I/II         | 1 |
| ELE702212001 | Electric Materials Technician I/II         | 1 |
| ELE701033005 | Electric Metering Systems Technician I/II  | 1 |
| ELE701033004 | Electric Metering Systems Technician I/II  | 1 |
| ELE701033003 | Electric Metering Systems Technician I/II  | 1 |
| ELE701033002 | Electric Metering Systems Technician I/II  | 1 |
| ELE701033001 | Electric Metering Systems Technician I/II  | 1 |
| ELE702338001 | Electric Operations Manager                | 1 |
| ELE702339002 | Electric Operations Supervisor             | 1 |
| ELE702339001 | Electric Operations Supervisor             | 1 |
| ELE702254001 | Electric Preventive Data System Technician | 1 |
| ELE702316005 | Electric Resources Planner I/II            | 1 |
| ELE702316003 | Electric Resources Planner I/II            | 1 |
| ELE702316002 | Electric Resources Planner I/II            | 1 |
| ELE702316001 | Electric Resources Planner I/II            | 1 |
| ELE702216001 | Electric Risk and Compliance Supervisor    | 1 |
| ELE702319001 | Electric Substation Supervisor             | 1 |
| ELE701035012 | Electric Substation Technician I/II        | 1 |
| ELE701035011 | Electric Substation Technician I/II        | 1 |
| ELE701035010 | Electric Substation Technician I/II        | 1 |
| ELE701035009 | Electric Substation Technician I/II        | 1 |
| ELE701035008 | Electric Substation Technician I/II        | 1 |
| ELE701035007 | Electric Substation Technician I/II        | 1 |
| ELE701035006 | Electric Substation Technician I/II        | 1 |
| ELE701035005 | Electric Substation Technician I/II        | 1 |
| ELE701035004 | Electric Substation Technician I/II        | 1 |
| ELE701035003 | Electric Substation Technician I/II        | 1 |
| ELE701035002 | Electric Substation Technician I/II        | 1 |
| ELE701035001 | Electric Substation Technician I/II        | 1 |
| ELE702350003 | Electric System Dispatcher                 | 1 |
| ELE702350002 | Electric System Dispatcher                 | 1 |
| ELE702350001 | Electric System Dispatcher                 | 1 |
| ELE702359003 | Electric Technology System Technician      | 1 |
| ELE702359002 | Electric Technology System Technician      | 1 |
| ELE702359001 | Electric Technology System Technician      | 1 |

|              |                                                    |   |
|--------------|----------------------------------------------------|---|
| ELE709560001 | Electric Technology Systems Administrator          | 1 |
| ELE702320001 | Electric Utility Director                          | 1 |
| ELE702215001 | Electric Utility Financial Administrator           | 1 |
| ELE709250002 | Electric Utility Inspection Technician             | 1 |
| ELE709250001 | Electric Utility Inspection Technician             | 1 |
| ELE702285013 | Electric/Apprentice Line Technician                | 1 |
| ELE702285011 | Electric/Apprentice Line Technician                | 1 |
| ELE702285010 | Electric/Apprentice Line Technician                | 1 |
| ELE702285009 | Electric/Apprentice Line Technician                | 1 |
| ELE702285008 | Electric/Apprentice Line Technician                | 1 |
| ELE702285007 | Electric/Apprentice Line Technician                | 1 |
| ELE702285006 | Electric/Apprentice Line Technician                | 1 |
| ELE702285005 | Electric/Apprentice Line Technician                | 1 |
| ELE702285004 | Electric/Apprentice Line Technician                | 1 |
| ELE702285002 | Electric/Apprentice Line Technician                | 1 |
| ELE702285001 | Electric/Apprentice Line Technician                | 1 |
| ELE702285015 | Electric/Apprentice Line Technician/Pre-Apprentice | 1 |
| ELE702285014 | Electric/Apprentice Line Technician/Pre-Apprentice | 1 |
| ELE702285012 | Electric/Apprentice Line Technician/Pre-Apprentice | 1 |
| ELE702285003 | Electric/Apprentice Line Technician/Pre-Apprentice | 1 |
| ELE702466004 | Energy Program Technician                          | 1 |
| ELE702466003 | Energy Program Technician                          | 1 |
| ELE702466002 | Energy Program Technician                          | 1 |
| ELE702466001 | Energy Program Technician                          | 1 |
| ELE702501002 | Energy Services Account Representative I/II        | 1 |
| ELE702501001 | Energy Services Account Representative I/II        | 1 |
| ELE703412001 | GIS Analyst I/II                                   | 1 |
| ELE701648001 | Government Relations Representative I/II           | 1 |
| ELE703608003 | Instrument and Control Technician                  | 1 |
| ELE703608002 | Instrument and Control Technician                  | 1 |
| ELE703608001 | Instrument and Control Technician                  | 1 |
| ELE704517001 | Marketing and Communication Analyst I/II           | 1 |
| ELE704957004 | Office Assistant I/II                              | 1 |
| ELE704957003 | Office Assistant I/II                              | 1 |
| ELE704957002 | Office Assistant I/II                              | 1 |
| ELE704957001 | Office Assistant I/II                              | 1 |
| ELE705596004 | Power Engineer I/II                                | 1 |
| ELE705596003 | Power Engineer I/II                                | 1 |
| ELE705596002 | Power Engineer I/II                                | 1 |
| ELE705596001 | Power Engineer I/II                                | 1 |
| ELE705505001 | Power Engineering Manager                          | 1 |
| ELE705600001 | Power Generation Superintendent                    | 1 |
| ELE705591002 | Power Plant Engineer I/II                          | 1 |
| ELE705591001 | Power Plant Engineer I/II                          | 1 |
| ELE705526003 | Power Plant Mechanic                               | 1 |
| ELE705526002 | Power Plant Mechanic                               | 1 |
| ELE705526001 | Power Plant Mechanic                               | 1 |

|                              |                                                   |                                        |
|------------------------------|---------------------------------------------------|----------------------------------------|
| ELE705530002                 | Power Plant Operations and Maintenance Supervisor | 1                                      |
| ELE705530001                 | Power Plant Operations and Maintenance Supervisor | 1                                      |
| ELE705523009                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523008                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523007                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523006                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523005                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523004                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523003                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523002                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705523001                 | Power Plant Operator Technician I/II              | 1                                      |
| ELE705535001                 | Power Supply and Portfolio Administrator          | 1                                      |
| ELE707128003                 | Senior Electric Business Analyst                  | 1                                      |
| ELE707128002                 | Senior Electric Business Analyst                  | 1                                      |
| ELE707128001                 | Senior Electric Business Analyst                  | 1                                      |
| ELE707118005                 | Senior Electric Line Technician                   | 1                                      |
| ELE707118004                 | Senior Electric Line Technician                   | 1                                      |
| ELE707118003                 | Senior Electric Line Technician                   | 1                                      |
| ELE707118002                 | Senior Electric Line Technician                   | 1                                      |
| ELE707118001                 | Senior Electric Line Technician                   | 1                                      |
| ELE707169001                 | Senior Electric Materials Technician              | 1                                      |
| ELE701036001                 | Senior Electric Metering Systems Technician       | 1                                      |
| ELE707126003                 | Senior Electric Substation Technician             | 1                                      |
| ELE707126002                 | Senior Electric Substation Technician             | 1                                      |
| ELE707126001                 | Senior Electric Substation Technician             | 1                                      |
| ELE707168001                 | Senior Electric System Dispatcher                 | 1                                      |
| ELE701023001                 | Senior Electric Technology Systems Analyst        | 1                                      |
| ELE707163002                 | Senior Energy Services Account Representative     | 1                                      |
| ELE707163001                 | Senior Energy Services Account Representative     | 1                                      |
| ELE707161001                 | Senior GIS Analyst                                | 1                                      |
| ELE707151002                 | Senior Power Engineer                             | 1                                      |
| ELE707151001                 | Senior Power Engineer                             | 1                                      |
| ELE705555001                 | Senior Power Plant Engineer                       | 1                                      |
| ELE707152004                 | Senior Power Plant Operator Technician            | 1                                      |
| ELE707152003                 | Senior Power Plant Operator Technician            | 1                                      |
| ELE707152002                 | Senior Power Plant Operator Technician            | 1                                      |
| ELE707152001                 | Senior Power Plant Operator Technician            | 1                                      |
| ELE701646001                 | Utility Government Relations Administrator        | 1                                      |
| <b>Total for Department:</b> |                                                   | <b>ELE Electric<br/>Department 156</b> |

| Position Code | Position Title                                                 | Allocated FTE |
|---------------|----------------------------------------------------------------|---------------|
| EUD740071001  | Administrative Assistant                                       | 1             |
| EUD741003001  | Administrative Supervisor                                      | 1             |
| EUD740084004  | Administrative Technician                                      | 1             |
| EUD740084002  | Administrative Technician                                      | 1             |
| EUD740084001  | Administrative Technician                                      | 1             |
| EUD740411003  | Assistant Environmental Utilities Director                     | 1             |
| EUD740411002  | Assistant Environmental Utilities Director                     | 1             |
| EUD740411001  | Assistant Environmental Utilities Director                     | 1             |
| EUD741005001  | Associate (PE)/Assistant/Junior Engineer                       | 1             |
| EUD740820002  | Associate Engineer                                             | 1             |
| EUD740820001  | Associate Engineer                                             | 1             |
| EUD741548002  | Data Management Specialist I/II                                | 1             |
| EUD741548001  | Data Management Specialist I/II                                | 1             |
| EUD749561001  | Data Management System Administrator                           | 1             |
| EUD741645001  | Department Public Information Officer                          | 1             |
| EUD741672001  | Development Technician I/II                                    | 1             |
| EUD749550001  | ERP Business Analyst I/II                                      | 1             |
| EUD741350002  | Engineering Technician I/II                                    | 1             |
| EUD741350001  | Engineering Technician I/II                                    | 1             |
| EUD742544002  | Environmental Compliance Specialist I/II                       | 1             |
| EUD742544001  | Environmental Compliance Specialist I/II                       | 1             |
| EUD742548001  | Environmental Utilities Business Administrator                 | 1             |
| EUD742547004  | Environmental Utilities Business Analyst I/II                  | 1             |
| EUD742547003  | Environmental Utilities Business Analyst I/II                  | 1             |
| EUD742547002  | Environmental Utilities Business Analyst I/II                  | 1             |
| EUD742547001  | Environmental Utilities Business Analyst I/II                  | 1             |
| EUD741684001  | Environmental Utilities Director                               | 1             |
| EUD741038005  | Environmental Utilities Instrument and Control Technician I/II | 1             |
| EUD741038004  | Environmental Utilities Instrument and Control Technician I/II | 1             |
| EUD741038003  | Environmental Utilities Instrument and Control Technician I/II | 1             |
| EUD741038002  | Environmental Utilities Instrument and Control Technician I/II | 1             |
| EUD741038001  | Environmental Utilities Instrument and Control Technician I/II | 1             |
| EUD741024001  | Environmental Utilities Maintenance Superintendent             | 1             |
| EUD742541002  | Environmental Utility Compliance Administrator                 | 1             |
| EUD742541001  | Environmental Utility Compliance Administrator                 | 1             |
| EUD743335002  | Finance Clerk I/II                                             | 1             |
| EUD743335001  | Finance Clerk I/II                                             | 1             |
| EUD743412003  | GIS Analyst I/II                                               | 1             |
| EUD743412002  | GIS Analyst I/II                                               | 1             |
| EUD743412001  | GIS Analyst I/II                                               | 1             |
| EUD743451001  | Government Relations Administrator                             | 1             |
| EUD741002001  | Hydrogeologist                                                 | 1             |



|              |                                             |   |
|--------------|---------------------------------------------|---|
| EUD743604002 | Industrial Waste Specialist                 | 1 |
| EUD743604001 | Industrial Waste Specialist                 | 1 |
| EUD743610002 | Industrial Waste Technician                 | 1 |
| EUD743732001 | Interpretive Services Specialist I/II       | 1 |
| EUD743740001 | Interpretive Services Supervisor            | 1 |
| EUD744020005 | Laboratory Technician I/II                  | 1 |
| EUD744020004 | Laboratory Technician I/II                  | 1 |
| EUD744020003 | Laboratory Technician I/II                  | 1 |
| EUD744020001 | Laboratory Technician I/II                  | 1 |
| EUD744517003 | Marketing and Communication Analyst I/II    | 1 |
| EUD744517002 | Marketing and Communication Analyst I/II    | 1 |
| EUD744517001 | Marketing and Communication Analyst I/II    | 1 |
| EUD744520002 | Materials Technician                        | 1 |
| EUD744520001 | Materials Technician                        | 1 |
| EUD744957012 | Office Assistant I/II                       | 1 |
| EUD744957011 | Office Assistant I/II                       | 1 |
| EUD744957010 | Office Assistant I/II                       | 1 |
| EUD744957009 | Office Assistant I/II                       | 1 |
| EUD744957008 | Office Assistant I/II                       | 1 |
| EUD744957007 | Office Assistant I/II                       | 1 |
| EUD744957006 | Office Assistant I/II                       | 1 |
| EUD744957005 | Office Assistant I/II                       | 1 |
| EUD744957004 | Office Assistant I/II                       | 1 |
| EUD744957003 | Office Assistant I/II                       | 1 |
| EUD744957002 | Office Assistant I/II                       | 1 |
| EUD744957001 | Office Assistant I/II                       | 1 |
| EUD741028001 | Organics Truck Driver                       | 1 |
| EUD745319003 | Plant and Equipment Maintenance Worker I/II | 1 |
| EUD745319002 | Plant and Equipment Maintenance Worker I/II | 1 |
| EUD745319001 | Plant and Equipment Maintenance Worker I/II | 1 |
| EUD745328006 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745328005 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745328004 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745328003 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745328002 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745328001 | Plant and Equipment Mechanic I/II           | 1 |
| EUD745402001 | Predictive Maintenance Technician I/II      | 1 |
| EUD745533002 | Preventative Maintenance Coordinator        | 1 |
| EUD745533001 | Preventative Maintenance Coordinator        | 1 |
| EUD745519002 | Preventative Maintenance Supervisor         | 1 |
| EUD745519001 | Preventative Maintenance Supervisor         | 1 |
| EUD745502003 | Preventative Maintenance Technician I/II    | 1 |
| EUD745502002 | Preventative Maintenance Technician I/II    | 1 |
| EUD745502001 | Preventative Maintenance Technician I/II    | 1 |
| EUD745514002 | Principal Engineer                          | 1 |
| EUD745514001 | Principal Engineer                          | 1 |
| EUD741004001 | Process Engineer                            | 1 |
| EUD746150001 | Recycling and Organics Coordinator          | 1 |
| EUD746226004 | Refuse Maintenance Worker I/II              | 1 |

|              |                                |   |
|--------------|--------------------------------|---|
| EUD746226003 | Refuse Maintenance Worker I/II | 1 |
| EUD746226002 | Refuse Maintenance Worker I/II | 1 |
| EUD746226001 | Refuse Maintenance Worker I/II | 1 |
| EUD746231001 | Refuse Superintendent          | 1 |
| EUD746235003 | Refuse Supervisor              | 1 |
| EUD746235002 | Refuse Supervisor              | 1 |
| EUD746235001 | Refuse Supervisor              | 1 |
| EUD746304036 | Refuse Truck Driver I/II       | 1 |
| EUD746304035 | Refuse Truck Driver I/II       | 1 |
| EUD746304034 | Refuse Truck Driver I/II       | 1 |
| EUD746304033 | Refuse Truck Driver I/II       | 1 |
| EUD746304032 | Refuse Truck Driver I/II       | 1 |
| EUD746304031 | Refuse Truck Driver I/II       | 1 |
| EUD746304030 | Refuse Truck Driver I/II       | 1 |
| EUD746304029 | Refuse Truck Driver I/II       | 1 |
| EUD746304028 | Refuse Truck Driver I/II       | 1 |
| EUD746304027 | Refuse Truck Driver I/II       | 1 |
| EUD746304026 | Refuse Truck Driver I/II       | 1 |
| EUD746304025 | Refuse Truck Driver I/II       | 1 |
| EUD746304024 | Refuse Truck Driver I/II       | 1 |
| EUD746304023 | Refuse Truck Driver I/II       | 1 |
| EUD746304022 | Refuse Truck Driver I/II       | 1 |
| EUD746304021 | Refuse Truck Driver I/II       | 1 |
| EUD746304020 | Refuse Truck Driver I/II       | 1 |
| EUD746304019 | Refuse Truck Driver I/II       | 1 |
| EUD746304018 | Refuse Truck Driver I/II       | 1 |
| EUD746304017 | Refuse Truck Driver I/II       | 1 |
| EUD746304016 | Refuse Truck Driver I/II       | 1 |
| EUD746304015 | Refuse Truck Driver I/II       | 1 |
| EUD746304014 | Refuse Truck Driver I/II       | 1 |
| EUD746304013 | Refuse Truck Driver I/II       | 1 |
| EUD746304012 | Refuse Truck Driver I/II       | 1 |
| EUD746304011 | Refuse Truck Driver I/II       | 1 |
| EUD746304010 | Refuse Truck Driver I/II       | 1 |
| EUD746304009 | Refuse Truck Driver I/II       | 1 |
| EUD746304008 | Refuse Truck Driver I/II       | 1 |
| EUD746304006 | Refuse Truck Driver I/II       | 1 |
| EUD746304005 | Refuse Truck Driver I/II       | 1 |
| EUD746304004 | Refuse Truck Driver I/II       | 1 |
| EUD746304003 | Refuse Truck Driver I/II       | 1 |
| EUD746304002 | Refuse Truck Driver I/II       | 1 |
| EUD746304001 | Refuse Truck Driver I/II       | 1 |
| EUD746244001 | Refuse and Stormwater Manager  | 1 |
| EUD747020002 | SCADA System Technician        | 1 |
| EUD747020001 | SCADA System Technician        | 1 |
| EUD746500002 | Safety Coordinator             | 1 |
| EUD746500001 | Safety Coordinator             | 1 |
| EUD747142004 | Senior Engineer                | 1 |
| EUD747142003 | Senior Engineer                | 1 |

|              |                                                        |   |
|--------------|--------------------------------------------------------|---|
| EUD747142002 | Senior Engineer                                        | 1 |
| EUD747162001 | Senior Engineering Technician                          | 1 |
| EUD741065001 | Senior Environmental Utilities Business Analyst        | 1 |
| EUD747161001 | Senior GIS Analyst                                     | 1 |
| EUD743733001 | Senior Interpretive Services Specialist                | 1 |
| EUD747284003 | Senior Preventative Maintenance Technician             | 1 |
| EUD747284002 | Senior Preventative Maintenance Technician             | 1 |
| EUD747284001 | Senior Preventative Maintenance Technician             | 1 |
| EUD747129006 | Senior Refuse Truck Driver                             | 1 |
| EUD747129005 | Senior Refuse Truck Driver                             | 1 |
| EUD747129004 | Senior Refuse Truck Driver                             | 1 |
| EUD747129003 | Senior Refuse Truck Driver                             | 1 |
| EUD747129002 | Senior Refuse Truck Driver                             | 1 |
| EUD747129001 | Senior Refuse Truck Driver                             | 1 |
| EUD749559001 | Senior SCADA System Technician                         | 1 |
| EUD741279001 | Senior Solid Waste Billing Technician                  | 1 |
| EUD747202004 | Senior Wastewater Utility Maintenance Worker           | 1 |
| EUD747202003 | Senior Wastewater Utility Maintenance Worker           | 1 |
| EUD747202002 | Senior Wastewater Utility Maintenance Worker           | 1 |
| EUD747202001 | Senior Wastewater Utility Maintenance Worker           | 1 |
| EUD747204005 | Senior Water Distribution Worker                       | 1 |
| EUD747204004 | Senior Water Distribution Worker                       | 1 |
| EUD747204003 | Senior Water Distribution Worker                       | 1 |
| EUD747204002 | Senior Water Distribution Worker                       | 1 |
| EUD747204001 | Senior Water Distribution Worker                       | 1 |
| EUD747324001 | Solid Waste Billing Technician                         | 1 |
| EUD741646002 | Utility Government Relations Administrator             | 1 |
| EUD741646001 | Utility Government Relations Administrator             | 1 |
| EUD748978002 | Wastewater Collection Supervisor                       | 1 |
| EUD748980001 | Wastewater Collection Superintendent                   | 1 |
| EUD748978003 | Wastewater Collection Supervisor                       | 1 |
| EUD748978001 | Wastewater Collection Supervisor                       | 1 |
| EUD749040001 | Wastewater Treatment Plant Chief Operator              | 1 |
| EUD749025010 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025009 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025008 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025007 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025006 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025005 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025004 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025003 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025002 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |
| EUD749025001 | Wastewater Treatment Plant Operator Grade I/II/III 8Hr | 1 |

|              |                                                    |   |
|--------------|----------------------------------------------------|---|
| EUD749020004 | Wastewater Treatment Plant Operator Grade III 24Hr | 1 |
| EUD749020003 | Wastewater Treatment Plant Operator Grade III 24Hr | 1 |
| EUD749020002 | Wastewater Treatment Plant Operator Grade III 24Hr | 1 |
| EUD749020001 | Wastewater Treatment Plant Operator Grade III 24Hr | 1 |
| EUD749030002 | Wastewater Treatment Plant Operator Grade IV       | 1 |
| EUD749030001 | Wastewater Treatment Plant Operator Grade IV       | 1 |
| EUD749029022 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029021 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029020 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029019 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029018 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029017 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029016 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029015 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029014 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029013 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029012 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029011 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029010 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029009 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029008 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029007 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029006 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029005 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029004 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029003 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029002 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029001 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749029023 | Wastewater Utility Maintenance Worker I/II         | 1 |
| EUD749047001 | Water Conservation Administrator                   | 1 |
| EUD749078001 | Water Conservation Specialist                      | 1 |
| EUD749051005 | Water Conservation Worker I/II                     | 1 |
| EUD749051004 | Water Conservation Worker I/II                     | 1 |
| EUD749051003 | Water Conservation Worker I/II                     | 1 |
| EUD749051002 | Water Conservation Worker I/II                     | 1 |
| EUD749051001 | Water Conservation Worker I/II                     | 1 |
| EUD749085001 | Water Distribution Superintendent                  | 1 |
| EUD749084004 | Water Distribution Supervisor                      | 1 |
| EUD749084003 | Water Distribution Supervisor                      | 1 |
| EUD749084002 | Water Distribution Supervisor                      | 1 |
| EUD749084001 | Water Distribution Supervisor                      | 1 |
| EUD749248022 | Water Distribution Worker I/II                     | 1 |
| EUD749248021 | Water Distribution Worker I/II                     | 1 |
| EUD749248020 | Water Distribution Worker I/II                     | 1 |
| EUD749248019 | Water Distribution Worker I/II                     | 1 |
| EUD749248018 | Water Distribution Worker I/II                     | 1 |
| EUD749248017 | Water Distribution Worker I/II                     | 1 |

|              |                                                    |   |
|--------------|----------------------------------------------------|---|
| EUD749248016 | Water Distribution Worker I/II                     | 1 |
| EUD749248015 | Water Distribution Worker I/II                     | 1 |
| EUD749248014 | Water Distribution Worker I/II                     | 1 |
| EUD749248013 | Water Distribution Worker I/II                     | 1 |
| EUD749248012 | Water Distribution Worker I/II                     | 1 |
| EUD749248011 | Water Distribution Worker I/II                     | 1 |
| EUD749248010 | Water Distribution Worker I/II                     | 1 |
| EUD749248009 | Water Distribution Worker I/II                     | 1 |
| EUD749248008 | Water Distribution Worker I/II                     | 1 |
| EUD749248007 | Water Distribution Worker I/II                     | 1 |
| EUD749248006 | Water Distribution Worker I/II                     | 1 |
| EUD749248005 | Water Distribution Worker I/II                     | 1 |
| EUD749248004 | Water Distribution Worker I/II                     | 1 |
| EUD749248003 | Water Distribution Worker I/II                     | 1 |
| EUD749248002 | Water Distribution Worker I/II                     | 1 |
| EUD749248001 | Water Distribution Worker I/II                     | 1 |
| EUD749101001 | Water Quality Lab Supervisor                       | 1 |
| EUD749101002 | Water Quality Lab Supervisor                       | 1 |
| EUD741053001 | Water Quality Technician                           | 1 |
| EUD749175001 | Water Treatment Plant Chief Operator               | 1 |
| EUD749230006 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |
| EUD749230005 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |
| EUD749230004 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |
| EUD749230003 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |
| EUD749230002 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |
| EUD749230001 | Water Treatment Plant Operator Grade I/II/III 24Hr | 1 |

|                              |                                                   |            |
|------------------------------|---------------------------------------------------|------------|
| <b>Total for Department:</b> | <b>EUD Environmental<br/>Utilities Department</b> | <b>256</b> |
|------------------------------|---------------------------------------------------|------------|

| <b>Position Code</b> | <b>Position Title</b>                          | <b>Allocated<br/>FTE</b> |
|----------------------|------------------------------------------------|--------------------------|
| FIN240040002         | Accountant I/II                                | 1                        |
| FIN240040001         | Accountant I/II                                | 1                        |
| FIN241370001         | Accounting Manager                             | 1                        |
| FIN240043001         | Accounting Supervisor                          | 1                        |
| FIN249427001         | Accounts Payable Supervisor                    | 1                        |
| FIN240084002         | Administrative Technician                      | 0.5                      |
| FIN240084001         | Administrative Technician                      | 1                        |
| FIN241021001         | Assistant City Manager/Chief Financial Officer | 1                        |
| FIN2421026001        | Assistant Finance Director                     | 1                        |
| FIN240915003         | Budget Analyst I/II                            | 0.75                     |
| FIN240915002         | Budget Analyst I/II                            | 1                        |
| FIN240915001         | Budget Analyst I/II                            | 1                        |

|              |                                               |      |
|--------------|-----------------------------------------------|------|
| FIN240930001 | Budget Manager                                | 1    |
| FIN241060003 | Buyer I/II                                    | 1    |
| FIN241060002 | Buyer I/II                                    | 1    |
| FIN241060001 | Buyer I/II                                    | 1    |
| FIN241450001 | Courier                                       | 1    |
| FIN249550003 | ERP Business Analyst I/II                     | 1    |
| FIN249550002 | ERP Business Analyst I/II                     | 1    |
| FIN249550001 | ERP Business Analyst I/II                     | 1    |
| FIN246520001 | ERP Manager                                   | 1    |
| FIN243335019 | Finance Clerk I/II                            | 0.63 |
| FIN243335011 | Finance Clerk I/II                            | 1    |
| FIN243335009 | Finance Clerk I/II                            | 1    |
| FIN243335004 | Finance Clerk I/II                            | 1    |
| FIN242900001 | Finance Manager                               | 1    |
| FIN243326006 | Finance Technician I/II                       | 1    |
| FIN243326003 | Finance Technician I/II                       | 1    |
| FIN243315003 | Finance Utility Billing Analyst I/II          | 1    |
| FIN243315002 | Finance Utility Billing Analyst I/II          | 1    |
| FIN243315001 | Finance Utility Billing Analyst I/II          | 1    |
| FIN240050001 | Management Analyst I/II                       | 1    |
| FIN244457001 | Management Assistant I/II                     | 1    |
| FIN244517001 | Marketing and Communication Analyst I/II      | 0.5  |
| FIN244540003 | Meter Reader                                  | 1    |
| FIN244540002 | Meter Reader                                  | 1    |
| FIN244540001 | Meter Reader                                  | 1    |
| FIN244534001 | Meter Service Worker                          | 1    |
| FIN245103002 | Payroll Clerk I/II                            | 1    |
| FIN245103001 | Payroll Clerk I/II                            | 0.6  |
| FIN249428001 | Payroll Supervisor                            | 1    |
| FIN245101002 | Payroll Technician I/II                       | 1    |
| FIN245101001 | Payroll Technician I/II                       | 1    |
| FIN245652001 | Purchasing and Warehouse Manager              | 1    |
| FIN241051003 | Senior Accountant                             | 1    |
| FIN241051002 | Senior Accountant                             | 1    |
| FIN241051001 | Senior Accountant                             | 1    |
| FIN247139001 | Senior Buyer                                  | 1    |
| FIN247200001 | Senior Meter Service Worker                   | 1    |
| FIN247141001 | Senior Payroll Technician                     | 1    |
| FIN241029001 | Senior Utility Billing Analyst                | 1    |
| FIN241044002 | Senior Utility Customer Service Specialist    | 1    |
| FIN241044001 | Senior Utility Customer Service Specialist    | 1    |
| FIN247203001 | Senior Warehouse Worker                       | 1    |
| FIN240920001 | Utility Billing Operations Manager            | 1    |
| FIN241041001 | Utility Billing and Field Services Supervisor | 1    |
| FIN241049015 | Utility Customer Service Representative I/II  | 1    |
| FIN241049014 | Utility Customer Service Representative I/II  | 1    |
| FIN241049013 | Utility Customer Service Representative I/II  | 1    |
| FIN241049012 | Utility Customer Service Representative I/II  | 1    |
| FIN241049011 | Utility Customer Service Representative I/II  | 0.75 |

|              |                                              |     |
|--------------|----------------------------------------------|-----|
| FIN241049010 | Utility Customer Service Representative I/II | 0.5 |
| FIN241049009 | Utility Customer Service Representative I/II | 1   |
| FIN241049008 | Utility Customer Service Representative I/II | 0.5 |
| FIN241049007 | Utility Customer Service Representative I/II | 1   |
| FIN241049006 | Utility Customer Service Representative I/II | 1   |
| FIN241049005 | Utility Customer Service Representative I/II | 1   |
| FIN241049004 | Utility Customer Service Representative I/II | 1   |
| FIN241049003 | Utility Customer Service Representative I/II | 1   |
| FIN241049002 | Utility Customer Service Representative I/II | 1   |
| FIN241049001 | Utility Customer Service Representative I/II | 1   |
| FIN241046004 | Utility Customer Service Specialist I/II     | 1   |
| FIN241046003 | Utility Customer Service Specialist I/II     | 1   |
| FIN241046002 | Utility Customer Service Specialist I/II     | 1   |
| FIN241046001 | Utility Customer Service Specialist I/II     | 1   |
| FIN241042001 | Utility Customer Service Supervisor          | 1   |
| FIN248952001 | Warehouse Worker I/II                        | 1   |

|                              |                                   |              |
|------------------------------|-----------------------------------|--------------|
| <b>Total for Department:</b> | <b>FIN Finance<br/>Department</b> | <b>73.73</b> |
|------------------------------|-----------------------------------|--------------|

| <b>Position Code</b> | <b>Position Title</b>                 | <b>Allocated<br/>FTE</b> |
|----------------------|---------------------------------------|--------------------------|
| FIR480071001         | Administrative Assistant              | 1                        |
| FIR480084001         | Administrative Technician             | 1                        |
| FIR480480001         | Assistant Fire Chief                  | 1                        |
| FIR481645001         | Department Public Information Officer | 1                        |
| FIR482415001         | EMS Quality Assurance Coordinator     | 1                        |
| FIR480905006         | Fire Battalion Chief                  | 1                        |
| FIR480905004         | Fire Battalion Chief                  | 1                        |
| FIR480905003         | Fire Battalion Chief                  | 1                        |
| FIR480905002         | Fire Battalion Chief                  | 1                        |
| FIR480905001         | Fire Battalion Chief                  | 1                        |
| FIR480905005         | Fire Battalion Chief                  | 1                        |
| FIR483320030         | Fire Captain                          | 1                        |
| FIR483320029         | Fire Captain                          | 1                        |
| FIR483320028         | Fire Captain                          | 1                        |
| FIR483320027         | Fire Captain                          | 1                        |
| FIR483320026         | Fire Captain                          | 1                        |
| FIR483320025         | Fire Captain                          | 1                        |
| FIR483320024         | Fire Captain                          | 1                        |
| FIR483320023         | Fire Captain                          | 1                        |
| FIR483320022         | Fire Captain                          | 1                        |
| FIR483320021         | Fire Captain                          | 1                        |
| FIR483320020         | Fire Captain                          | 1                        |
| FIR483320019         | Fire Captain                          | 1                        |
| FIR483320018         | Fire Captain                          | 1                        |
| FIR483320017         | Fire Captain                          | 1                        |
| FIR483320016         | Fire Captain                          | 1                        |

|              |                     |   |
|--------------|---------------------|---|
| FIR483320015 | Fire Captain        | 1 |
| FIR483320014 | Fire Captain        | 1 |
| FIR483320013 | Fire Captain        | 1 |
| FIR483320012 | Fire Captain        | 1 |
| FIR483320011 | Fire Captain        | 1 |
| FIR483320010 | Fire Captain        | 1 |
| FIR483320009 | Fire Captain        | 1 |
| FIR483320008 | Fire Captain        | 1 |
| FIR483320007 | Fire Captain        | 1 |
| FIR483320006 | Fire Captain        | 1 |
| FIR483320005 | Fire Captain        | 1 |
| FIR483320004 | Fire Captain        | 1 |
| FIR483320003 | Fire Captain        | 1 |
| FIR483320002 | Fire Captain        | 1 |
| FIR483320001 | Fire Captain        | 1 |
| FIR483330001 | Fire Chief          | 1 |
| FIR483332002 | Fire Division Chief | 1 |
| FIR483332001 | Fire Division Chief | 1 |
| FIR483340030 | Fire Engineer       | 1 |
| FIR483340029 | Fire Engineer       | 1 |
| FIR483340028 | Fire Engineer       | 1 |
| FIR483340027 | Fire Engineer       | 1 |
| FIR483340026 | Fire Engineer       | 1 |
| FIR483340025 | Fire Engineer       | 1 |
| FIR483340024 | Fire Engineer       | 1 |
| FIR483340023 | Fire Engineer       | 1 |
| FIR483340022 | Fire Engineer       | 1 |
| FIR483340021 | Fire Engineer       | 1 |
| FIR483340020 | Fire Engineer       | 1 |
| FIR483340019 | Fire Engineer       | 1 |
| FIR483340018 | Fire Engineer       | 1 |
| FIR483340017 | Fire Engineer       | 1 |
| FIR483340016 | Fire Engineer       | 1 |
| FIR483340015 | Fire Engineer       | 1 |
| FIR483340014 | Fire Engineer       | 1 |
| FIR483340013 | Fire Engineer       | 1 |
| FIR483340012 | Fire Engineer       | 1 |
| FIR483340011 | Fire Engineer       | 1 |
| FIR483340010 | Fire Engineer       | 1 |
| FIR483340009 | Fire Engineer       | 1 |
| FIR483340008 | Fire Engineer       | 1 |
| FIR483340007 | Fire Engineer       | 1 |
| FIR483340006 | Fire Engineer       | 1 |
| FIR483340005 | Fire Engineer       | 1 |
| FIR483340004 | Fire Engineer       | 1 |
| FIR483340003 | Fire Engineer       | 1 |
| FIR483340002 | Fire Engineer       | 1 |



|              |                                              |   |
|--------------|----------------------------------------------|---|
| FIR483340001 | Fire Engineer                                | 1 |
| FIR481022001 | Fire and Environmental Inspection Supervisor | 1 |
| FIR483377005 | Fire and Environmental Safety Inspector I/II | 1 |
| FIR483377004 | Fire and Environmental Safety Inspector I/II | 1 |
| FIR483377003 | Fire and Environmental Safety Inspector I/II | 1 |
| FIR483377002 | Fire and Environmental Safety Inspector I/II | 1 |
| FIR483377001 | Fire and Environmental Safety Inspector I/II | 1 |
| FIR483355036 | Firefighter Paramedic I/II                   | 1 |
| FIR483355035 | Firefighter Paramedic I/II                   | 1 |
| FIR483355034 | Firefighter Paramedic I/II                   | 1 |
| FIR483355033 | Firefighter Paramedic I/II                   | 1 |
| FIR483355032 | Firefighter Paramedic I/II                   | 1 |
| FIR483355031 | Firefighter Paramedic I/II                   | 1 |
| FIR483355030 | Firefighter Paramedic I/II                   | 1 |
| FIR483355029 | Firefighter Paramedic I/II                   | 1 |
| FIR483355028 | Firefighter Paramedic I/II                   | 1 |
| FIR483355027 | Firefighter Paramedic I/II                   | 1 |
| FIR483355026 | Firefighter Paramedic I/II                   | 1 |
| FIR483355025 | Firefighter Paramedic I/II                   | 1 |
| FIR483355024 | Firefighter Paramedic I/II                   | 1 |
| FIR483355023 | Firefighter Paramedic I/II                   | 1 |
| FIR483355022 | Firefighter Paramedic I/II                   | 1 |
| FIR483355021 | Firefighter Paramedic I/II                   | 1 |
| FIR483355020 | Firefighter Paramedic I/II                   | 1 |
| FIR483355019 | Firefighter Paramedic I/II                   | 1 |
| FIR483355018 | Firefighter Paramedic I/II                   | 1 |
| FIR483355017 | Firefighter Paramedic I/II                   | 1 |
| FIR483355016 | Firefighter Paramedic I/II                   | 1 |
| FIR483355015 | Firefighter Paramedic I/II                   | 1 |
| FIR483355014 | Firefighter Paramedic I/II                   | 1 |
| FIR483355013 | Firefighter Paramedic I/II                   | 1 |
| FIR483355012 | Firefighter Paramedic I/II                   | 1 |
| FIR483355011 | Firefighter Paramedic I/II                   | 1 |
| FIR483355010 | Firefighter Paramedic I/II                   | 1 |
| FIR483355009 | Firefighter Paramedic I/II                   | 1 |
| FIR483355008 | Firefighter Paramedic I/II                   | 1 |
| FIR483355007 | Firefighter Paramedic I/II                   | 1 |
| FIR483355006 | Firefighter Paramedic I/II                   | 1 |
| FIR483355005 | Firefighter Paramedic I/II                   | 1 |
| FIR483355004 | Firefighter Paramedic I/II                   | 1 |
| FIR483355003 | Firefighter Paramedic I/II                   | 1 |
| FIR483355002 | Firefighter Paramedic I/II                   | 1 |
| FIR483355001 | Firefighter Paramedic I/II                   | 1 |
| FIR483412001 | GIS Analyst I/II                             | 1 |
| FIR480050001 | Management Analyst I/II                      | 1 |
| FIR484957001 | Office Assistant I/II                        | 1 |

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**Total for Department:**

**FIR Fire Department 119**

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| Position Code                | Position Title                     | Allocated FTE                            |
|------------------------------|------------------------------------|------------------------------------------|
| HRD280071001                 | Administrative Assistant           | 1                                        |
| HRD280484001                 | Assistant Human Resources Director | 1                                        |
| HRD283596002                 | Human Resources Analyst I/II       | 1                                        |
| HRD283596001                 | Human Resources Analyst I/II       | 1                                        |
| HRD283598001                 | Human Resources Director           | 1                                        |
| HRD283599001                 | Human Resources Manager            | 1                                        |
| HRD285235006                 | Human Resources Technician         | 1                                        |
| HRD285235005                 | Human Resources Technician         | 1                                        |
| HRD285235004                 | Human Resources Technician         | 1                                        |
| HRD285235003                 | Human Resources Technician         | 1                                        |
| HRD285235002                 | Human Resources Technician         | 1                                        |
| HRD285235001                 | Human Resources Technician         | 1                                        |
| HRD286450001                 | Risk Manager                       | 1                                        |
| HRD287178002                 | Senior Human Resources Technician  | 1                                        |
| HRD287178001                 | Senior Human Resources Technician  | 1                                        |
| <b>Total for Department:</b> |                                    | <b>HRD Human Resources Department 15</b> |

| Position Code | Position Title                            | Allocated FTE |
|---------------|-------------------------------------------|---------------|
| ITD320084001  | Administrative Technician                 | 1             |
| ITD329558002  | Assistant Information Technology Director | 1             |
| ITD329558001  | Assistant Information Technology Director | 1             |
| ITD321362012  | Business Systems Analyst I/II             | 1             |
| ITD321362011  | Business Systems Analyst I/II             | 1             |
| ITD321362010  | Business Systems Analyst I/II             | 1             |
| ITD321362009  | Business Systems Analyst I/II             | 1             |
| ITD321362008  | Business Systems Analyst I/II             | 1             |
| ITD321362007  | Business Systems Analyst I/II             | 1             |
| ITD321362006  | Business Systems Analyst I/II             | 1             |
| ITD321362005  | Business Systems Analyst I/II             | 1             |
| ITD321362004  | Business Systems Analyst I/II             | 1             |
| ITD321362003  | Business Systems Analyst I/II             | 1             |
| ITD321362002  | Business Systems Analyst I/II             | 1             |
| ITD321362001  | Business Systems Analyst I/II             | 1             |
| ITD321180001  | Chief Information Officer                 | 1             |
| ITD321552003  | Database Analyst I/II                     | 1             |
| ITD321552002  | Database Analyst I/II                     | 1             |
| ITD321552001  | Database Analyst I/II                     | 1             |
| ITD323625001  | Information Security Administrator        | 1             |
| ITD323794012  | Information Technology Analyst I/II       | 1             |
| ITD323794011  | Information Technology Analyst I/II       | 1             |
| ITD323794010  | Information Technology Analyst I/II       | 1             |

|                              |                                                   |                                                 |
|------------------------------|---------------------------------------------------|-------------------------------------------------|
| ITD323794009                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794008                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794007                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794006                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794005                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794004                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794003                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794002                 | Information Technology Analyst I/II               | 1                                               |
| ITD323794001                 | Information Technology Analyst I/II               | 1                                               |
| ITD329542001                 | Information Technology Client Services Supervisor | 1                                               |
| ITD323602005                 | Information Technology Program Manager            | 1                                               |
| ITD323602004                 | Information Technology Program Manager            | 1                                               |
| ITD323602003                 | Information Technology Program Manager            | 1                                               |
| ITD323602002                 | Information Technology Program Manager            | 1                                               |
| ITD323602001                 | Information Technology Program Manager            | 1                                               |
| ITD323618003                 | Information Technology Technician I/II            | 1                                               |
| ITD323618002                 | Information Technology Technician I/II            | 1                                               |
| ITD323618001                 | Information Technology Technician I/II            | 1                                               |
| ITD327130003                 | Senior Business Systems Analyst                   | 1                                               |
| ITD327130002                 | Senior Business Systems Analyst                   | 1                                               |
| ITD327130001                 | Senior Business Systems Analyst                   | 1                                               |
| ITD327145001                 | Senior Database Analyst                           | 1                                               |
| ITD327149003                 | Senior Information Technology Technician          | 1                                               |
| ITD327149002                 | Senior Information Technology Technician          | 1                                               |
| <b>Total for Department:</b> |                                                   | <b>ITD Information Technology Department 47</b> |

| Position Code                | Position Title                           | Allocated FTE                                  |
|------------------------------|------------------------------------------|------------------------------------------------|
| PAC181645001                 | Department Public Information Officer    | 1                                              |
| PAC181659001                 | Deputy City Manager                      | 1                                              |
| PAC184517002                 | Marketing and Communication Analyst I/II | 1                                              |
| PAC184517001                 | Marketing and Communication Analyst I/II | 1                                              |
| PAC185565001                 | Public Information Officer               | 1                                              |
| PAC188426001                 | Video and Multimedia Technician          | 1                                              |
| <b>Total for Department:</b> |                                          | <b>PAC Public Affairs and Communications 6</b> |

| Position Code | Position Title           | Allocated FTE |
|---------------|--------------------------|---------------|
| POL440071001  | Administrative Assistant | 1             |
| POL440100002  | Animal Control Officer   | 1             |
| POL440100001  | Animal Control Officer   | 1             |

|              |                                       |   |
|--------------|---------------------------------------|---|
| POL440110001 | Animal Control Supervisor             | 1 |
| POL441430003 | Communications Supervisor             | 1 |
| POL441430002 | Communications Supervisor             | 1 |
| POL441430001 | Communications Supervisor             | 1 |
| POL441380009 | Community Services Officer I/II       | 1 |
| POL441380008 | Community Services Officer I/II       | 1 |
| POL441380007 | Community Services Officer I/II       | 1 |
| POL441380006 | Community Services Officer I/II       | 1 |
| POL441380005 | Community Services Officer I/II       | 1 |
| POL441380004 | Community Services Officer I/II       | 1 |
| POL441380003 | Community Services Officer I/II       | 1 |
| POL441380002 | Community Services Officer I/II       | 1 |
| POL441380001 | Community Services Officer I/II       | 1 |
| POL441475002 | Crime Analyst                         | 1 |
| POL441475001 | Crime Analyst                         | 1 |
| POL441645001 | Department Public Information Officer | 1 |
| POL441700021 | Dispatcher I/II                       | 1 |
| POL441700020 | Dispatcher I/II                       | 1 |
| POL441700019 | Dispatcher I/II                       | 1 |
| POL441700018 | Dispatcher I/II                       | 1 |
| POL441700017 | Dispatcher I/II                       | 1 |
| POL441700016 | Dispatcher I/II                       | 1 |
| POL441700015 | Dispatcher I/II                       | 1 |
| POL441700014 | Dispatcher I/II                       | 1 |
| POL441700013 | Dispatcher I/II                       | 1 |
| POL441700012 | Dispatcher I/II                       | 1 |
| POL441700011 | Dispatcher I/II                       | 1 |
| POL441700010 | Dispatcher I/II                       | 1 |
| POL441700009 | Dispatcher I/II                       | 1 |
| POL441700008 | Dispatcher I/II                       | 1 |
| POL441700007 | Dispatcher I/II                       | 1 |
| POL441700006 | Dispatcher I/II                       | 1 |
| POL441700005 | Dispatcher I/II                       | 1 |
| POL441700004 | Dispatcher I/II                       | 1 |
| POL441700003 | Dispatcher I/II                       | 1 |
| POL441700002 | Dispatcher I/II                       | 1 |
| POL441700001 | Dispatcher I/II                       | 1 |
| POL440050001 | Management Analyst I/II               | 1 |
| POL445400003 | Police Captain                        | 1 |
| POL445400002 | Police Captain                        | 1 |
| POL445400001 | Police Captain                        | 1 |
| POL445410001 | Police Chief                          | 1 |
| POL445420007 | Police Lieutenant                     | 1 |
| POL445420006 | Police Lieutenant                     | 1 |
| POL445420005 | Police Lieutenant                     | 1 |
| POL445420004 | Police Lieutenant                     | 1 |
| POL445420003 | Police Lieutenant                     | 1 |
| POL445420002 | Police Lieutenant                     | 1 |
| POL445420001 | Police Lieutenant                     | 1 |

[illegible]

[illegible]

|              |                                         |   |
|--------------|-----------------------------------------|---|
| POL445430018 | Police Officer/Police Trainee           | 1 |
| POL445430017 | Police Officer/Police Trainee           | 1 |
| POL445430016 | Police Officer/Police Trainee           | 1 |
| POL445430015 | Police Officer/Police Trainee           | 1 |
| POL445430014 | Police Officer/Police Trainee           | 1 |
| POL445430013 | Police Officer/Police Trainee           | 1 |
| POL445430012 | Police Officer/Police Trainee           | 1 |
| POL445430011 | Police Officer/Police Trainee           | 1 |
| POL445430010 | Police Officer/Police Trainee           | 1 |
| POL445430009 | Police Officer/Police Trainee           | 1 |
| POL445430008 | Police Officer/Police Trainee           | 1 |
| POL445430007 | Police Officer/Police Trainee           | 1 |
| POL445430006 | Police Officer/Police Trainee           | 1 |
| POL445430005 | Police Officer/Police Trainee           | 1 |
| POL445430004 | Police Officer/Police Trainee           | 1 |
| POL445430003 | Police Officer/Police Trainee           | 1 |
| POL445430002 | Police Officer/Police Trainee           | 1 |
| POL445430001 | Police Officer/Police Trainee           | 1 |
| POL445434003 | Police Property and Evidence Clerk I/II | 1 |
| POL445434002 | Police Property and Evidence Clerk I/II | 1 |
| POL445434001 | Police Property and Evidence Clerk I/II | 1 |
| POL445429001 | Police Property and Evidence Supervisor | 1 |
| POL445440011 | Police Records Clerk I/II               | 1 |
| POL445440010 | Police Records Clerk I/II               | 1 |
| POL445440009 | Police Records Clerk I/II               | 1 |
| POL445440008 | Police Records Clerk I/II               | 1 |
| POL445440007 | Police Records Clerk I/II               | 1 |
| POL445440006 | Police Records Clerk I/II               | 1 |
| POL445440005 | Police Records Clerk I/II               | 1 |
| POL445440004 | Police Records Clerk I/II               | 1 |
| POL445440003 | Police Records Clerk I/II               | 1 |
| POL445440002 | Police Records Clerk I/II               | 1 |
| POL445440001 | Police Records Clerk I/II               | 1 |
| POL445494004 | Police Scene Technician I/II            | 1 |
| POL445494003 | Police Scene Technician I/II            | 1 |
| POL445494002 | Police Scene Technician I/II            | 1 |
| POL445494001 | Police Scene Technician I/II            | 1 |
| POL445470015 | Police Sergeant                         | 1 |
| POL445470014 | Police Sergeant                         | 1 |
| POL445470013 | Police Sergeant                         | 1 |
| POL445470012 | Police Sergeant                         | 1 |
| POL445470011 | Police Sergeant                         | 1 |
| POL445470010 | Police Sergeant                         | 1 |
| POL445470009 | Police Sergeant                         | 1 |
| POL445470008 | Police Sergeant                         | 1 |
| POL445470007 | Police Sergeant                         | 1 |
| POL445470006 | Police Sergeant                         | 1 |
| POL445470005 | Police Sergeant                         | 1 |
| POL445470004 | Police Sergeant                         | 1 |

|              |                                     |   |
|--------------|-------------------------------------|---|
| POL445470003 | Police Sergeant                     | 1 |
| POL445470002 | Police Sergeant                     | 1 |
| POL445470001 | Police Sergeant                     | 1 |
| POL445489002 | Police Services Administrator       | 1 |
| POL445489001 | Police Services Administrator       | 1 |
| POL441039001 | Police Social Services Practitioner | 1 |
| POL445657001 | Public Safety Program Coordinator   | 1 |
| POL445710001 | Rangemaster                         | 1 |
| POL445748001 | Records Supervisor                  | 1 |

|                              |                                  |            |
|------------------------------|----------------------------------|------------|
| <b>Total for Department:</b> | <b>POL Police<br/>Department</b> | <b>208</b> |
|------------------------------|----------------------------------|------------|

| <b>Position Code</b> | <b>Position Title</b>                 | <b>Allocated<br/>FTE</b> |
|----------------------|---------------------------------------|--------------------------|
| PRL580071001         | Administrative Assistant              | 1                        |
| PRL580084006         | Administrative Technician             | 1                        |
| PRL580084005         | Administrative Technician             | 1                        |
| PRL580084004         | Administrative Technician             | 1                        |
| PRL580084003         | Administrative Technician             | 1                        |
| PRL580084002         | Administrative Technician             | 1                        |
| PRL580084001         | Administrative Technician             | 1                        |
| PRL588302001         | Aquatics Maintenance Technician       | 1                        |
| PRL588300001         | Arborist Technician                   | 1                        |
| PRL580376002         | Assistant Child Care Site Coordinator | 1                        |
| PRL580376001         | Assistant Child Care Site Coordinator | 1                        |
| PRL581225009         | Child Care Site Coordinator           | 1                        |
| PRL581225008         | Child Care Site Coordinator           | 1                        |
| PRL581225007         | Child Care Site Coordinator           | 1                        |
| PRL581225006         | Child Care Site Coordinator           | 1                        |
| PRL581225005         | Child Care Site Coordinator           | 1                        |
| PRL581225004         | Child Care Site Coordinator           | 1                        |
| PRL581225003         | Child Care Site Coordinator           | 1                        |
| PRL581225002         | Child Care Site Coordinator           | 1                        |
| PRL581225001         | Child Care Site Coordinator           | 1                        |
| PRL581645002         | Department Public Information Officer | 1                        |
| PRL585075001         | Irrigation Technician                 | 1                        |
| PRL585075002         | Irrigation Technician                 | 1                        |
| PRL584152007         | Librarian I/II                        | 0.5                      |
| PRL584152006         | Librarian I/II                        | 1                        |
| PRL584152005         | Librarian I/II                        | 1                        |
| PRL584152004         | Librarian I/II                        | 1                        |
| PRL584152002         | Librarian I/II                        | 1                        |
| PRL584152001         | Librarian I/II                        | 1                        |
| PRL584210005         | Library Assistant I/II                | 1                        |
| PRL584210003         | Library Assistant I/II                | 1                        |
| PRL584210002         | Library Assistant I/II                | 1                        |
| PRL584210001         | Library Assistant I/II                | 1                        |



|              |                                                 |   |
|--------------|-------------------------------------------------|---|
| PRL584250003 | Library Technician                              | 1 |
| PRL584250002 | Library Technician                              | 1 |
| PRL584250001 | Library Technician                              | 1 |
| PRL580050002 | Management Analyst I/II                         | 1 |
| PRL580050001 | Management Analyst I/II                         | 1 |
| PRL589545001 | Natural Resources Specialist I/II               | 1 |
| PRL584957009 | Office Assistant I/II                           | 1 |
| PRL584957008 | Office Assistant I/II                           | 1 |
| PRL584957007 | Office Assistant I/II                           | 1 |
| PRL584957006 | Office Assistant I/II                           | 1 |
| PRL584957005 | Office Assistant I/II                           | 1 |
| PRL584957004 | Office Assistant I/II                           | 1 |
| PRL584957003 | Office Assistant I/II                           | 1 |
| PRL584957002 | Office Assistant I/II                           | 1 |
| PRL584957001 | Office Assistant I/II                           | 1 |
| PRL585022002 | Park Development Project Manager I/II           | 1 |
| PRL585022001 | Park Development Project Manager I/II           | 1 |
| PRL585080018 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080017 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080016 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080015 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080014 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080013 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080012 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080011 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080009 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080008 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080007 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080006 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080005 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080004 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080003 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080002 | Parks Maintenance Worker I/II                   | 1 |
| PRL585080001 | Parks Maintenance Worker I/II                   | 1 |
| PRL585024001 | Parks Planning and Development Superintendent   | 1 |
| PRL581278005 | Parks Project Technician                        | 1 |
| PRL581278004 | Parks Project Technician                        | 1 |
| PRL581278003 | Parks Project Technician                        | 1 |
| PRL581278002 | Parks Project Technician                        | 1 |
| PRL581278001 | Parks Project Technician                        | 1 |
| PRL589543009 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543007 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543006 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543005 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543004 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543003 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543002 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543001 | Parks Recreation and Libraries Coordinator I/II | 1 |
| PRL589543008 | Parks Recreation and Libraries Coordinator I/II | 1 |

|              |                                               |   |
|--------------|-----------------------------------------------|---|
| PRL585082001 | Parks Recreation and Libraries Director       | 1 |
| PRL589547003 | Parks Recreation and Libraries Manager        | 1 |
| PRL589547002 | Parks Recreation and Libraries Manager        | 1 |
| PRL589547001 | Parks Recreation and Libraries Manager        | 1 |
| PRL589546005 | Parks Recreation and Libraries Superintendent | 1 |
| PRL589546004 | Parks Recreation and Libraries Superintendent | 1 |
| PRL589546003 | Parks Recreation and Libraries Superintendent | 1 |
| PRL589546002 | Parks Recreation and Libraries Superintendent | 1 |
| PRL589546001 | Parks Recreation and Libraries Superintendent | 1 |
| PRL585069003 | Parks Supervisor                              | 1 |
| PRL585069002 | Parks Supervisor                              | 1 |
| PRL585069001 | Parks Supervisor                              | 1 |
| PRL589544009 | Recreation and Library Supervisor             | 1 |
| PRL589544008 | Recreation and Library Supervisor             | 1 |
| PRL589544007 | Recreation and Library Supervisor             | 1 |
| PRL589544006 | Recreation and Library Supervisor             | 1 |
| PRL589544005 | Recreation and Library Supervisor             | 1 |
| PRL589544004 | Recreation and Library Supervisor             | 1 |
| PRL589544003 | Recreation and Library Supervisor             | 1 |
| PRL589544002 | Recreation and Library Supervisor             | 1 |
| PRL589544001 | Recreation and Library Supervisor             | 1 |
| PRL583733001 | Senior Interpretive Services Specialist       | 1 |
| PRL587192006 | Senior Parks Maintenance Worker               | 1 |
| PRL587192005 | Senior Parks Maintenance Worker               | 1 |
| PRL587192004 | Senior Parks Maintenance Worker               | 1 |
| PRL587192003 | Senior Parks Maintenance Worker               | 1 |
| PRL587192002 | Senior Parks Maintenance Worker               | 1 |
| PRL581504002 | Tree Trimmer I/II                             | 1 |
| PRL581504001 | Tree Trimmer I/II                             | 1 |
| PRL588762001 | Urban Forester                                | 1 |
| PRL581641005 | Youth Development Program Coordinator         | 1 |
| PRL581641004 | Youth Development Program Coordinator         | 1 |
| PRL581641003 | Youth Development Program Coordinator         | 1 |
| PRL581641002 | Youth Development Program Coordinator         | 1 |
| PRL581641001 | Youth Development Program Coordinator         | 1 |

|                              |                                           |              |
|------------------------------|-------------------------------------------|--------------|
| <b>Total for Department:</b> | <b>PRL Parks Recreation and Libraries</b> | <b>116.5</b> |
|------------------------------|-------------------------------------------|--------------|

| <b>Position Code</b> | <b>Position Title</b>     | <b>Allocated FTE</b> |
|----------------------|---------------------------|----------------------|
| PWD620071001         | Administrative Assistant  | 1                    |
| PWD620084006         | Administrative Technician | 0.75                 |
| PWD620084005         | Administrative Technician | 1                    |
| PWD620084004         | Administrative Technician | 1                    |
| PWD620084003         | Administrative Technician | 1                    |
| PWD620084002         | Administrative Technician | 1                    |

|              |                                          |      |
|--------------|------------------------------------------|------|
| PWD620084001 | Administrative Technician                | 1    |
| PWD620088003 | Alternative Transportation Analyst I/II  | 0.75 |
| PWD620088001 | Alternative Transportation Analyst I/II  | 1    |
| PWD620090001 | Alternative Transportation Manager       | 1    |
| PWD621005010 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005009 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005008 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005007 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005006 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005005 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005004 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005003 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005002 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621005001 | Associate (PE)/Assistant/Junior Engineer | 1    |
| PWD621032005 | Building Maintenance Worker I/II         | 1    |
| PWD621032004 | Building Maintenance Worker I/II         | 1    |
| PWD621032003 | Building Maintenance Worker I/II         | 1    |
| PWD621032002 | Building Maintenance Worker I/II         | 1    |
| PWD621032001 | Building Maintenance Worker I/II         | 1    |
| PWD621401001 | Community Relations Analyst              | 0.75 |
| PWD621485005 | Custodian                                | 1    |
| PWD621485004 | Custodian                                | 1    |
| PWD621485003 | Custodian                                | 1    |
| PWD621485002 | Custodian                                | 1    |
| PWD621025001 | Custodian Supervisor                     | 1    |
| PWD622385004 | Electronics Technician I/II              | 1    |
| PWD622385003 | Electronics Technician I/II              | 1    |
| PWD622385002 | Electronics Technician I/II              | 1    |
| PWD622385001 | Electronics Technician I/II              | 1    |
| PWD621277001 | Engineering Manager                      | 1    |
| PWD621350001 | Engineering Technician I/II              | 1    |
| PWD622560004 | Equipment Serviceworker                  | 1    |
| PWD622560003 | Equipment Serviceworker                  | 1    |
| PWD622560002 | Equipment Serviceworker                  | 1    |
| PWD622560001 | Equipment Serviceworker                  | 1    |
| PWD623395001 | Facilities Manager                       | 1    |
| PWD624321001 | Facilities Supervisor                    | 1    |
| PWD623319001 | Fleet Management Technician              | 1    |
| PWD623392001 | Fleet Manager                            | 1    |
| PWD622565001 | Fleet Services Supervisor                | 1    |
| PWD622214001 | GIS Technician I/II                      | 1    |
| PWD620050001 | Management Analyst I/II                  | 1    |
| PWD624501009 | Mechanic I/II                            | 1    |
| PWD624501008 | Mechanic I/II                            | 1    |
| PWD624501007 | Mechanic I/II                            | 1    |
| PWD624501006 | Mechanic I/II                            | 1    |
| PWD624501005 | Mechanic I/II                            | 1    |
| PWD624501004 | Mechanic I/II                            | 1    |
| PWD624501003 | Mechanic I/II                            | 1    |

|              |                                     |   |
|--------------|-------------------------------------|---|
| PWD624501002 | Mechanic I/II                       | 1 |
| PWD624501001 | Mechanic I/II                       | 1 |
| PWD624957004 | Office Assistant I/II               | 1 |
| PWD624957003 | Office Assistant I/II               | 1 |
| PWD624957002 | Office Assistant I/II               | 1 |
| PWD624957001 | Office Assistant I/II               | 1 |
| PWD625519001 | Preventative Maintenance Supervisor | 1 |
| PWD625560002 | Project Coordinator                 | 1 |
| PWD625560001 | Project Coordinator                 | 1 |
| PWD625635001 | Public Works Director               | 1 |
| PWD627119001 | Senior Building Maintenance Worker  | 1 |
| PWD627170001 | Senior Electronic Technician        | 1 |
| PWD627142003 | Senior Engineer                     | 1 |
| PWD627142002 | Senior Engineer                     | 1 |
| PWD627142001 | Senior Engineer                     | 1 |
| PWD627189002 | Senior Mechanic                     | 1 |
| PWD627189001 | Senior Mechanic                     | 1 |
| PWD627187006 | Senior Street Maintenance Worker    | 1 |
| PWD627187005 | Senior Street Maintenance Worker    | 1 |
| PWD627187004 | Senior Street Maintenance Worker    | 1 |
| PWD627187003 | Senior Street Maintenance Worker    | 1 |
| PWD627187002 | Senior Street Maintenance Worker    | 1 |
| PWD627187001 | Senior Street Maintenance Worker    | 1 |
| PWD627520001 | Street Maintenance Superintendent   | 1 |
| PWD627522003 | Street Maintenance Supervisor       | 1 |
| PWD627522002 | Street Maintenance Supervisor       | 1 |
| PWD627522001 | Street Maintenance Supervisor       | 1 |
| PWD627530019 | Street Maintenance Worker I/II      | 1 |
| PWD627530018 | Street Maintenance Worker I/II      | 1 |
| PWD627530017 | Street Maintenance Worker I/II      | 1 |
| PWD627530016 | Street Maintenance Worker I/II      | 1 |
| PWD627530015 | Street Maintenance Worker I/II      | 1 |
| PWD627530014 | Street Maintenance Worker I/II      | 1 |
| PWD627530013 | Street Maintenance Worker I/II      | 1 |
| PWD627530012 | Street Maintenance Worker I/II      | 1 |
| PWD627530011 | Street Maintenance Worker I/II      | 1 |
| PWD627530010 | Street Maintenance Worker I/II      | 1 |
| PWD627530009 | Street Maintenance Worker I/II      | 1 |
| PWD627530008 | Street Maintenance Worker I/II      | 1 |
| PWD627530007 | Street Maintenance Worker I/II      | 1 |
| PWD627530006 | Street Maintenance Worker I/II      | 1 |
| PWD627530005 | Street Maintenance Worker I/II      | 1 |
| PWD627530004 | Street Maintenance Worker I/II      | 1 |
| PWD627530003 | Street Maintenance Worker I/II      | 1 |
| PWD627530002 | Street Maintenance Worker I/II      | 1 |
| PWD627530001 | Street Maintenance Worker I/II      | 1 |
| PWD627540005 | Street Sweeper Operator             | 1 |
| PWD627540004 | Street Sweeper Operator             | 1 |
| PWD627540003 | Street Sweeper Operator             | 1 |

|              |                                        |   |
|--------------|----------------------------------------|---|
| PWD627540002 | Street Sweeper Operator                | 1 |
| PWD627540001 | Street Sweeper Operator                | 1 |
| PWD622376002 | Traffic Signal Maintenance Worker I/II | 1 |
| PWD622376001 | Traffic Signal Maintenance Worker I/II | 1 |
| PWD621059001 | Transit Operations Analyst I/II        | 1 |
| PWD621052001 | Transportation Grants Analyst          | 1 |
| PWD628938001 | Vehicle Maintenance Parts Buyer        | 1 |
| PWD628940001 | Vehicle Maintenance Servicewriter      | 1 |
| PWD628952001 | Warehouse Worker I/II                  | 1 |

|                              |                         |               |
|------------------------------|-------------------------|---------------|
| <b>Total for Department:</b> | <b>PWD Public Works</b> | <b>112.25</b> |
|------------------------------|-------------------------|---------------|

|                                      |                          |
|--------------------------------------|--------------------------|
| <b>Total for All<br/>Departments</b> | <b>Allocated<br/>FTE</b> |
|                                      | 1,220.23                 |



## COUNCIL COMMUNICATION

CC #: 1362

File #: 0400-04-09 & 0400-02

**Title:** Second Reading - West Roseville Specific Plan Parcel W-20 - Rezone and Development Agreement Amendment

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

Meeting Date: 4/7/2021

Item #: 7.18.

### RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6341 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6342 ADOPTING A NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

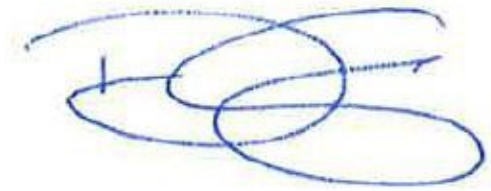
### ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Ordinance 6341

Ordinance 6342

ORDINANCE NO. 6341

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE  
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED  
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the rezone specified herein, and makes the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan.

SECTION 2. That Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel W-20 of the West Roseville Specific Plan in the City of Roseville, as shown and so designated in Exhibit F, attached and incorporated herein by reference, is hereby rezoned from Single-Family Residential/Development Standards (R1/DS) to Community Commercial/Special Area (CC/SA).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication byposting.

PASSED AND ADOPTED by the Council of the City of Roseville this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote on roll

call: AYES      COUNCILMEMBERS:

NOES            COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



ORDINANCE NO. 6342

ADOPTING A NINTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC AS ASSIGNEE OF VC ROSEVILLE, LLC RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Ninth Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, LLC, pertaining to property located within the West Roseville Specific Plan area.

SECTION 2. Prior to considering the proposed Ninth Amendment to Development Agreement, the City Council considered and adopted the WRSP PCL W-20 – Coffee Shack Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program, pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

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

1. The Ninth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan;
2. The Ninth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Ninth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Ninth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Ninth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Ninth Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, LLC as assignee of VC Roseville, 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 \_\_\_\_\_ 2021, by the following vote on roll call:

AYES            COUNCILMEMBERS:

NOES           COUNCILMEMBERS:

ABSENT        COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## COUNCIL COMMUNICATION

**CC #: 1364**  
**File #: 0102-10**

**Title:** Resolution - Audrey Byrnes  
**Contact:** Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.19.**

### RECOMMENDATION TO COUNCIL

Commend Audrey Byrnes for her 28 years of outstanding service and dedication to the City of Roseville, congratulate her on her many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

### BACKGROUND

Not applicable

### FISCAL IMPACT

Not applicable

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy Clerk

Sonia Orozco, City Clerk

**ATTACHMENTS:**

Description

Resolution of Commendation



# CITY OF ROSEVILLE



## COMMENDATION

**WHEREAS**, Assistant City Clerk Audrey Byrnes began her distinguished permanent career with the City of Roseville in January 1993; and

**WHEREAS**, initially hired as a temporary part time Courier in Fall 1992, Audrey was hired permanently as the Courier in January 1993, promoted to Deputy Clerk in the City Clerk Department in 1995, promoted to Senior Deputy Clerk, promoted to Confidential Administrative Clerk in the City Manager's Office in August 2001, and promoted to Assistant City Clerk in the City Clerk Department in August 2003; and

**WHEREAS**, over the course of her career, Audrey obtained her Bachelor's degree in Organizational Behavior from the University of San Francisco in 2000, and cultivated her professional proficiencies in the areas of the Roseville City Charter, the Roseville Municipal Code, the Brown Act, the California Government Code, the Elections Code, the Political Reform Act, and Fair Political Practices Commission regulations; and

**WHEREAS**, technological spheres that Audrey notably advanced include department and citywide records management via SIRE, original online access to city government meetings via Granicus video streaming, agenda automation via NOVUS, electronic filing of Conflict of Interest statements via the EDisclosure system, and office holder/candidate financial transparency via ECampaign; and

**WHEREAS**, projects of significant achievement for Audrey include evolution of an archaic manual record keeping system to a modern electronic system, advancement of the records request process, creation of a novel Campaign Manual, compliance conversion for Fair Political Practices Commission requirements, reconstruction of agenda creation process, realization of a dedicated Passport/Livescan facility, and transition to community districting; and

**WHEREAS**, opportunities that empowered Audrey to contribute to the organization included becoming a Certified Municipal Clerk, a Notary Public, a certified Passport/Livescan agent, a Six Sigma Green Belt, participation on diverse committees such as the 90<sup>th</sup> Anniversary Committee, several 4<sup>th</sup> of July Committees, the Emergency Management Committee, the Communications Team, the Citywide Records Management Committee, and the Organizational, Culture & Leadership Committee, and

**WHEREAS**, Audrey has reviewed thousands of Council Communications, attended hundreds of City Council meetings, participated in numerous elections, sworn in countless public safety personnel, supported dozens of Councilmembers, worked with various coworkers, encouraged scores of candid conversations, and appreciated every minute of failure and success; and

**WHEREAS**, after 28+ years of dedicated service, Audrey will be retiring with the hope that her contributions to Roseville and the City Clerk profession will be rewarded with lasting appreciation and lifelong relationships.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA** that **AUDREY BYRNES** be commended for her 28 years of outstanding service and dedication to the City of Roseville, and be extended wishes for a long, healthy, and enjoyable retirement.

**SIGNED** this 7<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
**KRISTA BERNASCONI, MAYOR**

**ATTEST:**

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





## COUNCIL COMMUNICATION

**CC #: 1385**  
**File #: 0102-06**

**Title:** Proclamation - Food Allergy Awareness Week May 9-15, 2021  
**Contact:** Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.20.**

### RECOMMENDATION TO COUNCIL

Proclaim May 9-15, 2021 as FOOD ALLERGY AWARENESS WEEK and encourage all residents to increase their understanding and awareness of this potentially life-threatening medical condition, improving the quality of life of the 32 million Americans affected by food allergies and anaphylaxis by visiting [www.FoodAllergyAwareness.org](http://www.FoodAllergyAwareness.org).

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk

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

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Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Food Allergy Awareness Week May 9-15, 2021

# Proclamation

## FOOD ALLERGY AWARENESS WEEK MAY 9-15, 2021

**WHEREAS**, Food Allergy Awareness Week was established as a national week of encouraging food allergy awareness and supporting those who are impacted by food allergies and anaphylaxis; and

**WHEREAS**, Food allergies affect approximately 32 million Americans, including 6 million children; and

**WHEREAS**, the prevalence of food allergies appears to be increasing among children under the age of 18, which is 2 students in every classroom; and

**WHEREAS**, according to the Centers for Disease Control and Prevention (CDC), between 1997 and 2011, the prevalence of food allergies rose 50 percent and

**WHEREAS**, eight foods account for 90 percent of all food allergy reactions: Peanuts, Tree Nuts, Milk, Egg, Wheat, Soy, Fish and Shellfish.

**WHEREAS**, a food allergy is an immune system response to a food the body mistakenly believes is harmful. When a person with food allergy eats the food, his or her immune system releases massive amounts of chemicals, including histamine, that trigger a cascade of symptoms that can affect the respiratory system, the gastrointestinal tract, the skin, and/or the cardiovascular system; and

**WHEREAS**, there is no cure for food allergies, strict avoidance is the only way to prevent an allergic reaction; and

**WHEREAS**, anaphylaxis is a serious allergic reaction that comes on quickly and has the potential to become life-threatening; and

**WHEREAS**, managing a food allergy on a daily basis involves constant vigilance and trace amounts of an allergen can trigger an allergic reaction in some individuals; and

**WHEREAS**, Food Allergy and Anaphylaxis Connection Team (FAACT) is a national, nonprofit organization committed to their mission to educate, advocate, and raise awareness for all individuals and families affected by food allergies and life-threatening anaphylaxis; and

**NOW THEREFORE, I, KRISTA BERNASCONI, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA** do hereby proclaim May 9-15, 2021 as **FOOD ALLERGY AWARENESS WEEK** and encourage all residents to increase their understanding and awareness of this potentially life-threatening medical condition, improving the quality of life of the 32 million Americans affected by food allergies and anaphylaxis by visiting [www.FoodAllergyAwareness.org](http://www.FoodAllergyAwareness.org).

**SIGNED AND APPROVED** this 7th day of April, 2021



**KRISTA BERNASCONI, MAYOR**





## COUNCIL COMMUNICATION

**CC #: 1392**  
**File #: 0102-10**

**Title:** Resolution - David Frederick  
**Contact:** Blair Hutchison 916-744-5266 bmhutchison@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 7.21.**

### RECOMMENDATION TO COUNCIL

Commend David Frederick for his 21 years of outstanding service and dedication to the City of Roseville, congratulate him on his accomplishments and extend wishes for a long, healthy, and enjoyable retirement.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

**ATTACHMENTS:**

Description

David Frederick

# Resolution

**WHEREAS,** Water Distribution Supervisor David Frederick, began his distinguished career with the City of Roseville on September 27, 1999 and has chosen to retire after 21 years of dedicated service; and

**WHEREAS,** David began his career as a Utility Maintenance Worker II in the Water Department where he protected the public health through the implementation of California's Title 17; and

**WHEREAS,** David was promoted to Senior Water Distribution Worker in 2014 and oversaw the newly created Water Quality Crew, protecting public health through the implementation of California's Title 22 and helped to develop Roseville's ground water wells and Aquifer Storage and Recovery potential (ASR); and

**WHEREAS,** David was promoted to Water Distribution Supervisor in 2016, providing leadership to the Construction Crew and Water Quality Crew where he was influential in laying the foundation of the future Groundwater Crew through the rehabilitation and ASR retrofitting of Roseville's groundwater wells; and

**WHEREAS,** David has been an outstanding example of leadership, customer service and professionalism, always showing his dedication to quality work and loyalty to the City of Roseville, with exceptional feedback from the staff in the Environmental Utilities Department and other departments of the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA,** that **DAVID FREDERICK** be commended for his 21 years of outstanding service and dedication to the City of Roseville, congratulated for his accomplishments and wished a long, healthy, and enjoyable retirement.

**SIGNED AND APPROVED** this 7<sup>th</sup> day of April, 2021.



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**KRISTA BERNASCONI, MAYOR**





## COUNCIL COMMUNICATION

CC #: 1391  
File #: 0102-10

**Title:** Resolution - David Allen  
**Contact:** Blair Hutchison 916-744-5266 bmhutchison@roseville.ca.us

**Meeting Date:** 4/7/2021  
**Item #:** 7.22.

### RECOMMENDATION TO COUNCIL

Commend David Allen for his 30 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

**ATTACHMENTS:**

Description

David Allen

# Resolution

**WHEREAS**, Senior Water Distribution Worker David Allen, began his distinguished career with the City of Roseville on August 6, 1990 and has chosen to retire after 30 years of dedicated service; and

**WHEREAS**, David began his career as a Streets Department Maintenance Worker and worked in the Solid Waste Department as a refuse truck driver prior to moving to the Environmental Utilities/Water department in 2001 as a Water Distribution Worker II; and

**WHEREAS**, David received the Pride of Roseville award in 2002 for his work on the Meter Retrofit Program; and

**WHEREAS**, David was promoted to Senior Water Distribution Worker in 2016 and oversaw the Meter/Backflow crew where he was instrumental in protecting public health through his implementation of Roseville's Cross Connection Control program related to California's Title 17; and

**WHEREAS**, David has been a loyal employee performing his duties in a trustworthy and reliable manner, always showing his dedication to quality work and loyalty to the City of Roseville, as he has been a valued co-worker; and

**WHEREAS**, David has been an outstanding example of customer service and professionalism with exceptional feedback from the staff in the Environmental Utilities Department and other departments of the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA**, that **DAVID ALLEN** be commended for his 30 years of outstanding service and dedication to the City of Roseville, congratulated for his accomplishments and wished a long, healthy, and enjoyable retirement.

**SIGNED AND APPROVED** this 7<sup>th</sup> day of April, 2021.



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**KRISTA BERNASCONI, MAYOR**





## COUNCIL COMMUNICATION

CC #: 1390  
File #: 0102-10

**Title:** Resolution - Curtis Gothier  
**Contact:** Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

**Meeting Date:** 4/7/2021  
**Item #:** 7.23.

### RECOMMENDATION TO COUNCIL

Commend Curtis Gothier for his 25 years of outstanding service and dedication to the City of Roseville, congratulate him on his many accomplishments, and extend wishes for a long, healthy, and enjoyable retirement.

### BACKGROUND

Not applicable.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Blair Hutchison, Deputy City Clerk

Sonia Orozco, City Clerk



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Dominick Casey, City Manager

**ATTACHMENTS:**

Description

Curtis Gothier



# Resolution

**WHEREAS**, Water Distribution Worker II Curtis Gothier, began his distinguished career with the City of Roseville on January 9th 1995 and has chosen to retire after 25 years of dedicated service; and

**WHEREAS**, Curtis began his career as a Temporary Utility Maintenance Worker in 1994, and was then hired as a Utility Maintenance Worker I and was promoted to Utility Maintenance Worker II on February 17<sup>th</sup> 1996; and

**WHEREAS**, Curtis received the "Pride of Roseville" program's "Commendation of Excellence" Certificate on August 1st, 2001 for effectively coordinating water distribution system upgrades and asphalt overlay projects related to the installation of water meter boxes; and

**WHEREAS**, Curtis received the "Pride of Roseville" program's "Outstanding Work Performance Award Top Team Award" on August 21<sup>st</sup>, 2003, working with many other departments and community volunteers to visit more than 500 homes and provide one-on-one attention to residents about home safety and energy efficiency; and

**WHEREAS**, Curtis has been an outstanding example of customer service, a loyal employee performing his duties in a trustworthy and reliable manner, always showing his dedication to quality work and loyalty to the City of Roseville, as he has been a valued co-worker; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA**, that **CURTIS GOTHIER** be commended for his 25 years of outstanding service and dedication to the City of Roseville, congratulated for his accomplishments and wished a long, healthy, and enjoyable retirement.

**SIGNED AND APPROVED** this 7<sup>th</sup> day of April, 2021.



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**KRISTA BERNASCONI, MAYOR**



## COUNCIL COMMUNICATION

**CC #: 1376**

**File #: 0206-03-01**

**Title:** Sierra Vista Specific Plan Westpark-Federico Community Facilities District No. 1  
Public Facilities - Bond Issuance

**Contact:** Jeannine Thrash 916-774-5473 [jthrash@roseville.ca.us](mailto:jthrash@roseville.ca.us)  
Dennis Kauffman 916-774-5313 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

**Meeting Date: 4/7/2021**

**Item #: 8.1.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council adopt a resolution authorizing the issuance of special tax bonds for and on behalf of the City of Roseville Sierra Vista Specific Plan (SVSP) Westpark-Federico Community Facilities District (CFD) No. 1 (Public Facilities), approving and directing the execution of a Fiscal Agent Agreement and Bond Purchase Agreement, approving the form of the Preliminary Official Statement, approving sale of such bonds, and approving other related documents and actions.

### BACKGROUND

SVSP Westpark-Federico Community Facilities District (CFD) No. 1 (Public Facilities) was formed June 5, 2019 with Resolution 19-259. On November 6, 2019 the first series of bonds were issued in the amount of \$7,745,000. This 2021 bond issuance is the second series of bonds being issued for the District and will be used to: (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account, (iii) provide capitalized interest for debt service and (iv) pay costs of issuance of the 2021 series Bonds. The 2021 Bonds have a not-to-exceed amount of \$9,500,000. The maximum authorized indebtedness for the District is not to exceed \$90,000,000.

### FISCAL IMPACT

The CFD will generate special taxes that will be paid by the property owners sufficient to pay the costs for the debt service, CFD administration, and any authorized pay-as-you-go facilities, as well as provide funding in the future for maintenance/replacement of constructed facilities. The issuance of bonds will not impact the City's General Fund.

### ENVIRONMENTAL REVIEW

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

## COMPLIANCE STATEMENT

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by the City's municipal financial advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest costs of the Bonds: 3.87%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): \$361,625; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized interest, if any): \$7,290,000; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: \$14,925,050.

Respectfully Submitted,

Jeannine Thrash, Management Analyst

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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Dominick Casey, City Manager

## ATTACHMENTS:

### Description

Resolution 21-127

Preliminary Official Statement

Supplemental Fiscal Agent Agreement

Bond Purchase Agreement

## **RESOLUTION NO. 21-127**

### **A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES), APPROVING AND DIRECTING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT TO FISCAL AGENT AGREEMENT AND BOND PURCHASE 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 City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the "District"), to authorize the levy of special taxes upon the land within the District, and to issue bonds secured by said special taxes for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District; and

**WHEREAS**, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

**WHEREAS**, the City previously issued for and on behalf of the District, the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds") in the initial principal amount of \$7,745,000, which 2019 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

**WHEREAS**, City now desires to issue a second series of the special tax bonds (the "Bonds") pursuant to the Bond Authorization, as described in more detail herein; and

**WHEREAS**, there has been submitted to the Council a Supplemental Agreement No. 1 to Fiscal Agent Agreement (the "Supplemental Agreement"), which will supplement the Fiscal Agent Agreement, dated as of November 1, 2019 (as so supplemented, the "Fiscal Agent Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, providing for the issuance of the Bonds of the City for the District, and the Council, with the aid of City staff, has reviewed the Supplemental Agreement and found it to be in proper order, and now desires to approve the Supplemental Agreement and the issuance of the Bonds; and

**WHEREAS**, the City proposes to sell the Bonds to Piper Sandler & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement, and the Council, with the aid of City staff, has reviewed the Bond Purchase Agreement and the Preliminary Official Statement and found them to be in proper order, and now desires to approve said documents; and

**WHEREAS**, the information required to be obtained and disclosed with respect to the Bonds by the Council in accordance with Section 5852.1 of the California Government Code is set forth in the staff report accompanying this Resolution; and

**WHEREAS**, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES AS FOLLOWS:**

1. **Findings.** This Council finds and determines that it is prudent in the management and development of land in the City and the District to issue the Bonds, secured by special taxes of the District on a parity with the 2019 Bonds, for the purpose of providing moneys for the construction and acquisition of authorized improvements for the District.

2. **Law Applicable.** For the purposes of these proceedings in and for the District, the Act shall be the authority for the issuance of the Bonds.

3. **Bonds Authorized.** Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, special tax bonds of the City for the District designated as "City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" in an aggregate principal amount not to exceed \$9,500,000 are hereby authorized to be issued. The Bonds shall be executed in the form set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the District subject to the special tax to pay debt service on the Bonds and the 2019 Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least three (3) times the proposed principal amount of the outstanding bonds plus the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the District.

4. **Supplemental Agreement.** The Council hereby approves the Supplemental Agreement in the form presented to the Council at this meeting. The City Manager, Assistant City Manager/Chief Financial Officer, and such other person or persons as either of them may designate (collectively, the "Authorized Officers"), each acting alone or together with any other Authorized Officer, are each hereby authorized and directed to execute the Supplemental Agreement, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with Jones Hall, A Professional Law Corporation, as bond counsel to the City ("Bond Counsel"). The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Supplemental Agreement. The Council hereby authorizes the delivery and performance by the City of the Supplemental Agreement and the Fiscal Agent Agreement.

5. **Covenant to Foreclose.** The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding

delinquent installments of any amount levied as a special tax for the payment of interest or principal of the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

**6. Approval of Official Statement and Continuing Disclosure Certificate.** The Council hereby approves the Preliminary Official Statement with respect to the Bonds, in substantially the form on file with the City Clerk. Distribution of the Preliminary Official Statement by the City and the Underwriter is hereby approved, and, prior to the distribution of the Preliminary Official Statement or any time thereafter, each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed, on behalf of the City, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Officer executing the same, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the Bonds, and each Authorized Officer, each acting alone or together with any other Authorized Officer, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, with final pricing information included and with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

The Council hereby approves the Continuing Disclosure Certificate to be executed by the City, the form of which is attached as an exhibit to the Preliminary Official Statement. Each of the Authorized Officers is hereby authorized and directed to approve any changes in or additions to a final form of said Continuing Disclosure Certificate, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The final Continuing Disclosure Certificate shall be executed in the name and on behalf of the City by an Authorized Officer.

**7. Approval of Bond Purchase Agreement.** The Council hereby approves the Bond Purchase Agreement between the City and the Underwriter, in substantially the form on file with the City Clerk; provided, that the aggregate principal amount of Bonds shall not exceed \$9,500,000, the true interest cost of the Bonds shall not exceed 5.25%, and the Underwriter's discount shall not exceed 1.40% of the par amount of the Bonds. 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, including any acquisition agreement or amendment to acquisition agreement related to the Bonds, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by a specified Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

9. **Effectiveness.** This Resolution shall take effect upon its adoption.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote of the City Council:

AYES: COUNCILMEMBERS  
NOES: COUNCILMEMBERS  
ABSENT: COUNCILMEMBERS  
ABSTAIN: COUNCILMEMBERS

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Mayor

ATTEST:

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City Clerk

**PRELIMINARY OFFICIAL STATEMENT DATED APRIL \_\_\_, 2021****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 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.*

\$ \_\_\_\_\_ \*

**CITY OF ROSEVILLE**  
**SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)**  
**SPECIAL TAX BONDS**  
**SERIES 2021**

**Dated: Date of Delivery****Due: September 1, as shown on inside cover**

The bonds captioned above (the "2021 Bonds"), are being issued by the City of Roseville (the "City") by and through its SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the "District"). The 2021 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Act"), and are issued pursuant to the Resolution of Issuance (as defined herein) and a Fiscal Agent Agreement dated as of November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the "Fiscal Agent Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The 2021 Bonds are being issued to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the 2021 Bonds, (iii) provide capitalized interest for debt service due on the 2021 Bonds through and including September 1, 2021, and (iv) pay costs of issuance of the 2021 Bonds. Interest on the 2021 Bonds is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021. The 2021 Bonds represent the second series of special tax bonds issued for the District, following the issuance by the City of its SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 in the amount of \$7,745,000 (the "2019 Bonds"). The issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement. The 2019 Bonds, the 2021 Bonds and any parity bonds that may be issued in the future are collectively referred to as the "Bonds." See "THE BONDS – Authority for Issuance" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds."

The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), and will be available to ultimate purchasers in the denomination of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

The Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) derived from Special Taxes (as defined herein) to be levied by the City on real property within the boundaries of the District, from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes, and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay a Special Tax even though financially able to do so.** In addition, to provide funds for payment of the 2021 Bonds and the interest thereon as a result of any delinquent Special Taxes, the City will establish a debt service reserve account for the 2021 Bonds from proceeds of the 2021 Bonds, as described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."

Property in the District and subject to the Special Tax comprises approximately 143 acres planned for 778 residential homes in the Sierra Vista Specific Plan, which is located in the southwest portion of the City. Solaire Community Builders, LLC (the "Master Developer") has completed the tentative map processing for 487 single family homesites (of which 292 now have final map approval). The remaining 291 lots, contained in 3 villages, will be mapped later in 2021, and marketed in 2022. The Master Developer has also completed the sale of 6 villages, totaling 399 single family lots, to four national homebuilders: Taylor Morrison, Beazer Homes (through a land-banking related party), K. Hovnanian Homes, and Tri Pointe Homes. In addition, the Master Developer is in contract to sell an additional village (88 lots) to Tri Pointe Homes with a close of escrow projected in April 2021. See "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

**The 2021 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "THE BONDS – Redemption."**

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY OF PLACER, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE 2021 BONDS. THE 2021 BONDS DO NOT CONSTITUTE A DEBT OF THE CITY WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL DEBT LIMITATION. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "SPECIAL RISK FACTORS," SHOULD BE READ IN ITS ENTIRETY.

*This cover page contains certain information for general reference only. It is not a summary of all of the provisions of the 2021 Bonds. Prospective investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. See "SPECIAL RISK FACTORS" herein for a discussion of the special risk factors that should be considered, in addition to the other matters and risk factors set forth herein, in evaluating the investment quality of the 2021 Bonds.*

*The 2021 Bonds are offered when, as and if issued, subject to approval as to their legality by Jones Hall, a Professional Law Corporation, San Francisco, California, Bond Counsel. Certain legal matters will also be passed on by Jones Hall, as Disclosure Counsel and Stradling, Yocca, Carlson & Rauth, a Professional Corporation, Newport Beach, California, as counsel to the Underwriter. Certain legal matters will be passed upon for the City by the City Attorney. It is anticipated that the 2021 Bonds will be available for delivery to DTC on or about \_\_\_\_\_, 2021.*

[Piper logo]

The date of this Official Statement is \_\_\_\_\_, 2021.

\* Preliminary; subject to change.



**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

**MATURITY SCHEDULE**

| Maturity<br>(Sept. 1) | Principal<br>Amount | Interest<br>Rate | Yield | Price | CUSIP†<br>( ) |
|-----------------------|---------------------|------------------|-------|-------|---------------|
|-----------------------|---------------------|------------------|-------|-------|---------------|

\$ \_\_\_\_\_ % Term Bond Due September 1, 20\_\_\_\_; Yield \_\_\_\_%; Price: \_\_\_\_%  
CUSIP†: \_\_\_\_\_

† Copyright 2021, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. Neither the City nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

## **CITY OF ROSEVILLE, CALIFORNIA**

### **City Council\***

Krista Bernasconi, *Councilmember (At-Large) and Mayor*  
Pauline Roccucci, *Councilmember (At-Large)*  
Tracy A. Mendonsa, *Councilmember (District 1)*  
Bruce Houdesheldt, *Councilmember (District 3)*  
Scott Alvord, *Councilmember (District 5)*

### **City Staff**

Dominick Casey, *City Manager*  
Dennis Kauffman, *Assistant City Manager/Chief Financial Officer*  
Robert R. Schmitt, *City Attorney*  
Sonia Orozco, *City Clerk*

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## **SPECIAL SERVICES**

### **Bond Counsel and Disclosure Counsel**

Jones Hall, A Professional Law Corporation  
*San Francisco, California*

### **Municipal Advisor**

Hilltop Securities Inc.  
*Encino, California*

### **Special Tax Consultant and Administrator**

Willdan Financial Services  
*Temecula, California*

### **Appraiser**

Integra Realty Resources  
*Sacramento, California*

### **Fiscal Agent**

The Bank of New York Mellon Trust Company, N.A.  
*San Francisco, California*

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\* The City Council is transitioning from at-large elections to by-district elections, which transition will be completed in connection with the November 2022 election.

## GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

***Use of Official Statement.*** This Official Statement is submitted in connection with the sale of the 2021 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 2021 Bonds.

***Estimates and Forecasts.*** When used in this Official Statement and in any continuing disclosure by the City, in any press release and in any oral statement made with the approval of an authorized officer of the City, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements.” Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the City since the date hereof.

***Limit of Offering.*** No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the 2021 Bonds other than those contained herein and if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the 2021 Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

***Involvement of Underwriter.*** The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, their responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. All summaries of the documents referred to in this Official Statement, are made subject to the provisions of such documents, respectively, and do not purport to be complete statements of any or all of such provisions.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2021 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 2021 BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM

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## OFFICIAL STATEMENT

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**CITY OF ROSEVILLE**  
**SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)**  
**SPECIAL TAX BONDS**  
**SERIES 2021**

This Official Statement, including the cover page and all Appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Roseville (the “**City**”) by and through its SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “**District**”) of the bonds captioned above (the “**2021 Bonds**”).

*Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX F.*

### INTRODUCTION

*This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2021 Bonds to potential investors is made only by means of the entire Official Statement.*

**Authority for Issuance.** The 2021 Bonds are issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “**Act**”), a resolution adopted by the City Council on \_\_\_\_\_, 2021 (the “**Resolution of Issuance**”) and a Fiscal Agent Agreement dated as of November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the “**Fiscal Agent Agreement**”) between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”). The 2021 Bonds represent the second series of special tax bonds issued for the District, following the issuance by the City of its SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 in the amount of \$7,745,000 (the “**2019 Bonds**”). The issuance of additional parity bonds in the future is contemplated, subject to the conditions set forth in the Fiscal Agent Agreement.

**The City.** The City is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles east of San Francisco. It lies on the Highway 80 corridor between the City of Sacramento and the City of Auburn. With an estimated population as of January 1, 2020 of approximately 145,163, the City is the largest city in

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\* Preliminary; subject to change.

Placer County (the “**County**”). For economic and demographic information regarding the area in and around the City, see “APPENDIX C – The City of Roseville and Placer County.”

**The District.** On March 20, 2019, the City Council of the City (the “**City Council**”), as legislative body of the District, adopted a Resolution of Intention to form the District 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 June 5, 2019, the City Council adopted a Resolution of Formation (the “**Resolution of Formation**”), which established the District and a future annexation area for the District (the “**Future Annexation Area**”), set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed \$90,000,000. On the same day, an election was held within the District in which the sole qualified elector in the District, Westpark Sierra Vista, LLC, a land investment company, approved the proposed bonded indebtedness and the levy of the Special Tax. Westpark Sierra Vista subsequently transferred all of the land in the District to an affiliate, Solaire Community Builders, LLC (the “**Master Developer**”), which has been developing the land for sales to merchant homebuilders.

Property in the District and subject to the Special Tax comprises approximately 143 acres planned for 778 residential homes in the Sierra Vista Specific Plan, which is located in the southwest portion of the City. The Master Developer has completed the tentative map processing for 487 single family homesites (of which 292 now have final map approval). The remaining 291 lots, contained in 3 villages, will be mapped later in 2021, and marketed in 2022. The Master Developer has also completed the sale of 6 villages, totaling 399 single family lots, to four national homebuilders (collectively, the “**Merchant Builders**”): Taylor Morrison Homes of California LLC (“**Taylor Morrison**”), Beazer Homes, through a land-banking related party, Solaire-Roseville, LP (“**Beazer Homes**”), K. Hovnanian Homes of Northern CA (“**K. Hovnanian**”), and Tri Pointe Homes, Inc. (“**Tri Pointe Homes**”). In addition, the Master Developer is in contract to sell an additional village (88 lots) to Tri Pointe Homes with a close of escrow projected in April 2021.

At the time of formation of the District, the boundary of the District consisted of 5 large lot parcels (FD-3, FD-4, FD-20A, FD-22A and FD-22B), which were collectively planned for 325 single-family homes. In addition, certain land adjacent to the District was designated as “future annexation area,” permitting a more streamlined annexation of such territory into the District in the future. In 2020, all of the remaining LDR and MDR parcels within the future annexation area were annexed into the District (consisting of FD-1, FD-2, FD-5, FD-9, and FD-20B), adding land planned for an additional 453 single-family units. Land planned for HDR and commercial uses remains within the future annexation area, but the Master Developer does not desire to have such land be subject to the Special Tax; accordingly, no future annexations to the District are expected.

See “THE DISTRICT” and “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT”.

**Bond Terms.** The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page of this Official Statement. Interest on the 2021 Bonds is payable on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2021. The 2021 Bonds will be issued without coupons in denominations of \$5,000 or any integral multiple thereof.

**Registration of Ownership of 2021 Bonds.** The 2021 Bonds will be issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“**DTC**”). Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 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 2021 Bonds. Payments of the principal, premium, if any, and interest on the 2021 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 2021 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

**Use of Proceeds.** Proceeds of the 2021 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements (the "**Improvements**," as described herein) as part of the development being undertaken by the Master Developer and the merchant builders in the District. The Improvements consist generally of water, wastewater, drainage, roadway and other infrastructure improvements necessary for development of property within the District and the surrounding area, as well as park and open space improvements (which include environmental mitigation costs). See "THE IMPROVEMENTS." Proceeds of the 2021 Bonds will also be deposited to a debt service reserve account for the 2021 Bonds, to provide capitalized interest for debt service due on the 2021 Bonds through and including September 1, 2021, and to pay costs of issuance.

**Security and Source of Payment of the 2021 Bonds.** As security for the payment of the 2021 Bonds, 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 Rate, Method of Apportionment, and Manner of Collection of Special Tax for the District (the "**Special Tax Formula**"). The Special Tax Formula is set forth in its entirety in APPENDIX A hereto. Pursuant to the Special Tax Formula, a "Facilities Special Tax" will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85, and a "Maintenance Special Tax" will be levied and collected beginning in the Transition Year. *Only the "Facilities Special Tax" is pledged to the payment of the 2021 Bonds, and the definition of "Special Taxes" used in the Fiscal Agent Agreement and this Official Statement refers only to the "Facilities Special Tax" levied in accordance with the Special Tax Formula.* See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS – Special Tax Methodology."

The 2021 Bonds and 2019 Bonds are payable from the "**Special Tax Revenues**," consisting of the proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes, net of the administration charge of the County (currently at 1%), but do not include any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure. The 2021 Bonds are also payable from amounts held in certain funds and accounts pursuant to the Fiscal Agent Agreement, including a reserve fund, all as more fully described herein. See "– 2021 Reserve Account of the Reserve Fund," below.

The Special Taxes represent liens on the parcels of land subject to a Special Tax, and failure to pay the Special Taxes could result in proceedings to foreclose the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology" and "APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

**Additional Parity Bonds.** The maximum authorized indebtedness for the District is \$90,000,000. The 2021 Bonds are the second series of special tax bonds issued under this

authorization, and additional series of parity bonds are expected in the future to finance additional infrastructure improvements needed for the development of the project as additional property is annexed into the District. In addition, the City may utilize a portion of the available authorized bond amount for the funding of certain deferred impact fees owed to the City, as described below under “– Use of Bond Authorization for Development Impact Fee Deferral Bonds.”

The 2021 Bonds are being sized so that there is at least 110% annual debt service coverage from the net maximum special tax rates from the 385 lots that were in the original boundary of the District plus the parcels that annexed into the District in 2020, all of which are either owned or under contract to merchant builders.

The District may issue additional bonds secured by Special Tax Revenues on parity with the 2019 Bonds and 2021 Bonds, upon the satisfaction of certain conditions set forth in the Fiscal Agent Agreement. Following the issuance of the 2019 Bonds in the amount of \$7,745,000 and the 2021 Bonds in the amount of \$8,130,000\*, the remaining authorized amount of indebtedness to be issued is \$74,125,000\*. So long as the 2021 Bonds are outstanding, any future bonds issued for the District and secured on parity with the 2021 Bonds (herein, “**Additional Bonds**” and collectively with the 2019 Bonds and 2021 Bonds, the “**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 2021 Bonds are allowed. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Future Parity Bonds.”

Additional parity bonds are expected to be issued for Improvements as development in the District proceeds. These Additional Bonds are expected to be issued in an aggregate principal amount of approximately \$\_\_\_\_\_. This does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral for territory on such property. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

***Use of Bond Authorization for Development Impact Fee Deferral Bonds.*** In connection with the approval of development in the District, the City agreed that payment of certain impact fees owed by the Master Developer and merchant builders in the District will be deferred (referred to as the “Development Impact Fee Deferral” in the Special Tax Formula) to allow payment of the deferred fees after the 2019 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2019 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

***2021 Reserve Account of the Reserve Fund.*** In connection with the issuance of the 2019 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established under the Fiscal Agent Agreement, and within the Reserve Fund separate accounts are established for each series of Bonds. At the time of issuance of the 2021 Bonds, a reserve account for the 2021 Bonds will be established within the Reserve Fund (the “**2021 Reserve Account**”) pursuant to the Fiscal Agent Agreement and held by the Fiscal Agent for the benefit of the 2021 Bonds. The 2021 Reserve Account is available solely for the payment of debt service on the 2021 Bonds and no other parity obligations. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS — Reserve Fund.” If there are additional delinquencies after depletion of funds in the 2021 Reserve Account of the Reserve Fund, the City is not obligated to pay the 2021 Bonds or supplement the 2021 Reserve Account of the Reserve Fund.

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\* Preliminary; subject to change.



**Appraised Value of Property.** Property in the District is security for the Special Tax. The City authorized the preparation of an appraisal report for certain real property within the District, which sets forth an aggregate value of appraised taxable property in the District of \$85,454,890, as of February 1, 2021. The valuation assumes completion of the Improvements funded by a portion of the 2021 Bonds (but not any Additional Bonds that may be issued in the future) and accounts for the impact of the lien of the Special Tax on the value of the property. See “THE IMPROVEMENTS.” In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions, which affect the estimates as to value, in addition to the assumption of completion of the Improvements and the availability of certain of the proceeds of the 2021 Bonds to reimburse for completed Improvements. The Improvements to be paid for with proceeds of the 2021 Bonds are either under construction or now complete. See “VALUE OF PROPERTY WITHIN THE DISTRICT – The Appraisal” and APPENDIX B.

As of the effective date of the appraisal, February 1, 2021, ownership of land in the District and the appraised value of such land was as follows:

| <b>Owner</b>                                | <b>Appraised Value<sup>(1)</sup></b> |
|---------------------------------------------|--------------------------------------|
| <b>Taylor Morrison:</b>                     |                                      |
| Finished Lots – FD-22B (52)                 | \$8,268,000                          |
| Finished Lots – FD-3 (34)                   | 5,678,000                            |
| Homes Under Construction – FD-22B (8)       | 1,919,582                            |
| Homes Under Construction – FD-3 (12)        | 2,985,373                            |
| Blue Top Lots (74)                          | <u>8,732,000</u>                     |
| Sub-Total (180 lots)                        | 27,572,954                           |
| <b>Tri Pointe Homes:</b>                    |                                      |
| Finished Lots (104)                         | \$13,520,000                         |
| Homes Under Construction (6)                | <u>1,227,936</u>                     |
| Sub-Total (110 lots)                        | 14,747,936                           |
| <b>K. Hovnanian:</b>                        |                                      |
| Blue Top Lots (33)                          | <u>\$3,036,000</u>                   |
| Sub-Total (33 lots)                         | 3,036,000                            |
| <b>Beazer Homes (Solaire-Roseville LP):</b> |                                      |
| Partially-Completed Lots (76)               | <u>\$10,868,000</u>                  |
| Sub-Total (76 lots)                         | 10,868,000                           |
| <b>Master Developer:</b>                    |                                      |
| Undeveloped land                            | <u>\$29,230,000</u>                  |
| <b>Total Aggregate Appraised Value</b>      | <b>\$85,454,890</b>                  |

(1) Appraised value provided to land owned by Master Developer is an estimated market value in bulk. See “VALUE OF PROPERTY WITHIN THE DISTRICT” for more details.

In total, the appraised value of property in the District is 4.89\* times the aggregate principal amount of the 2019 Bonds and 2021 Bonds (\$15,875,000\*) and overlapping debt (\$362,509). This is an average, and individual parcels may vary widely from the average. See “VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios.”

**Risks of Investment; COVID-19 Pandemic.** See the section of this Official Statement entitled “SPECIAL RISK FACTORS” for a discussion of special factors, including the potential impact of the ongoing COVID-19 pandemic, that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2021 Bonds.

***Limited Obligation of the City.*** The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2021 Bonds. The 2021 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the money in the funds established and pledged to the 2021 Bonds under the Fiscal Agent Agreement, and neither the payment of the interest on nor principal of or redemption premiums, if any, on the 2021 Bonds is a general debt, liability or obligation of the City. The 2021 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restrictions, and neither the City Council, the City nor any officer or employee thereof are liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2021 Bonds other than from the proceeds of the Special Taxes and the money in the funds established and pledged to the 2021 Bonds, as provided in the Fiscal Agent Agreement.

***Summary of Information.*** Brief descriptions of certain provisions of the Fiscal Agent Agreement, the Bonds and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the Chief Financial Officer of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

*Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.*

## SOURCES AND USES OF FUNDS

A summary of the estimated sources and uses of funds associated with the sale of the 2021 Bonds follows:

### Estimated Sources of Funds:

|                                                  |    |
|--------------------------------------------------|----|
| Principal Amount of 2021 Bonds                   | \$ |
| Plus/Less: [Net] Original Issue Premium/Discount |    |
| Total                                            | \$ |

### Estimated Uses of Funds:

|                                                                     |    |
|---------------------------------------------------------------------|----|
| Deposit to Improvement Fund                                         | \$ |
| Deposit to 2021 Reserve Account of the Reserve Fund <sup>(1)</sup>  |    |
| Deposit to Capitalized Interest Account of Bond Fund <sup>(2)</sup> |    |
| Costs of Issuance <sup>(3)</sup>                                    |    |
| Total                                                               | \$ |

- 
- (1) Equal to the Reserve Requirement for the 2021 Bonds.
  - (2) Represents an amount scheduled to provide for capitalized interest due on the 2021 Bonds through and including September 1, 2021.
  - (3) Includes fees of bond and disclosure counsel, fees, expenses and charges of the Fiscal Agent, printing costs, fees of the special tax administrator, appraiser, and municipal advisor, Underwriter's discount, and other costs of issuance.

## THE BONDS

### Authority for Issuance

The 2021 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution of Issuance and the Act.

Additional parity bonds are expected to be issued for Improvements as development in the District proceeds. These Additional Bonds are expected to be issued in an aggregate principal amount of approximately \$\_\_\_\_\_. This does not take into account refunding bonds and bonds issued to pay for the Development Impact Fee Deferral for territory on such property. However, the actual aggregate amount of Additional Bonds to fund Improvements and the Development Impact Fee Deferral may vary depending on interest rates at the time of bond issuance, the timing of each bond issue and other factors that may impact the timing and size of each bond issue.

### Description of the Bonds

**Bond Terms.** The 2021 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The 2021 Bonds are being issued in the denomination of \$5,000 or any integral multiple thereof.

Interest on the 2021 Bonds will be payable semiannually on March 1 and September 1 of each year (each an “**Interest Payment Date**”), commencing September 1, 2021. The principal of the 2021 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Los Angeles, California, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC.

**Book-Entry Only System.** The 2021 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available to ultimate purchasers under the book-entry system maintained by DTC. Ultimate purchasers of 2021 Bonds will not receive physical certificates representing their interest in the 2021 Bonds. So long as the 2021 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 2021 Bonds. The Fiscal Agent will make payments of the principal, premium, if any, and interest on the 2021 Bonds directly to DTC, or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the 2021 Bonds. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Calculation and Payment of Interest.** Interest on the 2021 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the 2021 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner’s address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs whether or not such day is a Business Day (the “**Record Date**”) preceding the

Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds; provided that so long as any 2021 Bonds are in book-entry form, payments with respect to such 2021 Bonds will be made by wire transfer, or such other method acceptable to the Fiscal Agent, to DTC. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

Each 2021 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 2021 Bond, interest is in default thereon, such 2021 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 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2021 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC’s Participants are the responsibility of DTC and disbursements of such payments to the Beneficial Owners are the responsibility of DTC’s Participants and Indirect Participants, as more fully described herein. See “APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

## Redemption\*

**Optional Redemption.** The 2021 Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20\_\_ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u>                   | <u>Redemption Price</u> |
|-------------------------------------------|-------------------------|
| September 1, 20__ through August 31, 20__ | 103%                    |
| September 1, 20__ through August 31, 20__ | 102                     |
| September 1, 20__ through August 31, 20__ | 101                     |
| September 1, 20__ and any date thereafter | 100                     |

**Mandatory Redemption From Prepayments.** The 2021 Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities of the 2021 Bonds and any Additional Bonds, as specified by the City, and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

\* Preliminary; subject to change.

| <b><u>Redemption Dates</u></b>                             | <b><u>Redemption Price</u></b> |
|------------------------------------------------------------|--------------------------------|
| September 1, 2021 through and including March 1, 20__      | 103%                           |
| September 1, 20__ and March 1, 20__                        | 102                            |
| September 1, 20__ and March 1, 20__                        | 101                            |
| September 1, 20__ and any Interest Payment Date thereafter | 100                            |

See "SPECIAL RISK FACTORS – Potential Early Redemption of Bonds from Prepayments" for a discussion of the potential for the 2021 Bonds to be priced with original issue premium and then be redeemed from Special Tax prepayments prior to maturity.

***Mandatory Sinking Fund Redemption.*** The Term 2021 Bonds maturing September 1, 20\_\_ and September 1, 20\_\_ are subject to mandatory sinking payment redemption in part on September 1, 20\_\_ and September 1, 20\_\_, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

**Term 2021 Bonds Maturing September 1, 20\_\_**

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| Mandatory<br>Redemption Date<br><u>(Sept. 1)</u> | Sinking Fund<br><u>Payment</u> |
|--------------------------------------------------|--------------------------------|

(maturity)

**Term 2021 Bonds Maturing September 1, 20\_\_**

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| Mandatory<br>Redemption Date<br><u>(Sept. 1)</u> | Sinking Fund<br><u>Payment</u> |
|--------------------------------------------------|--------------------------------|

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 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 2021 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 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

***Redemption Procedure by Fiscal Agent.*** The Fiscal Agent will cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60

days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the registration books in the Principal Office of the Fiscal Agent; but such mailing is not a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of such 2021 Bonds.

Such notice will state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, will designate the CUSIP numbers and bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and bond number of each 2021 Bond to be redeemed or will state that all 2021 Bonds between two stated bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, will state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and will require that such 2021 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 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 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 2021 Bonds then called for redemption.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the City will select the 2021 Bonds to be redeemed, from all 2021 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion deems appropriate. Upon surrender of 2021 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 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

***Effect of Redemption.*** From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption are deposited in the Bond Fund, such 2021 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 2021 Bonds are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of 2021 Bonds will be made in accordance with DTC procedures. See "APPENDIX G – DTC AND THE BOOK-ENTRY ONLY SYSTEM." Any 2021 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 2021 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2021 Bond or 2021 Bonds are surrendered for transfer or exchange, the City will execute and the Fiscal Agent will authenticate and deliver a new 2021 Bond or 2021 Bonds, for a like aggregate principal amount of 2021 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange will be paid by the City. The Fiscal Agent will collect from the Owner requesting such transfer any tax or other governmental charge required to be paid

with respect to such transfer or exchange. No transfers or exchanges of 2021 Bonds will be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 Bond has been selected for redemption.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

### Special Taxes

The Bonds (consisting of the 2019 Bonds, 2021 Bonds and any Additional Bonds that may be issued in the future) are payable from and secured by proceeds of the Special Taxes received by the City, including all scheduled payments and delinquent payments thereof, interest and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes (but excluding any interest in excess of the interest due on the Bonds or any penalties collected in connection with any such foreclosure), and net of a 1% administration charge of the County (the **“Special Tax Revenues”**). All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, in the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, with respect to each Series of Bonds, all moneys in the applicable subaccount of the Reserve Fund for such Series is pledged to secure the repayment of the applicable Series. The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided in the Fiscal Agent Agreement) are dedicated to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided in the Fiscal Agent Agreement and in the Act until all of the Bonds have been paid and retired or defeased in accordance with the Fiscal Agent Agreement.

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax amount determined by the City Council through the application of the Special Tax Formula administered by Willdan Financial Services, Temecula, California (the **“Special Tax Administrator”**) and set forth in APPENDIX A hereto for all taxable properties in the District. Prior to remittance of the Special Tax collections to the City, the County deducts and retains a 1% County administration fee, as noted above. Interest and principal on the Bonds is payable from the annual Special Tax Revenues to be paid to the City from Special Tax levies and collections on taxable property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIII A of the California Constitution, pursuant to Section 4 thereof as a “special tax” authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Act in an amount determined according to the Special Tax Formula approved by the City. See “Special Tax Methodology” below and “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The amount of Special Taxes that the District may levy in any year, and from which principal and interest on the Bonds is to be paid, is strictly limited by the maximum rates approved by the qualified electors within the District, which is set forth in the Special Tax Formula. Under the Special Tax Formula, Special Taxes for the purpose of making payments on the Bonds will be levied annually in an amount not in excess of the maximum approved amount. The Special Taxes and any interest earned on the Special Taxes constitute a trust fund for the principal of and interest on the Bonds pursuant to the Fiscal Agent Agreement and, so long as the principal of and interest on these



obligations remains unpaid, the Special Taxes and investment earnings thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the owners thereof and will be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Annual Facilities Costs (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within 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 up to the amount of the Maximum Annual Facilities Special Tax set forth in the Special Tax Formula, if conditions so require. The City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Annual Facilities Costs (as defined below). Because each Special Tax levy is limited to the Maximum Annual Facilities Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Annual Facilities Costs will in fact be collected in any given year. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. See “SPECIAL RISK FACTORS – Tax Delinquencies” herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

### **Special Tax Methodology**

Pursuant to the Special Tax Formula, a “Facilities Special Tax” will be levied and collected until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85, and a “Maintenance Special Tax” will be levied and collected beginning in the Transition Year. For the definition of “Transition Year” and related matters, see APPENDIX A. *Only the “Facilities Special Tax” is pledged to the payment of the Bonds, and the definition of “Special Taxes” used in the Fiscal Agent Agreement and this Official Statement refers only to the “Facilities Special Tax” levied in accordance with the Special Tax Formula. Capitalized terms set forth in this section and not otherwise defined have the meanings set forth in the Special Tax Formula.*

**Determination of Annual Facilities Costs.** Each year, the City will determine the Annual Facilities Costs of the District for the upcoming Fiscal Year. The “**Annual Facilities Costs**” includes the following amounts (less any available earnings on any reserve fund, special tax funds, available capitalized interest or any other available revenues):

- (i) Debt Service to be paid from Facilities Special Taxes;
- (ii) the amount needed to replenish bond reserve funds to the level required by Bond documents, to the extent not included in a computation of Annual Facilities Costs in a previous Fiscal Year;
- (iii) Administrative Expenses for such Fiscal Year;
- (iv) the amount needed to (1) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, and (2) to fund any foreseeable deficiency of the amount to be available for the payment of principal or interest on Bonds which are expected to occur in such Fiscal Year, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(v) the amount needed to (1) cure any delinquencies in the payment of the Facilities Special Taxes in the prior Fiscal Year, (2) to fund any foreseeable deficiency of the amount to be available for the payment of Facilities Special Taxes which are expected to occur in such Fiscal Year, in each case, to the extent not already included in the calculation of Annual Facilities Costs in the current or any previous Fiscal Year;

(vi) pay-as-you-go expenditures for authorized improvements; and

(vii) during the Deferral Bonding Period, the amount needed to pay Development Impact Fee Deferrals not financed by Bonds.

The Annual Facilities Costs is the basis for the amount of Special Tax to be levied within the District. In no event may the City levy a Special Tax in any year above the Maximum Annual Facilities Special Tax identified for each parcel in the Special Tax Formula.

***Parcels Subject to the Facilities Special Tax.*** Each year, the City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City will tax parcels within each zone within the District pursuant to the Special Tax Formula. Taxable Parcels that are acquired by a public agency after the District is formed will remain subject to the Facilities Special Tax unless a “trade” resulting in no loss of Facilities Special Tax revenue can be made, as described in the Special Tax Formula.

***Limitation on Increases in Levy of Facilities Special Tax.*** If owners are delinquent in the payment of Facilities Special Taxes, the City may not increase Facilities Special Tax levies to make up for delinquencies for prior Fiscal Years above the Maximum Facilities Special Tax rates specified for each category of property within the District. In addition, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the Bonds. See “SPECIAL RISK FACTORS.”

***Duration of the Facilities Special Tax; Transition Year.*** The Facilities Special Tax will be levied and collected (up to maximum allowable amount) until the earlier of (i) the Transition Year or (ii) Fiscal Year 2084-85. Transition Year means the first Fiscal Year following the Fiscal Year in which the Transition Event occurred, and Transition Event means the earlier of (i) after the Initial Bonding Period, the Fiscal Year in which the Administrator determines the Development Impact Fee Deferral has been repaid in full to the City and the City determines funding is no longer needed for Annual Facilities Costs, or (ii) Fiscal Year 2084-85. Initial Bonding Period means the period in which Bonds are outstanding or refunded which financed Authorized Facilities costs other than the Development Impact Fee Deferral.

***Prepayment of the Facilities Special Tax.*** The Special Tax Formula provides that landowners may prepay some of the Facilities Special Tax by a cash settlement with the City. The amount of the prepayment required is to be calculated according to a formula set forth in the Special Tax Formula, which is generally based on the net present value of the remaining years in which the Facilities Special Tax will be collected, including the effect of a 2% per year escalation factor applicable for the time Bonds remain outstanding using a discount rate equal to the most current yield for the 30-year Treasury Constant Maturity as the discount factor, plus an amount representing

the Development Impact Fee Deferral Amount (which amount is not available for prepayment of the Bonds), all as described in Section 8 of the Special Tax Formula set forth in APPENDIX A. Prepayment is only allowed if the City determines that the prepayment does not jeopardize its ability to make timely payments of debt service on outstanding Bonds, and the City maintains at least 110% debt service coverage on the outstanding Bonds.

### **Levy of Annual Special Tax; Maximum Special Tax**

The annual Special Tax will be calculated by the City and levied to provide money for debt service on the Bonds, replenishment of the Reserve Fund, certain delinquencies, administration of the District, and for payment of pay-as-you-go expenditures (to the extent permitted by the City) of the authorized District-funded facilities not funded from Bond proceeds. In no event may the City levy a Special Tax in any year above the maximum identified for each parcel in the Special Tax Formula.

For the 580 planned low-density-residential (LDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2021-22 equals \$1,872.72 per unit. For the 198 planned medium-density residential (MDR) units in the District, the Maximum Annual Facilities Special Tax for Fiscal Year 2021-22 equals \$1,664.64 per unit. However, these amounts are subject to adjustment based upon the actual number of units built (in the event that less homes are built than are expected in the Special Tax Formula). The Maximum Annual Facilities Special Tax (as defined in the Special Tax Formula) shall escalate by 2% per year until the Transition Event, and thereafter shall no longer be levied. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” and for a table showing the expected land uses and assigned Maximum Special Taxes, see “Attachment 3” in such Appendix.

***Annual Special Tax Levy.*** The Special Tax will be levied each year by calculating the amount needed to be generated by all Taxable Parcels in the District; the Special Tax (up to the maximum allowable amount) will be levied against each Taxable Parcel until the Special Tax revenue equals such amount; however, the Special Tax Formula establishes a priority for which properties will be levied a Special Tax. First, all “Developed Parcels” in the District receive a levy. If additional amounts are needed, a levy is made against each “Small Lot Tentative Map Parcel” in the District, then each “Large Lot Parcel” in the District, then each “Undeveloped Parcel” in the District. For single-family detached property, Developed Parcels are parcels shown on a Final Small Lot Subdivision Map recorded prior to May 1 of the preceding Fiscal Year. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX.”

The City covenants in the Fiscal Agent Agreement to fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the Special Tax Formula. The Special Tax is authorized to be levied in an amount not to exceed the Maximum Special Tax levy as described in the Special Tax Formula notwithstanding that a lower amount is sufficient to pay debt service on the Bonds. The Special Tax Formula provides a mechanism whereby the City may utilize the pay-as-you-go component to pay for and/or reimburse developers for a portion of the cost of Improvements not funded by proceeds of the bonds issued for the District. Proceeds of the annual Special Tax levy will first be used to pay the “Annual Facilities Costs” (which include debt service payments on the Bonds) other than pay-as-you-go expenditures, and the City contemplates that the levy will include a pay-as-you-go component in an amount equal to the Maximum Annual Facilities Special Tax on Developed Parcels, for deposit into the Improvement

Fund for authorized costs not funded from Bond proceeds. See “THE IMPROVEMENTS” and “APPRAISAL OF PROPERTY WITHIN THE DISTRICT.” See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” above. See “APPENDIX A – RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” for a copy of the Special Tax Formula.

### **Special Tax Fund**

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City has established and will maintain the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue, if any, as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds.

All Special Tax Revenue will be deposited in the Special Tax Fund upon receipt. Prior to each Interest Payment Date, the City will withdraw from the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the reserve accounts of the Reserve Fund, an amount which when added to the amount then on deposit therein is equal to the Reserve Requirement with respect to each series of Bonds, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, premium, if any, and interest due on the Bonds on the next Interest Payment Date; provided, however, that as soon as practicable after the receipt by the City of any prepayments of Special Taxes, but no later than 10 Business Days after such receipt, the City shall transfer such prepayments to the Fiscal Agent for deposit into the Prepayment Account of the Bond Fund to be used for the redemption of Bonds. At such time as deposits to the Special Tax Fund equal the principal, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the reserve accounts of the Reserve Fund balance to the Reserve Requirement with respect to each series of Bonds, the amount in the Special Tax Fund in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 2nd of each year. From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay the City’s administrative expenses and County fees; provided that such transfers will not be in excess of the portion of the Special Tax Revenues collected by the City that represent levies for administrative expenses. Moneys in the Surplus Account may also be transferred, at the City’s discretion, to the Improvement Fund to pay for costs of the Improvements (including reimbursements to developers for the cost of Improvements not funded from proceeds of bonds issued for the District) or authorized facility contributions, to pay the principal of, premium, if any, and interest on the Bonds or to replenish amounts in the Reserve Fund. See “THE IMPROVEMENTS – Construction and Acquisition of the Improvements.”

### **Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure**

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City’s option, the Special Taxes may be billed directly to property owners or collected at a different time to meet the City’s financial obligations. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Act to order institution of an action in superior court to foreclose the lien therefor.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special

Tax levied in the District in such Fiscal Year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided*, that if the City determines on the basis of such review that (a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than \$5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or (b) property owned by any single property owner in the District is delinquent cumulatively by more than \$3,250 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 Facilities Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the Bonds and to replenish the Reserve Fund. However, such adjustment is subject to the Maximum Annual Facilities Special Tax and to the limitation described under the caption “–Special Tax Methodology” above.

Under current law, a judgment debtor (property owner) has at least 120 days from the date of service of the notice of levy to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor’s filing for relief under the Federal bankruptcy laws. The Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Priority of Lien.”

No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Act does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Act requires that property sold pursuant to foreclosure under the Act be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Bonds is obtained. However, under Section 53356.6 of the Act, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Tax. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

## **2021 Reserve Account of Reserve Fund**

In connection with the issuance of the 2019 Bonds, a Reserve Fund (the “**Reserve Fund**”) was established under the Fiscal Agent Agreement. Upon the issuance of the 2019 Bonds and each additional series of Bonds, a reserve account for the applicable series of Bonds has been, or will be, established within the Reserve Fund. Accordingly, the “**2019 Reserve Account**” has been established for the benefit of the 2019 Bonds and the “**2021 Reserve Account**” is being established for the benefit of the 2021 Bonds.

Upon delivery of the 2021 Bonds, the Fiscal Agent will deposit an amount of the proceeds into the 2021 Reserve Account of the Reserve Fund so that the amount therein equals the “**Reserve Requirement**,” which means, with respect to any series of Bonds, the least of (i) 125% of the average Annual Debt Service with respect to the applicable series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable series of Bonds; and (iii) 10% of the original principal amount of the applicable series of Bonds (or, if the applicable series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that—

- (a) the Reserve Requirement for the 2021 Bonds shall not increase after the date of issuance of the 2021 Bonds;
- (b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and
- (c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument.

For each series of Additional Bonds, the Fiscal Agent shall establish a separate subaccount within the Reserve Fund for such series and moneys in each subaccount shall be held in trust by the Fiscal Agent for the benefit of the Owners of the respective series of Bonds.

The City has the right to either meet the Reserve Requirement at the time of issuance of a series of Bonds or at any time thereafter to cause the Fiscal Agent to release cash from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) in the case of a release, an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds secured thereby to become includable in gross income for purposes of federal income taxation. Upon tender of such items to

the Fiscal Agent in connection with a release of cash, the Fiscal Agent will transfer such funds to the City. Prior to the expiration of any Qualified Reserve Fund Credit Instrument, if applicable, the City is obligated either to replace such Qualified Reserve Fund Credit Instrument with a new Qualified Reserve Fund Credit Instrument, or to deposit or cause to be deposited with the Fiscal Agent an amount of funds such that the funds on deposit in the Reserve Fund together with all Qualified Reserve Fund Credit Instruments held by the Fiscal Agent is at least equal to the Reserve Requirement (which funds may come from a draw by the Fiscal Agent on the Qualified Reserve Fund Credit Instrument prior to its expiration).

***“Qualified Reserve Fund Credit Instrument”*** means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent, provided that all of the following requirements are met: (a) the long-term credit rating of such bank or insurance company is rated in the top two categories (without regard to modifier) by S&P or Moody’s at the time of issuance; (b) such letter of credit or surety bond has a term of at least 12 months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement being met by such instrument or with respect to which funds are proposed to be released pursuant to the Fiscal Agent Agreement; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to the Fiscal Agent Agreement.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in any reserve account within the Reserve Fund exceeds the Reserve Requirement for the applicable series of Bonds covered by such reserve account, the Fiscal Agent shall provide written notice to the Chief Financial Officer of the amount of the excess. The Chief Financial Officer shall advise the Fiscal Agent in writing of the amount, if any, of any transfer required pursuant to the Fiscal Agent Agreement, and otherwise direct the Fiscal Agent to transfer an amount equal to the excess to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Outstanding Bonds covered by the applicable reserve account in accordance with the Fiscal Agent Agreement; provided, that to the extent that such excess results from the prepayment of Special Taxes and redemption of Bonds, such amount shall be transferred to the Prepayment Account and applied to the corresponding redemption of Bonds.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and make any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

## **Improvement Fund**

Under the Fiscal Agent Agreement, there is established an Improvement Fund, which is to be held in trust by the Fiscal Agent and will be disbursed as provided in the Fiscal Agent Agreement for the payment or reimbursement of the costs of the construction and acquisition of the Improvements in accordance with the Acquisition Agreement (as described herein). Interest

earnings from the investment of amounts in the Improvement Fund will be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

Upon completion of the Improvements and payment to the Master Developer or other entities that are due reimbursement for Improvements, the Fiscal Agent will transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement, and the Improvement Fund will be closed. See "THE IMPROVEMENTS."

### **Future Parity Bonds**

The Resolution of Formation authorizes the issuance of up to \$90,000,000 of special tax bonds for the District, of which the 2021 Bonds represent the second series. The City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of Bonds (previously defined as the "**Additional Bonds**") payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2019 Bonds and 2021 Bonds, 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) There shall be deposited into a reserve account of the Reserve Fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year the Additional Bonds are Outstanding, projected Special Taxes Revenues, if levied at the maximum annual Special Tax rates per the Special Tax Formula, in each Fiscal Year are at least equal to 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year, as calculated by the special tax consultant to the City.

(iii) Both of the following conditions are met:

(A) Regarding All Parcels in the District: 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 Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the aggregate principal amount of all Bonds then Outstanding, plus (2) the aggregate principal amount of the Additional Bonds proposed to be issued, plus (3) the proportionate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (4) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then Outstanding and the Additional Bonds, payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within 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 the Additional Bonds are issued, as determined by the City), based upon information from the most recent available Fiscal Year.



(B) Regarding Recently Annexed Parcels: The aggregate value of the Recently Annexed Parcels, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the Additional Bonds, as determined by an MAI appraisal, assessed valuations shown on the then current County tax roll, or by a combination of both methods, is at least 3.00 times the sum of (1) the Attributable Principal Amount of all Bonds then Outstanding, plus (2) the Attributable Principal Amount of the Additional Bonds proposed to be issued, plus (3) the proportionate amount of any bonds then outstanding and payable from assessments which are a lien against the Recently Annexed Parcels, plus (4) the allocation of Other Mello-Roos Bonds determined to be applicable to the Recently Annexed Parcels in accordance with the methodology set forth in subsection (A) directly above.

As used herein, "*Recently Annexed Parcels*" means all parcels in the District subject to the Special Tax which were annexed into the District following the closing date for the then-most recently issued series of Bonds, and "*Attributable Principal Amount*" means for the Bonds or any Additional Bonds, calculated separately, an amount equal to the aggregate outstanding principal amount of such Bonds and Additional Bonds multiplied by a fraction, the numerator of which is the amount of special taxes that will be levied for such Bonds and Additional Bonds on Recently Annexed Parcels in the first fiscal year in which the levy includes debt service for the applicable series of Additional Bonds, and the denominator of which is the total amount of special taxes that will be levied for the Bonds and Additional Bonds on all parcels of land in the District against which the special taxes are levied to pay the Bonds and Additional Bonds in such fiscal year. (No future annexations of land into the District are currently anticipated.)

Additional Bonds may be issued for the purpose of refunding any outstanding Bonds without meeting the foregoing conditions so long as debt service on the refunding Bonds in each Bond Year is less than debt service on the Bonds refunded.

Nothing in the Fiscal Agent Agreement shall be interpreted to prohibit issuance of bonds or Additional Bonds secured on a subordinate basis to the Bonds.

In connection with the approval of development in the District, the City has agreed that payment of certain impact fees owed by the Master Developer and merchant builders in the District will be deferred (referred to as the "Development Impact Fee Deferral" in the Special Tax Formula) to allow payment of the deferred fees after the 2019 Bonds have been fully paid. The City expects to receive payment for the deferred impact fees either through continued collection of Special Taxes or through the issuance of future bonds after the 2019 Bonds have matured. If the City chooses to issue bonds to pay deferred impact fees, the remaining authorization will be available to be utilized by the City as a means therefor.

## DEBT SERVICE SCHEDULES

The annual debt service on the 2019 Bonds and 2021 Bonds, based on the interest rates and maturity schedule set forth on the cover of this Official Statement and assuming no early redemptions, is set forth below.

**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Debt Service – 2019 Bonds and 2021 Bonds**

| <b>Year<br/>Ending<br/>(Sept. 1)</b> | <b>2019 Bonds<br/><u>Total</u></b> | <b>2021 Bonds<br/><u>Principal</u></b> | <b>2021 Bonds<br/><u>Interest</u></b> | <b>2021 Bonds<br/><u>Total</u></b> | <b>Parity Bonds<br/><u>Total</u></b> |
|--------------------------------------|------------------------------------|----------------------------------------|---------------------------------------|------------------------------------|--------------------------------------|
|--------------------------------------|------------------------------------|----------------------------------------|---------------------------------------|------------------------------------|--------------------------------------|

Total

---

*Source: Fiscal Agent for 2019 Bonds, Underwriter for 2021 Bonds.*

The 2021 Bonds are being sized so that there is at least 110% annual debt service coverage from the net maximum special tax rates from the 385 lots that were in the original boundary of the District plus the parcels that annexed into the District in 2020, all of which are either owned or under contract to merchant builders.

**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Debt Service Coverage Table – 2019 Bonds and 2021 Bonds<sup>(1)</sup>**

Total

Source: Fiscal Agent for 2019 Bonds debt service, Underwriter for 2021 Bonds debt service; Willdan Financial Services for maximum special tax.

## THE SIERRA VISTA SPECIFIC PLAN

The Sierra Vista Specific Plan (“**SVSP**”) is the primary land use, policy and regulatory document used to guide development within the District and other areas included in the SVSP. The SVSP establishes a development framework for land use, affordable housing, resource protection, circulation, utilities and services, implementation and design for approximately 2,064 acres in the northwest portion of the City projected to develop into approximately 8,679 single and multi-family residential units, of which the District currently comprises a portion. The intent of the SVSP is to promote the systematic and orderly development of the plan area. All subsequent development projects and related activities in the SVSP area are required to be consistent with the SVSP. The SVSP implements the goals and policies of the City of Roseville General Plan and augments these goals and policies by providing specific direction to reflect conditions unique to the project and plan area. The City’s General Plan serves as the long-term policy guide for the physical, economic and environmental growth of the City. The property within the District was included within the SVSP at adoption, and is a component of the SVSP. The full text of the SVSP is available on the City’s website.

***Land Use Concept.*** The SVSP is planned primarily as a residential community, with a significant commercial and employment center along Baseline Road, which properties are not part of the District and not subject to the Special Taxes securing the Bonds. The overall mix and intensity of uses is similar to that found in adjacent portions of the City. The SVSP also provides for recreation, open space, employment and educational opportunities available to residents both within and outside the SVSP area.

The primary elements that comprise the form of the SVSP land use plan include: the residential neighborhoods; a range of commercial and employment uses, schools, parks and open space, as more particularly described below.

***Residential Neighborhoods*** - A variety of housing styles similar to that found elsewhere in the City are planned, including affordable housing and designated age restricted neighborhoods. High density residential comprises approximately 30% of planned residential uses.

***Commercial and Employment*** - A range of commercial and employment uses are proposed within the SVSP, including commercial mixed-use, business professional mixed-use, and community commercial uses. Conventional commercial sites are provided as well, typically along arterial roadways. The SVSP’s employment and service uses are intended to complement and further diversify the City’s employment, retail, service, and revenue base.

***Neighborhood Parks*** - Neighborhood parks are proposed throughout the SVSP, some are located adjacent to the elementary schools and middle school sites, maximizing the potential for joint-use opportunities with the outdoor recreation facilities. Park facilities range from approximately one to approximately 10 acres in size. Some of the SVSP’s neighborhood parks would be linked to a system of paseos, providing a comprehensive network of pedestrian and bikeway connections to the SVSP’s parks and open space system. Neighborhood parks typically include a mix of soccer and baseball fields, tot lots, playgrounds, picnic area, and hard surface game courts.

***Open Space*** - Approximately 317 acres of the SVSP are proposed as Open Space, comprising approximately 15 percent of the total project site acreage. Open Space land use and zoning is generally applied to lands that are environmentally sensitive or otherwise

significant due to habitat, natural features, or man-made features. Open space corridors provide for passive recreation opportunities, preservation of significant resources, viewsheds, potential floodwater conveyance and retention, resource mitigation, wildlife movement corridors, and can function to improve the interface between uses. In many locations, the preserve area accommodates a dedicated Class I pedestrian pathway to be shared with a vehicle maintenance road for maintenance activities. In addition, open space areas could accommodate utility lines and provide the conduit for drainage and space for storm water treatment and detention facilities within the SVSP area. Any disturbance or construction within open space preserve areas of the SVSP would comply with the provisions of the Army Corps of Engineers approved Open Space Management Plan and Section 404 permit requirements.

**Land Use Plan.** The SVSP land use plan includes a blend of residential, service, employment, open space and public uses. The SVSP area is statistically projected to house approximately 22,045 residents and in excess of 9,000 employees. The SVSP includes a total of 8,679 dwelling units on approximately 2,064 gross acres. Proposed land uses include a total of approximately 317 acres set aside in open space; 106 acres for dedication to parks; 71 acres of public/quasi-public uses; 190 acres of community commercial; 27 acres of business professional; and 41 acres of commercial mixed use.

## THE DISTRICT

### Location and Description of the District and the Immediate Area

**General.** Property in the District and subject to the Special Tax comprises approximately 143 acres planned for 778 residential homes in the SVSP, which is located in the southwest portion of the City. The land in the District is generally level topography, with large open annual grassland areas that have now been graded for homes. The SVSP has targeted a majority of the creek corridors, and a portion of the seasonal wetlands, for preservation in permanent open space. See “THE SIERRA VISTA SPECIFIC PLAN” above.

Westpark Sierra Vista, LLC, a land investment company and affiliate of the Master Developer, owned all of the land in the District as of the date of formation of the District in May 2019. In June 2019, and then again in October 2020 (following an annexation of additional territory into the District), Westpark Sierra Vista, LLC transferred to the Master Developer all of the land in the District. The Master Developer is not a home-building entity. Instead, it anticipates constructing the backbone infrastructure and developing the property into “blue-top” lots and selling such lots to merchant builders over time as market conditions warrant. To date, out of the total 778 planned units, the Master Developer has completed the tentative map processing for 487 single family homesites (of which 292 have received final map approval). The remaining 291 lots, contained in 3 villages, will be mapped later in 2021, and marketed in 2022. See “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Proposed Development.”

At the time of formation of the District, the boundary of the District consisted of 5 large lot parcels (FD-3, FD-4, FD-20A, FD-22A and FD-22B), which were collectively planned for 325 single-family homes. In addition, certain land adjacent to the District was designated as “future annexation area,” permitting a more streamlined annexation of such territory into the District in the future. In 2020, all of the remaining LDR and MDR parcels within the future annexation area were annexed into the District (consisting of FD-1, FD-2, FD-5, FD-9, and FD-20B), adding land planned for an additional 453 single-family units. Land planned for HDR and commercial uses remains within the future annexation area, but the Master Developer does not desire to have such land be subject to the Special Tax; accordingly, no future annexations to the District are expected.

**Maps.** Maps showing the land currently within the District, as well as the large lot mapping of such land, are shown on the following pages.

[Reserved for current CFD boundary map]

[Reserved for large lot map]



## Entitlements and Development Plan

*The Master Developer has provided the following information with respect to entitlements and anticipated development of land in the District. No assurance can be given that all information is complete. No assurance can be given that development of land in the District will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the SVSP, the Development Agreement described herein and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.*

**Overview.** As noted above, development within the District boundary is anticipated by the Master Developer to be consistent with the SVSP land uses, which primarily consist of low-density and medium-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above. The entitlements for the project permit a development proposal related to a particular parcel to proceed through tentative map subdivision and design-review permitting processes to final mapping provided the development application is in accord with the entitlements and the tentative map conditions. The land received full land use approval in May 2010, including, but not limited to, approval of Specific Plan Zoning and a Development Agreement, and subsequently received a Section 404 (wetlands) permit, California Water Board Section 401 Certification, and U.S. Fish and Wildlife Service Biological Opinion.

The current boundary of the District consists of approximately 143 gross acres planned for residential development into 778 single family homes, consisting of 580 LDR units and 198 MDR units. The Master Developer has graded 487 of the 778 currently planned lots in the District to blue-topped condition. Construction of the backbone infrastructure to serve the first phase of 325 lots commenced in June 2019, and was completed and accepted by the City in late 2019 and early 2020. Backbone infrastructure to serve the next 162 lots being developed is scheduled to commence construction in spring 2021 and be completed by December 2021.

The Master Developer has completed the sale of 6 villages, totaling 399 single family lots, to four national homebuilders (previously defined as the “**Merchant Builders**”): Taylor Morrison, Beazer Homes, through a land-banking related party, K. Hovnanian, and Tri Pointe Homes. In addition, the Master Developer is in contract to sell an additional village (88 lots) to Tri Pointe Homes with a close of escrow projected in April 2021. See “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – Proposed Development” for additional information sales to homebuilders and pending transactions.

A majority of the Manager Members of the Master Developer are also principals in the adjacent Westbrook (marketed as Solaire) master planned community which was developed in three phases and comprised of more than 1,400 single family residential units and 620 multi-family units. The Master Developer is marketing the land in the District as an extension of the residential development already underway in Westbrook. For additional details on development experience of the principals of the Master Developer, see “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT – The Master Developer.”

**Entitlements and Ownership by Village.** The following table shows the entitlements and current ownership for all of the land within the boundary of the District.

**Table 1**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Taxable Residential Property in the District<sup>(1)</sup>**

| <b>Village</b>   | <b>Ownership</b>                | <b>Land Use</b> | <b>Acres</b>  | <b>Planned Units</b> |
|------------------|---------------------------------|-----------------|---------------|----------------------|
| FD-1             | Taylor Morrison                 | LDR             | 19.73         | 74                   |
| FD-3             | Taylor Morrison                 | LDR             | 9.79          | 46                   |
| FD-4             | K. Hovnanian                    | LDR             | 7.70          | 33                   |
| FD-20A           | Tri Pointe Homes                | MDR             | 14.93         | 110                  |
| FD-22A           | Beazer Homes                    | LDR             | 12.50         | 76                   |
| FD-22B           | Taylor Morrison                 | LDR             | 11.80         | 60                   |
| <b>Sub-total</b> |                                 |                 | <b>76.45</b>  | <b>399</b>           |
| <b>Village</b>   | <b>Ownership</b>                | <b>Land Use</b> | <b>Acres</b>  | <b>Planned Units</b> |
| FD-20B           | Master Developer <sup>(2)</sup> | MDR             | 12.38         | 88                   |
| FD-2             | Master Developer                | LDR             | 17.12         | 117                  |
| FD-5             | Master Developer                | LDR             | 17.51         | 67                   |
| FD-9             | Master Developer                | LDR             | 19.23         | 107                  |
| <b>Sub-total</b> |                                 |                 | <b>62.24</b>  | <b>379</b>           |
| <b>Total</b>     |                                 |                 | <b>142.69</b> | <b>778</b>           |

(1) Excludes large lot parcel FD-34, planned for 172 HDR units designated as affordable units, and parcel FD-40 planned for community commercial, neither of which has been annexed to the District (nor are expected to be).

(2) Parcel FD-20B is under contract for sale to Tri Pointe Homes, with close of escrow expected in April 2021.

Source: Master Developer.

## Development Agreement

**General.** The City entered into a Development Agreement, dated May 19, 2010 (the “**Development Agreement**”) with Westpark Federico, LLC, Mourier Investments, LLC, and Federico-Tyler Family Limited Partnership, to which the Master Developer has subsequently succeeded with respect to the land owned by the Master Developer in the District. The Development Agreement’s purpose is to vest development rights, set forth infrastructure improvements and dedication requirements, secure the timing and methods for financing improvements, and specify other performance obligations as related to development in the Sierra Vista Specific Plan area. All of the property in the District is subject to the requirements of the Development Agreement, as well as the SVSP. The Development Agreement was entered into in accordance with Sections 65864 through 65869.5 of the California Government Code, as implemented through Article V, Chapter 19.84 of the City’s Zoning Ordinance No. 802.

The Development Agreement is the primary implementation tool for the SVSP and is intended to create a binding contract between the City and the parties thereto, and their assigned successors in interest, which set forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the Master Developer and its successors, including obligations related to development of the property in the District, with the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development of the property in the District according to the SVSP entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties. The Development Agreement has a 30-year term, runs with the property, and may be modified only by mutual consent of the parties, and in a manner consistent with the SVSP. With the Development Agreement in place, subject to compliance with the terms of the Development

Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits.

Land use and development entitlements granted under the Development Agreement for property in the District are consistent with the SVSP as described under the caption "THE SIERRA VISTA SPECIFIC PLAN" and summarized above.

**Improvements.** The Development Agreement sets forth the responsibility of the Master Developer and its successors for a portion of the costs of certain public improvements required for its development within the SVSP, including an electric substation. The dedication of the electric substation site occurred in May 2017 and became operational in August 2019.

Funding of the improvements with the 2019 Bonds, 2021 Bonds and Additional Bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. See Table 3B herein for a sources and uses table provided by the Master Developer. The improvements which are not funded from proceeds of the 2019 Bonds and Additional Bonds or Special Taxes will be funded by the Master Developer and/or its successors in interest. See "THE IMPROVEMENTS" below.

**No Affordable Units in District.** The Development Agreement has an affordable housing requirement on the 172 HDR units planned for large lot parcel FD-34, but those units have not been annexed to the District (nor are expected to be), and therefore do not provide any security for the Bonds.

## **Environmental Matters**

**Flood Hazard Map Information.** According to the Federal Emergency Management Agency's flood insurance rate maps (Flood Area Panel Number 060243, with an effective date of November 2, 2018), the developable portions of the property in the project area (including land in the District) are located within Flood Zone X, described as areas of minimal flooding (outside of the 100 and 500-year floodplains).

**Wetland Conditions.** According to the City's planning department, some jurisdictional wetlands will be affected by the development of the project, however the impact has been mitigated by the landowner. No additional environmental permits are required to be obtained.

**Seismic Conditions.** The property expected to be developed as part of the project (including land in the District) is not located within a seismic special studies zone, designated by the California State Division of Mines and Geology, in accordance with the Alquist-Priolo Special Study Zone Act of 1972.

**Wildfire Hazards.** Land in the District is not located in a High or Very High Fire Hazard Severity Zone (FHSZ), as defined by CAL FIRE.

## OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

*Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the property within the District. There is no assurance that the present property owners or any subsequent owners will have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay the Special Taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bond Owner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the Bonds, or the ability to control who becomes a subsequent owner of any property within the District.*

*The Master Developer has provided the information set forth in this section, "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." No assurance can be given that all information is complete. In addition, any Internet addresses included below are for reference only, and the information on those Internet sites is not a part of this Official Statement or incorporated by reference into this Official Statement.*

*No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner, as described herein. The Special Taxes are not personal obligations of the Master Developer or of any subsequent landowners; the Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "SPECIAL RISK FACTORS" herein.*

### Current Ownership

The following table shows ownership of land in the District as of February 1, 2021 (the date of value of the Appraisal).

**Ownership and Development Status  
As of February 1, 2021**

| Owner                           | No. Lots<br>Planned | Homes Closed<br>to Homeowners | Homes Sold But<br>Not Yet Closed | Homes Under Const./<br>Permits Issued | Finished<br>Lots | Tent. Map<br>Lots |
|---------------------------------|---------------------|-------------------------------|----------------------------------|---------------------------------------|------------------|-------------------|
| Taylor Morrison                 | 180                 | 0                             | <input type="checkbox"/>         | 20                                    | 86               | 74                |
| Tri Pointe Homes                | 110                 | 0                             | <input type="checkbox"/>         | 6                                     | 104              | 0                 |
| Beazer Homes <sup>(1)</sup>     | 76                  | 0                             | 0                                | 0                                     | 0                | 0                 |
| K. Hovnanian                    | 33                  | 0                             | 0                                | 0                                     | 0                | 0                 |
| Master Developer <sup>(2)</sup> | 379                 | n/a                           | n/a                              | n/a                                   | 0                | 379               |
| <b>Totals</b>                   | <b>778</b>          | <b>0</b>                      | <b>0</b>                         | <b>26</b>                             | <b>190</b>       | <b>453</b>        |

(1) Beazer Homes has entered into an option agreement to take-down lots pursuant to a schedule from Solaire-Roseville LP (a land-banking related entity). As of February 1, 2021, Beazer Homes had acquired 14 lots pursuant to this arrangement, with additional lots anticipated to be acquired by Beazer Homes through October 2022.

(2) The Master Developer is not a homebuilding entity. It anticipates continuing to sell lots in the District in "blue top" condition to merchant builders, which will complete the necessary in-tract improvements and build homes. The Master Developer is in contract to sell an additional 88 MDR units (Parcel FD-20B) to Tri Point Homes, which sale is anticipated to close in April 2021.

Source: Master Developer.

### The Master Developer

**General.** The Master Developer has been developing the land within the District for sale to merchant builders. The Master Developer has a management team that is responsible for the day-to-day management of the entitlement and development operations, and a group of capital investors that provide equity for the operations and development of the project. The Master Developer is a limited liability company formed in 2018 and registered to do business in California.

The managing members (the “**Members**”) of the Master Developer are John Murray, Jeff Jones, John Tallman, and Ryan O’Keefe. John Murray and Jeff Jones are managing members for Westpark S.V. 400, LLC, which is the master developer for the “Westbrook” community that is also located in the Sierra Vista Specific Plan. John Murray was formerly a Certified Public Accountant who, prior to joining Westpark, was the General Manager for the Del Webb Corporation’s Northern California Communities where he led the development of Sun City Roseville and Sun City Lincoln Hills. Mr. Murray was a principal in the development team that developed the adjacent Westpark community, a 4,500-unit master planned community, and subsequently sold the project to a consortium of homebuilders that included Pulte Home Corporation, Lennar Communities of California and Centex Homes. Jeff Jones is Westpark’s Chief Operating Officer. Prior to joining the Master Developer, Mr. Jones served as a part of the Del Webb Corporation’s Northern California Communities executive management team where he oversaw the development of the Sun City Roseville and Sun City Lincoln Hills Communities. John Tallman has been in the home building and real estate development business in the greater Sacramento region for more than 30 years. Prior to joining Westpark in 2009, he served as the head of the Sacramento office of Morrison Homes (now part of Taylor Morrison), before leaving to head the office of Signature Properties overseeing the entitlement and development process for the nearby master planned community of Fiddymant Farm. Ryan O’Keefe is a licensed civil engineer and oversees land development operations for Westpark. Prior to joining Westpark, Mr. O’Keefe was a senior engineer with a local civil engineering firm.

**Experience.** Recent development experience of the principals of the Master Developer (of entities in which at least one of the three principals of the Master Developer is a managing member), is illustrated by the following projects:

| <u>Project Name</u>  | <u>City</u>   | <u>No. of Lots (res)</u> | <u>No. of Sq. Ft. (Office/Industrial)</u> | <u>No. of Sq. Ft (Retail)</u> | <u>Owner/Developer</u>    | <u>Status</u>                                                                                                                                                                                                                                           |
|----------------------|---------------|--------------------------|-------------------------------------------|-------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Westpark             | Roseville, CA | 4,585                    | 1,110,000                                 | 163,350                       | 1600 Placer Investors, LP | Sold March 2005 to Pulte Homes, Lennar Homes and Centex Homes                                                                                                                                                                                           |
| Westpark             | Roseville, CA | 1,839                    | 1,100,000                                 | 0                             | West Roseville, LLC       | Reposition of a portion of property sold to Pulte. Lennar & Centex in 2005. Community now built out by Lennar, Pulte Meritage, and KB Home Entitlements completed; homebuilding underway by DR Horton, Lennar Homes, Taylor Morrison and Woodside Homes |
| Westbrook            | Roseville, CA | 2,029                    | 0                                         | 300,000                       | Westpark S.V. 400, LLC    | Entitlements complete, completing federal permitting process.                                                                                                                                                                                           |
| Education Foundation | Lincoln, CA   | 71                       | 0                                         | 0                             | Westpark LR, LLC          |                                                                                                                                                                                                                                                         |

**Financing Plan.** The Master Developer anticipates financing the costs of the backbone infrastructure and other costs of the development of the project with owners’ equity, lot sales to merchant builders and proceeds of Bonds. For additional details, see “THE IMPROVEMENTS – Master Developer Sources and Uses of Funds.”

## Development by Master Developer

**Overview.** As noted above, development within the District is being undertaken by the Master Developer to be consistent with the SVSP land uses, which primarily consist of low-density

residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. See “THE SIERRA VISTA SPECIFIC PLAN” above. The Master Developer is selling final lots in “blue top” condition to the Merchant Builders.

***Backbone Infrastructure.*** The backbone infrastructure is to include Westbrook Blvd, Earl Rush Drive, Market Street, Sierra Glen Drive, Silver Spruce Drive, and Summerfaire Drive and all associated underground utilities, adjacent landscape and perimeter walls. Funding for mitigation acquisition and construction of public/quasi-public facilities are also included as part of the project. The infrastructure is to be constructed in three to four phases. Phase 1, consisting of the extension of Westbrook Blvd, Summerfaire Drive, and portions of Earl Rush Drive commenced in June 2019 and was completed in Fall 2019, with final acceptance by the City in early 2020. The Phase 2 backbone infrastructure will include the completion of Earl Rush Drive within the District, and the extension of Silver Spruce Drive into the District from the north to its intersection with Earl Rush Drive. The Master Developer is responsible for the cost of construction of the infrastructure improvements. Proceeds of the Bonds and any additional bonds will provide a portion of the cost of improvements and the remainder will be contributed by the Master Developer. See “THE IMPROVEMENTS – Estimated Cost of the Improvements.” Additional Bonds for the District are expected to be issued on a parity with the 2019 Bonds and 2021 Bonds as development continues.

***Utilities.*** All typical urban utility services for finished lots are available at the lots or will be extended to the lots. These utilities include electric power, natural gas, telephone, cable television, water, refuse, and sanitary sewer and storm water facilities. The City provides electric, water, sewer refuse and storm water facilities, and police and fire services. Pacific Gas & Electric provides natural gas.

***Subdivision Maps and In-Tract Improvements.*** In addition to constructing various backbone improvements, the Master Developer has graded to a “blue-topped” condition, an initial 487 lots. The remaining 291 lots, contained in 3 villages, will be tentatively mapped later in 2021, and marketed for sale by the Master Developer to merchant builders in 2022. A “blue topped” parcel is a parcel which has legal development entitlements created by a recorded subdivision map and a physical condition which includes graded, level “certified” building pads and streets with offsite infrastructure abutting the neighborhood perimeter. A blue-top lot does not include street improvements and completed in-tracts, but would include installed utilities in the rights-of-way and stubbed to individual large lots.

In-tract improvements are the responsibility of the Merchant Builders that have purchased blue-topped lots from the Master Developer in the District. Subdivision in-tract improvements for these first villages has been completed for 232 lots and homebuilding is underway. An additional 76 lots have completed all underground improvements and will complete the in-tract work by May 2021, with homebuilding to commence at that time. The remaining lots within Phase 1 are scheduled to commence in-tract improvements in the spring 2021 with completion, and homebuilding activity, expected by early fall 2021.

The current configuration of parcels/villages in the District, together with their current mapping status, is set forth in the following table.

**Table 2**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Map Status for Taxable Residential Parcels in the District<sup>(1)</sup>**

| Large-Lot Parcel/Village | Land Use | Planned Units | Current Status | Expected or Actual Tentative Map Approval Date | Expected or Actual Small Lot Final Map Record Date |
|--------------------------|----------|---------------|----------------|------------------------------------------------|----------------------------------------------------|
| FD-1                     | LDR      | 74            | Tentative Map  | Oct. 2020                                      | Exp. April 2021                                    |
| FD-2                     | LDR      | 117           | --             | Exp. Aug. 2021                                 | Exp. April 2022                                    |
| FD-3                     | LDR      | 46            | Final Map      | Nov. 2017                                      | Sept. 2020                                         |
| FD-4                     | LDR      | 33            | Tentative Map  | Nov. 2017                                      | Exp. May 2021                                      |
| FD-5                     | LDR      | 67            | --             | Exp. Aug. 2021                                 | Exp. April 2022                                    |
| FD-9                     | LDR      | 107           | --             | Exp. Aug. 2021                                 | Exp. April 2022                                    |
| FD-22A                   | LDR      | 76            | Final Map      | Nov. 2017                                      | Dec. 2020                                          |
| FD-22B                   | LDR      | 60            | Final Map      | Nov. 2017                                      | Aug. 2020                                          |
| FD-20A                   | MDR      | 110           | Final Map      | Nov. 2017                                      | July 2020                                          |
| FD-20B                   | MDR      | 88            | Tentative Map  | Nov. 2017                                      | Exp. July 2021                                     |
| <b>Total</b>             |          | <b>778</b>    |                |                                                |                                                    |

(1) Excludes large lot parcel FD-34, planned for 172 HDR units designated as affordable units, and parcel FD-40 planned for community commercial, neither of which has been annexed to the District (nor are expected to be).

Source: Master Developer.

**Sales of Villages to Merchant Builders.** As shown in Table 1 above, the Master Developer has completed the sale of 6 villages (FD-1, FD-3, FD-4, FD-20A, FD-22A and FD-22B), totaling 399 single family lots (289 LDR lots; 110 MDR lots), to the Merchant Builders. In addition, the Master Developer is in contract to sell an additional village (FD-20B), planned for 88 MDR lots, to Tri Pointe Homes with a close of escrow projected in April 2021. As detailed below, homebuilding has commenced by Taylor Morrison and Tri Pointe Homes, while Beazer Homes is expected to commence homebuilding in May 2021 and K Hovnanian is expected to commence homebuilding in September 2021.

#### **Taylor Morrison**

**Development Plan (180 LDR lots).** Taylor Morrison currently owns 3 villages in the District – Village FD-1 (74 LDR lots), Village FD-3 (46 LDR lots) and FD-22B (60 LDR lots) – totaling 180 LDR lots. Taylor Morrison has begun homebuilding activities, and as of February 1, 2021 (the effective date of the appraisal), Taylor Morrison had 20 homes under construction, 86 finished lots, and 74 blue-top lots. It anticipates marketing its homes in Village FD-3 under the name “Calipso” and its homes in Village FD-22B under the name “Apollo”; its marketing name for the homes in Village FD-1 is not yet available.

As of February 1, 2021, Taylor Morrison had pulled 20 building permits. Taylor Morrison anticipates base home pricing will range from \$545,000 to \$740,000, with the first production homes sold and closed to individual homeowners by July 2021, and the final production homes sold and closed to individual homeowners by July 2024.

**Financing Plan.** To date, Taylor Morrison has financed its purchase and development of land in the District through internally generated funds and expects to continue doing so. Although Taylor Morrison expects to have sufficient funds available to complete its development activities in the District, commensurate with the timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Taylor Morrison when needed. Any contributions by Taylor Morrison or its affiliates to fund the costs of such development and home construction are entirely

voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Taylor Morrison and other financing by Taylor Morrison is not put into place, there could be a shortfall in the funds required to complete the proposed development by Taylor Morrison in the District and the remaining portions of the development may not be developed.

**About Taylor Morrison.** Taylor Morrison is a subsidiary of Taylor Morrison Home Corporation, a Delaware corporation (“**Taylor Morrison Corp**”). Taylor Morrison Corp’s common stock is publicly traded on the NYSE under the symbol “TMHC.” Taylor Morrison Corp 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. Taylor Morrison Corp is subject to the informational requirements of the Securities Exchange Act of 1934 (the “**Exchange Act**”) and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Taylor Morrison Corp. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents subsequently filed by Taylor Morrison Corp pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Taylor Morrison Corp’s Annual Report and each of its other quarterly and current reports, including any amendments, are available from its website at [www.taylormorrison.com](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.*

## Tri Pointe Homes

**Development Plan (110 MDR Lots; 88 MDR Lots Under Contract).** Tri Pointe Homes currently owns 1 village in the District—Village FD-20A—totaling 110 MDR lots. Tri Pointe Homes is also under contract with the Master Developer to purchase an additional village in the District—Village FD-20B—planned for an additional 88 MDR lots. Tri Pointe Homes has begun homebuilding activities in Village FD-20A, and as of February 1, 2021 (the effective date of the appraisal), Tri Pointe Homes had 6 homes under construction and 104 finished lots. Its marketing name for the homes in Village FD-20A is “Illumination at Solaire.”

The Master Developer is under contract to sell an additional village (FD-20B), planned for 88 MDR lots, to Tri Pointe Homes with a close of escrow projected in April 2021. The lots are currently in blue top condition, with improvement plans and final maps pending with the City for approval. Tri Pointe Homes’ feasibility period ended on March 15, 2021, with close of escrow contingent on (1) the Master Developer starting the required backbone infrastructure necessary for further development of the village (Earl Rush and Silver Spruce Roads), and (2) the City Council approving the issuance of the 2021 Bonds (which occurred on \_\_\_\_\_, 2021). The close of escrow is currently anticipated to occur in April 2021. Tri Pointe Homes envisions the development of the lots in Village FD-20B as an extension of its plans in Village FD-20A.

As of February 1, 2021, Tri Pointe Homes had pulled 6 building permits. Tri Pointe Homes anticipates base home pricing will range from \$500,000 to \$530,000, with the first production homes sold and closed to individual homeowners by July 2021, and the final production homes sold and closed to individual homeowners by December 2023.



**Financing Plan.** To date, Tri Pointe Homes has financed its land acquisition and home construction costs related to its activities in the District through internal sources, including funding from its parent, Tri Pointe Homes, Inc., a Delaware corporation (“**Tri Pointe**”). Tri Pointe Homes intends to use this source of funds to finance its remaining home construction costs and carrying costs for its activities in the District until full sell-out of all of its planned homes in the District. However, home sales revenues from Tri Pointe Homes’s activities in the District are swept daily from Tri Pointe Homes for use in corporate operations, to pay down debt and for other corporate purposes and may be diverted to other Tri Pointe Homes and Tri Pointe needs at the discretion of management. Although Tri Pointe Homes expects to have sufficient funds available to complete its planned development of its property within the District, there can be no assurance that amounts necessary to finance the remaining planned development and home construction costs will be available to Tri Pointe Homes when needed. While Tri Pointe has made such internal funding available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither Tri Pointe Homes nor any other entity or person is under any legal obligation of any kind to expend funds for the development of the property in the District, or the payment of ad valorem property taxes or other taxes. Any contributions by Tri Pointe Homes or any other entity or person, including its affiliates, to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Tri Pointe Homes within the District and other financing is not put into place, there could be a shortfall in the funds required to complete the proposed development by Tri Pointe Homes in the District and the remaining portions of the development may not be developed. Many factors beyond Tri Pointe Homes’ control, or a decision by Tri Pointe Homes to alter its current plans, may cause the actual sources and uses to differ from the projections. See “SPECIAL RISK FACTORS.”

**About Tri Pointe Homes.** Tri Pointe Homes is a wholly owned subsidiary of Tri Pointe, a publicly traded company whose common stock is listed on the NYSE under the ticker symbol “TPH”. Tri Pointe is engaged in the design, construction and sale of innovative single-family attached and detached homes in 15 markets across ten states and the District of Columbia. Effective January 15, 2021, Tri Pointe changed its corporate name from “TRI Pointe Group, Inc.” to “Tri Pointe Homes, Inc.” and consolidated its six regional homebuilding brands into one unified name—Tri Pointe Homes. Tri Pointe is subject to the informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Tri Pointe. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents filed by Tri Pointe pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes.

Copies of Tri Pointe’s most recent Annual Report on Form 10-K and each of its other quarterly and current reports, including any amendments, are available in the “investors” portion of its website at [www.tripointehomes.com](http://www.tripointehomes.com). *The foregoing website addresses and references to filings with the SEC are given for reference and convenience only, and the information on such websites and on file with the SEC does not form a part of this Official Statement and is not incorporated by reference herein. No representation is made in this Official Statement as to the accuracy or adequacy of the information contained on such websites. The information contained on such websites may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter.*

## Beazer Homes

**Development Plan (76 LDR Lots).** Village 1 in the District – Village FD-22A – is comprised of 76 LDR lots. The 76 LDR lots in Village FD-22A were initially purchased from the Master Developer by a land-banking entity, Solaire-Roseville LP. Pursuant to a land-banking arrangement between Solaire-Roseville LP and Beazer Homes Holdings, LLC (“Beazer Homes”), Beazer Homes acquired an option to purchase the 76 lots for the construction of single-family homes pursuant to a take-down schedule as set forth below. Beazer Homes currently owns 14 lots (Phases 1 and 2 of the take-down schedule). As of February 1, 2021 (the effective date of the appraisal), Beazer Homes had commenced but not completed in-tract improvements for Village FD-22A. Beazer Homes is expected to commence homebuilding in April 2021. Model homes are currently being constructed. The marketing name for the homes in Village FD-22A is Verrado.

### Verrado - Roseville, CA Schedule of Lot Take-Downs

| Phase        | Number of Lots | Lot Numbers                                      | Anticipated Date of Builder Acquisition |
|--------------|----------------|--------------------------------------------------|-----------------------------------------|
| Phase 1      | 4              | Lots: 73, 74, 75, 76                             | 1/25/2021                               |
| Phase 2      | 10             | Lots: 35, 36, 69, 70, 71, 37, 38, 39, 67, 68     | 3/25/2021                               |
| Phase 3      | 10             | Lots: 40, 41, 64, 65, 66, 42, 43, 44, 62, 63     | 7/25/2021                               |
| Phase 4      | 11             | Lots: 45, 46, 47, 59, 60, 61, 54, 55, 56, 57, 58 | 10/25/2021                              |
| Phase 5      | 9              | Lots: 50, 51, 52, 53, 18, 19, 20, 48, 49         | 1/25/2022                               |
| Phase 6      | 10             | Lots: 15, 17, 21, 22, 23, 13, 14, 15, 24, 25     | 4/25/2022                               |
| Phase 7      | 10             | Lots: 11, 12, 26, 27, 28, 8, 9, 10, 29, 30       | 7/25/2022                               |
| Phase 8      | 12             | Lots: 5, 6, 7, 31, 32, 33, 1, 2, 3, 4, 34, 72    | 10/25/2022                              |
| <b>TOTAL</b> | <b>76</b>      |                                                  |                                         |

Beazer Homes anticipates base home pricing will range from \$475,000 to \$545,000, with the first production homes sold and closed to individual homeowners by October 2021, and the final production homes sold and closed to individual homeowners by July 2023.

**Financing Plan.** To date, Beazer Homes has financed its purchase and development of land in the District through internally generated funds and expects to continue doing so. Although Beazer Homes expects to have sufficient funds available to complete its development activities in the District, commensurate with the timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to Beazer Homes when needed. Any contributions by Beazer Homes or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by Beazer Homes and other financing by Beazer Homes is not put into place, there could be a shortfall in the funds required to complete the proposed development by Beazer Homes in the District and the remaining portions of the development may not be developed.

**About Beazer Homes.** Beazer Homes is a subsidiary of Beazer Homes USA, Inc., a Delaware corporation ("**Beazer Homes Corp**"). Beazer Homes Corp's common stock is publicly traded on the NYSE under the symbol "BZH." Beazer Homes Corp is one of the largest public homebuilders in the United States, operating in more than a dozen states and having its headquarters in Atlanta, Georgia. Beazer Homes Corp is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Beazer Homes Corp. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents subsequently filed by Beazer Homes Corp pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Beazer Homes Corp's Annual Report and each of its other quarterly and current reports, including any amendments, are available from its website at [www.beazer.com](http://www.beazer.com). *The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

#### **K. Hovnanian**

**Development Plan (33 LDR Lots).** K. Hovnanian currently owns 1 village in the District – Village FD-4 – totaling 33 LDR lots. K Hovnanian is expected to commence homebuilding in Village FD-4 in September 2021. As of February 1, 2021 (the effective date of the appraisal), K. Hovnanian's 33 LDR lots remained in blue top condition.

K. Hovnanian anticipates base home pricing will range from \$475,000 to \$510,000, with the first production homes sold and closed to individual homeowners by February 2022, and the final production homes sold and closed to individual homeowners by September 2022.

**Financing Plan.** To date, K. Hovnanian has financed its purchase and development of land in the District through internally generated funds and expects to continue doing so. Although K. Hovnanian expects to have sufficient funds available to complete its development activities in the District, commensurate with the timing described in this Official Statement, there can be no assurance, however, that amounts necessary to finance the remaining development and home construction costs will be available to K. Hovnanian when needed. Any contributions by K. Hovnanian or its affiliates to fund the costs of such development and home construction are entirely voluntary. If and to the extent that internal funding, including but not limited to home sales revenues, are inadequate to pay the costs to complete the planned development by K. Hovnanian and other financing by K. Hovnanian is not put into place, there could be a shortfall in the funds required to complete the proposed development by K. Hovnanian in the District and the remaining portions of the development may not be developed.

**About K. Hovnanian.** K. Hovnanian is a subsidiary of Hovnanian Enterprises, Inc., a Delaware corporation ("**Hovnanian**"), which is a large publicly traded diversified real estate company based in New Jersey. Hovnanian's common stock is publicly traded on the NYSE under the symbol "HOV." Hovnanian is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information, including financial statements, with the SEC. The SEC maintains an Internet web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC, including Hovnanian. The address of such Internet web site is [www.sec.gov](http://www.sec.gov). All documents subsequently filed by Hovnanian pursuant to the requirements of the Exchange Act after the date of

this Official Statement will be available for inspection in such manner as the SEC prescribes. Copies of Hovnanian's Annual Report and each of its other quarterly and current reports, including any amendments, are available from Hovnanian's website at [www.khov.com](http://www.khov.com). *The website address is given for reference and convenience only. The information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on the website is a part of this Official Statement or incorporated into this Official Statement by reference.*

## THE IMPROVEMENTS

### Eligible Facilities

The 2021 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. These Improvements generally consist of backbone roads and other transportation improvements, potable and non-potable water system improvements, drainage system improvements, wastewater system improvements, solid waste improvements, parks and paseos, and open space.

### Estimated Cost of the Improvements

**General.** The total estimated cost of the Improvements for the District is approximately \$24.2 million, as shown below. The 2021 Bonds are expected to provide a portion of that cost. Additional infrastructure will be required for areas of future phases and Additional Bonds are expected to be sold in the future.

**Table 3A**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Summary of Authorized Facilities and Estimated Cost in the District**

| Facility Category            | Estimated Cost      |
|------------------------------|---------------------|
| Roadway                      | \$4,822,568         |
| Sanitary Sewer               | 860,023             |
| Water (Potable and Recycled) | 3,572,543           |
| Storm Drain                  | 4,717,787           |
| Dry Utilities                | 3,158,352           |
| Miscellaneous and Soft Costs | 7,041,476           |
| <b>Total</b>                 | <b>\$24,172,749</b> |

*Source: Master Developer.*

**Funding Sources.** In connection with the issuance of the 2019 Bonds, the City and the Master Developer entered into a Funding, Construction and Acquisition Agreement (the "**Acquisition Agreement**") which provides that the Master Developer will construct (or cause to be constructed or funded) the Improvements, and the City, upon completion of construction and acceptance (or through progress payments prior to completion of the entire Improvement), will purchase the Improvements or reimburse the Master Developer for expended amounts from the proceeds of the Bonds and/or Special Taxes on a pay-as-you-go basis. The Master Developer will be responsible for the portion of the cost of construction of the Improvements not paid with Bond proceeds. There

are currently no construction loans or deeds of trust encumbering property currently within the District.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the “pay-as-you-go” component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service. The City contemplates utilizing this funding mechanism during the time the Bonds are outstanding. Additionally, after the final maturity date of the Bonds and any additional bonds issued to reimburse developers for costs of the Improvements, the City expects to continue to levy Special Taxes for payment of the “Development Impact Fee Deferral” (as defined in the Special Tax Formula) which levy may secure future bonds issued after payment in full of the Bonds and any additional bonds issued under the Fiscal Agent Agreement. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” and “ – Special Tax Fund.”

### Master Developer Sources and Uses of Funds

The following table shows estimated sources and uses for the Master Developer related to the development of the remaining land within the District that is owned by the Master Developer and the timing of such sources and uses.

**Table 3B**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Proposed Financing Plan to Complete Development of District<sup>(1)</sup>**

|                                         | <b>2020</b>      | <b>2021</b>        | <b>Total</b>      |
|-----------------------------------------|------------------|--------------------|-------------------|
| <b>Land Development Expenses</b>        |                  |                    |                   |
| Mitigation Purchases (CFD Eligible)     | \$556,000        | --                 | \$556,000         |
| Grading (Not CFD Eligible)              | 243,315          | \$1,665,386        | 1,908,701,        |
| Backbone Facilities (CFD Eligible)      | 2,377,441        | 4,895,376          | 7,272,817         |
| <b>Total Land Development Expenses</b>  | <b>3,176,756</b> | <b>6,560,762</b>   | <b>9,737,518</b>  |
| <b>Revenues - Land/Lot Sales</b>        |                  |                    |                   |
| Owners' Equity                          | \$3,176,756      | --                 | \$3,176,756       |
| Village Lot Sales/Acreage Sales         | --               | 2,000,000          | 2,000,000         |
| CFD Proceeds                            | --               | 7,000,000          | 7,000,000         |
| <b>Total Revenue</b>                    | <b>3,176,756</b> | <b>9,000,000</b>   | <b>12,176,756</b> |
| Cash Flow Before Construction Financing | --               | --                 | 2,439,238         |
| <b>Cumulative Cash Flow (Yearly)</b>    | <b>--</b>        | <b>\$2,439,238</b> | <b>2,439,238</b>  |

(1) Estimated as of March 2021; actual amount may differ.  
Source: Master Developer.

## VALUE OF PROPERTY WITHIN THE DISTRICT

### The Appraisal

**General.** Integra Realty Resources, Sacramento, California (the “Appraiser”) prepared an appraisal report with a date of value of February 1, 2021 (the “Appraisal”). The Appraisal was prepared at the request of the City. The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions and qualifications which are set forth in the Appraisal.

**Property Appraised.** The appraised properties consist of all of the taxable property within the District, which is entitled for 778 single-family residential units (580 LDR units and 198 MDR units). Although a large-lot parcel planned for 172 HDR affordable units and a 7.5 acre parcel planned for commercial uses is part of the larger development project, these parcels are not located within the District and, therefore, were not part of the property appraised. Similarly, open space, park, and similar governmentally-owned parcels not subject to the Special Tax securing the Bonds and were not part of the property appraised.

**Value Estimate.** The Appraisal provides an estimated market value of the appraised property as of the date of value (based on the hypothetical condition the improvements to be financed by the 2021 Bonds were in place as of the date of valuation). The valuation accounts for the impact of the lien of the Special Tax and represents the hypothetical market value (based on the hypothetical condition) of all the taxable land in the District. As of the effective date of the appraisal, February 1, 2021, ownership of land in the District and the appraised value of such land was as follows:

| Owner                                       | Appraised Value <sup>(1)</sup> |
|---------------------------------------------|--------------------------------|
| <b>Taylor Morrison:</b>                     |                                |
| Finished Lots – FD-22B (52)                 | \$8,268,000                    |
| Finished Lots – FD-3 (34)                   | 5,678,000                      |
| Homes Under Construction – FD-22B (8)       | 1,919,582                      |
| Homes Under Construction – FD-3 (12)        | 2,985,373                      |
| Blue Top Lots (74)                          | <u>8,732,000</u>               |
| Sub-Total (180 lots)                        | 27,572,954                     |
| <b>Tri Pointe Homes:</b>                    |                                |
| Finished Lots (104)                         | \$13,520,000                   |
| Homes Under Construction (6)                | <u>1,227,936</u>               |
| Sub-Total (110 lots)                        | 14,747,936                     |
| <b>K. Hovnanian:</b>                        |                                |
| Blue Top Lots (33)                          | <u>\$3,036,000</u>             |
| Sub-Total (33 lots)                         | 3,036,000                      |
| <b>Beazer Homes (Solaire-Roseville LP):</b> |                                |
| Partially-Completed Lots (76)               | <u>\$10,868,000</u>            |
| Sub-Total (76 lots)                         | 10,868,000                     |
| <b>Master Developer:</b>                    |                                |
| Undeveloped land                            | <u>\$29,230,000</u>            |
| <b>Total Aggregate Appraised Value</b>      | <b>\$85,454,890</b>            |

(1) Appraised value provided to land owned by Master Developer is an estimated market value in bulk.

**Appraisal Methodology.** The Appraiser utilized the Sales Comparison Approach to derive the estimated market value of the property in the District. Once a market value per lot was derived, the Appraiser allocated to each ownership entity an estimated value of its holdings. In addition, given the entirety of the undeveloped land in the District is held by the Master Developer and the Master Developer has an obligation to complete additional infrastructure development, the Appraiser discounted its estimate of value provided to the land owned by the Master Developer. The Appraisal notes that the bulk sale value represents the most probable price, in a sale of parcels within the District, to a single purchaser or sales to multiple buyers, over a reasonable absorption period discounted to present value.

**Hypothetical Condition.** *The value estimate is subject to a hypothetical condition, defined as that which is contrary to what exists but is supposed for the purposes of analysis. For purposes of the hypothetical condition, the Appraiser assumed that certain proceeds of the 2021 Bonds are available to reimburse for infrastructure improvements completed.*

**Extraordinary Assumptions.** The Appraisal notes that, according to the Master Developer, total remaining offsite (infrastructure) development costs associated with the appraised property (phases 1 and 2) totals \$4,222,795. The construction fund amount available for infrastructure costs is estimated at \$7,390,000; as such, no additional infrastructure costs are accounted for in the Appraiser's analysis. If, at some future date, it is determined that cost estimates or input factors yielding the anticipated Master Developer contribution for remaining costs are different than actual, the values contained herein could be affected.

The Appraisal also notes that Village FD-1 was scheduled to close escrow from the Master Developer to Taylor Morrison on February 8, 2021. This did, in fact, occur so no changes to the Appraiser's valuation are needed.

**Assumptions and Limiting Conditions.** In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, some of which include the following. See "APPENDIX B – THE APPRAISAL."

- The value estimates assume the completion of the public facilities to be financed by the 2021 Bonds, but not any Additional Bonds that may be issued in the future. See "THE IMPROVEMENTS."
- The Appraiser has assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "APPENDIX B – THE APPRAISAL" hereto for a description of certain assumptions made by the Appraiser. Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

**Exposure Time.** Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the Appraisal. Based on the Appraiser's review of recent sales transactions for similar properties and its analysis of supply and

demand in the local land market, the Appraiser's opinion was that the probable exposure time for the appraised property at the concluded market value stated previously is 12 months.

**Marketing Time.** Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As the Appraiser foresees no significant changes in market conditions in the near term, the Appraiser's opinion was that a reasonable marketing period for the appraised property in bulk is likely to be the same as the exposure time. Accordingly, the Appraiser estimated the marketing period at 12 months.

*No assurance can be given that a sale of the property in bulk by the Master Developer could be achieved or attained over an extended period of time; real estate is cyclical in nature, and it is impossible to accurately forecast and project specific demand over a particular period. See "SPECIAL RISK FACTORS – Property Values and Property Development."*

**Limitations of Appraisal Valuation.** Property values may not be evenly distributed throughout 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 2021 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**

In comparing the value of the real property within the District and the principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. Property owners can also voluntarily add Property Assessed Clean Energy (PACE) assessment liens on their property to finance energy efficiency improvements. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the Master Developer and subsequent merchant homebuilders, and home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be subordinate to the lien of the Special Tax.



**Value to Lien Ratios by Ownership.** The following tables set forth value to lien ratios in the District, based on ownership as of February 1, 2021, projected or maximum special tax rates (as indicated), and certain other assumptions detailed therein.

**Table 4A**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Ownership and Based on FY 2021-22 Projected Special Tax**

| Property Owner                                  | No. of<br>Parcels | Planned<br>SFR<br>Units | Appraised<br>Value <sup>(1)</sup> | FY 2021-22<br>Maximum<br>Tax <sup>(2)</sup> | FY 2021-22<br>Projected<br>Special Tax<br>Levy <sup>(3)(4)*</sup> | Allocable<br>Debt CFD<br>Bonds <sup>(5)(6)*</sup> | Total CFD<br>Bonded<br>Debt <sup>(6) *</sup> | Overlapping<br>Debt <sup>(7)</sup> | Total Direct &<br>Overlapping<br>Debt * | Average<br>Value to<br>Lien<br>Ratios * |
|-------------------------------------------------|-------------------|-------------------------|-----------------------------------|---------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------------|
| Taylor Morrison <sup>(8)</sup>                  | 107               | 180                     | \$27,572,954                      | \$337,089                                   | \$320,651                                                         | \$6,081,642                                       | 38.31%                                       | \$210,486                          | \$6,292,128                             | 4.38                                    |
| TriPointe Homes                                 | 110               | 110                     | 14,747,936                        | 183,111                                     | 183,111                                                           | 3,472,984                                         | 21.88                                        | 29,343                             | 3,502,327                               | 4.21                                    |
| Solaire-Roseville LP <sup>(9)</sup>             | 76                | 76                      | 10,868,000                        | 142,327                                     | 142,327                                                           | 2,699,452                                         | 17.00                                        | 24,452                             | 2,723,904                               | 3.99                                    |
| Solaire Community Builders, LLC <sup>(10)</sup> | 4                 | 379                     | 29,230,000                        | 691,449                                     | 129,111                                                           | 2,448,790                                         | 15.43                                        | 88,921                             | 2,537,711                               | 11.52                                   |
| K. Hovnanian Homes                              | 2                 | 33                      | 3,036,000                         | 61,800                                      | 61,800                                                            | 1,172,132                                         | 7.38                                         | 9,307                              | 1,181,439                               | 2.57                                    |
| <b>Total</b>                                    | <b>299</b>        | <b>778</b>              | <b>\$85,454,890</b>               | <b>\$1,415,776</b>                          | <b>\$837,000</b>                                                  | <b>\$15,875,000</b>                               | <b>100.00%</b>                               | <b>\$362,509</b>                   | <b>\$16,237,509</b>                     | <b>5.26</b>                             |

\* Preliminary, subject to change.

(1) Appraised Values as of February 1, 2021.

(2) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax

(3) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(4) The Projected FY 2021-22 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax

(5) This table allocates the CFD Bonded Debt using the Projected FY 2021-22 Special Tax expected to be levied to each parcel. Since the amount of the District's Projected Special Tax Levy results in the District's Final Map Property to be levied at the Maximum Special Tax while the Tentative Map Property and Large Lot Property is projected to be levied less than the Maximum Special Tax, less CFD Bonded Debt is allocated to these areas of the District in comparison to the more developed portions of the District.

(6) Represents the outstanding balance of \$7,745,000 of the 2019 Bonds and the estimated par amount of 2021 Bonds.

(7) Represents the portion of overlapping debt of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(8) Includes the 74 planned LDR units of Village FD-1 which was purchased by Taylor Morrison on February 8, 2021 from Solarie Community Builders LLC

(9) Beazer Homes has entered into a contract with Solaire-Roseville LP (which is a land-banking entity) regarding the purchase of this property.

(10) TriPointe Homes has entered into a contract with Solaire Community Builders, LLC regarding the purchase of the 88 units of FD-20B.

Sources: Planned Residential Units and Maximum Facilities Special Tax of territory within original District Boundaries - Special Tax Formula; Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services.

**Table 4B**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Ownership and Based on FY 2021-22 Maximum Special Tax**

| <b>Property Owner</b>                           | <b>No. of<br/>Parcels</b> | <b>Planned<br/>SFR<br/>Units</b> | <b>Appraised<br/>Value <sup>(1)</sup></b> | <b>FY 2021-22<br/>Maximum<br/>Tax <sup>(2)</sup></b> | <b>FY 2021-22<br/>Projected<br/>Special Tax<br/>Levy <sup>(3)(4)*</sup></b> | <b>Allocable<br/>Debt CFD<br/>Bonds <sup>(5)(6) *</sup></b> | <b>% of Total<br/>CFD<br/>Bonded<br/>Debt <sup>(6) *</sup></b> | <b>Overlapping<br/>Debt <sup>(7)</sup></b> | <b>Total Direct &amp;<br/>Overlapping<br/>Debt *</b> | <b>Average<br/>Value to<br/>Lien<br/>Ratios *</b> |
|-------------------------------------------------|---------------------------|----------------------------------|-------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------|------------------------------------------------------|---------------------------------------------------|
| Solaire Community Builders, LLC <sup>(10)</sup> | 4                         | 379                              | \$29,230,000                              | \$691,449                                            | \$129,111                                                                   | \$7,753,169                                                 | 48.84%                                                         | \$88,921                                   | \$7,842,090                                          | 3.73                                              |
| Taylor Morrison <sup>(8)</sup>                  | 107                       | 180                              | 27,572,954                                | 337,089                                              | 320,651                                                                     | 3,779,757                                                   | 23.81                                                          | 210,486                                    | 3,990,243                                            | 6.91                                              |
| TriPointe Homes                                 | 110                       | 110                              | 14,747,936                                | 183,111                                              | 183,111                                                                     | 2,053,211                                                   | 12.93                                                          | 29,343                                     | 2,082,554                                            | 7.08                                              |
| Solaire-Roseville LP <sup>(9)</sup>             | 76                        | 76                               | 10,868,000                                | 142,327                                              | 142,327                                                                     | 1,595,903                                                   | 10.05                                                          | 24,452                                     | 1,620,355                                            | 6.71                                              |
| K. Hovnanian Homes                              | 2                         | 33                               | 3,036,000                                 | 61,800                                               | 61,800                                                                      | 692,960                                                     | 4.37                                                           | 9,307                                      | 702,267                                              | 4.32                                              |
| <b>Total</b>                                    | <b>299</b>                | <b>778</b>                       | <b>\$85,454,890</b>                       | <b>\$1,415,776</b>                                   | <b>\$837,000</b>                                                            | <b>\$15,875,000</b>                                         | <b>100.00%</b>                                                 | <b>\$362,509</b>                           | <b>\$16,237,509</b>                                  | <b>5.26</b>                                       |

\* Preliminary, subject to change.

(1) Appraised Values as of February 1, 2021

(2) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax

(3) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(4) The Projected FY 2021-22 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax

(5) This table allocates the CFD Bonded Debt using the FY 2021-22 Maximum Special Tax of each parcel.

(6) Represents the outstanding balance of \$ 7,745,000 of the 2019 Bonds and the [estimated] par amount of 2021 Bonds.

(7) Represents the portion of overlapping debt of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(8) Includes the 74 planned LDR units of Village FD-1 which was purchased by Taylor Morrison on February 8, 2021 from Solarie Community Builders.

(9) Beazer Homes has entered into a contract with Solaire-Roseville LP (which is a land-banking entity) regarding the purchase of this property.

(10) TriPointe Homes has entered into a contract with Solaire Community Builders, LLC regarding the purchase of the 88 units of FD-20B, which sale is anticipated to close in April 2021.

Sources: Planned Residential Units and Maximum Facilities Special Tax of territory within original District Boundaries - Special Tax Formula; Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services.

**Value to Lien Ratios by Development Status.** The following tables set forth value to lien ratios in the District, based on development status as of February 1, 2021, projected or maximum special tax rates (as indicated), and certain other assumptions detailed therein.

**Table 5A**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Development Status and FY 2021-22 Projected Special Tax**

| Development Status <sup>(1)</sup> | Planned SFR Units | Land Use | Appraised Value <sup>(2)</sup> | FY 2021-22 Maximum Tax <sup>(3)</sup> | FY 2021-22 Projected Special Tax Levy <sup>(4)(5)*</sup> | Allocable Debt CFD Bonds <sup>(6)(7) *</sup> | % of Total CFD Bonded Debt <sup>(7) *</sup> | Overlapping Debt <sup>(8)</sup> | Total Direct & Overlapping Debt * | Average Value to Lien Ratios * |
|-----------------------------------|-------------------|----------|--------------------------------|---------------------------------------|----------------------------------------------------------|----------------------------------------------|---------------------------------------------|---------------------------------|-----------------------------------|--------------------------------|
| <b>Homes Under Construction</b>   |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-20A                            | 6                 | MDR      | \$1,227,936                    | \$9,988                               | \$9,988                                                  | \$189,438                                    | 1.19%                                       | \$2,668                         | \$192,106                         | 6.39                           |
| FD-22B                            | 8                 | LDR      | 1,919,582                      | 14,982                                | 14,982                                                   | 284,157                                      | 1.79                                        | 12,971                          | 297,128                           | 6.46                           |
| FD-3                              | 12                | LDR      | 2,975,372                      | 22,473                                | 22,473                                                   | 426,235                                      | 2.68                                        | 16,213                          | 442,448                           | 6.72                           |
| <i>Subtotal</i>                   | 26                |          | \$6,122,890                    | \$47,443                              | \$47,443                                                 | \$899,830                                    | 5.67%                                       | \$31,852                        | \$931,682                         | 6.57                           |
| <b>Finished Lots</b>              |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-20A                            | 104               | MDR      | \$13,520,000                   | \$173,123                             | \$173,123                                                | \$3,283,546                                  | 20.68%                                      | \$26,675                        | \$3,310,221                       | 4.08                           |
| FD-22B                            | 52                | LDR      | 8,268,000                      | 97,381                                | 97,381                                                   | 1,846,981                                    | 11.63                                       | 84,308                          | 1,931,289                         | 4.28                           |
| FD-3                              | 34                | LDR      | 5,678,000                      | 63,672                                | 63,672                                                   | 1,207,638                                    | 7.61%                                       | 58,368                          | 1,266,006                         | 4.48                           |
| <i>Subtotal</i>                   | 190               |          | \$27,466,000                   | \$334,176                             | \$334,176                                                | \$6,338,165                                  | 39.93%                                      | \$169,351                       | \$6,507,516                       | 4.22                           |
| <b>Final Map Lots</b>             |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-22A                            | 76                | LDR      | \$10,868,000                   | \$142,327                             | \$142,327                                                | \$2,699,452                                  | 17.00%                                      | \$24,452                        | \$2,723,904                       | 3.99                           |
| <b>Tentative Map Lots</b>         |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-1                              | 74                | LDR      | \$8,732,000                    | \$138,581                             | \$122,143                                                | \$2,316,631                                  | 14.59%                                      | \$38,626                        | \$2,355,257                       | 3.71                           |
| FD-20B                            | 88                | MDR      | 6,063,158                      | 146,487                               | 129,111                                                  | 2,448,790                                    | 15.43                                       | 24,324                          | 2,473,114                         | 2.45                           |
| FD-4 <sup>(9)</sup>               | 33                | LDR      | 3,036,000                      | 61,800                                | 61,800                                                   | 1,172,132                                    | 7.38                                        | 9,307                           | 1,181,439                         | 2.57                           |
| <i>Subtotal</i>                   | 195               |          | \$17,831,158                   | \$346,868                             | \$313,054                                                | \$5,937,553                                  | 37.40%                                      | \$72,257                        | \$6,009,810                       | 2.97                           |
| <b>Large Lots</b>                 |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-2                              | 117               | LDR      | \$8,255,491                    | \$219,108                             | \$0                                                      | \$0                                          | 0.00%                                       | \$20,507                        | \$20,507                          | N/A <sup>(10)</sup>            |
| FD-5                              | 67                | LDR      | 6,117,946                      | 125,472                               | 0                                                        | 0                                            | 0.00                                        | 21,059                          | 21,059                            | N/A <sup>(10)</sup>            |
| FD-9                              | 107               | LDR      | 8,793,405                      | 200,382                               | 0                                                        | 0                                            | 0.00                                        | 23,031                          | 23,031                            | N/A <sup>(10)</sup>            |
| <i>Subtotal</i>                   | 291               |          | \$23,166,842                   | \$544,962                             | \$0                                                      | \$0                                          | 0.00%                                       | \$64,597                        | \$64,597                          | N/A <sup>(10)</sup>            |
| <b>Total</b>                      | <b>778</b>        |          | <b>\$85,454,890</b>            | <b>\$1,415,776</b>                    | <b>\$837,000</b>                                         | <b>\$15,875,000</b>                          | <b>100.00%</b>                              | <b>\$362,509</b>                | <b>\$16,237,509</b>               | <b>5.26</b>                    |

\* Preliminary, subject to change.

(1) Development Status as of February 1, 2021

(2) Appraised Values as of February 1, 2021

(3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax.

(4) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(5) The amount of the Projected FY 2021-22 Special Tax would result in the District's Final Map ("Developed") Property being levied at 100% of Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax.

(6) This table allocates the CFD Bonded Debt using the Projected FY 2021-22 Special Tax expected to be levied to each parcel. Since the amount of the District's Projected Special Tax Levy results in the District's Final Map Property to be levied at the Maximum Special Tax while the Tentative Map Property and Large Lot Property is projected to be levied less than the Maximum Special Tax, less CFD Bonded Debt is allocated to these areas of the District in comparison to the more developed portions of the District.

(7) Represents the outstanding balance of \$7,745,000 of the 2019 Bonds and the estimated par amount of 2021 Bonds.

(8) Represents the portion of overlapping debt of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(9) F-4 is projected to be taxed as Developed Property in FY 2021-22 as its final subdivision map is expected to be recorded prior to April 30, 2021.

(10) No CFD Debt is allocated to Large Lot Property as this table allocates CFD Debt by projected FY 2021-22 Special Taxes; therefore, value to lien ratios for these properties are not applicable.

Sources: Development Status - Master Developer; Land use, Planned Residential Units and Maximum Facilities Special Tax by Large Lot within Original District Boundaries - Special Tax Formula; Land use and Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc. as compiled by Willdan Financial Services.

**Table 5B**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Development Status and FY 2021-22 Maximum Special Tax Levy**

| Development Status <sup>(1)</sup> | Planned SFR Units | Land Use | Appraised Value <sup>(2)</sup> | FY 2021-22 Maximum Tax <sup>(3)</sup> | FY 2021-22 Projected Special Tax Levy <sup>(4)(5)*</sup> | Allocable Debt CFD Bonds <sup>(6)(7) *</sup> | % of Total CFD Bonded Debt <sup>(7) *</sup> | Overlapping Debt <sup>(8)</sup> | Total Direct & Overlapping Debt * | Average Value to Lien Ratios * |
|-----------------------------------|-------------------|----------|--------------------------------|---------------------------------------|----------------------------------------------------------|----------------------------------------------|---------------------------------------------|---------------------------------|-----------------------------------|--------------------------------|
| <u>Homes Under Construction</u>   |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-20A                            | 6                 | MDR      | \$1,227,936                    | \$9,988                               | \$9,988                                                  | \$111,995                                    | 0.71%                                       | \$2,668                         | \$114,663                         | 10.71                          |
| FD-22B                            | 8                 | LDR      | 1,919,582                      | 14,982                                | 14,982                                                   | 167,992                                      | 1.06                                        | 12,971                          | 180,963                           | 10.61                          |
| FD-3                              | 12                | LDR      | 2,975,372                      | 22,473                                | 22,473                                                   | 251,989                                      | 1.59                                        | 16,213                          | 268,202                           | 11.09                          |
| <i>Subtotal</i>                   | 26                |          | \$6,122,890                    | \$47,443                              | \$47,443                                                 | \$531,976                                    | 3.35%                                       | \$31,852                        | \$563,828                         | 10.86                          |
| <u>Finished Lots</u>              |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-20A                            | 104               | MDR      | \$13,520,000                   | \$173,123                             | \$173,123                                                | \$1,941,216                                  | 12.23%                                      | \$26,675                        | \$1,967,891                       | 6.87                           |
| FD-22B                            | 52                | LDR      | 8,268,000                      | 97,381                                | 97,381                                                   | 1,091,927                                    | 6.88                                        | 84,308                          | 1,176,235                         | 7.03                           |
| FD-3                              | 34                | LDR      | 5,678,000                      | 63,672                                | 63,672                                                   | 713,950                                      | 4.50                                        | 58,368                          | 772,318                           | 7.35                           |
| <i>Subtotal</i>                   | 190               |          | \$27,466,000                   | \$334,176                             | \$334,176                                                | \$3,747,093                                  | 23.60%                                      | \$169,351                       | \$3,916,444                       | 7.01                           |
| <u>Final Map Lots</u>             |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-22A                            | 76                | LDR      | \$10,868,000                   | \$142,327                             | \$142,327                                                | \$1,595,903                                  | 10.05%                                      | \$24,452                        | \$1,620,355                       | 6.71                           |
| <u>Tentative Map</u>              |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-1                              | 74                | LDR      | \$8,732,000                    | \$138,581                             | \$122,143                                                | \$1,553,899                                  | 9.79%                                       | \$38,626                        | \$1,592,525                       | 5.48                           |
| FD-20B                            | 88                | MDR      | 6,063,158                      | 146,487                               | 129,111                                                  | 1,642,549                                    | 10.35                                       | 24,324                          | 1,666,873                         | 3.64                           |
| FD-4 (9)                          | 33                | LDR      | 3,036,000                      | 61,800                                | 61,800                                                   | 692,960                                      | 4.37                                        | 9,307                           | 702,267                           | 4.32                           |
| <i>Subtotal</i>                   | 195               |          | \$17,831,158                   | \$346,868                             | \$313,054                                                | \$3,889,408                                  | 24.50%                                      | \$72,257                        | \$3,961,665                       | 4.50                           |
| <u>Large Lot</u>                  |                   |          |                                |                                       |                                                          |                                              |                                             |                                 |                                   |                                |
| FD-2                              | 117               | LDR      | \$8,255,491                    | \$219,108                             | \$0                                                      | \$2,456,843                                  | 15.48%                                      | \$20,507                        | \$2,477,350                       | 3.33                           |
| FD-5                              | 67                | LDR      | 6,117,946                      | 125,472                               | 0                                                        | 1,406,908                                    | 8.86                                        | 21,059                          | 1,427,967                         | 4.28                           |
| FD-9                              | 107               | LDR      | 8,793,405                      | 200,382                               | 0                                                        | 2,246,869                                    | 14.15                                       | 23,031                          | 2,269,900                         | 3.87                           |
| <i>Subtotal</i>                   | 291               |          | \$23,166,842                   | \$544,962                             | \$0                                                      | \$6,110,620                                  | 38.49%                                      | \$64,597                        | \$6,175,217                       | 3.75                           |
| <b>Total</b>                      | <b>778</b>        |          | <b>\$85,454,890</b>            | <b>\$1,415,776</b>                    | <b>\$837,000</b>                                         | <b>\$15,875,000</b>                          | <b>100.00%</b>                              | <b>\$362,509</b>                | <b>\$16,237,509</b>               | <b>5.26</b>                    |

\* Preliminary, subject to change.

(1) Development Status as of February 1, 2021

(2) Appraised Values as of February 1, 2021

(3) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax

(4) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(5) The Projected FY 2021-22 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax

(6) This table allocates the CFD Bonded Debt using the FY 2021-22 Maximum Special Tax of each parcel.

(7) Represents the outstanding balance of \$7,745,000 of the 2019 Bonds and the estimated par amount of 2021 Bonds.

(8) Represents the portion of overlapping debt of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(9) F-4 is projected to be taxed as Developed Property in FY 2021-22 as its final subdivision map is expected to be recorded prior to April 30, 2021.

(10) No CFD Debt is allocated to Large Lot Property as this table allocates CFD Debt by projected FY 2021-22 Special Taxes; therefore, value to lien ratios for these properties are not applicable.

Sources: Development Status - Master Developer; Land use, Planned Residential Units and Maximum Facilities Special Tax by Large Lot within Original District Boundaries - Special Tax Formula; Land use and Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc., as compiled by Willdan Financial Services.

**Value to Lien Ratio Categories.** The following table set forth value-to-lien-ratio categories, based on projected or maximum special tax rates (as indicated), and certain other assumptions detailed therein.

**Table 6A**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Development Status and FY 2021-22 Projected Special Tax**

| Value-to-Lien Ratio Range * | Planned SFR Units | Appraised Value <sup>(1)</sup> | FY 2021-22 Maximum Tax <sup>(2)</sup> | FY 2021-22 Projected Special Tax Levy <sup>(3)(4)*</sup> | Allocable Debt CFD Bonds <sup>(5)(6) *</sup> | % of Total CFD Bonded Debt <sup>(6) *</sup> | Overlapping Debt <sup>(7)</sup> | Total Direct & Overlapping Debt * | Average Value to Lien Ratios * |
|-----------------------------|-------------------|--------------------------------|---------------------------------------|----------------------------------------------------------|----------------------------------------------|---------------------------------------------|---------------------------------|-----------------------------------|--------------------------------|
| 6:1 to 6.99:1               | 26                | \$6,122,890                    | \$47,443                              | \$47,443                                                 | \$899,830                                    | 5.67%                                       | \$31,852                        | \$931,682                         | 6.57                           |
| 4:1 to 4.99:1               | 190               | 27,466,000                     | 334,176                               | 334,176                                                  | 6,338,165                                    | 39.93                                       | 169,351                         | 6,507,516                         | 4.22                           |
| 3:1 to 3.99:1               | 150               | 19,600,000                     | 280,908                               | 264,470                                                  | 5,016,083                                    | 31.60                                       | 63,078                          | 5,079,161                         | 3.86                           |
| 2:1 to 2.99:1               | 121               | 9,099,158                      | 208,287                               | 190,911                                                  | 3,620,922                                    | 22.81                                       | 33,631                          | 3,654,553                         | 2.49                           |
| Unallocated <sup>(8)</sup>  | 291               | 23,166,842                     | 544,962                               | 0                                                        | 0                                            | 0.00                                        | 64,597                          | 64,597                            | N/A                            |
| <b>Total</b>                | <b>778</b>        | <b>\$85,454,890</b>            | <b>\$1,415,776</b>                    | <b>\$837,000</b>                                         | <b>\$15,875,000</b>                          | <b>100.00%</b>                              | <b>\$362,509</b>                | <b>\$16,237,509</b>               | <b>5.26</b>                    |

\* Preliminary, subject to change.

(1) Appraised Values as of February 1, 2021

(2) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax

(3) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(4) The Projected FY 2021-22 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax

(5) This table allocates the CFD Bonded Debt using the Projected FY 2021-22 Special Tax expected to be levied to each parcel. Since the amount of the District's Projected Special Tax Levy results in the District's Final Map Property to be levied at the Maximum Special Tax while the Tentative Map Property and Large Lot Property is projected to be levied less than the Maximum Special Tax, less CFD Bonded Debt is allocated to these areas of the District in comparison to the more developed portions of the District.

(6) Represents the outstanding balance of \$ 7,745,000 of the 2019 Bonds and the [estimated] par amount of 2021 Bonds.

(7) Represents the portion of overlapping debt liens of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

(8) Represents planned units receiving no allocation of CFD Debt. These planned units as not expected to be levied in FY 2021-22 and this table allocates debt by projected FY 2021-22 Special Taxes.

Sources: Planned Residential Units and Maximum Facilities Special Tax of territory within original District Boundaries - Special Tax Formula; Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services.

**Table 6B**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Value to Lien Ratios – By Development Status and FY 2021-22 Maximum Special Tax Levy**

| Value-to-Lien<br>Ratio Range * | Planned SFR<br>Units | Appraised<br>Value <sup>(1)</sup> | FY 2021-22<br>Maximum Tax <sup>(2)</sup> | FY 2021-22<br>Projected Special<br>Tax Levy <sup>(3)(4)*</sup> | Allocable Debt<br>CFD Bonds <sup>(5)(6) *</sup> | % of Total CFD<br>Bonded Debt <sup>(6) *</sup> | Overlapping<br>Debt <sup>(7)</sup> | Total Direct &<br>Overlapping<br>Debt * | Average Value<br>to Lien Ratios * |
|--------------------------------|----------------------|-----------------------------------|------------------------------------------|----------------------------------------------------------------|-------------------------------------------------|------------------------------------------------|------------------------------------|-----------------------------------------|-----------------------------------|
| 10:1 to 11.99:1                | 26                   | \$6,122,890                       | \$47,443                                 | \$47,443                                                       | \$531,976                                       | 3.35%                                          | \$31,852                           | \$563,828                               | 10.86                             |
| 5:1 to 7.99:1                  | 340                  | 47,066,000                        | 615,084                                  | 598,646                                                        | 6,896,895                                       | 43.45%                                         | 232,429                            | 7,129,324                               | 6.60                              |
| 3:1 to 4.99:1                  | 412                  | 32,266,000                        | 753,249                                  | 190,911                                                        | 8,446,129                                       | 53.20%                                         | 98,228                             | 8,544,357                               | 3.78                              |
| <b>Total</b>                   | <b>778</b>           | <b>\$85,454,890</b>               | <b>\$1,415,776</b>                       | <b>\$837,000</b>                                               | <b>\$15,875,000</b>                             | <b>100.00%</b>                                 | <b>\$362,509</b>                   | <b>\$16,237,509</b>                     | <b>5.26</b>                       |

\* Preliminary, subject to change.

(1) Appraised Values as of February 1, 2021

(2) Maximum Tax in this table refers to Maximum Annual Facilities Special Tax

(3) Special Tax and the Projected Special Tax Levy in this table refer to Special Facilities Tax.

(4) The Projected FY 2021-22 Special Tax Levy assumes the levy of the District's Final Map ("Developed") Property at 100% of the Maximum Special Tax while each Small Lot Tentative map Parcel would be taxed at approximately 88% of Maximum Special Tax and Large Lot Property would receive no Special Tax

(5) This table allocates the CFD Bonded Debt using the FY 2021-22 Maximum Special Tax of each parcel.

(6) Represents the outstanding balance of \$ 7,745,000 of the 2019 Bonds and the [estimated] par amount of 2021 Bonds.

(7) Represents the portion of overlapping debt liens of the District's taxable parcels as of March 1, 2021 as summarized under the "Direct and Overlapping Tax and Assessment Debt" table in the overlapping debt report prepared by California Municipal Statistics, Inc.

Sources: Planned Residential Units and Maximum Facilities Special Tax of territory within original District Boundaries - Special Tax Formula; Planned Residential Units within Annexation Area No. 1 - Master Developer; Appraised Value - Integra Realty Resources; Overlapping Debt - California Municipal Statistics, Inc, as compiled by Willdan Financial Services.

## Special Tax Collections and Delinquencies

The following table shows the Special Tax levy and collections information for the District for Fiscal Year 2020-21.

**Table 7**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Special Tax Collections and Delinquencies**

| <b>Fiscal Year</b>     | <b>Annual Special Taxes Levied</b> | <b>No. of Parcels Levied</b> | <b>Amount Collected <sup>(2)</sup></b> | <b>Amount Delinquent <sup>(2)(3)</sup></b> | <b>No. of Parcels Delinquent</b> | <b>Percent Levy Delinquent</b> |
|------------------------|------------------------------------|------------------------------|----------------------------------------|--------------------------------------------|----------------------------------|--------------------------------|
| 2020-21 <sup>(1)</sup> | \$440,387                          | 6                            | \$220,194                              | \$0                                        | 0                                | 0.00%                          |

(1) The District was first levied in fiscal year 2020-21

(2) Delinquency information for fiscal year 2020-21 reflects the collection of the first installment only as the second installment has not yet become due.

(3) Delinquent amounts and collections shown above do not include penalties, interest or fees.

Source: Placer County Tax Collector and City of Roseville, compiled by Willdan Financial Services.

## Overlapping Liens and Priority of Lien

The principal of and interest on the Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Set forth below is an overlapping debt table showing the existing direct and overlapping bonded debt payable with respect to property within the District. This table has been prepared by California Municipal Statistics Inc. as of the date indicated, and is included for general information purposes only. The City has not reviewed the data for completeness or accuracy and makes no representations in connection therewith. In addition to bonded debt, property in the District is also subject to special taxes authorized to be levied on behalf of the City's Sierra Vista Community Facilities District No. 2 (Public Services) and Community Facilities District No. 3 (Municipal Services) for municipal services, which districts provide for escalating annual special taxes on residential property. The Fiscal Year 2021-22 maximum tax rate is \$506.44 per lot (LDR and MDR) for CFD No. 2 and the Fiscal Year 2021-22 amounts are projected to be \$488.88 per lot (LDR)/\$285.66 per lot (MDR) for CFD No. 3; the CFD No. 3 tax rates are subject to annual escalation up to 4% depending on the City's public safety budget each year, and the rates above assume a maximum 4% increase for Fiscal Year 2021-22.

The overlapping debt table reflects the Fiscal Year 2020-21 assessed value of property in the District; higher assessed value amounts in future years (as a result of sales of land to the Merchant Builders and future sales to individual homeowners) will increase the expected general obligation bond levies set forth in the following table.

**Table 8**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Summary of Overlapping Debt**  
**As of March 1, 2021**

2020-21 Local Secured Assessed Valuation: \$16,215,591

| <u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>                         | <u>% Applicable</u> | <u>Debt</u>        |     |
|--------------------------------------------------------------------------------|---------------------|--------------------|-----|
| Sierra Joint Community College SFID No. 4 General Obligation Bonds             | 0.022%              | \$ 15,487          |     |
| Roseville Joint Union High School District General Obligation Bonds            | 0.034               | 43,941             |     |
| Roseville Joint Union High School District SFID No. 1 General Obligation Bonds | 0.351               | 226,818            |     |
| Center Joint Unified School District General Obligation Bonds                  | 0.185               | 69,339             |     |
| Roseville City School District General Obligation Bonds                        | 0.058               | 6,924              |     |
| <b>City of Roseville SVSP Westpark-Federico CFD No. 1</b>                      | <b>100.000</b>      | <b>7,745,000</b>   | (1) |
| <b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>                    |                     | <b>\$8,107,509</b> |     |

| <u>OVERLAPPING GENERAL FUND DEBT:</u>                                            |        |                 |  |
|----------------------------------------------------------------------------------|--------|-----------------|--|
| Placer County Certificates of Participation                                      | 0.019% | \$ 3,694        |  |
| Placer County Office of Education Certificates of Participation                  | 0.019  | 92              |  |
| Sierra Joint Community College District Certificates of Participation            | 0.015  | 255             |  |
| Roseville City School District Certificates of Participation                     | 0.058  | 2,063           |  |
| City of Roseville Certificates of Participation                                  | 0.064  | 12,270          |  |
| Placer County Mosquito and Vector Control District Certificates of Participation | 0.019  | 458             |  |
| <b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>                                       |        | <b>\$18,832</b> |  |

**COMBINED TOTAL DEBT** **\$8,126,341** (2)

Ratios to 2020-21 Assessed Valuation:

**Direct Debt (\$7,745,000).....47.76%**  
 Total Direct and Overlapping Tax and Assessment Debt ...50.00%  
 Combined Total Debt .....50.11%

(1) Excludes the 2021 Bonds to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

There can be no assurance that the Master Developer, its affiliates or any subsequent owner will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities; however, no other special districts are currently contemplated by the City or the Master Developer.

Private liens, such as deeds of trust securing loans obtained by the Master Developer, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.



## Estimated Tax Burden on Single-Family Homes

Based on estimated sales prices for the smallest floorplan for LDR and MDR homes provided by the Master Developer, the Special Tax Administrator has projected that the overall tax burden for the smallest floorplan homes planned for land in the District within the Roseville school districts will be approximately 1.58% to 1.63%, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

**Table 9A**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Projected Overall Tax Burden for Single-Family Residential Parcels**  
**in Roseville School Districts**  
**Fiscal Year 2021-22**

|                                                                                       | Land Use Designations |                      |         |
|---------------------------------------------------------------------------------------|-----------------------|----------------------|---------|
|                                                                                       | MDR                   | LDR                  |         |
| Net Taxable Value                                                                     | Value                 | Value                |         |
| Average Assessed Value <sup>(1)</sup>                                                 | \$469,000             | \$600,000            |         |
| Less: Homeowner's Exemption                                                           | (\$7,000)             | (\$7,000)            |         |
| Net Taxable Value                                                                     | \$462,000             | \$593,000            |         |
| Ad Valorem Property Taxes <sup>(2)</sup>                                              | Rate                  | Taxes <sup>(3)</sup> | Taxes   |
| Base Property Tax                                                                     | 1.000000%             | \$4,620              | \$5,930 |
| Sierra Coll SFID #4 B&I 2018 Series A                                                 | 0.014969%             | 69                   | 89      |
| Rsvl City Elem B&I 2002 Series A Non Refunding                                        | 0.005438%             | 25                   | 32      |
| Rsvl City Elem B&I 2002 A&B Partial Refunding 2011                                    | 0.004398%             | 20                   | 26      |
| Rsvl High B&I 1992                                                                    | 0.003871%             | 18                   | 23      |
| Rsvl High B&I 2004 Series C Non Refunding                                             | 0.000797%             | 4                    | 5       |
| Rsvl High B&I 2004 A B & C Ref 2013                                                   | 0.020911%             | 97                   | 124     |
| Rsvl High B&I 2008 SFID #1 11A Non-Ref 2016B                                          | 0.002123%             | 10                   | 13      |
| Rsvl High B&I 2008 SFID #1 11A Ref 2016B                                              | 0.005075%             | 23                   | 30      |
| Rsvl High B&I 2008 SFID #1 Series 2017                                                | 0.007406%             | 34                   | 44      |
| Rsvl High B&I 2008 SFID #1 Series 2018                                                | 0.018974%             | 88                   | 113     |
| Rsvl High B&I 2016 Series A                                                           | 0.009940%             | 46                   | 59      |
| Rsvl High B&I 2016 Series B                                                           | 0.006326%             | 29                   | 38      |
| Total Ad Valorem Property Taxes                                                       | 1.100228%             | \$5,083              | \$6,524 |
| Parcel Charges, Special Taxes and Assessments <sup>(4)</sup>                          | Charges               | Charges              | Charges |
| Placer Mosquito & Vector <sup>(5)</sup>                                               | \$6                   | \$6                  | \$6     |
| City of Roseville SVSP Westpark-Federico CFD No. 1 (Public Facilities) <sup>(6)</sup> | 1,665                 | 1,873                | 1,873   |
| City of Roseville, Sierra Vista CFD # 2 (Public Services) <sup>(7)</sup>              | 506                   | 506                  | 506     |
| City of Roseville CFD 3, Municipal Services <sup>(8)</sup>                            | 286                   | 488                  | 488     |
| Total Parcel Charges, Assessments, and Special Taxes                                  | \$2,462               | \$2,873              | \$2,873 |
| Total Projected Taxes and Direct Charges                                              | \$7,546               | \$9,398              | \$9,398 |
| Total Effective Tax Rate                                                              | 1.63%                 | 1.58%                | 1.58%   |

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal

(2) Represents each individual FY 2020-21 Ad Valorem Tax Rates for Tax Rate Area 005-071.

(3) Of the 487 single family units that have been tentatively mapped within the District boundary, 454 of these units are subject to a FY 2020-21 ad valorem tax rate of 1.100228% while the remaining 33 planned units within Parcel FD-4 are subject to an ad valorem tax rate of 1.343369%. The remaining 291 units, which comprise of Parcels FD-2, FD-5 and FD- 9 are also subject to an ad valorem tax rate of 1.343369%.

(4) Assumes no PACE related Special Taxes.

(5) FY 2020-21 Charge.

(6) Equal to the applicable Maximum Public Facilities Special Tax for FY 2021-22.

(7) Equal to the applicable Maximum Public Services Special Tax for FY 2021-22.

(8) Equal to the projected Maximum Municipal Services Special Tax for FY 2021-22.

Sources: FY 2020-21 Tax Rate Areas, Ad Valorem Tax Rates and Placer Mosquito & Vector charges - Placer County; Representative Prices of new LDR and MDR homes - Integra Realty Resources, Inc.; Maximum Special Tax Rates of CFD Nos. 1, 2 and 3 - Willdan Financial Services.

Based on estimated sales prices for the smallest floorplan for LDR homes provided by the Master Developer, the Special Tax Administrator has projected that the overall tax burden for the smallest floorplan homes planned for land in the District within the Center Joint Unified School District will be approximately 1.83%, as shown in the following table. The projected overall tax burden for larger floorplan homes is expected to be smaller, as a percentage of the projected assessed value of the homes.

**Table 9B**  
**City of Roseville**  
**SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)**  
**Projected Overall Tax Burden for Single-Family Residential Parcels**  
**in Center Joint Unified School District**  
**Fiscal Year 2021-22**

| <b>Net Taxable Value</b>                                                              |  | LDR Value       |
|---------------------------------------------------------------------------------------|--|-----------------|
| Average Assessed Value <sup>(1)</sup>                                                 |  | \$600,000       |
| Less: Homeowner's Exemption                                                           |  | (\$7,000)       |
| Net Taxable Value                                                                     |  | \$593,000       |
| <b>Ad Valorem Property Taxes <sup>(2)(3)</sup></b>                                    |  | <b>Rate</b>     |
| Base Property Tax                                                                     |  | 1.000000%       |
| Sierra Coll SFID #4 B&I 2018 Series A                                                 |  | 0.014969%       |
| Center Joint Unif B&I                                                                 |  | 0.272000%       |
| Center Joint Unif B&I 2008 Series 2020A                                               |  | 0.056400%       |
| Total Ad Valorem Property Taxes                                                       |  | 1.343369%       |
| <b>Parcel Charges, Special Taxes and Assessments <sup>(4)</sup></b>                   |  | <b>Taxes</b>    |
| Placer Mosquito & Vector <sup>(5)</sup>                                               |  | \$6             |
| City of Roseville SVSP Westpark-Federico CFD No. 1 (Public Facilities) <sup>(6)</sup> |  | \$1,873         |
| City of Roseville, Sierra Vista CFD # 2 (Public Services) <sup>(7)</sup>              |  | \$506           |
| City of Roseville CFD 3, Municipal Services <sup>(8)</sup>                            |  | 488.48          |
| Total Parcel Charges, Assessments, and Special Taxes                                  |  | \$2,873         |
| <b>Total Projected Taxes and Direct Charges</b>                                       |  | <b>\$10,840</b> |
| <b>Total Effective Tax Rate</b>                                                       |  | <b>1.83%</b>    |

(1) Representative new home prices from the "Ability to Pay" section of the Appraisal

(2) Represents each individual FY 2020-21 Ad Valorem Tax Rates for Tax Rate Area 005-071.

(3) Of the 487 single family units that have been tentatively mapped within the District boundary, 454 of these units are subject to a FY 2020-21 ad valorem tax rate of 1.100228% while the remaining 33 planned units within Parcel FD-4 are subject to an ad valorem tax rate of 1.343369%. The remaining 291 units, which comprise of Parcels FD-2, FD-5 and FD- 9 are also subject to an ad valorem tax rate of 1.343369%.

(4) Assumes no PACE related Special Taxes.

(5) FY 2020-21 Charge.

(6) Equal to the applicable Maximum Public Facilities Special Tax for FY 2021-22.

(7) Equal to the applicable Maximum Public Services Special Tax for FY 2021-22.

(8) Equal to the projected Maximum Municipal Services Special Tax for FY 2021-22.

Sources: FY 2020-21 Tax Rate Areas, Ad Valorem Tax Rates and Placer Mosquito & Vector charges - Placer County; Representative Prices of new LDR homes - Integra Realty Resources, Inc.; Maximum Special Tax Rates of CFD Nos. 1, 2 and 3 - Willdan Financial Services.

## **SPECIAL RISK FACTORS**

*The purchase of the 2021 Bonds described in this Official Statement involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision.*

### **Limited Obligation of the City to Pay Debt Service**

The City has no obligation to pay principal of and interest on the 2021 Bonds in the event Special Tax collections are delinquent, other than from amounts, if any, on deposit in the 2021 Reserve Account of the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent, nor is the City obligated to advance funds to pay such debt service on the 2021 Bonds. The 2021 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 2021 Reserve Account of the Reserve Fund and investment income thereon, and the proceeds, if any, from the sale of property in the event of a foreclosure. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." Any tax for the payment of the 2021 Bonds will be limited to the Special Tax to be collected within the jurisdiction of the District.

### **Concentration of Ownership**

Land in the District is currently owned 100% by the Master Developer and the Merchant Builders. Owners of property are not personally obligated to pay the Special Tax attributable to their property. Rather, the Special Tax is an obligation only against the parcel of property, secured by the amount which could be realized in a foreclosure proceeding against the property, and not by any promise of the owner to pay. If the value of the property is not sufficient, taking into account other obligations also constituting a lien against the property, the City, Fiscal Agent and owners of the 2021 Bonds have no recourse against the owner, such as filing a lawsuit to collect money.

Failure of the Master Developer, a Merchant Builder 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 amounts in the 2021 Reserve Account of the Reserve Fund prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax and, consequently, result in the delinquency rate reaching a level that would cause an insufficiency in collection of the Special Tax to meet the District's obligations on the 2021 Bonds. For a description of the Master Developer, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT." In that event, there could be a delay or failure in payments on the 2021 Bonds. See "– Bankruptcy and Foreclosure Delays" below and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

### **Appraised Values**

The Appraisal summarized in APPENDIX B estimates the market value of the taxable property within the District. This market value is merely the present opinion of the Appraiser, and is subject to the assumptions and limiting conditions stated in the Appraisal. The City has not sought the present opinion of any other appraiser of the value of the taxed parcels. A different present opinion of value might be rendered by a different appraiser.

The opinion of value relates to sale by a willing seller to a willing buyer as of the date of valuation, each having similar information and neither being forced by other circumstances to sell or

to buy. Consequently, the opinion is of limited use in predicting the selling price at a foreclosure sale, because the sale is forced and the buyer may not have the benefit of full information.

In considering the estimates of value evidenced by the appraisal, it should be noted that the appraisal is based upon a number of standard and special assumptions which affect the estimates as to value, in addition to hypothetical conditions, as set forth in the Appraisal (see APPENDIX B hereto). The improvements to be financed by the 2021 Bonds were not in place as of the date of inspection; thus, the value estimate is subject to a hypothetical condition (of such improvements being in place)

In addition, the opinion is a present opinion. It is based upon present facts and circumstances. Differing facts and circumstances may lead to differing opinions of value. The appraised market value is not evidence of future value because future facts and circumstances may differ significantly from the present.

No assurance can be given that any of the appraised property in the District could be sold in a foreclosure for the estimated market value contained in the Appraisal. Such sale is the primary remedy available to Bondowners if that property should become delinquent in the payment of Special Taxes.

### **Property Values and Property Development**

The value of Taxable Parcels within the District is a critical factor in determining the investment quality of the 2021 Bonds. If a property owner defaults in the payment of the Special Tax, the District's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land development and land values could be adversely affected by economic and other factors beyond the City's control, such as: a general economic downturn; adverse judgments in future litigation that could affect the scope, timing or viability of development; relocation of employers out of the area; stricter land use regulations; shortages of water, electricity, natural gas or other utilities; destruction of property caused by earthquake, flood or other natural disasters; environmental pollution or contamination.

The Appraisal information included as APPENDIX B sets forth certain assumptions of the Appraiser in estimating the market value of the property within 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 City nor the Underwriter has evaluated development risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District is issuing the 2021 Bonds without regard to any such evaluation. Thus, the creation of the District and the issuance of the 2021 Bonds in no way implies that the City or the Underwriter has evaluated these risks or the reasonableness of these risks.*

The following is a discussion of specific risk factors that could affect the timing or scope of property development in 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 2021 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 2021 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 – 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 2021 Bonds, prospective purchasers should evaluate the risks of noncompletion.

*The Master Developer provides no assurances to the City that the project will be developed or that sources of financing that will actually be available will be sufficient to complete the currently projected development. The Master Developer has no obligation to the City or to owners of the 2021 Bonds to complete the project.*

**Risks of Real Estate Investment Generally.** Continuing development of land within the District may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water or electricity shortages, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the District. In addition, land development operations are subject to comprehensive federal, state and local regulations, including environmental, land use, zoning and building requirements. There can be no assurance that proposed land development operations within the District will not be adversely affected by future government policies, including, but not limited to, governmental policies to restrict or control development, or future growth control initiatives. There can be no assurance that land development operations within the District will not be adversely affected by these risks.

**Natural Disasters.** The value of the parcels in the District in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the parcels in the District and the continued habitability and enjoyment of such private improvements. For example, the areas in and surrounding the District, like those in much of California, may be subject to earthquakes or other unpredictable seismic activity, however, the District is not located in a seismic special studies zone.

Other natural disasters could include, without limitation, landslides, floods, droughts, wildfires or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the parcels may well depreciate.

**Drought.** California has been subject to droughts from time-to-time in the past. Although the City does not believe any future drought would impact development in the District, no assurances can be given in this regard.

The City employs a portfolio approach to its water supplies which includes the use of surface water, groundwater and recycled water. This portfolio approach is designed to provide a more reliable water supply. Surface water is the City's primary water supply which is delivered from the Folsom Reservoir under contracts with the Bureau of Reclamation and the Placer County Water Agency. The City also uses groundwater to supplement its surface water supplies during emergency and drought conditions. These ground water wells are designated to accommodate Aquifer Storage and Recovery (ASR). The City's ASR program allows for the storage of treated surface water in the groundwater basin through direct injection through the ASR wells. This water can be extracted later from the same wells for use during emergency or drought conditions. This water "banking" allows the City to use groundwater without significant impact to the ground water table when surface water supplies are limited. The City also uses recycled water generated from its wastewater treatment facilities for irrigation purposes in commercial landscaping, public rights-of way, parks and golf courses. The use of recycled water reduces the demand for treated water for these purposes and leaving more for domestic use. However, no assurance can be given that a future drought affecting homes in the District would not result in decreased values.

The City indicates it has adequate surface water and groundwater supplies to satisfy the planned development of property in the District in accordance with applicable law and regulations. However, in the event that the City's water supply is severely limited or cut off by virtue of future actions beyond its control resulting from ongoing or future drought conditions, development within the District may be delayed or even stopped. The Development Agreement provides that should the City need to restrict development it must do so City-wide and cannot single out the SVSP Westpark-Federico property in restricting development activity. Any reduction or interruption in the water supply would also likely cause a reduction in the land value and thus a reduction in the security in the event of a need to foreclose on land within the District following a delinquency in the payment of Special Taxes.

**Legal Requirements.** Other events that may affect the value of a parcel include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures. Development in the District may also be adversely affected by the application of laws protecting endangered or threatened species.

**Hazardous Substances.** Any discovery of a hazardous substance detected on property within the District would affect the marketability and the value of some or all of the property in the District. In that event, the owners and operators of a parcel within the District may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are also applicable to property within the District and are as stringent as the federal laws. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels be contaminated by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The values set forth in the Appraisal do not take into account the possible reduction in marketability and value of any of the parcels within the District by reason of the possible liability of the owner (or operator) for the remedy of a hazardous substance condition on a parcel. Although the City is not aware that the owner (or operator) of any of the property within the District has a current liability for a hazardous substance with respect to any of the parcels, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the parcels within the District resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel within the District that is realizable upon a foreclosure sale.

***Endangered and Threatened Species.*** It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

## **Levy and Collection of Special Taxes**

***General.*** The principal source of payment of principal of and interest on the 2021 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

***Limitation on Maximum Special Tax Rate.*** The annual levy of the Special Tax is subject to the Maximum Annual Facilities Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2021 Bonds.

In addition to the Maximum Annual Facilities Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such Fiscal Year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2021 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 2021 Bonds, and certainly not a direct relationship.

***Factors that Could Lead to Special Tax Deficiencies.*** The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

*Transfers to Governmental Entities.* The number of parcels of Taxable Property could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

*Property Tax Delinquencies.* Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See “– Tax Delinquencies” below. There is currently no history of tax levies in the District.

*Delays Following Special Tax Delinquencies and Foreclosure Sales.* The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” and in the Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2021 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the 2021 Reserve Account of the Reserve Fund is depleted. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure.”

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”) has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See “– FDIC/Federal Government Interests in Properties” below.

Other laws generally affecting creditors’ rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.



## **FDIC/Federal Government Interests in Properties**

**General.** The ability of the District to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the Federal Deposit Insurance Corporation (the “**FDIC**”), the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: “This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding.”

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes within the District but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on parity with the Special Taxes and preserve the federal government’s mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association (“**FNMA**”) is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

## **Bankruptcy and Foreclosure Delays**

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid tax, as discussed in “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure,” may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2021 Bonds (including Bond Counsel’s approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings and could result in the possibility of delinquent Special Tax installments not being paid in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2021 Bonds. To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the 2021 Reserve

Account of the Reserve Fund established for the 2021 Bonds could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

To the extent that bankruptcy or similar proceedings were to involve a large property owner, the chances would increase the likelihood that the 2021 Reserve Account of the Reserve Fund could be fully depleted during any resulting delay in receiving payment of delinquent Special Taxes. As a result, sufficient monies would not be available in the 2021 Reserve Account of the Reserve Fund for transfer to the Bond Fund to make up any shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2021 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the “pre-petition taxes”), but unpaid taxes imposed after the filing of the bankruptcy petition (“post-petition taxes”) were declared to be unsecured “administrative expenses” of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court’s ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

*Glasply* was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit’s holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the “Bankruptcy Reform Act”) passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code’s automatic stay provisions, “the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition” by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as “administrative expenses,” rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as “administrative expenses” of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term “*ad valorem* taxes.”

### **Parity Taxes and Special Assessments; Private Debt**

The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District.

Property in the District is currently subject to certain overlapping tax and assessment liens, as shown in the overlapping debt statement. Property in the District is also subject to the special tax of two additional community facilities districts formed to fund services and known as the Sierra Vista Community Facilities District No. 2 (Public Services) and the City’s Community Facilities District No. 3 (Municipal Services). The property is not subject to any other special tax or assessment liens (other than the lien of the Special Tax). See “VALUE OF PROPERTY WITHIN THE DISTRICT – Estimated Tax Burden on Single Family Home.”

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels of taxable property and may be secured by a lien on a parity with the lien of the Special Tax securing the 2021 Bonds. The principal of and interest on the 2021 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 if unpaid. The City, the County and certain other public agencies are authorized by the Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could

include all or a portion of the land within the District. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of taxable property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See “– Bankruptcy and Foreclosure Delays” above.

There can be no assurance that property owners within the District will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities. In addition to liens for special taxes or assessments to finance public improvements of benefit to land within the District, owners of property may obtain loans from banks or other private sources which loans may be secured by a lien on the parcels in the District. Such loans would increase amounts owed by the owner of such parcel with respect to development of its property in the District. However, the lien of such loans would be subordinate to the lien of the Special Taxes.

### **Tax Delinquencies**

Under provisions of the Act, the Special Taxes will be billed to the properties within the District on the regular property tax bills sent to owners of such properties. Such Special Tax installments are due and payable, and bear the same penalties and interest for nonpayment, as do regular property tax installments. Special Tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Special Tax payments in the future.

The annual Special Tax will be billed and collected in two installments payable without penalty by December 10 and April 10. In the event such Special Taxes are not timely paid, moneys available to pay debt service on the 2021 Bonds becoming due on the subsequent respective March 1 and September 1 may be insufficient, except to the extent moneys are available in the 2021 Reserve Account of the Reserve Fund.

In the event of non-payment of Special Taxes, funds in the 2021 Reserve Account of the Reserve Fund, if available, may be used to pay principal of and interest on the 2021 Bonds. If funds in the 2021 Reserve Account of the Reserve Fund for the 2021 Bonds are depleted, the funds can be replenished from the proceeds of the levy and collection of the Special Tax that are in excess of the amount required to pay all amounts to be paid to the 2021 Bond holders pursuant to the Fiscal Agent Agreement. However, no replenishment from the proceeds of a Special Tax levy can occur as long as the proceeds that are collected from the levy of the Special Tax against property within the District at the maximum Special Tax rates, together with other available funds, remains insufficient to pay all such amounts. Thus it is possible that the 2021 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy of the Special Tax.

See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure” for a discussion of the provisions which apply, and procedures which the City is obligated to follow, in the event of delinquency in the payment of Special Taxes. See also “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Special Tax Methodology” for a discussion of a limitation imposed by the Act applicable to Special Tax increases on residential property.

## **No Acceleration Provisions**

The Fiscal Agent Agreement does not contain a provision allowing for the acceleration of any of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bond holder is given the right for the equal benefit and protection of all Bond holders similarly situated to pursue certain remedies. So long as the Bonds are in book-entry form, DTC will be the sole Bond holder and will be entitled to exercise all rights and remedies of Bond holders.

## **Ballot Initiatives**

From time to time, initiative measures qualify for the State ballot pursuant to the State's constitutional initiative process, and those measures could be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State, the City, the County or other local districts to increase revenues or to increase appropriations or on the ability of the landowners to complete the development of the District. See “–Property Values and Property Development – Land Development” above. See also “–Voter Initiatives” below.

## **Voter Initiatives**

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the 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 2021 Bonds.

Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIII C and XIII D to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the “Supermajority Vote to Pass New Taxes and Fees Act”. Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as “fees.” Proposition 26 amended Articles XIII A and XIII C of the State Constitution. The amendments to Article XIII A limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIII C requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes (“special taxes”) require a two-thirds vote.

The Special Taxes and the issuance of special tax bonds of the District 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 2021 Bonds does not require the conduct of further proceedings under the Mello-Roos Act, Proposition 218 or Proposition 26.

Like their antecedents, Proposition 218 and Proposition 26 are likely to undergo both judicial and legislative scrutiny before the impact on the District can be determined. Certain provisions of Proposition 218 and Proposition 26 may be examined by the courts for their constitutionality under both State and federal constitutional law, the outcome of which cannot be predicted.

### **Recent Case Law Related to the Mello-Roos Act**

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the “CCFD”) established by the City of San Diego. The CCFD is a financing district established under the City’s charter (the “Charter”) and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City’s Charter and with applicable provisions of the California Constitution -- specifically Article XIII A, section 4 (“Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district...”) and Article XIII C, section 2(d) (“No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.”) -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were no registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court’s holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters....

53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] ... shall ... be commenced within 30 days after the voters approve the issuance of the bonds or the special tax ...

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: “Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax....”

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Act in 2018. Therefore, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

### **Recent Changes in Tax Law**

H.R. 1 of the 115th U.S. Congress, known as the “Tax Cuts and Jobs Act,” was enacted into law on December 22, 2017 (the “**Tax Act**”). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by merchant builders that purchase lots from the Master Developer. However, neither the City nor the Master Developer can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on Taxable Property within the District. The appraised values do not take into account any of the potential impacts of the Tax Act on home values or home sales in the District.

### **COVID-19 Pandemic**

The spread of the COVID-19 coronavirus pandemic, and responses intended to slow its spread, may result in negative impacts to the homebuilding operations and sales of homes within the District. In addition, no assurance can be given that the property tax payment dates will not be deferred in the future, which may cause a delay in the receipt of Special Taxes by the City for the payment of the Bonds.

In March, 2020, several counties throughout the State announced shelter-in-place (“**Shelter-in-Place**”) emergency orders. On March 19, 2020, California’s Governor announced a similar Shelter-in-Place emergency executive order (N 33-20) effective for the entire State. On May 4, 2020, the Governor announced that the State would soon begin Phase 2 of lifting Shelter-in-Place restrictions, which allowed for many retail stores to re-open and other forms of manufacturing and construction to resume, provided individual counties adhere to certain attestation processes concerning the local spread of COVID-19. Beginning in early May, 2020, Placer County began relaxing its Shelter-in-Place order, consistent with State variances, and allowing certain businesses to reopen. In July 2020, in response to further increases in caseloads throughout the State, the

Governor announced statewide closures of certain businesses, such as indoor gyms and fitness centers, hair and nail salons, malls, places of worship, and non-critical offices. Further actions to alternately loosen and tighten restrictions to slow the spread of COVID-19 are expected as, and to the extent, caseloads continue to fall and rise. Additional shelter-in-place orders were announced for parts of the State in late 2020 due to increased cases of the virus.

Notwithstanding the foregoing, neither the Master Developer nor the Merchant Builders have experienced any material stoppage in development or construction activities with respect to the land in the District, and the City has not experienced any material delinquencies in the payment of Special Taxes impairing its ability to pay debt service on the Bonds.

In addition to the Shelter-in-Place orders described above, as a measure to assist certain taxpayers impacted by COVID-19, on May 6, 2020 the Governor of the State issued Executive Order N-61-20, which waives penalties and interest on property tax installments for residential property occupied by the taxpayer and certain other real property which is used for a small business, subject to certain filing requirements and proof of economic hardship due to COVID-19 or any local, state or federal response to COVID-19. The order applies to taxes levied in Fiscal Year 2019-20 and waives and forgives penalties and interest through May 6, 2021 under certain conditions, including: (i) the property is a residential property occupied by the taxpayer or the property is used for a small business, (ii) the taxes owed were not delinquent as of March 4, 2020, (iii) the taxpayer files for relief in a form prescribed by the tax collector, and (iv) the taxpayer demonstrates economic hardship to the satisfaction of the tax collector. The City cannot predict whether the Executive Order will be extended beyond May 6, 2021. If the Executive Order is extended or modified, it may have an effect on the collection of penalties and interest on delinquent Special Taxes and may otherwise affect a future homeowner's willingness to pay Special Taxes when due..

The COVID-19 outbreak is ongoing, and its duration and severity and economic effects are uncertain in many respects. Uncertain too are the additional actions that may be taken by federal, State and local governmental authorities to contain or mitigate the effects of the outbreak. Negative impacts on the collection of Special Taxes could occur because Special Tax payments are deferred, or some taxpayers may be unable to make their property and special tax payments. Additionally, the value of property on future secured property tax rolls could be reduced, which will not be known until the applicable tax roll is released. The negative impacts of COVID-19 and efforts to contain its spread may reduce or negatively affect the pace of development activity in the District, as well as home sales, home prices, property values and/or the ability or willingness of property owners to pay Special Taxes levied upon their property, all of which could impact the City's ability to pay debt service on the Bonds.

## **Cyber Security**

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the 2021 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2021 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.



## Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including the Master Developer, the merchant builders and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

## CONSTITUTIONAL LIMITATIONS ON TAXATION AND APPROPRIATIONS

Article XIII A of the California Constitution, commonly known as “**Proposition 13**,” provides that each county will levy the maximum *ad valorem* property tax permitted by Proposition 13 and will distribute the proceeds to local agencies in accordance with an allocation formula based in part on pre-Proposition 13 *ad valorem* property tax rates levied by local agencies.

Article XIII A limits the maximum *ad valorem* tax on real property to 1% of “full cash value,” which is defined as the County Assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment. The full cash value may be adjusted annually to reflect increases of no more than 2% per year or decreases in the consumer price index or comparable local data, or declining property value caused by damage, destruction or other factors.

Article XIII A exempts from the 1% tax limitation any taxes to repay indebtedness approved by the voters prior to July 1, 1978, and requires a vote of two-thirds of the qualified electorate to impose Special Taxes or any additional *ad valorem*, sales, or transaction taxes on real property. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State laws resulting in increased tax revenues. On June 3, 1986, California voters approved an amendment to Article XIII A of the California Constitution to allow local governments and school districts to raise their property tax rates above the constitutionally mandated 1% ceiling for the purpose of paying off certain new general obligation debt issued for the acquisition or improvement of real property and approved by two-thirds of the votes cast by the qualified electorate. If any such voter-approved debt is issued, it may be on a parity with the lien of the Special Tax on the parcels within the District.

State and local government agencies in the State, and the State itself are subject to annual appropriation limits, imposed by Article XIII B of the State Constitution. Article XIII B prohibits government agencies and the State from spending “appropriations subject to limitation” in excess of the appropriations limits imposed. “Appropriations subject to limitation” are authorizations to spend “proceeds of taxes,” which consist of tax revenues, certain state subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed the cost reasonably borne by such entity in providing the regulation, product or service. No limit is imposed on appropriations of funds which are not “proceeds of taxes” such as debt service on indebtedness existing or authorized before January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, reasonable user charges or fees and certain other non-tax funds.

## CONTINUING DISCLOSURE

### City

The City has covenanted for the benefit of owners of the 2021 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 Fiscal Year 2020-21 (due April 1, 2022) and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events is summarized in APPENDIX E.

The City believes it currently is in material compliance with all of its continuing disclosure undertakings for the last five years. Notwithstanding the foregoing, in the last five years:

(1) The Annual Reports for Fiscal Year 2014-15 for certain of the City's then-outstanding obligations were not timely filed, without timely notice of late filings.

(2) The City has not, in a timely manner, filed all significant event notices of changes in the ratings of certain then-outstanding obligations resulting from changes in ratings of the bond insurers who insured such obligations or the underlying ratings for such obligations. However, the City has submitted all significant event notices of changes in ratings occurring during the last five years on all currently outstanding obligations.

### Master Developer and Merchant Builders

Each of (1) the Master Developer, (2) Taylor Morrison and (3) Tri Pointe Homes has covenanted for the benefit of owners of the 2021 Bonds to provide certain financial information and operating data relating to the property such owner (or its respective affiliates) owns in the District by not later than April 1st and October 1st of each year, beginning with the report due October 1, 2021 (the "**Developer Periodic Reports**") and to provide notices of the occurrence of certain enumerated events.

The obligation of the Master Developer, Taylor Morrison and Tri Pointe Homes to provide such information is in effect only so long as property within the District that is owned by each such entity (or its respective affiliates) is collectively responsible for 20% or more of the Special Taxes, as described in the Developer Periodic Reports and each owner's undertaking includes a provision that if a portion of such owner's property which is responsible for such 20% is sold, the reporting obligation may be assumed by the new owner and the owner's obligations with respect to such property will be terminated, or if not so assumed, the owner is to report such required information, as applicable to the transferee. See APPENDIX E.

The Master Developer has represented to the City that, during the past five years, the Master Developer and its affiliate, Westpark S.V. 400, LLC, have been in material compliance with their

respective continuing disclosure undertakings; however, it notes that the periodic report of Westpark S.V. 400, LLC that was due October 1, 2016 was filed 10 days late.

Taylor Morrison has represented to the City that, during the past five years,  
\_\_\_\_\_.

Tri Pointe Homes has represented to the City that, during the past five years,  
\_\_\_\_\_. **[Note: To be review/finalized.]**

## UNDERWRITING

The 2021 Bonds were purchased through negotiation by Piper Sandler & Co., as underwriter (the “**Underwriter**”). The Underwriter agreed to purchase the 2021 Bonds at a price of \$\_\_\_\_\_ (which is equal to the par amount of the 2021 Bonds, plus/less an original issue premium/discount of \$\_\_\_\_\_ and less the Underwriter’s discount of \$\_\_\_\_\_). The initial public offering prices set forth on the cover page hereof may be changed by the Underwriter. The Underwriter may offer and sell the 2021 Bonds to certain dealers and others at a price lower than the public offering prices set forth on the cover page hereof.

## MUNICIPAL ADVISOR

The City has retained Hilltop Securities Inc., Encino, California, as registered municipal advisor (the “**Municipal Advisor**”) in connection with the issuance of the 2021 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 2021 Bonds.

## LEGAL OPINION

The validity of the 2021 Bonds and certain other legal matters are subject to the approving opinion of Jones Hall, a Professional Law Corporation, Bond Counsel. A complete copy of the proposed form of Bond Counsel opinion is contained in APPENDIX D to this Official Statement, and the final opinion will be made available to registered owners of the 2021 Bonds at the time of delivery. The fees of Bond Counsel are contingent upon the sale and delivery of the 2021 Bonds.

## TAX MATTERS

**Federal Tax Status.** In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2021 Bonds. The District has made certain representations and covenants in order to

comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2021 Bonds.

***Tax Treatment of Original Issue Discount and Premium.*** If the initial offering price to the public at which a 2021 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes “original issue discount” for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2021 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes “original issue premium” for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2021 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 2021 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2021 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2021 Bonds who purchase the 2021 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2021 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2021 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 2021 Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2021 Bond (said term being the shorter of the 2021 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 2021 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2021 Bond is amortized each year over the term to maturity of the 2021 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 2021 Bond premium is not deductible for federal income tax purposes. Owners of premium 2021 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 2021 Bonds.

***California Tax Status.*** In the further opinion of Bond Counsel, interest on the 2021 Bonds is exempt from California personal income taxes.

***Other Tax Considerations.*** Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2021 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2021 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2021 Bonds, or as to the consequences of owning or receiving interest on the 2021 Bonds, as of any future date. Prospective purchasers of the 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2021 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2021 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2021 Bonds, the ownership, sale or disposition of the 2021 Bonds, or the amount, accrual or receipt of interest on the 2021 Bonds.

### **NO RATINGS**

The City has not applied to a rating agency for the assignment of a rating to the 2021 Bonds and does not contemplate applying for a rating.

### **NO LITIGATION**

At the time of delivery of and payment for the 2021 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 2021 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 2021 Bonds, or in any way contesting or affecting the validity or enforceability of the 2021 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 2021 Bonds or any action of the City contemplated by any of said documents.

### **EXECUTION**

The execution and delivery of this Official Statement by the City has been duly authorized by the City Council on behalf of the District.

### **CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Chief Financial Officer

## **APPENDIX A**

### **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

**APPENDIX B**  
**THE APPRAISAL**

## **APPENDIX C**

### **THE CITY OF ROSEVILLE AND PLACER COUNTY**

*The District is located in the City of Roseville (the “City”), which is located in southwestern Placer County (the “County”), California (the “State”). Certain financial and economic data for the City, County and State are presented in this appendix for information purposes only. The 2020 Bonds are not a debt or obligation of the City, County or State, but are a limited obligation of the City, secured solely by the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement, all as described in more detail in this Official Statement.*

#### **General**

The City is located in the County, which is located in the Sacramento Valley near the foothills of the Sierra Nevada mountain range, about 16 miles northeast of Sacramento and 110 miles northeast of San Francisco. The City presently occupies 43 square miles in the southwestern part of the County and is the largest city in the County as well as the residential and business center of the County. It is bordered by Sacramento County to the south, the City of Rocklin to the north and un-incorporated Placer County to the east and west. The estimated population of the City as of January 1, 2020 was approximately 145,163.

The City has warm summers typical of central California, with an average July temperature of 77 degrees. Winter temperatures are moderate; the average January temperature is 46 degrees. The temperature drops below freezing an average of eight days per year. Rainfall averages 20 inches annually and falls mostly during the winter.

The City is predominately comprised of residential housing, small and large businesses, as well as numerous retail centers, the latter of which play a vital role in the economy of the City and contribute significantly to City and County sales tax receipts. The City has the thirteenth highest retail sales of all cities in the State, and the City is considered a regional shopping destination. The Westfield Galleria at Roseville is the main shopping center in the City and the second largest shopping mall in Northern California. Across from the Westfield Galleria lies the “Fountains at Roseville,” a 330,000 square foot retail center, containing additional stores and several recreation centers. Plans call for future construction of hotel, additional retail, and office buildings in connection with the Fountains at Roseville project. In addition to the Westfield Galleria and Fountains at Roseville, the City has many shopping plazas surrounding the Westfield Galleria and the Douglas Boulevard financial corridor. The City is also home to one of the largest auto malls in the United States and a popular water park, Roseville Golf and SunSplash.

#### **Municipal Government**

The City was incorporated on April 10, 1909 and is a charter city. The City operates under the council-manager form of government, with a five-member City Council. The City Council is transitioning from at-large elections to by-district elections, which transition will be completed in connection with the November 2022 election.

City services include, among others, police and fire protection, library services, street maintenance, and parks and recreation. The City also owns two golf courses and provides its own electricity, water, sewer and refuse services to its citizens.



## Population

The following table sets forth population estimates for the City, County and State for the past five years.

**POPULATION ESTIMATES**  
**City, County and State**  
**Calendar Years 2016 through 2020, as of January 1**

| <u>Year</u> | <u>City of<br/>Roseville</u> | <u>Placer County</u> | <u>State of California</u> |
|-------------|------------------------------|----------------------|----------------------------|
| 2016        | 132,676                      | 376,508              | 39,131,307                 |
| 2017        | 135,398                      | 383,598              | 39,398,702                 |
| 2018        | 137,983                      | 389,387              | 39,586,646                 |
| 2019        | 141,299                      | 395,978              | 39,695,376                 |
| 2020        | 145,163                      | 403,711              | 39,782,870                 |

*Source: California State Department of Finance.*

## Effective Buying Income

Effective buying income (“**EBI**”) is designated as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis. The following table demonstrates the growth in annual estimated EBI for the City, the County, the State and the United States.

### **EFFECTIVE BUYING INCOME (EBI) City, County, State and United States**

| <b>Year</b> | <b>Area</b>       | <b>Total Effective<br/>Buying Income<br/>(000's Omitted)</b> | <b>Median<br/>Household<br/>Effective Buying<br/>Income</b> |
|-------------|-------------------|--------------------------------------------------------------|-------------------------------------------------------------|
| 2017        | City of Roseville | \$4,126,395                                                  | \$66,668                                                    |
|             | Placer County     | 12,122,101                                                   | 65,269                                                      |
|             | California        | 1,036,142,723                                                | 55,681                                                      |
|             | United States     | 8,132,748,136                                                | 48,043                                                      |
| 2018        | City of Roseville | \$4,470,762                                                  | \$70,438                                                    |
|             | Placer County     | 12,967,927                                                   | 69,226                                                      |
|             | California        | 1,113,648,181                                                | 59,646                                                      |
|             | United States     | 8,640,770,229                                                | 50,735                                                      |
| 2019        | City of Roseville | \$4,981,208                                                  | \$75,784                                                    |
|             | Placer County     | 14,736,480                                                   | 74,797                                                      |
|             | California        | 1,183,264,399                                                | 62,637                                                      |
|             | United States     | 9,017,967,563                                                | 52,841                                                      |
| 2020        | City of Roseville | \$4,834,974                                                  | \$72,395                                                    |
|             | Placer County     | 14,333,583                                                   | 72,431                                                      |
|             | California        | 1,243,564,816                                                | 65,870                                                      |
|             | United States     | 9,487,165,436                                                | 55,303                                                      |
| 2021        | City of Roseville | \$5,447,464                                                  | \$77,324                                                    |
|             | Placer County     | 16,085,312                                                   | 76,947                                                      |
|             | California        | 1,290,894,604                                                | 67,956                                                      |
|             | United States     | 9,809,944,764                                                | 56,790                                                      |

*Source: The Nielsen Company (US), Inc for years 2017 through 2018; Claritas, LLC for 2019 through 2021.*

## Employment and Industry

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 7.9 percent in December 2020, down from a revised 6.7 percent in November 2020, and above the year-ago estimate of 3.2 percent. This compares with an unadjusted unemployment rate of 8.8 percent for California and 6.5 percent for the nation during the same period. The unemployment rate was 7.0 percent in El Dorado County, 6.2 percent in Placer County, 8.5 percent in Sacramento County, and 7.0 percent in Yolo County

The following table summarizes the civilian labor force, employment and unemployment, as well as employment by industry, in the Sacramento--Arden-Arcade--Roseville MSA for the years 2015 through 2019. Annual figures are not yet available for 2020.

### **CIVILIAN LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT Sacramento Arden Arcade Roseville Metropolitan Statistical Area (El Dorado, Placer, Sacramento, and Yolo Counties) Civilian Labor Force, Employment and Unemployment Annual Averages**

|                                                         | <b><u>2015</u></b> | <b><u>2016</u></b> | <b><u>2017</u></b> | <b><u>2018</u></b> | <b><u>2019</u></b> |
|---------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b><u>Civilian Labor Force</u></b> <sup>(1)</sup>       | 1,052,800          | 1,068,300          | 1,075,300          | 1,089,600          | 1,101,000          |
| Employment                                              | 991,200            | 1,012,000          | 1,026,400          | 1,048,200          | 1,061,400          |
| Unemployment                                            | 61,700             | 56,400             | 48,900             | 41,400             | 39,600             |
| Unemployment Rate                                       | 5.9%               | 5.3%               | 4.5%               | 3.8%               | 3.6%               |
| <b><u>Wage and Salary Employment</u></b> <sup>(2)</sup> |                    |                    |                    |                    |                    |
| Agriculture                                             | 9,400              | 9,700              | 9,800              | 9,100              | 8,800              |
| Mining and Logging                                      | 400                | 400                | 400                | 500                | 500                |
| Construction                                            | 50,300             | 55,000             | 58,700             | 64,500             | 68,400             |
| Manufacturing                                           | 36,400             | 36,200             | 35,700             | 36,000             | 36,500             |
| Wholesale Trade                                         | 24,400             | 25,500             | 26,500             | 28,400             | 28,700             |
| Retail Trade                                            | 98,000             | 100,500            | 101,400            | 102,000            | 100,600            |
| Transportation, Warehousing and<br>Utilities            | 24,600             | 26,000             | 26,700             | 29,600             | 32,300             |
| Information                                             | 14,200             | 13,800             | 12,600             | 12,400             | 11,900             |
| Finance and Insurance                                   | 37,100             | 37,300             | 37,200             | 36,600             | 35,200             |
| Real Estate and Rental and Leasing                      | 13,800             | 14,500             | 15,200             | 16,800             | 17,400             |
| Professional and Business Services                      | 120,100            | 127,800            | 130,000            | 133,500            | 134,900            |
| Educational and Health Services                         | 140,900            | 146,500            | 153,600            | 159,800            | 166,400            |
| Leisure and Hospitality                                 | 95,400             | 99,800             | 103,300            | 106,200            | 109,200            |
| Other Services                                          | 30,900             | 31,700             | 33,000             | 34,200             | 35,100             |
| Federal Government                                      | 13,700             | 14,000             | 14,200             | 14,100             | 14,200             |
| State Government                                        | 115,300            | 116,600            | 118,400            | 120,400            | 122,500            |
| Local Government                                        | 102,900            | 104,000            | 102,600            | 103,500            | 104,800            |
| <b>Total, All Industries</b> <sup>(3)</sup>             | <b>1,052,800</b>   | <b>1,068,300</b>   | <b>1,075,300</b>   | <b>1,089,600</b>   | <b>1,101,000</b>   |

<sup>(1)</sup> Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

<sup>(2)</sup> Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

<sup>(3)</sup> Totals may not add due to rounding.

Source: State of California Employment Development Department.

## Major Employers

The following table lists the major employers within the County, in alphabetical order.

**MAJOR EMPLOYERS  
Placer County  
(In Alphabetical Order)  
March 2021**

| <b>Employer Name</b>               | <b>Location</b> | <b>Industry</b>                          |
|------------------------------------|-----------------|------------------------------------------|
| Alpine Meadows Ski Resort          | Alpine Meadows  | Resorts                                  |
| Backyard Bar & BBQ                 | Truckee         | Restaurants                              |
| Composite Engineering Inc          | Roseville       | Engineers-Professional                   |
| Costco Wholesale                   | Roseville       | Wholesale Clubs                          |
| Golfand Sunsplash Roseville        | Roseville       | Water Parks                              |
| Hewlett-Packard                    | Roseville       | Computers-Electronic-Manufacturers       |
| Kaiser Permanente Roseville MD     | Roseville       | Hospitals                                |
| Northstar California               | Truckee         | Resorts                                  |
| Oracle                             | Rocklin         | Computer Software-Manufacturers          |
| Placer County Food Stamps          | Auburn          | County Government-Social/Human Resources |
| Placer County Sheriff              | Auburn          | Government Offices-County                |
| Placer County Sheriff Dept         | Tahoe City      | Government Offices-County                |
| PRIDE Industries                   | Roseville       | Employment Agencies & Opportunities      |
| Q I P-Roseville                    | Roseville       | Real Estate Management                   |
| Resort At Squaw Creek              | Alpine Meadows  | Hotels & Motels                          |
| Ritz-Carlton Club Lake Tahoe       | Truckee         | Hotels & Motels                          |
| Sheriff's Training                 | Auburn          | Government Offices-County                |
| Sierra Joint Cmnty Clg Dist        | Rocklin         | School District                          |
| Stagg Howard A Pro Corp            | Roseville       | Attorneys                                |
| Sutter Auburn Faith Hospital       | Auburn          | Hospitals                                |
| Sutter Roseville Medical Ctr Fndtn | Roseville       | Hospitals                                |
| Tami Saner & Assoc                 | Roseville       | Real Estate                              |
| TASQ Technology                    | Roseville       | Importers (whls)                         |
| Thunder Valley Casino              | Lincoln         | Casinos                                  |
| Union Pacific Railroad Co          | Roseville       | Railroads                                |

*Source: State of California Employment Development Department, extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2020 2nd Edition.*

## Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2020.

### PRINCIPAL EMPLOYERS City of Roseville As of June 30, 2020

| <u>Employer</u>                                 | <u>Number of Employees</u> |
|-------------------------------------------------|----------------------------|
| The Permanente Medical Group & Foundation Group | 5,794                      |
| Sutter Roseville Medical Group                  | 2,202                      |
| City of Roseville                               | 1,896                      |
| Adventist Health                                | 920                        |
| Union Pacific Railroad Company                  | 569                        |
| Roseville City School District                  | 1,154                      |
| PRIDE Industries                                | 1,062                      |
| Roseville Joint Union High School               | 1,005                      |
| Top Golf                                        | 450                        |
| Consolidated Communications                     | 320                        |
| Total – Top Ten                                 | <u>15,738</u>              |
| Total Employment                                | 91,253                     |

Source: City of Roseville Comprehensive Annual Financial Report for Fiscal Year 2019-20.

## Construction Permits

The following table shows valuations of residential and non-residential building permits issued for calendar years 2015 through 2019.

### BUILDING PERMIT VALUATION City of Roseville (Valuation in Thousands of Dollars)

|                               | <u>2015</u>     | <u>2016</u>     | <u>2017</u>     | <u>2018</u>     | <u>2019</u>     |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>Permit Valuation</u>       |                 |                 |                 |                 |                 |
| New Single-family             | \$262,769.4     | \$242,272.7     | \$322,386.5     | \$220,813.8     | \$265,615.3     |
| New Multi-family              | 0.0             | 5,900.3         | 51,882.2        | 0.0             | 6,855.8         |
| Res. Alterations/Additions    | <u>9,039.9</u>  | <u>7,518.4</u>  | <u>7,283.3</u>  | <u>8,598.7</u>  | <u>16,133.8</u> |
| Total Residential             | \$271,809.3     | \$255,691.4     | \$381,552.0     | \$229,412.5     | \$288,604.9     |
| <br>New Commercial            | <br>\$36,704.0  | <br>\$27,783.7  | <br>\$81,544.8  | <br>\$21,072.5  | <br>\$24,136.7  |
| New Industrial                | 0.0             | 0.0             | 0.0             | 0.0             | 0.0             |
| New Other                     | 9,340.5         | 18,126.2        | 8,356.1         | 11,541.4        | 9,358.1         |
| Com. Alterations/Additions    | <u>42,754.7</u> | <u>32,621.0</u> | <u>51,836.3</u> | <u>38,098.5</u> | <u>46,155.6</u> |
| Total Nonresidential          | \$88,799.2      | \$78,530.9      | \$141,737.2     | \$70,712.4      | \$79,650.4      |
| <br><u>New Dwelling Units</u> |                 |                 |                 |                 |                 |
| Single-Family                 | 927             | 862             | 1,201           | 806             | 1,001           |
| Multiple Family               | <u>0</u>        | <u>58</u>       | <u>486</u>      | <u>0</u>        | <u>65</u>       |
| Total New Dwelling Units      | 927             | 920             | 1,687           | 806             | 1,066           |

Source: Construction Industry Research Board, Building Permit Summary.

The County's 2020-21 assessment roll totaled \$84,363,765,321 as compared to the prior year's assessment roll of \$80,034,977,966, which reflected a 5.41% increase this year. These numbers over the last two years contrast with the real estate decline years of 2008 and after, where the County assessment roll experienced declines.

The following table shows residential and non-residential building permits issued within the County for calendar years 2015 through 2019.

**BUILDING PERMIT VALUATION**  
**County of Placer**  
**(Valuation in Thousands of Dollars)**

|                               | <b>2015</b>     | <b>2016</b>     | <b>2017</b>     | <b>2018</b>     | <b>2019</b>     |
|-------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>Permit Valuation</u>       |                 |                 |                 |                 |                 |
| New Single-family             | \$683,806.3     | \$776,410.8     | \$771,800.5     | \$696,737.4     | \$693,647.7     |
| New Multi-family              | 21,702.2        | 42,395.7        | 92,565.5        | 23,384.7        | 7,896.7         |
| Res. Alterations/Additions    | <u>82,577.5</u> | <u>79,543.6</u> | <u>89,429.2</u> | <u>99,341.6</u> | <u>86,964.2</u> |
| Total Residential             | \$788,086.0     | \$898,350.1     | \$953,795.2     | \$819,463.7     | \$788,508.6     |
| <br>New Commercial            | <br>\$72,506.2  | <br>\$84,953.2  | <br>\$138,544.8 | <br>\$90,424.4  | <br>\$73,609.7  |
| New Industrial                | 1,339.6         | 535.1           | 0.0             | 7,956.4         | 268.7           |
| New Other                     | 72,602.9        | 90,958.7        | 57,356.4        | 68,208.3        | 110,951.1       |
| Com. Alterations/Additions    | <u>80,457.5</u> | <u>64,524.2</u> | <u>94,058.6</u> | <u>84,271.0</u> | <u>78,159.7</u> |
| Total Nonresidential          | \$226,906.2     | \$240,971.2     | \$289,959.8     | \$250,860.1     | \$262,989.2     |
| <br><u>New Dwelling Units</u> |                 |                 |                 |                 |                 |
| Single-Family                 | 1,994           | 2,102           | 2,500           | 1,963           | 2,080           |
| Multiple Family               | <u>240</u>      | <u>322</u>      | <u>782</u>      | <u>19</u>       | <u>71</u>       |
| Total New Dwelling Units      | 2,424           | 2,342           | 3,282           | <u>1,982</u>    | <u>2,151</u>    |

*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 three quarters of calendar year 2020 in the City were reported to be \$3,137,667,862, a 12.93% decrease from the total taxable sales of \$3,603,501,006 reported during the first three quarter of calendar year 2019.

### **TAXABLE TRANSACTIONS City of Roseville Calendar Years 2015 through 2019 (Dollars in Thousands)**

|      | <b>Retail Stores</b>         |                                 | <b>Total All Outlets</b>     |                                 |
|------|------------------------------|---------------------------------|------------------------------|---------------------------------|
|      | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> |
| 2015 | 3,828                        | 3,684,238                       | 5,334                        | 4,446,457                       |
| 2016 | 3,761                        | 3,749,782                       | 5,293                        | 4,425,939                       |
| 2017 | 3,715                        | 3,915,184                       | 5,257                        | 4,642,069                       |
| 2018 | 3,705                        | 4,048,870                       | 5,393                        | 4,767,160                       |
| 2019 | 3,748                        | 4,021,058                       | 5,578                        | 4,889,702                       |

*Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2015-2016. State Department of Tax and Fee Administration for year 2017 through 2019.*

The total taxable sales during the first three quarter of calendar year 2020 in the County were reported to be \$7,376,581,744, a 2.91% decrease over the total taxable sales of \$7,597,892,354 reported during the first three quarter of calendar year 2019.

### **TAXABLE TRANSACTIONS Placer County Calendar Years 2015 through 2019 (Dollars in Thousands)**

|      | <b>Retail Stores</b>         |                                 | <b>Total All Outlets</b>     |                                 |
|------|------------------------------|---------------------------------|------------------------------|---------------------------------|
|      | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> | <b>Number<br/>of Permits</b> | <b>Taxable<br/>Transactions</b> |
| 2015 | 8,678                        | 6,594,126                       | 13,124                       | 8,675,315                       |
| 2016 | 8,671                        | 6,814,515                       | 13,227                       | 8,920,892                       |
| 2017 | 8,713                        | 7,194,952                       | 13,365                       | 9,428,862                       |
| 2018 | 8,717                        | 7,724,326                       | 13,794                       | 9,909,906                       |
| 2019 | 8,771                        | 7,943,537                       | 14,193                       | 10,341,805                      |

*Source: State Board of Equalization. Taxable Sales in California (Sales & Use Tax) for years 2015-2016. State Department of Tax and Fee Administration for year 2017 through 2019.*

## **Transportation**

The transportation network in and around the City is an integral part of its development. Centrally located in the State, the area is the hub of several major highways. Interstate 80 runs through the City, connecting San Francisco to New York. Highway 65 runs north through the City, from I-80 to Lincoln and Marysville. Interstate 5, which is west of the City, runs north to Seattle and south to Los Angeles.

Union Pacific Railroad bought Southern Pacific in 1996 and the J.R. Davis Yard, located in Roseville, is the largest rail facility on the West Coast. Union Pacific owns and operates track in 23 states, primarily west of the Mississippi River. Amtrak provides passenger service daily to San Francisco and San Jose, and the California Zephyr connects the County to the Midwest and Chicago.

Greyhound operates a station in the City, providing interstate destination services. Greyhound also operates throughout the County, with bus depots or regularly scheduled stops in most of the communities along major highways and roads.

Sacramento International Airport serves the Roseville area. Served by ten major carriers and several commuter airlines, as well as air-freight carriers, the airport handles passenger flights to over 140 cities with more than 130 scheduled departures per day and 4.3 million passengers annually. Nearby Auburn Municipal Airport serves charter and private aircraft for coastal, state and transcontinental flights. Executive air service is available as well. Auburn Municipal has an elevation of 1,520 feet and an east/west runway 3,100 feet in length.

Several trucking companies serve the City, ranging from interstate lines to local haulers, and transporting a wide variety of goods. United Parcel Service, with a distribution center in Rocklin, offers freight transportation services as well.



[Closing Date]

OPINION: \$\_\_\_\_\_ City of Roseville SVSP Westpark-Federico Community Facilities  
District No. 1 (Public Facilities) Special Tax Bonds Series 2021

Members of the City Council:

We have acted as bond counsel to the City of Roseville (the “City”) in connection with the issuance by the City of the \$\_\_\_\_\_ City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (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 November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City, on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement, and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The City is duly created and validly existing as a public body, corporate and politic, with the power to adopt the resolution authorizing the issuance of the Bonds, enter into the Fiscal Agent Agreement and perform the agreements on its part contained therein, and to issue the Bonds.
2. The Bonds have been duly authorized, executed and delivered by the City and are valid and binding limited obligations of the City, payable solely from the sources provided therefor in the Fiscal Agent Agreement.

3. The Fiscal Agent Agreement has been duly entered into by the City and constitutes a valid and binding obligation of the City enforceable upon the City.

4. Pursuant to the Act, the Fiscal Agent Agreement creates a valid lien on the funds pledged by the Fiscal Agent Agreement.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in the preceding sentence are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

## APPENDIX E

### FORMS OF CONTINUING DISCLOSURE UNDERTAKINGS

#### CONTINUING DISCLOSURE CERTIFICATE (City)

This CONTINUING DISCLOSURE CERTIFICATE (this “Disclosure Certificate”) dated as of \_\_\_\_\_ 1, 2021, is executed and delivered by the CITY OF ROSEVILLE (the “City”) in connection with the execution and delivery of its City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Annual Report Date” means the date that is nine months after the end of the City’s fiscal year (currently April 1 based on the City’s fiscal year end of June 30).

“Dissemination Agent” means Willdan Financial Services, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

“Official Statement” means the final official statement executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

### Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2022, with the report for the 2020-21 fiscal year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the City shall provide (or cause the Dissemination Agent to provide) in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A to this Disclosure Certificate.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine prior to each Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following:

(a) The City’s audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City’s audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information, unless otherwise specified, as of September 30 of the preceding year:

- (i) Principal amount of all outstanding bonds of the District.
- (ii) Balance in the improvement fund.
- (iii) Balance in 2021 Reserve Account of the Reserve Fund, and statement of the Reserve Requirement for the Bonds. Statement of projected draws on the 2021 Reserve Account of the Reserve Fund, if any.
- (iv) Balance in other funds and accounts held by the City or fiscal agent related to the Bonds.
- (v) Additional debt authorized by the City and payable from or secured by assessments or special taxes with respect to property within 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 September 30 reporting date, the following information shall be reported as of the last day of the month immediately preceding the date of the Annual Report rather than as of September 30. Identity of each delinquent taxpayer responsible for 5 percent or more of total Special Tax levied, and the following information: assessor parcel number, assessed value of applicable properties, amount of Special Tax levied, amount delinquent by parcel number and status of foreclosure proceedings. If any foreclosure has been completed, summary of results of foreclosure sales or transfers.
- (viii) Most recently available total assessed value of all parcels subject to the Special Tax.
- (ix) List of landowners and assessor's parcel number of parcels subject to 20% or more of the Special Tax levy including the following information: development status to the extent shown in City records, land use classification, assessed value (land and improvements).

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the City shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

## Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the City or other obligated person.
- (13) The consummation of a merger, consolidation, or acquisition involving the City or an obligated person, or the sale of all or substantially all of the assets of the City or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional fiscal agent or the change of name of the fiscal agent, if material.
- (15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for the definition of "financial obligation," see clause (e)).

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for the definition of “financial obligation,” see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Fiscal Agent Agreement.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(6) also contains the qualifier “material” with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event’s occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above. The Dissemination Agent shall not be responsible for determining whether an event is material.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the City.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first Annual Report filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to this Disclosure Certificate modifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically



required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the City fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the City hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Bond holders, or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the City for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Certificate as of the date first above written.

**CITY OF ROSEVILLE**, for and on behalf of  
City of Roseville SVSP Westpark-Federico  
Community Facilities District No. 1 (Public  
Facilities)

By: \_\_\_\_\_  
Name:  
Title:

**WILLDAN FINANCIAL SERVICES**, as  
Dissemination Agent

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Roseville

Name of Bond Issue: \$\_\_\_\_\_ City of Roseville SVSP Westpark-Federico  
Community Facilities District No. 1 (Public Facilities) Special Tax  
Bonds Series 2021

Date of Issuance: \_\_\_\_\_, 2021

NOTICE IS HEREBY GIVEN that the City of Roseville (the "City") on behalf of City of Roseville SVSP Westpark-Federico 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 November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the "Fiscal Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent. The City anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

WILLDAN FINANCIAL SERVICES, as  
Dissemination Agent, on behalf of City of  
Roseville SVSP Westpark-Federico  
Community Facilities District No. 1 (Public  
Facilities)

By: \_\_\_\_\_  
Name:  
Title:

cc: City of Roseville

**FORM OF CONTINUING DISCLOSURE CERTIFICATE  
(Developer)**

**THIS CONTINUING DISCLOSURE AGREEMENT** (the “Disclosure Certificate”) dated as of \_\_\_\_\_ 1, 2021, is executed by \_\_\_\_\_, a \_\_\_\_\_ (the “Developer”) in connection with the execution and delivery by the City of Roseville of its City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021 (the “Bonds”). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement dated as of November 1, 2019, as supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021 (together, the “Fiscal Agent Agreement”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “Fiscal Agent”).

The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Affiliate” means any person presently directly (or indirectly through one or more intermediaries) under managerial control of the Developer, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to the proposed development of the Property or to the Developer's ability to pay the Special Taxes levied on the Property prior to delinquency).

“Assumption Agreement” means an undertaking of a Major Owner for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the District), whereby such Major Owner agrees to provide periodic reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

“Dissemination Agent” means 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, a Person that owns land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District levied or anticipated to be levied 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 dated \_\_\_\_\_, 2021, executed by the City in connection with the issuance of the Bonds.

“Participating Underwriter” means Piper Sandler & Co., the original Underwriter of the Bonds.

“Periodic Report” means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Property” means (i) the property owned by the Developer in the District as of the Report Date, and (ii) the property in the District that the Developer sold to a Major Owner who has not assumed the undertakings of this Disclosure Certificate under Section 6(b) that is owned by such Major Owner.

“Report Date” means April 1 and October 1 of each year.

“Special Taxes” means the special taxes of the District levied on the Property.

### 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, 2021, 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) The Dissemination Agent shall:

(i) determine prior to each Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of continuing disclosure reports; and;

(ii) to the extent the Periodic Report has been furnished to it, file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

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 are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) So long as Developer's obligations under this Continuing Disclosure Certificate have not been terminated pursuant to Section 6 below, the Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date to the extent such failure is not promptly cured by the Developer upon discovery thereof;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which, if successful, could have a material and adverse impact on the Developer's ability to pay Special Taxes prior to delinquency or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property that continues to exist beyond any applicable notice and cure periods on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with the MSRB, with a copy to the 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, or

(ii) if the Developer is Solaire Community Builders, LLC, at such time as (A) 90% of the Construction Costs for Improvements shown in [Table 3A] of the Official Statement have been paid and (B) the Property owned by the Developer or its Affiliates is no longer responsible for the payment of 20% or more of the special taxes within the District; and if the Developer is other than Solaire Community Builders, LLC, then at such time as the Property owned by the Developer or its Affiliates is no longer responsible for the payment of 20% or more of the special taxes within the District; or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property, or

(iv) the date on which (A) the Developer has completed construction of all buildings to be constructed within property it owns in the District and (B) each such building constructed by the Developer and intended for lease by the Developer has been, since completion of construction, at least 80% occupied at one time or another.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property conveyed to the Major Owner may be assumed by such Major Owner, and the Developer's obligations hereunder with respect to the Property conveyed will be terminated. In order to effect such assumption, such Major Owner shall enter into an Assumption Agreement in form and substance equivalent to this Disclosure Certificate or as otherwise satisfactory to the City and the Participating Underwriter. However, a Major Owner shall not be required to enter into an Assumption Agreement if such Major Owner is already a party to a continuing disclosure certificate in form and substance similar to this Disclosure Certificate with respect to the Bonds, and under which the property conveyed to such Major Owner will become subject to future Periodic Reports.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Developer and the Participating Underwriter.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Developer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied (provided, however, that the Dissemination Agent shall not be obligated under any such amendment that modifies or increases its duties or obligations hereunder without its written consent thereto):

(a) if the amendment or waiver relates to the provisions of sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of 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. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding (i) losses, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder and (ii) losses, expenses and liabilities due to the failure of the City to pay the fees and expenses of the Dissemination Agent. The Dissemination Agent shall be paid compensation for its services provided hereunder from Special Taxes levied for administration of the CFD in accordance with the Dissemination Agent's schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds, but shall be assumed by a Major Owner from and after the date of such assumption when property is sold to a Major Owner and such Major Owner enters into an Assumption Agreement.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given as follows:

To the Developer

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Dissemination Agent: Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590

To the Issuer/City: City of Roseville  
311 Vernon Street  
Roseville, CA 95678  
Attn: CFD Administrator

To the Fiscal Agent: The Bank of New York Mellon Trust Company, N.A.  
100 Pine Street, Suite 3200  
San Francisco, CA 94111  
Attn: Corporate Trust Administration

To the Participating  
Underwriter: Piper Sandler & Co.

2321 Rosecrans Avenue, Suite 3200  
El Segundo, CA 90245  
Attn: Managing Director

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 Developer has executed this Disclosure Certificate as of the date first above written.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED by DISSEMINATION AGENT:

Willdan Financial Services,  
*as Dissemination Agent*

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT**

Name of Issuer: City of Roseville

Name of Bond Issue: \$\_\_\_\_\_ City of Roseville, SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities), Special Tax Bonds, Series 2021

Date of Issuance: \_\_\_\_\_, 2021

NOTICE IS HEREBY GIVEN that \_\_\_\_\_ (the "Major Owner") has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate of the Developer dated as of the date of issuance of such Bonds. The Developer anticipates that the Periodic Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_,  
Dissemination Agent

By: \_\_\_\_\_

Its: \_\_\_\_\_

cc: Developer

## EXHIBIT B

### PERIODIC REPORT

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (the "Disclosure Certificate") dated \_\_\_\_\_ 1, 2021, executed by the undersigned (the "Developer") in connection with the issuance of the above-captioned bonds by the City of Roseville (the "City") with respect to its City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

#### I. Property Ownership and Development

The information in this section is provided as of \_\_\_\_\_ (this date must be not more than 60 days before the date of this Periodic Report).

A. Description of the Property currently owned by Developer in the District (the "Property"), in substance and form similar to such information in the Official Statement for the Bonds: \_\_\_\_\_.

B. Updated information regarding land development and home construction activities with respect to the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

\_\_\_\_\_  
\_\_\_\_\_

C. Status of building permits and any material changes to the description of land use or development entitlements for the Property described in the Official Statement for the Bonds or the Periodic Report last filed in accordance with the Disclosure Certificate:

\_\_\_\_\_  
\_\_\_\_\_

D. Status of any land purchase contracts with regard to the Property, whether acquisition of land in 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.

\_\_\_\_\_  
\_\_\_\_\_

E. 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.

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II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any material change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete the development plan with respect to the Property described in the Official Statement. To the extent that the ownership of the Developer has changed, describe all material terms of the new ownership structure.

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III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan for the Property described in the Official Statement or in a previous Periodic Report.

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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.

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V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, with respect to the Property and the Developer as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

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Certification

On behalf of the Developer, the undersigned Authorized Representative, based on actual knowledge after reasonable inquiry of employees of Developer and its affiliates, hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY OTHER STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated: \_\_\_\_\_

Solaire Community Builders, LLC

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX F**

### **SUMMARY OF CERTAIN PROVISIONS OF FISCAL AGENT AGREEMENT**



## APPENDIX G

### DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The following description of the Depository Trust Company ("DTC"), the procedures and record keeping with respect to beneficial ownership interests in the 2021 Bonds, payment of principal, interest and other payments on the 2021 Bonds (herein, the "Securities") to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Securities and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the issuer of the Securities (the "Issuer") nor the fiscal agent appointed with respect to the Securities (the "Agent") takes any responsibility for the information contained in this Appendix.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Securities, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Securities, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Securities, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company ("DTC") will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding

company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://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.

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**SUPPLEMENTAL AGREEMENT NO. 1 TO  
FISCAL AGENT AGREEMENT**

**by and between**

**CITY OF ROSEVILLE**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Fiscal Agent**

**Dated as of \_\_\_\_\_ 1, 2021**

**Relating to:**

**\$ \_\_\_\_\_  
City of Roseville  
SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities)  
Special Tax Bonds  
Series 2021**

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## **SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 1" or "Agreement"), dated as of \_\_\_\_\_ 1, 2021, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of November 1, 2019 (the "Original Fiscal Agent Agreement") by and between the Fiscal Agent and the City.

### **RECITALS:**

**WHEREAS**, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 19-259 of the City Council adopted on October 2, 2019; and

**WHEREAS**, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

**WHEREAS**, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

**WHEREAS**, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on November 6, 2019, the City issued, for and on behalf of the District, \$7,745,000 initial principal amount of City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 (the "2019 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2019 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

**WHEREAS**, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement, secured on parity with the 2019 Bonds; and

**WHEREAS**, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District, to provide for the issuance of City of Roseville Community Facilities District No. 1 Special Tax Bonds, Series 2021 (the "2021 Bonds"), to provide moneys needed to construct and acquire facilities necessary for development of property within the City; and

**WHEREAS**, this Supplemental Agreement No. 1 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2021 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, on parity with the 2019 Bonds;

**WHEREAS**, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 1 pursuant to Sections 5.17 of the Original Fiscal Agent Agreement to provide for the issuance of the 2021 Bonds;

**WHEREAS**, in providing for the issuance of the 2021 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.01 of the Original Fiscal Agent Agreement; and

**WHEREAS**, the City has determined that all acts and proceedings required by law necessary to make the 2021 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 1, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 1 have been in all respects duly authorized.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**SECTION 1. Supplement to Original Fiscal Agent Agreement.** In accordance with the provisions of Section 5.17 and 8.01 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article X. Such Article X shall read in its entirety as follows:

#### **ARTICLE X**

#### **2021 BONDS**

Section 10.01. Definitions. The Original Fiscal Agent Agreement is amended to add and/or modify the following definitions to Section 1.03.

*“Article X”* means this Article X which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 1, together with all amendments of and supplements to this Article X entered into pursuant to the provisions of Section 8.01.

*“Closing Date”* means with respect to each series of Bonds, the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser thereof, for the 2021 Bonds being \_\_\_\_\_, 2021.

*“Continuing Disclosure Certificate”* means (i) with respect to the 2019 Bonds, the Continuing Disclosure Certificate, dated as of November 6, 2019, by and among the City and Willdan Financial Services, and (ii) with respect to the 2021 Bonds, the Continuing Disclosure Certificate, dated as of \_\_\_\_\_ 1, 2021, by and among the City and Willdan Financial Services in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

*“Interest Payment Dates”* means (i) with respect to the 2019 Bonds, March 1 and September 1 of each year, commencing March 1, 2020, and (ii) with respect to the 2021 Bonds, March 1 and September 1 of each year, commencing September 1, 2021.

*“Supplemental Agreement No. 1”* means Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of \_\_\_\_\_ 1, 2021, between the City, for and on behalf of the District, and the Fiscal Agent.

*“2021 Bonds”* means the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021, authorized to be issued under Section 10.02.

*“2021 Capitalized Interest Account”* means the account by that name established in Section 3(C) of this Supplemental Agreement No. 1.

*“2021 Costs of Issuance”* means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2021 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2021 Bonds, financial advisor fees, 2021 Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2021 Bonds and other costs, charges and fees in connection with the foregoing.

*“2021 Costs of Issuance Fund”* means the fund by that name established and held by the Fiscal Agent pursuant to Section 10.07.

*“2021 Improvement Account”* means the account by that name established in Section 3(B) of this Supplemental Agreement No. 1.

*“2021 Reserve Account of the Reserve Fund”* means the account by that name established in Section 10.06(B).

*“Term 2021 Bonds”* means the 2021 Bonds maturing September 1, 20\_\_\_\_ and September 1, 20\_\_\_\_.

Section 10.02. Authorization of 2021 Bonds. 2021 Bonds in the aggregate principal amount of \$\_\_\_\_\_ are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California.

Section 10.03. Terms of 2021 Bonds.

(A) Form; Denominations. The 2021 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2021 Bonds shall be dated the Closing Date for the 2021 Bonds.



(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 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 2021 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2021 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

| Maturity<br>(Sept. 1) | Principal<br>Amount | Interest<br>Rate | CUSIP <sup>†</sup><br>(777870) |
|-----------------------|---------------------|------------------|--------------------------------|
|-----------------------|---------------------|------------------|--------------------------------|

(E) Interest and Method of Payment. Interest on the 2021 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.03, and payments shall be made on the 2021 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being September 1, 2021.

#### Section 10.04. Redemption of 2021 Bonds.

(A) Redemption. (i) *Optional Redemption*. The 2021 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, \_\_\_\_\_ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 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, _____ | 103%                    |

|                                             |     |
|---------------------------------------------|-----|
| September 1, _____ through August 31, _____ | 102 |
| September 1, _____ through August 31, _____ | 101 |
| September 1, _____ and any date thereafter  | 100 |

(ii) *Mandatory Redemption From Prepayments.* The 2021 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity, and among the 2019 Bonds, 2021 Bonds and any Additional Bonds, as shall be specified by the City, at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u>                                     | <u>Redemption Price</u> |
|-------------------------------------------------------------|-------------------------|
| September 1, 2021 through and including March 1, _____      | 103%                    |
| September 1, _____ and March 1, _____                       | 102                     |
| September 1, _____ and March 1, _____                       | 101                     |
| September 1, _____ and any Interest Payment Date thereafter | 100                     |

(iii) *Mandatory Sinking Payment Redemption.* The Term 2021 Bonds maturing September 1, \_\_\_\_\_ are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_\_ 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 table:

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

(maturity)

The Term 2021 Bonds maturing September 1, \_\_\_\_\_ are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_\_ 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 table:

|                                           |                         |
|-------------------------------------------|-------------------------|
| Mandatory<br>Redemption Date<br>(Sept. 1) | Sinking Fund<br>Payment |
|-------------------------------------------|-------------------------|

(maturity)

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds as directed by the City in an Officer's Certificate.

In lieu of redemption under this Section 10.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 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 2021 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 2021 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 35 days prior to the applicable redemption date, unless waived by the Fiscal Agent.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 10.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2021 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 2021 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2021 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by electronic or first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2021 Bonds designated for redemption, at their addresses appearing on the 2021 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 2021 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2021 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2021 Bond numbers of the 2021 Bonds to be redeemed by giving the individual CUSIP number and 2021 Bond number of each 2021 Bond to be redeemed or shall state that all 2021 Bonds between two stated 2021 Bond numbers, both inclusive, are to be redeemed or that all of the 2021 Bonds of one or more maturities have been called for redemption, shall state as to any 2021 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2021 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 2021 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2021 Bonds under Section 10.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2021 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2021 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 2021 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2021 Bonds of any maturity, the Fiscal Agent shall select the 2021 Bonds to be redeemed, from all 2021 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 2021 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 2021 Bond or 2021 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2021 Bond or 2021 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2021 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2021 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 2021 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2021 Bonds and issue a certificate of destruction thereof to the City.

#### Section 10.05. Form of 2021 Bonds; Authentication and Delivery.

(A) Form of 2021 Bonds. The 2021 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit C attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2021 Bonds. The 2021 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 shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2021 Bond ceases to be such officer before delivery of the 2021 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2021 Bonds to the Owner. Any 2021 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2021 Bond shall be the proper officers of the City although at the nominal date of such 2021 Bond any such person shall not have been such officer of the City.

Only such of the 2021 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit C, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2021 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2021 Bonds. At any time after the execution of Supplemental Agreement No. 1 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2021 Bonds as Additional Bonds have been met, the City may issue the 2021 Bonds for the District in the aggregate principal amount set forth in Section 10.02 and deliver the 2021 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2021 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1, to authorize the payment of 2021 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2021 Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the 2021 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2021 Bonds in a like manner as applied to the 2021 Bonds.

Section 10.06. Application of Proceeds of Sale of 2021 Bonds.

(A) The proceeds of the purchase of the 2021 Bonds by the Original Purchaser in the amount of \$\_\_\_\_\_, calculated as 100% of the principal amount of the 2021 Bonds, less an underwriter's discount of \$\_\_\_\_\_ and plus a net original issue premium of \$\_\_\_\_\_, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

(i) Deposit in the 2021 Improvement Account of the Improvement Fund \$\_\_\_\_\_;

(ii) Deposit in the 2021 Reserve Account of the Reserve Fund \$\_\_\_\_\_, which is equal to the amount needed to be added to the Reserve Fund for the amount therein to equal the Reserve Requirement of \$\_\_\_\_\_, on the date of issuance of the 2021 Bonds;

(iii) Deposit in the 2021 Capitalized Interest Account of the Bond Fund \$\_\_\_\_\_; and

(iv) Deposit in the 2021 Costs of Issuance Fund \$\_\_\_\_\_.

(B) In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2021 Reserve Account," into which the amounts set forth in Section 10.06(A)(ii) shall be deposited. The 2021 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement. Amounts available in the 2021 Reserve Account shall be available to pay interest and principal on the 2021 Bonds in accordance with this Agreement.

(C) The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 10.06.

Section 10.07. 2021 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2021 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the Costs of Issuance Fund shall be disbursed from time to time to pay 2021 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 and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2021 Costs of Issuance upon receipt of an invoice from

any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2021 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. The Fiscal Agent shall maintain the 2021 Costs of Issuance Fund until 60 days after the Closing Date, and shall transfer any moneys remaining therein on such date, including any investment earnings thereon, to the 2021 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2021 Improvement Account and the Fiscal Agent shall close the 2021 Costs of Issuance Fund. Moneys in the 2021 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 2021 Costs of Issuance Fund to be used for the purposes of such fund.

**Section 10.08. Procedure for Disbursement of 2021 Improvements Account.**

(A) Disbursements. Disbursements from the 2021 Improvements Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2021 Improvements Account and to the 2021 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

**Section 10.09. Security for 2021 Bonds.** The 2021 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article X.

**Section 10.10. Effect of this Article X.** Except as in this Article X expressly provided or except to the extent inconsistent with any provision of this Article X, the 2021 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2021 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article X.

**SECTION 2. Attachment of Exhibit C.** The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit C setting forth the form of the 2021 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

**SECTION 3. Additional Amendments to Original Fiscal Agent Agreement.** The Original Fiscal Agent Agreement was previously amended and is hereby further amended as follows:

(A) Section 2.06 of the Agreement was amended in 2019 by adding an additional paragraph thereto at the beginning of the Section which reads as follows:

“Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Fiscal Agent all information necessary to allow the Fiscal Agent to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Fiscal Agent shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.”

(B) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new third sentence thereof, the following: “There is also hereby created within the Improvement Fund a separate account designated as the “2021 Improvement Account” of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2021 Bond proceeds directed to the Improvement Fund pursuant to Section 10.06 and 10.08.

(C) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the third paragraph thereof, the following: “There is also hereby created within the Bond Fund a “2021 Capitalized Interest Account” which account is hereby established for purposes of accounting for the disposition of 2021 Bonds, a portion of the proceeds of which will be deposited to such 2021 Capitalized Interest Account pursuant to Section 10.06. The amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2021 Bonds, and the amount deposited to the 2021 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2021 Bonds as follows:

March 1, 20\_\_\_\_ and  
September 1, 20\_\_\_\_:

The amount necessary, taking into account any amounts then on deposit in the Bond Fund available for such purpose, to pay interest on the 2021 Bonds on the Interest Payment Date which occurs on such dates.

(D) The first paragraph of Section 4.03(A) is amended to add a new second paragraph as follows:

Establishment of 2021 Reserve Account of the Reserve Fund. There is hereby established as a separate account within the Reserve Fund to be held by the Fiscal Agent, the 2021 Reserve Account, to the credit of which a deposit shall be made as required by Section 10.06(A)(ii) and deposits shall be made as applicable to each Series as provided in Section 3.03(B). Moneys in the 2021 Reserve Account shall be held in trust by the Fiscal Agent for the benefit of the Owners of the 2021 Bonds for the payment of principal of, and interest on, all Outstanding 2021 Bonds and shall be subject to a lien in favor of the Owners of the 2021 Bonds on an equal basis.

(E) The second paragraph of Section 8.01 of the Agreement is amended by deleting the period at the end of clause (D) thereof and by inserting therein, in lieu thereof, the following: “; and (E) in connection with the issuance of Additional Bonds under Section 5.17 hereof.”

(F) References in the Original Fiscal Agent Agreement to the 2019 Bonds Bonds which, if the context requires reference to the 2019 Bonds, 2021 Bonds and any Additional Bonds in order to maintain the parity relationship of the 2019 Bonds, 2021 Bonds and any Additional Bonds and the security therefor, shall be deemed to refer to "Bonds" as defined in the Original Fiscal Agent Agreement rather than "2019 Bonds," or "2021 Bonds."

(G) The statement "the Reserve Requirement for the 2019 Bonds shall not increase after the date of issuance of the 2019 Bonds" in the definition of "Reserve Requirement" is hereby changed to read as follows: "the Reserve Requirement for each series of Bonds shall not increase after the date of issuance of such series of Bonds."

**SECTION 4. Partial Invalidity.** If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 1 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 1. The City hereby declares that it would have entered into this Supplemental Agreement No. 1 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 1 may be held illegal, invalid or unenforceable.

**SECTION 5. Execution in Counterparts.** This Supplemental Agreement No. 1 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 6. Governing Law.** This Supplemental Agreement No. 1 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.



IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 1 to Fiscal Agent Agreement to be executed as of \_\_\_\_\_ 1, 2021.

**CITY OF ROSEVILLE**, a municipal corporation,  
for and on behalf of the City of Roseville SVSP  
Westpark-Federico Community Facilities  
District No. 1 (Public Facilities)

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**, as *Fiscal Agent*

By: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

By: \_\_\_\_\_  
Vice President

ATTEST:

By: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
DENNIS KAUFFMAN  
Assistant City Manager/Chief Financial Officer

**EXHIBIT C TO ORIGINAL FISCAL AGENT AGREEMENT**

**EXHIBIT C  
FORM OF 2021 BONDS**

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

No. \_\_\_\_\_

\$ \_\_\_\_\_

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO  
COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)  
SPECIAL TAX BOND  
SERIES 2021**

| INTEREST RATE | MATURITY DATE      | BOND DATE   | CUSIP        |
|---------------|--------------------|-------------|--------------|
|               | September 1, _____ | _____, 2021 | 777870 _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the 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, 2021 (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 2021 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2021 Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Fiscal Agent"). Interest on this 2021 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds.

This 2021 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on \_\_\_\_\_, 2021 (the "Resolution"), pursuant to the Mello-Roos

Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2021" (the "2021 Bonds"). The issuance of the 2021 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of November 1, 2019, as amended and supplemented, including by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of \_\_\_\_\_ 1, 2021 (together, the "Agreement"), by and between the City and the Fiscal Agent and this reference incorporates the Agreement, as supplemented, herein, and by acceptance hereof the Owner of this 2021 Bond assents to said terms and conditions. The Agreement is authorized under, this 2021 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 2021 Bond are payable, on parity with bonds previously issued by the City for the District in 2019, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this 2021 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 2021 Bond Date shown above; provided however, that if at the time of authentication of this 2021 Bond, interest is in default hereon, this 2021 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 2021 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 2021 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds other than prepayment of the Special Tax by property owners, as a whole or in part, on any date on and after September 1, \_\_\_\_\_ at the following respective redemption prices (expressed as percentages of the principal amount of the 2021 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, _____ | 103%                    |
| September 1, _____ through August 31, _____ | 102                     |
| September 1, _____ through August 31, _____ | 101                     |
| September 1, _____ and any date thereafter  | 100                     |

The 2021 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners on any Interest Payment Date, in whole or in part among maturities, and by lot within a maturity as shall be specified by the City, at the following

respective redemption prices (expressed as percentages of the principal amount of the 2021 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u>                                     | <u>Redemption Price</u> |
|-------------------------------------------------------------|-------------------------|
| September 1, 2021 through and including March 1, _____      | 103%                    |
| September 1, _____ and March 1, _____                       | 102                     |
| September 1, _____ and March 1, _____                       | 101                     |
| September 1, _____ and any Interest Payment Date thereafter | 100                     |

The Term 2021 Bonds maturing September 1, \_\_\_\_\_ are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_\_ 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 table:

| <u>Mandatory<br/>Redemption Date<br/>(Sept. 1)</u> | <u>Sinking Fund<br/>Payment</u> |
|----------------------------------------------------|---------------------------------|
| (maturity)                                         |                                 |

The Term 2021 Bonds maturing September 1, \_\_\_\_\_ are subject to mandatory sinking payment redemption in part on September 1, \_\_\_\_\_ 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 table:

| <u>Mandatory<br/>Redemption Date<br/>(Sept. 1)</u> | <u>Sinking Fund<br/>Payment</u> |
|----------------------------------------------------|---------------------------------|
| (maturity)                                         |                                 |

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2021 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2021 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 2021 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 2021 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 2021 Bonds for redemption or (ii) with respect to a 2021 Bond after such 2021 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 2021 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2021 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 2021 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2021 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 2021 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 2021 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 2021 Bond to be dated \_\_\_\_\_, 2021, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Mayor

Attested:

By: \_\_\_\_\_  
City Clerk

**FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION**

This is one of the 2021 Bonds described in the Resolution and the Agreement.

Dated: \_\_\_\_\_, 2021

**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.

§ \_\_\_\_\_  
**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

**BOND PURCHASE AGREEMENT**

\_\_\_\_\_, 2021

City of Roseville  
311 Vernon Street,  
Roseville, California 95678

Ladies and Gentlemen:

Piper Sandler & Co. (the “**Underwriter**”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the “**Purchase Agreement**”) with the City of Roseville, California (the “**City**”) acting on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “**District**”) which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance of it by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (i) the purchase and sale of the Bonds (defined below) pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); and (iv) the City has consulted its own legal, financial and other advisors to the extent it has deemed appropriate for this transaction.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the “**Bonds**”) in the aggregate principal amount specified in Exhibit A hereto. The Bonds shall



be dated the Closing Date (hereinafter defined), and bear interest from said date (payable semiannually on March 1 and September 1 in each year, commencing March 1, 2020) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be the amount specified as such in Exhibit A hereto.

(b) The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Fiscal Agent Agreement dated as of November 1, 2019 (the “**Original Fiscal Agent Agreement**”), as supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of May 1, 2021 (“**Supplement No. 1**” and, together with the Original Fiscal Agent Agreement, the “**Fiscal Agent Agreement**”), each by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the “**Fiscal Agent**”), and approved by Resolution No. \_\_\_\_\_ adopted by the City Council of the City (the “**City Council**”), acting as the legislative body of the District, on \_\_\_\_\_, 2021 (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 March 20, 2019, and Resolution No. 19-259 adopted by the City Council on June 5, 2019 (together with the Resolution of Intention, the “**Resolution of Formation**”). The Bonds will be payable from the Special Tax on a parity with the City’s SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019 issued in the original aggregate principal amount of \$7,745,000. Proceeds of the sale of the Bonds will be used in accordance with the Fiscal Agent Agreement and the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311 et seq. of the Government Code of the State of California) (the “**Law**”), to (i) construct and acquire certain public facilities of benefit to the District, (ii) provide for a deposit to a debt service reserve account for the Bonds, (iii) provide capitalized interest for debt service due on the Bonds through September 1, 2021, and (iv) pay costs of issuance of the Bonds. The Resolution of Issuance, the Resolution of Formation, and Ordinance No. 6115, adopted by the City Council on June 5, 2019, 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 \_\_\_\_\_, 2021 (which Preliminary Official Statement, together with the cover page and all appendices thereto, is herein collectively referred to as the “**Preliminary Official Statement**”), final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”), the Underwriter has distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute the final Official Statement dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City as evidenced by the execution and delivery of such document by an officer of the City (the “**Official Statement**”), the Fiscal Agent Agreement, the Continuing Disclosure Certificate of the City (the “**City Disclosure Certificate**”), this Purchase Agreement and any other documents or contracts to which the City or the District is a party related to the Bonds, and all information contained therein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of

the Bonds by the Underwriter. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking City Council (the “**MSRB**”) through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., Pacific Daylight Time, on \_\_\_\_\_, 2021, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the “**Closing Date**”), the City will deliver (i) to the Depository Trust Company in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers assigned to them printed thereon), duly executed by the officers of the City, as provided in the Fiscal Agent Agreement, and (ii) to the Underwriter, at the offices of Jones Hall, A Professional Law Corporation, as bond counsel to the City (“**Bond Counsel**”), or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents herein mentioned; and the Underwriter shall accept such delivery and pay the purchase price of the Bonds in immediately available funds (such delivery and payment being herein referred to as the “**Closing**”). Notwithstanding the foregoing, the Underwriter may, in their discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

## 2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Final Official Statement (as defined herein) and in Exhibit A hereto and subject to Section 2(c) and 2(d) hereof, the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Final Official Statement. A “**bona fide public offering**” shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (defined below) an “**issue price**” or similar certificate, together with copies of supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit I, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City’s municipal advisor, First Southwest, a Division of Hilltop Securities Inc. (the “**Municipal Advisor**”) and any notice or report to be provided to the City may be provided to the City’s Municipal Advisor.

(c) [Except as otherwise set forth in Exhibit A attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the “**10% test**”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to

the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(d) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “**initial offering price**”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**hold-the-offering-price rule**”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(e) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(f) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(g) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “**public**” means any person other than an underwriter or a related party;

(2) “**underwriter**” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “**related party**” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other)[]; and

(4) “**sale date**” means the date of execution of this Purchase Agreement by the City and the Underwriter].

3. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**State**”) and has duly authorized the formation of the District 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 Certificate, and to carry out all transactions on its part contemplated by each of such agreements, (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Fiscal Agent Agreement as provided herein, and (iii) to carry out, give effect to and consummate the transactions on its part contemplated by the Formation Documents and by the Fiscal Agent Agreement, this Purchase Agreement, and the City Disclosure Certificate (collectively, the “**District Documents**”) and the Official Statement.

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the Formation Documents and the District Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions on its part contemplated by the foregoing. From and after the date of

issuance of the Bonds, the City will continue to comply with the covenants of the City contained in the District Documents that are applicable to such time period.

(c) The City Council has duly and validly: (i) adopted the District Resolutions, (ii) called, held and conducted in accordance with all requirements of the Law elections within the District to approve the levy of the Special Tax within 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 does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “end of the underwriting period” shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the “end of the underwriting period.”

(h) The Fiscal Agent Agreement creates a valid pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the moneys deposited in the Bond Fund and the Reserve Fund established pursuant to the Fiscal Agent Agreement, including the investments thereof, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of its covenants and undertakings, and the provisions contained in the Fiscal Agent Agreement.

(i) Except as disclosed in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened (i) which would materially adversely affect the ability of either the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or (ii) seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Formation Documents, the District Documents, or any action contemplated by any of said documents, or (iii) in any way contesting the completeness or accuracy of the Official Statement or the powers or authority of the City or the District with respect to the Bonds, the Formation Documents, the District Documents, or any action of the City or the District contemplated by any of said documents; nor is there any action pending with respect to which the City has been served with process or, to the best knowledge of the City, threatened against the City or the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or is not exempt from California personal income taxation, or (iv) which would affect or restrain the ability of the owners of property within the District to develop their property as described in the Preliminary Official Statement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the “Blue Sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; provided, however, the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing.

(k) Any certificate signed by any official of the City authorized to do so and delivered to the Underwriter in connection with the Bonds or this Purchase Agreement shall be deemed a representation and warranty to the Underwriter as to the statements made therein.

(l) The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement as described in the Official Statement.

(m) The information contained in the Preliminary Official Statement (other than under the captions “THE BONDS — Description of the Bonds” as they relate to DTC and the Book-Entry Only System, “THE DISTRICT—Entitlements and Development Plan,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G 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—Entitlements and Development Plan,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT” and in Appendix G 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.

4. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Formation Documents and the District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, and Stradling Yocca Carlson & Rauth, a Professional Corporation (“**Stradling**”), counsel to the Underwriter, shall be necessary and appropriate;

(b) The information contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, be true and correct in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 3(g) hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices set forth in the Official Statement shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon the interest that would be received by the owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the “SEC”), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or California Constitution or action by any federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the District, their property, income or securities (or interest thereon), the validity or enforceability of the Special Tax as contemplated by the Formation Documents, the District Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter’s reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not

now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within 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 Bond Counsel, 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 Bond Counsel, to the effect that (i) this Purchase Agreement and the City Disclosure Certificate have been duly authorized, executed and delivered by the City, and, assuming such agreements constitute a valid and binding obligation of the other respective parties thereto, constitute the legally valid and binding agreements of the City for the District enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditor's rights or remedies and may be subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "THE BONDS" (other than information relating to DTC and its Book-Entry Only System), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "TAX MATTERS" and Appendices D and F thereof is accurate, insofar as such information purports to summarize or replicate certain provisions of the Law, the Bonds and the Fiscal Agent Agreement and the exclusion from gross income for federal income tax purposes and exemption from State of California personal income taxes of interest on the Bonds;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling, as counsel for the Underwriter, in form and substance acceptable to the Underwriter;

(6) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that (i) the representations and warranties of the City contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds, the Formation Documents and the District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; and (iii) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Formation Documents, the District Documents and the Official Statement at or prior to the Closing Date;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of the City Attorney, to the effect that (i) to its current actual knowledge and except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending with respect to which the City has been served with process or is known to such counsel to be threatened, as to which the City is or would be a party, which would materially adversely affect the ability of the City or the District to perform their obligations under the Bonds, the Formation Documents or the District Documents, or which seeks to restrain or enjoin the issuance, sale and delivery of the Bonds or exclusion from gross income for federal income tax purposes or State of California personal income taxes of interest on the Bonds, or the application of the proceeds thereof in accordance with the Fiscal Agent Agreement, or the collection or application of the Special Tax to pay the principal of and interest on the Bonds, or which in any way contests or affects the validity or enforceability of the Bonds, the Formation Documents or the District Documents or the accuracy of the Official Statement, or any action of the City contemplated by any of said documents or the development of property within the District; (ii) the City is duly organized and validly existing as a public entity under the laws of the State of California 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 Bond Year that begins in such Fiscal Year on the Bonds, and (ii) all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct as of the date of the Official Statement and as of the Closing Date;

(9) A certificate of the City dated the Closing Date, in a form acceptable to Bond Counsel, to the effect that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(10) A certificate of the Fiscal Agent and an opinion of counsel to the Fiscal Agent dated the Closing Date and addressed to the City and the Underwriter to the effect that the Fiscal Agent has authorized the execution and delivery of the Fiscal Agent Agreement and that the Fiscal Agent Agreement is a valid and binding obligation of the Fiscal Agent enforceable in accordance with its terms;

(11) A Certificate of Solaire Community Builders, LLC, a California limited liability company (the “**Master Developer**”) dated the date of the Preliminary Official Statement, substantially in the form attached as Exhibit D hereto (the “**Master Developer Certificate**”) or as such certificate may be modified with the approval of the Underwriter and Stradling, and a closing certificate of the Master Developer dated the Closing Date, to the effect that the representations in the Master Developer Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the Master Developer Certificate shall be deemed references to the final Official Statement);

(12) An opinion letter or letters from counsel to the Master Developer, dated the Closing Date and addressed to the City and the Underwriter in substantially the form attached hereto as Exhibit E;

(13) A Certificate of each of Taylor Morrison Homes of California LLC (“**Taylor Morrison**”), Solaire-Roseville, L.P. (“**Beazer Homes**”), K. Hovnanian Homes of Northern CA (“**K. Hovnanian**”) and Tri Pointe Homes, Inc. (“**Tri Pointe Homes**”, each a “**Merchant Builder**” and collectively the “**Merchant Builders**”), substantially in the form attached hereto as Exhibit F, Exhibit G, Exhibit H and Exhibit I, respectively (each a “**Merchant Builder Certificate**” and collectively the “**Merchant Builder Certificates**”), or as such certificates may be modified with the approval of the Underwriter and Stradling, and a closing certificate of each Merchant Builder dated the Closing Date, to the effect that the representations in the respective Merchant Builder Certificate are true and correct as of the Closing Date (except that all references to the Preliminary Official Statement in the respective Merchant Builder Certificate shall be deemed references to the final Official Statement);

(14) Separate continuing disclosure certificates executed by each of the Master Developer, Taylor Morrison and Tri Pointe Homes in the form attached in Appendix E to the Preliminary Official Statement (each a “**Developer Continuing Disclosure Certificate**” and collectively the “**Developer Continuing Disclosure Certificates**”);

(15) An opinion letter or letters from counsel to Taylor Morrison dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to the Underwriter, to the effect that:

(A) Taylor Morrison is a limited liability company validly existing and in good standing as a corporation under the laws of the State of California;

(B) Taylor Morrison has the corporate power to executive, deliver and perform its obligations under the Developer Continuing Disclosure Certificate (as defined below) executed by Taylor Morrison;

(C) The Developer Continuing Disclosure Certificate executed by Taylor Morrison has been duly authorized, executed and delivered by Taylor Morrison, and constitutes the valid and binding obligation of Taylor Morrison, enforceable against Taylor Morrison in accordance with its terms, subject to the qualifications set forth below; and

(D) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention during the course of their representation of Taylor Morrison which causes them to believe that the statements contained in the Official Statement under the captions entitled “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison,” “CONTINUING DISCLOSURE—Master Developer and Merchant Builders” solely as such information describes Taylor Morrison, Taylor Morrison’s organization, Taylor Morrison’s property within the District, and Taylor Morrison’s development and financing plans regarding Taylor Morrison’s property within the District, as of the date of the Official Statement contained, or as of Closing Date contains, any untrue statement of a material fact or as of the date of the Official Statement omitted, or as of the Closing Date omits, 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 which is attributable to a source other than Taylor Morrison, contained in the Official Statement);

(16) An opinion letter or letters from counsel to Tri Pointe Homes dated the Closing Date and addressed to the City and the Underwriter, in form and substance acceptable to the Underwriter, to the effect that:

(A) Tri Pointe Homes is a limited liability company validly existing and in good standing as a corporation under the laws of the State of California;

(B) Tri Pointe Homes has the corporate power to executive, deliver and perform its obligations under the Developer Continuing Disclosure Certificate (as defined below) executed by Tri Pointe Homes;

(C) The Developer Continuing Disclosure Certificate executed by Tri Pointe Homes has been duly authorized, executed and delivered by Tri Pointe Homes, and constitutes the valid and binding obligation of Tri Pointe Homes,

enforceable against Tri Pointe Homes in accordance with its terms, subject to the qualifications set forth below; and

(D) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement and without passing upon or assuming responsibility for the accuracy, completeness or fairness of such statements, no information has come to the attention during the course of their representation of Tri Pointe Homes which causes them to believe that the statements contained in the Official Statement under the captions entitled “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT— Tri Pointe Homes,” “CONTINUING DISCLOSURE—Master Developer and Merchant Builders” solely as such information describes Tri Pointe Homes, Tri Pointe Homes’ organization, Tri Pointe Homes’ property within the District, and Tri Pointe Homes’ development and financing plans regarding Tri Pointe Homes’ property within the District, as of the date of the Official Statement contained, or as of Closing Date contains, any untrue statement of a material fact or as of the date of the Official Statement omitted, or as of the Closing Date omits, 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 which is attributable to a source other than Tri Pointe Homes, contained in the Official Statement);

(17) G-17 letter from the Underwriter acknowledged by the City;

(18) A letter of Jones Hall, A Professional Law Corporation, as disclosure counsel to the City (“**Disclosure Counsel**”), addressed to the Underwriter and the City, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding The Depository Trust Company and its book-entry system, as to which no opinion need be expressed), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(19) A certificate from Integra Realty Resources (the “**Appraiser**”) consenting to the inclusion of their appraisal report (the “**Appraisal**”) in the Preliminary Official Statement and the final Official Statement and certifying that (i) the information in the Official Statement relating to the Appraisal does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) since the date of the Appraisal they are not aware of any facts that would materially affect the conclusions of value set forth therein;

(20) A certificate of the City to the effect that the requirements of Section 5.17 of the Fiscal Agent Agreement, permitting the issuance of the Bonds as Additional Bonds thereunder, have been satisfied; and



(21) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information contained in the Preliminary Official Statement and the Official Statement, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the District in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Section 5, Section 6 and Section 8 hereof shall continue in full force and effect.

5. Conditions of the City's Obligations. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 4(d)(6) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Formation Documents, the District Documents or the existence or powers of the City or the District; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 4(d)(3) hereof, dated as of the Closing Date.

6. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of any legally available funds of the District) all expenses incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing, engraving and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the Fiscal Agent Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter; and the fees and disbursements of the Municipal Advisor, the Special Tax Consultant, the Fiscal Agent, Bond Counsel, Disclosure Counsel and any accountants, engineers or any other experts or consultants the City has retained in connection with the Bonds; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws; and all other expenses incurred by

the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

7. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City at 311 Vernon Street, Roseville, California 95678, Attention: City Manager; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Sandler & Co., 3626 Fair Oaks Blvd., Suite 100, Sacramento, California 95864, Attention: Dennis McGuire.

8. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City, the District and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

9. Survival of Representations and Warranties. The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

*[SIGNATURES ON FOLLOWING PAGE.]*

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

PIPER SANDLER & CO., as Underwriter

By: \_\_\_\_\_  
Authorized Officer

ACCEPTED:

CITY OF ROSEVILLE, CALIFORNIA, for and  
on behalf of the City's SVSP Westpark-Federico  
Community Facilities District No. 1 (Public  
Facilities)

By: \_\_\_\_\_  
Assistant City Manager/Chief Financial  
Officer

Time: \_\_\_\_p.m.

**EXHIBIT A**

**MATURITY SCHEDULE**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

| <i><b>Maturity Date<br/>(September 1)</b></i> | <i><b>Principal<br/>Amount</b></i> | <i><b>Interest Rate</b></i> | <i><b>Yield</b></i> | <i><b>Price</b></i> | <i><b>10% Test<br/>Used</b></i> | <i><b>Hold the<br/>Offering Price<br/>Used</b></i> |
|-----------------------------------------------|------------------------------------|-----------------------------|---------------------|---------------------|---------------------------------|----------------------------------------------------|
|-----------------------------------------------|------------------------------------|-----------------------------|---------------------|---------------------|---------------------------------|----------------------------------------------------|

<sup>C</sup> Priced to the optional call date of September 1, 20\_\_ at \_\_\_\_%.

<sup>T</sup> Term Bond.

The purchase price of the Bonds shall be \$\_\_\_\_\_, which is the principal amount thereof (\$\_\_\_\_\_) [plus/less] [net] original issue [premium/discount] of \$\_\_\_\_\_ and less Underwriter's discount of \$\_\_\_\_\_.

***Optional Redemption.*** The Bonds are subject to optional redemption from any source of available funds (other than Prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20\_\_ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <b><u>Redemption Dates</u></b>            | <b><u>Redemption<br/>Price</u></b> |
|-------------------------------------------|------------------------------------|
| September 1, 20__ through August 31, 20__ | 103%                               |
| September 1, 20__ through August 31, 20__ | 102                                |
| September 1, 20__ through August 31, 20__ | 101                                |
| September 1, 20__ and any date thereafter | 100                                |

***Mandatory Redemption from Prepayments.*** The Bonds are subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u>                                    | <u>Redemption Price</u> |
|------------------------------------------------------------|-------------------------|
| September 1, 2021 through and including March 1, 20__      | 103%                    |
| September 1, 20__ and March 1, 2020__                      | 102                     |
| September 1, 20__ and March 1, 20__                        | 101                     |
| September 1, 20__ and any Interest Payment Date thereafter | 100                     |

***Mandatory Sinking Fund Redemption.*** The Term Bonds maturing September 1, 20\_\_, are subject to mandatory sinking payment redemption in part on September 1, 20\_\_ and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

**Term Bonds Maturing September 1, 20\_\_**

| <b>Sinking Fund<br/>Redemption Date<br/>(September 1)</b> | <b><u>Sinking Fund<br/>Payment</u></b> |
|-----------------------------------------------------------|----------------------------------------|
|-----------------------------------------------------------|----------------------------------------|

(maturity)

The amounts in the foregoing tables will be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the Bonds.

**EXHIBIT B**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

**RULE 15c2-12 CERTIFICATE**

The undersigned hereby certifies and represents that he is the Assistant City Manager/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 SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2021 (the "Bonds") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated \_\_\_\_, 2021 setting forth information concerning the Bonds and the City of Roseville SVSP Westpark-Federico 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 \_\_\_\_, 2021.

CITY OF ROSEVILLE, CALIFORNIA

By: \_\_\_\_\_  
Its: Assistant City Manager/Chief Financial Officer

**EXHIBIT C**

**FORM OF ISSUE PRICE CERTIFICATE**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

The undersigned, on behalf of Piper Sandler & Co. (“Piper”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***[Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Piper offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated \_\_\_\_\_, 2021, by and between Piper and the Issuer, Piper has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. ***Reserve Fund.***

The deposit to the Reserve Fund to increase the amount therein to the Reserve Requirement (as such terms are defined in the Fiscal Agent Agreement dated as of November 1, 2019, as supplemented by the Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of May 1, 2021, each by and between the City and The Bank of New York Mellon Trust Company, N.A., as fiscal agent, pursuant to which the Bonds are being issued) following the issuance of the Bonds was vital to the marketing of the Bonds and reasonably required to assure payment of debt service on the Bonds.

4. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date \_\_\_\_, 2021), or (ii) the date on which Piper has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the City of Roseville.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) [*Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_, 2021.]

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).]

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in a Certificate as to Arbitrage and Tax Compliance Procedures for the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PIPER SANDLER & CO.

By:\_\_\_\_\_



Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2021

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING  
PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

*(Attached)*

**[SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)]*

**EXHIBIT D**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

**CERTIFICATE OF SOLAIRE COMMUNITY BUILDERS, LLC**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(11) of the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville, California (the “City”), for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “District”), and Piper Sandler & Co. (the “Underwriter”), Solaire Community Builders, LLC, a California limited liability company (the “Master Developer”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Master Developer is duly organized and validly existing under the laws of the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate and the Master Developer Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, a portion of the property within the District is held in the name of the Master Developer (herein, the “Property”). The undersigned, on behalf of the Master Developer, makes the representations herein with respect to all such Property.

3. The Master Developer has, or will have prior to the Closing, duly authorized the execution and delivery of the Master Developer Continuing Disclosure Certificate at the Closing and the performance by the Master Developer of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> (a) the Master Developer and its Affiliates<sup>2</sup>, are not in breach of or in default

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<sup>1</sup> As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Master Developer as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate including the chief financial officer of the Master Developer or, if the Master Developer does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute 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 Master Developer’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Master Developer.

<sup>2</sup> “Affiliate” means any Person directly (or indirectly through one or more intermediaries) that exercises managerial control over the Master Developer or that is under managerial control of the Master Developer, and about whom information could be material to potential investors in their investment decision regarding the Bonds. “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.

under any applicable judgment or decree or any loan agreement, option agreement, development agreement, indenture, bond or note (collectively, the “Material Agreements”) to which the Master Developer or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Master Developer’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Master Developer or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Master Developer nor any of its Affiliates is in default on any obligation to repay borrowed money, which default is reasonably likely to materially and adversely affect the Master Developer’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Master Developer) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Master Developer (with proper service of process or proper notice to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Master Developer (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Master Developer or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Master Developer’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Master Developer) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Master Developer, its Affiliates, ownership of the Property, the Master Developer’s development plan, the Master Developer’s financing plan, the Master Developer’s lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer’s development plan or the Master Developer’s financing plan, other loans of such Affiliates) as set forth under the captions “THE DISTRICT,” “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT,” “THE IMPROVEMENTS,” “SPECIAL RISK FACTORS—Property Values and Property Development—*Endangered and Threatened Species*” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Master Developer), is true and correct in all material respects and 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.

8. The Master Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Master Developer and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code

based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Master Developer in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Master Developer, the City, and/or the District or to which the Master Developer is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Master Developer has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Master Developer during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Master Developer.

11. The Master Developer intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Master Developer is able to pay its bills as they become due and no legal proceedings are pending against the Master Developer (with proper service of process to the Master Developer having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Master Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Master Developer, and except as disclosed in the Preliminary Official Statement including in the sections entitled "THE DISTRICT" and "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" the Master Developer currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Master Developer) levied against the Property prior to delinquency. The Master Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above, the Master Developer agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an “Indemnified Party” and together, the “Indemnified Parties”), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, “Claims”) incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Master Developer of a material fact contained in the information described in Paragraph 7, above, as of the date of the Preliminary Official Statement, or the omission by the Master Developer to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Master Developer contained therein, in light of the circumstances under which they were made not misleading. This indemnity provision shall not be construed as a limitation on any other liability which the Master Developer may otherwise have to any Indemnified Party, provided that in no event shall the Master Developer be obligated for double indemnification. Further, in no event shall the Master Developer’s liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Master Developer in writing; provided that the failure to notify the Master Developer shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Master Developer shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Master Developer thereof, the Master Developer shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Master Developer) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Master Developer and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Master Developer has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Master Developer; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Master Developer and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Master Developer shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Master Developer shall not be liable for any settlement of any proceeding effected without its written consent. The Master Developer shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include

any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, the Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliate of the Master Developer (including, if material to the Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur of which the undersigned has Actual Knowledge and which the undersigned believes would cause the information under the sections of the Preliminary Official Statement indicated in Paragraph 8 hereof, to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the undersigned shall notify the City and the Underwriter and if in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, the Master Developer shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting the Master Developer, its Affiliates, ownership of the Property, the Master Developer's development plan, the Master Developer's financing plan, The Master Developer's lenders, if any, and contractual arrangements of the Master Developer or any Affiliates of the Master Developer (including, if material to The Master Developer's development plan or the Master Developer's financing plan, other loans of such Affiliates) shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the City, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Master Developer shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

17. On behalf of the Master Developer, I have reviewed the contents of this Certificate and have met with counsel to the Master Developer for the purpose of discussing the meaning of its contents.



Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: \_\_\_\_\_, 2021

SOLAIRE COMMUNITY BUILDERS, LLC, a  
California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**FORM OF OPINION OF COUNSEL TO THE MASTER DEVELOPER**

\_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_

Re: CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY  
FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX  
BONDS SERIES 2021

Ladies and Gentlemen:

We have acted as special counsel to Solaire Community Builders, LLC, a California limited liability company (the "**Master Developer**") in connection with the development of certain property owned by the Master Developer (the "**Property**"), located within the boundaries of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (the "**Community Facilities District**"), and in connection with the issuance by the Community Facilities District of the \$\_\_\_\_\_ aggregate principal amount of Special Tax Bonds, Series 2021 (the "**Bonds**"). The Bonds are described in that certain Official Statement dated \_\_\_\_\_, 2021 (the "**Official Statement**").

The Bonds are being sold to Piper Sandler & Co., as underwriter (the "**Underwriter**"), pursuant to that certain Bond Purchase Agreement, dated \_\_\_\_\_, 2021 (the "**Bond Purchase Agreement**"), by and between the Underwriter and the City of Roseville (the "**City**"). This letter is provided for the benefit of the City and the Underwriter pursuant to Section 4(d)(13) of the Bond Purchase Agreement.

We advise you that we are not general counsel to the Master Developer and do not represent the Master Developer on a continuing basis. Rather, we represent the Master Developer as requested from time to time on specific matters.

In rendering the opinions hereinafter expressed, we have reviewed and examined the following documents:

- A. The Bond Purchase Agreement;
- B. The Continuing Disclosure Certificate, dated \_\_\_\_\_, executed by the Master Developer and \_\_\_\_\_, as the dissemination agent (the "**Disclosure Certificate**");
- C. Copies of (i) The Certificate of Status for the Master Developer issued by the California Secretary of State on \_\_\_\_\_, and (ii) the Entity Status Letter for the Master Developer issued by the California Franchise Tax Board on \_\_\_\_\_ (collectively, the "**Master Developer Good Standing Certificates**");

- D. Copies of: (i) the Articles of Organization of the Master Developer, originally dated \_\_\_\_\_, and all amendments thereto; and (ii) the Operating Agreement of the Master Developer, adopted \_\_\_\_\_ (collectively, the "**Master Developer Organizational Documents**");
- E. The Reliance Certificate of Master Developer set forth in Exhibit "A" attached hereto, dated the date hereof, and executed by an authorized representative of the Master Developer (the "**Certificate of the Master Developer**");
- F. Certificate of Master Developer, dated \_\_\_\_\_, 2021, delivered by the Master Developer pursuant to the Bond Purchase Agreement (the "**POS Certificate**");
- G. The Closing Certificate of Master Developer, dated the date hereof, delivered by the Master Developer pursuant to the Bond Purchase Agreement (the "**Master Developer's Closing Certificate**"); and
- H. The certificates of public officials and other persons required under the Bond Purchase Agreement, including the Certificate of the Master Developer, the POS Certificate, and the Master Developer's Closing Certificate (collectively, the "**Certificates**"), and such other documents as we deemed relevant for the purposes of this letter.

In conducting our examination, we have assumed, without investigation: (i) the genuineness of all signatures, the authenticity and completeness of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals from which such copies were made; (ii) the accuracy of the representations and warranties of the factual matters made by the Master Developer in the Disclosure Certificate and the Certificates, and the accuracy of the factual matters set forth in the Certificates, documents, and any other certificates and opinions delivered by any party in connection with this transaction; (iii) the legal capacity of all natural persons; (iv) as to the documents executed by parties other than the Master Developer (the "**Other Parties**"), the Other Parties' power to enter into and perform the obligations under such documents, and that such documents have been duly authorized, executed, and delivered by, and are legally valid and binding upon, and enforceable against, the Other Parties in accordance with their terms, and that the Other Parties will seek to enforce their respective rights under such documents only in good faith in commercially reasonable circumstances, and in a commercially reasonable manner; (v) that there are no oral or written terms or conditions (other than as expressed in the Disclosure Certificate) agreed to by the Master Developer and the Other Parties or by the Other Parties and any other party that would expand or modify the respective rights and obligations of the Master Developer or the Other Parties to the Disclosure Certificate (if any) or that would have an effect on the opinions rendered herein; and (vi) that the Other Parties are not subject to any statute, rule, or regulation, or to any impediment to which contracting parties are generally not subject, that requires any of the Other Parties (if any) to obtain the consent of, or to make a declaration or filing with, any governmental authority in connection with the execution and delivery of the Disclosure Certificate.

We have assumed (i) that the Master Developer has not dissolved or taken any action looking toward its dissolution, (ii) that no other event, whether voluntary or involuntary, has occurred that has caused the dissolution of the Master Developer, and (iii) that there are no proceedings pending or

contemplated for the merger, consolidation, conversion, dissolution, liquidation, or termination of the Master Developer.

We have not made or undertaken to make any investigation as to the state of title to the Property, and we express no opinion with respect to title to the Property. We have made such examination of the laws of the State of California and the laws of the United States of America as we deem relevant for the purposes of this letter. We have not considered the effect, if any, of the laws of any other jurisdiction upon the matters covered by this letter.

Based on the foregoing and subject to the assumptions and qualifications set forth in this letter, it is our opinion that:

1. Based solely on the Master Developer Good Standing Certificates, the Master Developer is a limited liability company validly existing and in good standing as a corporation under the laws of the State of California.

2. The Master Developer has the corporate power to execute, deliver, and perform its obligations under the Disclosure Certificate.

3. The Disclosure Certificate has been duly authorized, executed, and delivered by the Master Developer, and constitutes the valid and binding obligation of the Master Developer, enforceable against the Master Developer in accordance with its terms, subject to the qualifications set forth below.

With respect to the foregoing opinions, you should be aware of the following: The opinions expressed in paragraph 3 above are limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors. We advise you that the enforceability of the Disclosure Certificate may be limited by (i) certain equitable, legal, statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law, including, without limitation, concepts of notice, materiality, impairment of security, reasonableness, good faith and fair dealing, jurisdiction, service of process, venue, and applicable statutes of limitations and (ii) judicial discretion or statutory limitations with respect to the availability of equitable remedies or defenses, the calculation of damages, and the entitlement to attorneys' fees and other fees and costs. The provisions referred to above which may be limited or rendered ineffective include, without limitation, those that (a) purport to waive statutory or common law rights, (b) provide for indemnification to the extent such indemnification is against public policy, (c) provide for one party to act as attorney-in-fact for another party, and (d) provide for the exercise of set-off or similar rights. We express no opinion with respect to any indemnification, arbitration, contribution, penalty, choice of law, choice of forum, choice of venue, severability, or waiver provisions contained in the Disclosure Certificate.

We express no opinion as to the exclusion from gross income for federal income tax purposes of the interest on the Bonds, or the exemption of the interest on the Bonds from State of California personal income taxes.

We express no opinion as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including, but not limited to, the Securities Act of 1933, as amended.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of California. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of the State of California as currently in effect. We assume no obligation to supplement this letter if any applicable laws change after the date of this letter, or if we become aware of any facts that might change the opinions expressed above after the date of this letter.

We are not passing upon and do not assume any responsibility for the accuracy, completeness, or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness, or fairness of any such statements. However, in our capacity as special counsel to the Developer, we reviewed those sections of the Official Statement described below and we participated in conferences with representatives of the Developer, the Underwriter, Jones Hall as Bond Counsel and Disclosure Counsel, Stradling Yocca Carlson & Rauth, as Underwriter's Counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. We have reviewed only the electronic version of the Official Statement delivered to Matthew Berrien (mberrien@sticeblock.com) on \_\_\_\_\_, from MuniOS.com (the "Official Electronic Version"), and we assume that any printed version and all other electronic versions of the Official Statement are identical in all respects to such Official Electronic Version. Our statements herein with respect to the Official Statement do not pertain to any printed or electronic version of the Official Statement that is not identical in all respects to the Official Electronic Version. We also reviewed certain written statements of officers and other representatives of the Developer and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review, and reliance as described above, we advise you that no information came to the attention of the lawyers in our firm rendering legal services in connection with such representation that caused us to believe that, as of the date of the Official Statement and as of the date hereof, the statements contained in the Official Statement under the captions "THE DISTRICT," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," "THE IMPROVEMENTS," "SPECIAL RISK FACTORS—Property Values and Property Development—Endangered and Threatened Species" (but, under all captions, excluding any information cited as coming from a source other than the Developer and excluding any information regarding any appraisals, any absorption studies, and market value ratios and annual special tax ratios, and except that no belief or view is expressed as to (a) any financial statements and other financial, statistical, economic, demographic, or engineering data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions, or expressions of opinion, or (b) any information about valuation, appraisals, market absorption, archaeological, or environmental matters), contained or contain any untrue statement of a material fact or omitted or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. For purposes of this paragraph, "attention" refers to the conscious awareness of each of the lawyers in our firm who actively participated in rendering legal services in connection with such representation and "believe" refers to the actual, subjective, good faith belief of each of those lawyers. Please be advised that only Matthew Berrien has rendered such legal services in connection with such representation.

We express no view or belief as to the applicability or effect on the subject transaction of the securities laws of the State of California or of the United States of America, including but not limited to the Securities Act of 1933, as amended.

No attorney-client relationship has existed or exists between our firm and the City, the Community Facilities District, or the Underwriter in connection with the Bonds or by virtue of this letter. This letter, and the legal opinions herein, are rendered as of the date hereof and are furnished solely for your benefit in connection with the subject transaction and may not be relied upon for any other purpose or furnished to, used, circulated, quoted, or referred to by any other person without our prior written consent. This letter is not intended to, and may not, be relied upon by any owners of the Bonds.

We bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result. Our engagement with respect to this matter has terminated as of the date hereof, and we do not undertake to advise you of any matters that may come to our attention subsequent to the date hereof that may affect our legal opinions expressed herein.

This opinion letter and the opinions it contains shall be interpreted in accordance with the Legal Opinion Principles issued by the Committee on Legal Opinions of the American Bar Association's Business Law Section as published in 53 *Business Lawyer* 831 (May 1998). This letter is limited to the matters expressly set forth herein, and no opinion is implied or may be interred beyond the matters expressly stated herein.

Sincerely yours,

STICE & BLOCK, LLP

**EXHIBIT "A"**

\$ \_\_\_\_\_  
**CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY  
FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX  
BONDS SERIES 2021**

**RELIANCE CERTIFICATE OF SOLAIRE COMMUNITY BUILDERS, LLC**

The undersigned, on behalf of Solaire Community Builders, LLC., a California limited liability company (the "**Master Developer**"), has executed this certificate in connection with the development of certain property owned by the Master Developer (the "**Property**") located within the boundaries of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (the "**Community Facilities District**"), and in connection with the issuance by the Community Facilities District of the \$ \_\_\_\_\_ aggregate principal amount of Special Tax Bonds, Series 2021 (the "**Bonds**"). The Bonds are described in that certain Official Statement dated \_\_\_\_\_, 2021 (the "**Official Statement**"). The letter (the "**Letter**") being issued by Stice & Block, LLP (the "**Law Firm**") includes certain assumptions as to factual matters of which the Law Firm has no, or limited, knowledge. The Master Developer is providing the Law Firm with this certificate in order to allow the Law Firm to issue the Letter. Capitalized terms not defined in this certificate have the respective meanings given those terms in the Letter.

1. The Master Developer has reviewed the Letter, and all factual assumptions that support the opinions rendered in the Letter are true, correct, complete, and accurate as of the date hereof.

2. The copies of the Master Developer Organizational Documents delivered to the Law Firm by or on behalf of the Master Developer are true and complete copies thereof, which remain in full force and effect and have not been amended or modified as of the date hereof.

3. The Master Developer is a corporation, validly existing and in good standing under the laws of the State of California and is in good standing as a limited liability company under the laws of the State of California.

4. The Master Developer has the corporate power to execute, deliver, and perform its obligations under the Disclosure Certificate. The Master Developer has taken no voluntary action looking to the dissolution, winding up, termination or other cessation of the existence of the Master Developer.

5. The Disclosure Certificate has been duly authorized, executed, and delivered by the Master Developer, and constitutes the valid and binding obligation of the Master Developer, enforceable against the Master Developer in accordance with its terms.

6. The execution and delivery by the Master Developer of the Disclosure Certificate and the performance of its obligations thereunder will not conflict with or result in a violation of, or breach of or a default under, as applicable, (a) the Master Developer Organizational Documents, (b) any indenture, mortgage, deed of trust, lease, note, commitment, agreement, or other instrument to which the Master Developer is a party, or by which the Master Developer or the Property is bound,

or (c) any order, rule, or regulation of any court or other governmental body having jurisdiction over the Master Developer, the conflict, violation, or breach of which, in the case of clause (b) or (c), would have a material adverse effect on the Master Developer or the development, use, occupancy, or operation of the Property or any material portion thereof. The foregoing certifications are made as representations of fact only and are not meant to constitute legal conclusions. As representations of fact, the foregoing statements are intended to be relied upon by the Law Firm in issuing the Letter.

Dated: \_\_\_\_\_

SOLAIRE COMMUNITY BUILDERS, LLC, a  
California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT F**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

**CERTIFICATE OF TAYLOR MORRISON HOMES OF CALIFORNIA LLC**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville, California (the “City”), for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “District”), and Piper Sandler & Co. (the “Underwriter”), Taylor Morrison Homes of California LLC, a California limited liability company (the “Landowner”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate and the Taylor Morrison Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, a portion of the property within the District is held in the name of the Landowner (herein, the “Property”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property.

3. The Landowner has, or will have prior to the Closing, duly authorized the execution and delivery of the Taylor Morrison Continuing Disclosure Certificate at the Closing and the performance by the Landowner of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> (a) the Landowner and its Affiliates<sup>2</sup>, are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development

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<sup>1</sup> As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Landowner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate including the chief financial officer of the Landowner or, if the Landowner does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute 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 Landowner’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Landowner.

<sup>2</sup> “Affiliate” means any Person directly (or indirectly through one or more intermediaries) that exercises managerial control over the Landowner or that is under managerial control of the Landowner, and about whom information could be material to potential investors in their investment decision regarding the Bonds. “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.

agreement, indenture, bond or note (collectively, the “Material Agreements”) to which the Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner 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 Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Landowner (with proper service of process or proper notice to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Landowner (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Landowner or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Landowner’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Landowner) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates, ownership of the Property, the Landowner’s development plan, the Landowner’s financing plan, the Landowner’s lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner’s development plan or the Landowner’s financing plan, other loans of such Affiliates) as set forth under the captions “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison” and “CONTINUING DISCLOSURE—Master Developer and Merchant Builders” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Landowner), 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.

8. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including,

without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Landowner, the City, and/or the District or to which the Landowner is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

11. The Landowner intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Landowner is able to pay its bills as they become due and no legal proceedings are pending against the Landowner (with proper service of process to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Landowner may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Landowner, and except as disclosed in the Preliminary Official Statement including in the sections entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Taylor Morrison" the Landowner currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Landowner) levied against the Property prior to delinquency. The Landowner reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above, the Landowner agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "Claims") incurred by an

Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Landowner of a material fact contained in the information described in Paragraph 7, above, as of the date of the Preliminary Official Statement, or the omission by the Landowner to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Landowner 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 Landowner may otherwise have to any Indemnified Party, provided that in no event shall the Landowner be obligated for double indemnification. Further, in no event shall the Landowner's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Landowner in writing; provided that the failure to notify the Landowner shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Landowner shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Landowner thereof, the Landowner shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Landowner) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Landowner and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Landowner has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Landowner; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Landowner and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Landowner shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Landowner shall not be liable for any settlement of any proceeding effected without its written consent. The Landowner shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's

development plan or the Landowner'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 Landowner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliates of the Landowner (including, if material to the Landowner's development plan or the Landowner'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 Landowner shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

17. On behalf of the Landowner, I have reviewed the contents of this Certificate and have met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: \_\_\_\_\_, 2021

TAYLOR MORRISON HOMES OF CALIFORNIA  
LLC, a California limited liability company

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

## **EXHIBIT G**

### **CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2021**

#### **CERTIFICATE OF SOLAIRE-ROSEVILLE, L.P.**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville, California (the “City”), for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “District”), and Piper Sandler & Co. (the “Underwriter”), Solaire-Rosville, L.P., a Delaware limited partnership (the “Landowner”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of Delaware and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, a portion of the property within the District is held in the name of the Landowner (herein, the “Property”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> (a) the Landowner and its Affiliates<sup>2</sup>, 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 Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due

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<sup>1</sup> As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Landowner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate including the chief financial officer of the Landowner or, if the Landowner does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute 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 Landowner’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Landowner.

<sup>2</sup> “Affiliate” means any Person directly (or indirectly through one or more intermediaries) that exercises managerial control over the Landowner or that is under managerial control of the Landowner, and about whom information could be material to potential investors in their investment decision regarding the Bonds. “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.

with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner 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 Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency.

5. 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 Landowner (with proper service of process or proper notice to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Landowner (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Landowner or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Landowner's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Landowner) prior to delinquency.

6. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, other loans of such Affiliates) as set forth under the caption "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Beazer Homes" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Landowner), 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.

7. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents,



or any other agreements among the Landowner, the City, and/or the District or to which the Landowner is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

8. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

10. The Landowner 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.

11. To the Actual Knowledge of the Undersigned, the Landowner is able to pay its bills as they become due and no legal proceedings are pending against the Landowner (with proper service of process to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Landowner 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.

12. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Landowner, and except as disclosed in the Preliminary Official Statement including in the sections entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Beazer Homes" the Landowner currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Landowner) levied against the Property prior to delinquency. The Landowner reserves the right to change its development plan and financing plan for the Property at any time without notice.

13. Solely as to the limited information described in Paragraph 6 above, the Landowner agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "Claims") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Landowner of a material fact contained in the information described in Paragraph 6, above, as of the date of the Preliminary Official Statement, or the omission by the Landowner to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Landowner 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 Landowner may otherwise have to any Indemnified Party, provided that in no event shall the Landowner be obligated for double indemnification. Further, in no event shall the Landowner's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Landowner in writing; provided that the failure to notify the Landowner shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Landowner shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Landowner thereof, the Landowner shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Landowner) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Landowner and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Landowner has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Landowner; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Landowner and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Landowner shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Landowner shall not be liable for any settlement of any proceeding effected without its written consent. The Landowner shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

14. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner'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 7 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 Landowner 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.

15. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner’s development plan, the Landowner’s financing plan, the Landowner’s lenders, if any, and contractual arrangements of the Landowner or any Affiliates of the Landowner (including, if material to the Landowner’s development plan or the Landowner’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 Landowner 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.

16. On behalf of the Landowner, I have reviewed the contents of this Certificate and have met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: \_\_\_\_\_, 2021

SOLAIRE-ROSEVILLE, L.P., a Delaware limited  
partnership

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

## **EXHIBIT H**

**CITY OF ROSEVILLE  
SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1  
(PUBLIC FACILITIES)  
SPECIAL TAX BONDS  
SERIES 2021**

### **CERTIFICATE OF K. HOVNANIAN HOMES OF NORTHERN CA**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville, California (the “City”), for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “District”), and Piper Sandler & Co. (the “Underwriter”), K. Hovnanian Homes of Northern CA, a California corporation (the “Landowner”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of California and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, a portion of the property within the District is held in the name of the Landowner (herein, the “Property”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property.

3. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> (a) the Landowner and its Affiliates<sup>2</sup>, 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 Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due

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<sup>1</sup> As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Landowner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate including the chief financial officer of the Landowner or, if the Landowner does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute 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 Landowner’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Landowner.

<sup>2</sup> “Affiliate” means any Person directly (or indirectly through one or more intermediaries) that exercises managerial control over the Landowner or that is under managerial control of the Landowner, and about whom information could be material to potential investors in their investment decision regarding the Bonds. “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.

with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

4. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner 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 Landowner's ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency.

5. 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 Landowner (with proper service of process or proper notice to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Landowner (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Landowner or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Landowner's ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Landowner) prior to delinquency.

6. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner's financing plan, other loans of such Affiliates) as set forth under the caption "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—K. Hovnanian" (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Landowner), 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.

7. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including, without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents,

or any other agreements among the Landowner, the City, and/or the District or to which the Landowner is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

8. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

9. To the Actual Knowledge of the Undersigned, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

10. The Landowner 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.

11. To the Actual Knowledge of the Undersigned, the Landowner is able to pay its bills as they become due and no legal proceedings are pending against the Landowner (with proper service of process to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Landowner 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.

12. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Landowner, and except as disclosed in the Preliminary Official Statement including in the sections entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—K. Hovnanian" the Landowner currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Landowner) levied against the Property prior to delinquency. The Landowner reserves the right to change its development plan and financing plan for the Property at any time without notice.

13. Solely as to the limited information described in Paragraph 6 above, the Landowner agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "Claims") incurred by an Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Landowner of a material fact contained in the information described in Paragraph 6, above, as of the date of the Preliminary Official Statement, or the omission by the Landowner to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Landowner 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 Landowner may otherwise have to any Indemnified Party, provided that in no event shall the Landowner be obligated for double indemnification. Further, in no event shall the Landowner's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Landowner in writing; provided that the failure to notify the Landowner shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Landowner shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Landowner thereof, the Landowner shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Landowner) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Landowner and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Landowner has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Landowner; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Landowner and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Landowner shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Landowner shall not be liable for any settlement of any proceeding effected without its written consent. The Landowner shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

14. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's development plan or the Landowner'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 7 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 Landowner 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.

15. For the period through 25 days after the “end of the underwriting period” as defined in the Bond Purchase Agreement, if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner’s development plan, the Landowner’s financing plan, the Landowner’s lenders, if any, and contractual arrangements of the Landowner or any Affiliates of the Landowner (including, if material to the Landowner’s development plan or the Landowner’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 Landowner 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.

16. On behalf of the Landowner, I have reviewed the contents of this Certificate and have met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: \_\_\_\_\_, 2021

K. HOVNANIAN HOMES OF NORTHERN CA, a  
California corporation

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

## **EXHIBIT I**

### **CITY OF ROSEVILLE SVSP WESTPARK-FEDERICO COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES) SPECIAL TAX BONDS SERIES 2021**

#### **CERTIFICATE OF TRI POINTE HOMES, INC.**

In connection with the issuance and sale of the above-captioned bonds (the “Bonds”), and pursuant to Section 4(d)(13) of the Bond Purchase Agreement (the “Bond Purchase Agreement”) to be executed by and between City of Roseville, California (the “City”), for and on behalf of the City of Roseville SVSP Westpark-Federico Community Facilities District No. 1 (Public Facilities) (the “District”), and Piper Sandler & Co. (the “Underwriter”), Tri Pointe Homes, Inc., a Delaware Corporation (the “Landowner”), hereby represents, warrants and covenants to the City, the District and the Underwriter as of the date hereof that:

1. The Landowner is duly organized and validly existing under the laws of the State of Delaware and has all requisite limited liability company right, power and authority to: (i) execute and deliver this Certificate and the Tri Pointe Homes Continuing Disclosure Certificate; and (ii) undertake all of the transactions on its part described in the Preliminary Official Statement.

2. As set forth in the Preliminary Official Statement, a portion of the property within the District is held in the name of the Landowner (herein, the “Property”). The undersigned, on behalf of the Landowner, makes the representations herein with respect to all such Property.

3. The Landowner has, or will have prior to the Closing, duly authorized the execution and delivery of the Tri Pointe Homes Continuing Disclosure Certificate at the Closing and the performance by the Landowner of its obligations thereunder.

4. Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned,<sup>1</sup> (a) the Landowner and its Affiliates<sup>2</sup>, are not in breach of or in default under any applicable judgment or decree or any loan agreement, option agreement, development

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<sup>1</sup> As used in this Certificate, the phrase “Actual Knowledge of the Undersigned” shall mean the actual (as opposed to constructive) knowledge that the undersigned currently has or has obtained through (i) interviews with such current officers and responsible employees of the Landowner as the undersigned has reasonably determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth in this Certificate including the chief financial officer of the Landowner or, if the Landowner does not have a chief financial officer, the person who performs the functions usually associated with such officer (unless the undersigned is the chief financial officer or such person), and (ii) reviews of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to execute 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 Landowner’s current business and operations. The undersigned has not contacted any individuals who are no longer employed by, or associated with, the Landowner.

<sup>2</sup> “Affiliate” means any Person directly (or indirectly through one or more intermediaries) that exercises managerial control over the Landowner or that is under managerial control of the Landowner, and about whom information could be material to potential investors in their investment decision regarding the Bonds. “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.

agreement, indenture, bond or note (collectively, the “Material Agreements”) to which the Landowner or its Affiliates are a party or otherwise subject, which breach or default could reasonably be expected to materially and adversely affect the Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency and (b) no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default.

5. Except as described in the Preliminary Official Statement, there is no material indebtedness of the Landowner or its Affiliates that is secured by an interest in the Property. To the Actual Knowledge of the Undersigned, neither the Landowner 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 Landowner’s ability to complete the development of the Property as proposed in the Preliminary Official Statement or to pay the Special Taxes due with respect to the Property (to the extent the responsibility of the Landowner) prior to delinquency.

6. Except as set forth in the Preliminary Official Statement, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending against the Landowner (with proper service of process or proper notice to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, is pending against any Affiliate of the Landowner (with proper service of process to such Affiliate having been accomplished) or to the Actual Knowledge of the Undersigned is overtly threatened in writing against the Landowner or any such Affiliate which, if successful, is reasonably likely to materially and adversely affect the Landowner’s ability to complete the development of the Property as described in the Preliminary Official Statement or to pay the Special Tax (to the extent the responsibility of the Landowner) prior to delinquency.

7. As of the date thereof, to the Actual Knowledge of the Undersigned, the Preliminary Official Statement, solely with respect to information contained therein with respect to the Landowner, its Affiliates, ownership of the Property, the Landowner’s development plan, the Landowner’s financing plan, the Landowner’s lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner’s development plan or the Landowner’s financing plan, other loans of such Affiliates) as set forth under the captions “OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Tri Pointe Homes” and “CONTINUING DISCLOSURE—Master Developer and Merchant Builders” (excluding therefrom, in each case, information which is identified as having been provided by a source other than the Landowner), 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.

8. The Landowner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Landowner and its Affiliates which it controls will not bring any action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, regulatory agency, public board or body that in any way seeks to challenge or overturn the formation of the District, to challenge the adoption of the ordinance of the City levying Special Taxes within the District, to invalidate the District or any of the Bonds or any refunding bonds related thereto, or to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the amended notice of special tax lien relating thereto. The foregoing covenant shall not prevent the Landowner in any way from bringing any other action, suit or proceeding including,

without limitation, (a) an action or suit contending that the Special Tax has not been levied in accordance with the methodologies contained in the District's Rate and Method of Apportionment of Special Taxes pursuant to which the Special Taxes are levied, (b) an action or suit with respect to the application or use of the Special Taxes levied and collected, (c) an action or suit to enforce the obligations of the City and/or the District under the Formation Documents, the District Documents, or any other agreements among the Landowner, the City, and/or the District or to which the Landowner is a beneficiary (including, but not limited to, the Fiscal Agent Agreement).

9. Except as disclosed in the Preliminary Official Statement or as a matter of public record (including, without limitation, liens for *ad valorem* tax obligations), to the Actual Knowledge of the Undersigned, no public debt secured by a tax or assessment on the Property exists or is in the process of being authorized that would include any portion of the Property.

10. To the Actual Knowledge of the Undersigned, the Landowner has not been delinquent to any material extent in the payment of any *ad valorem* property tax, special assessment or special tax on property owned by the Landowner during the period of its ownership included within the boundaries of a community facilities district or an assessment district within California within the last five (5) years that (a) caused a draw on a reserve fund relating to such assessment district or community facilities district financing or (b) resulted in a foreclosure action being commenced against the Landowner.

11. The Landowner intends to comply with the provision of the Mello-Roos Community Facilities District Act of 1982, as amended relating to the Notice of Special Tax described in Government Code Section 53341.5 in connection with the sale of the Property, or portions thereof.

12. To the Actual Knowledge of the Undersigned, the Landowner is able to pay its bills as they become due and no legal proceedings are pending against the Landowner (with proper service of process to the Landowner having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Landowner may be adjudicated as bankrupt or discharged from any and all of its debts or obligations, or granted an extension of time to pay its debts or obligations, or be allowed to reorganize or readjust its debts, or be subject to control or supervision of the Federal Deposit Insurance Corporation.

13. Based upon its current development plans, including, without limitation, its current budget, and subject to economic conditions and risks generally inherent in the development of real property, many of which are beyond the control of the Landowner, and except as disclosed in the Preliminary Official Statement including in the sections entitled "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT—Tri Pointe Homes" the Landowner currently expects that it will have sufficient funds and/or sources of funds to complete the development of the Property as described in the Preliminary Official Statement and to pay Special Taxes (to the extent the responsibility of the Landowner) levied against the Property prior to delinquency. The Landowner reserves the right to change its development plan and financing plan for the Property at any time without notice.

14. Solely as to the limited information described in Paragraph 7 above, the Landowner agrees to indemnify and hold harmless, to the extent permitted by law, the City, the District, and their officials and employees, and each Person, if any (each, an "Indemnified Party" and together, the "Indemnified Parties"), who controls any of the foregoing within the meaning of Section 15 of the Securities Act of 1933, as amended, or of Section 20 of the Securities Exchange Act of 1934, as amended, against all claims, damages, or liabilities (collectively, "Claims") incurred by an

Indemnified Party under any statute or at law or in equity, to the extent that such Claims arise from an untrue statement by the Landowner of a material fact contained in the information described in Paragraph 7, above, as of the date of the Preliminary Official Statement, or the omission by the Landowner to state in the Preliminary Official Statement, as of its date, a material fact necessary to make the statements made by the Landowner 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 Landowner may otherwise have to any Indemnified Party, provided that in no event shall the Landowner be obligated for double indemnification. Further, in no event shall the Landowner's liability under this indemnification provision extend to any claims, damages, liability, losses or costs arising out of or related to the negligence or willful misconduct of an Indemnified Party.

In the event that a covered Claim is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Landowner in writing; provided that the failure to notify the Landowner shall not relieve it from any liability that it may have hereunder except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Landowner shall not relieve it from any liability that it may have to an Indemnified Party otherwise than under the above paragraph. If any proceeding shall be brought or asserted against an Indemnified Party upon a covered Claim, and it shall have notified the Landowner thereof, the Landowner shall retain counsel reasonably satisfactory to the Indemnified Party (who shall not, without the consent of the Indemnified Party, be counsel to the Landowner) to represent the Indemnified Party in such proceeding regarding the covered Claim and shall pay the fees and expenses of such counsel solely with respect to such proceeding, as incurred. Any Indemnified Party shall have the right to retain its own counsel in such proceeding, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Landowner and the Indemnified Party shall have mutually agreed to the contrary; (ii) the Landowner has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Landowner; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Landowner and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Landowner shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses, to the extent reasonable, shall be paid or reimbursed as they are incurred. Any such separate firm shall be designated in writing by such Indemnified Parties. The Landowner shall not be liable for any settlement of any proceeding effected without its written consent. The Landowner shall not, without the written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding upon a covered Claim in respect of which any Indemnified Party is a party, unless such settlement (x) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

15. If, between the date hereof and the Closing Date any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliate of the Landowner (including, if material to the Landowner's

development plan or the Landowner'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 Landowner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance reasonably satisfactory to counsel to the City and to the Underwriter.

16. For the period through 25 days after the "end of the underwriting period" as defined in the Bond Purchase Agreement, if any event relating to or affecting the Landowner, its Affiliates, ownership of the Property, the Landowner's development plan, the Landowner's financing plan, the Landowner's lenders, if any, and contractual arrangements of the Landowner or any Affiliates of the Landowner (including, if material to the Landowner's development plan or the Landowner'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 Landowner shall reasonably cooperate with the City and the Underwriter in the preparation of an amendment or supplement to the Official Statement in form and substance reasonably satisfactory to the Underwriter and Disclosure Counsel which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading.

17. On behalf of the Landowner, I have reviewed the contents of this Certificate and have met with counsel to the Landowner for the purpose of discussing the meaning of its contents.

Unless otherwise indicated, capitalized terms used herein and not defined have the meaning given to them in the Bond Purchase Agreement.

Dated: \_\_\_\_\_, 2021

TRI POINTE HOMES, INC., a Delaware corporation

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_





## COUNCIL COMMUNICATION

**CC #: 1382**  
**File #: 0600-01**

**Title:** Salary Schedules for City Council Appointed Positions and City Attorney  
Employment Personal Services Agreement  
**Contact:** Linda Hampton 916-774-5215 lhampton@roseville.ca.us

**Meeting Date: 4/7/2021**  
**Item #: 9.1.**

### RECOMMENDATION TO COUNCIL

Staff recommends that City Council take the following actions:

- 1) Adopt an ordinance to approve the attached City Council Appointed Positions (CCAP) salary schedule (Appendix N) reflecting a 6% salary increase for the City Manager, effective April 10, 2021, and an attached CCAP salary schedule (Appendix O) reflecting an approximate 1.84% reduction to the City Attorney salary, effective May 29, 2021; and,
- 2) Adopt the attached resolution to approve the Employment and Personal Services agreement between the City of Roseville and Michelle Sheidenberger to appoint her as the next City Attorney, effective May 29, 2021.

### BACKGROUND

The City has an existing employment contract with City Manager Dom Casey. The Council has completed the annual performance review of this City Council appointed position. As part of this review process, a total compensation study was conducted by an outside consultant of the City's labor market, including full service cities with electric utilities. To maintain a competitive compensation package in accordance with his employment contract, a 6% salary increase is recommended effective April 10, 2021.

In addition, Bob Schmitt, Roseville's City Attorney, will be retiring, with his last day of work being May 28, 2021, after 22 years of service to the City. The City Council, in a March 3, 2021 closed session, selected Michelle Sheidenberger to be the next City Attorney, effective May 29, 2021. Ms. Sheidenberger is the current Assistant City Attorney and has gained extensive expertise on the City's legal issues having worked in the City Attorney's Office for over 19 years. A four-year employment agreement has been drafted for the Council's review and approval. As part of this action, the City Attorney salary will be reduced by approximately 1.84% to \$21,583 monthly.

### FISCAL IMPACT

|               | Current Salary & Benefits | Proposed Salary & Benefits | Annual Impact * | Impact for remaining FY 2020-21 |
|---------------|---------------------------|----------------------------|-----------------|---------------------------------|
| City Manager  | \$424,418                 | \$449,884                  | \$25,466        | \$5,877                         |
| City Attorney | \$395,390                 | \$388,244                  | -\$7,146        | -\$1,649                        |

\* This amount includes the estimated annual pension cost of \$1,325.60.

The total annual impact for these updates is \$18,320 in the General Fund. With the implementation of these changes in the current fiscal year, there will be \$1,649 in salary savings in the City Attorney's Office and an additional cost of \$5,877 in the City Manager's Office, which can be absorbed in the current fiscal year budget. The additional annual cost of the City Manager salary and benefit increase will be included in the proposed FY2021-22 budget.

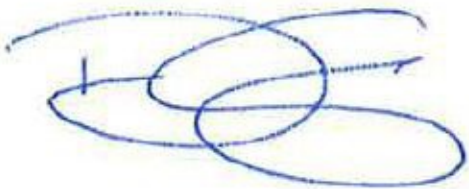
## ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director




---

Dominick Casey, City Manager

## **ATTACHMENTS:**

### **Description**

Ordinance 6345

2021-4-10 CCAP Salary Schedule

Ordinance 6346

2021-5-29 CCAP Salary Schedule

Resolution 21-134

City Attorney Contract



ORDINANCE NO. 6345

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING  
ORDINANCE NO. 6311, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED  
POSITIONS, AS AMENDED BY APPENDIX "N" TO BE EFFECTIVE  
APRIL 10, 2021 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6311, the Salary Ordinance for City Council Appointed Positions, is hereby amended as shown on Appendix "N" attached hereto.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective April 10, 2021 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect April 10, 2021. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

|        |                 |
|--------|-----------------|
| AYES   | COUNCILMEMBERS: |
| NOES   | COUNCILMEMBERS: |
| ABSENT | COUNCILMEMBERS: |

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## City of Roseville

### Salary Schedule: City Council Appointed Position--

Appendix:N  
Effective Date:04/10/2021

**CCAP City Council Appointed  
Position**

| Grade Code | Grade Name          | Step Name | Hourly   | Bi-Weekly | Monthly  | Annual    |
|------------|---------------------|-----------|----------|-----------|----------|-----------|
| 1235       | Acting City Manager | Step A    | 122.5472 | 9803.78   | 21241.51 | 254898.18 |
| 1200       | City Attorney       | Step A    | 126.8111 | 10144.89  | 21980.59 | 263767.09 |
| 1240       | City Manager        | Step A    | 144.2887 | 11543.10  | 25010.04 | 300120.50 |

ORDINANCE NO. 6346

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING  
ORDINANCE NO. 6345, THE SALARY ORDINANCE FOR CITY COUNCIL APPOINTED  
POSITIONS, AS AMENDED BY APPENDIX "O" TO BE EFFECTIVE  
MAY 29, 2021 AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6345, the Salary Ordinance for City Council Appointed Positions, is hereby amended as shown on Appendix "O" attached hereto.

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective May 29, 2021 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect May 29, 2021. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

|        |                 |
|--------|-----------------|
| AYES   | COUNCILMEMBERS: |
| NOES   | COUNCILMEMBERS: |
| ABSENT | COUNCILMEMBERS: |

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



## City of Roseville

### Salary Schedule: City Council Appointed Position--

Appendix:O  
Effective Date:05/29/2021

**CCAP City Council Appointed  
Position**

| Grade Code | Grade Name          | Step Name | Hourly   | Bi-Weekly | Monthly  | Annual    |
|------------|---------------------|-----------|----------|-----------|----------|-----------|
| 1235       | Acting City Manager | Step A    | 122.5472 | 9803.78   | 21241.51 | 254898.18 |
| 1200       | City Attorney       | Step A    | 124.5193 | 9961.54   | 21583.35 | 259000.14 |
| 1240       | City Manager        | Step A    | 144.2887 | 11543.10  | 25010.04 | 300120.50 |

RESOLUTION NO. 21-134

APPROVING AN EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ROSEVILLE AND MICHELLE SHEIDENBERGER, AND AUTHORIZING  
THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Employment and Personal Services Agreement regarding the position of  
City Attorney, between the City of Roseville and Michelle Sheidenberger, 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 Mayor 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  
\_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



EMPLOYMENT AND PERSONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ROSEVILLE  
AND MICHELLE SHEIDENBERGER

THIS EMPLOYMENT AND PERSONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Roseville, a municipal corporation (hereinafter "City") and Michelle Sheidenberger, an individual (hereinafter referred to as "Attorney").

RECITALS:

WHEREAS, City requires the services of a full time, experienced city attorney; and

WHEREAS, Attorney is qualified, by training and experience, to render such services, and has agreed to so perform pursuant to this Agreement; and

WHEREAS, City desires to retain Attorney to perform such services upon the term and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Attorney agree as follows:

1. Duties. Attorney shall diligently and faithfully perform the duties of City Attorney of the City of Roseville, as such duties are set forth in City's Charter, Ordinances, Resolutions, Rules and Regulations and applicable laws of the State of California. Such duties may be modified from time to time upon such terms as are mutually agreeable to City and Attorney.
2. Exclusive Employment. Attorney shall not accept employment as an attorney at law from or on behalf of any other person, firm, corporation or entity during the term of this Agreement. The foregoing shall not be construed to prevent Attorney from performing volunteer community service, or *pro bono* services, provided that Attorney shall, prior to performing any

such services, disclose such anticipated services to the City Council of City and obtain its approval, and provided further that such outside services shall not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Attorney's ability to fully perform her duties for City hereunder.

3. Term, Termination and Severance Pay. The term of this Agreement shall commence on May 29, 2021, and shall continue for four (4) years and shall expire on May 29, 2025, unless this provision is amended by the parties or this Agreement is terminated as provided hereunder.

3.1. The City Council shall have the right to terminate this Agreement at any time and without cause by a majority vote of such Council. In the event that this Agreement is terminated by City without cause, City shall then pay Attorney as a severance payment the cash equivalent of six (6) months aggregate salary in addition to all of those benefits which at that time have already accrued to and vested in Attorney, in consideration of the obligation to devote her services solely to the City during the term of this Agreement; provided, however, that in no event shall the severance payment exceed the salary for the number of months remaining on the unexpired term of this Agreement.

City and Attorney expressly agree that no additional benefits shall accrue to Attorney from and after the date of termination, and that Attorney shall not be eligible to receive any payment for accrued sick leave except to the extent allowed at retirement pursuant to the Roseville Municipal Code and any applicable compensation and benefit resolution. However, Attorney shall be allowed to convert accrued sick leave to PERS service credit to the extent permitted by PERS regulations and City's agreement with PERS.

Notwithstanding the foregoing, any cash payment related to termination of this Agreement that Attorney receives shall be fully reimbursed to City if Attorney is convicted of a

crime involving an abuse of office or position. For purposes of this Agreement, "abuse of office or position" shall be as defined in Section 53243.4 of the California Government Code, as amended. Additionally, if the City provides funds for a legal criminal defense or paid leave pending an investigation, the Attorney must fully reimburse the City for any funds the City provided for a legal criminal defense or for any paid leave pending an investigation, if Attorney is convicted of a crime involving an abuse of her office or position in accordance with Government Code Sections 53243 and 53243.1.

3.2. As an alternative to the cash payment set forth above, City shall have the right to elect to terminate this Agreement by giving Attorney six (6) months written notice of termination, in which case, the date of termination shall occur at the expiration of the six (6) month notice period, and Attorney shall continue to accrue and receive benefits pursuant to this Agreement, the Roseville Municipal Code and any applicable compensation and benefits resolution until such date of termination.

3.3. Notwithstanding the foregoing, City may terminate this Agreement for cause, without obligation to make any cash payment whatsoever (with the exception of accrued and vested salary and benefits) to Attorney, upon a determination made by a majority vote of the City Council that the Attorney has adversely affected the City or the reputation of the City or the Office of City Attorney, by misfeasance, malfeasance, nonfeasance, incapacity, or an act of moral turpitude. The determination of the City Council shall be binding and not subject to further appeal.

3.4. Attorney may terminate this Agreement by submitting a written resignation to City, which resignation shall provide for a minimum notice period of ninety (90) days. With the exception of accrued and vested salary and benefits, the Attorney shall not receive any cash payout or severance upon her resignation.

4. Review, Evaluation and Goal Setting. City shall meet annually with Attorney to review and evaluate her performance and to set goals. City shall utilize such reviews to recognize Attorney's performance, to identify areas for modification or improvement, and to provide direction and a reasonable time period for any desired improvement.

5. Salary. City shall pay Attorney, for services rendered hereunder, a salary of TWO HUNDRED FIFTY NINE THOUSAND DOLLARS (\$259,000) per year. Future adjustment to such salary shall be governed by City's Charter, Ordinances, Resolutions, Rules, Regulations and practices then in effect, and this Agreement. Except with regard to salary, Attorney shall be subject to the Management/Confidential Terms, Conditions and Understandings document as set forth therein. Throughout the term of this Agreement, the Attorney salary shall be reviewed annually by the City Council during the performance evaluation of Attorney and may be increased in an amount determined by the City Council based on merit; provided, however, City shall not reduce Attorney's salary or benefits unless Attorney receives a written performance evaluation with an "unsatisfactory" rating that provides Attorney with direction and a six-month time period for improvement before such reduction would be instituted.

6. Benefits. Except as expressly provided herein, City shall provide benefits to Attorney at least equivalent to those provided for management employees in the then-current Management/Confidential Terms, Conditions and Understandings document as adopted by the City Council. City shall also, during the term of this Agreement, provide all of the following:

6.1. Contribute to Attorney's deferred compensation account established pursuant to either section 457 or 401(a) of the Internal Revenue Code (or any successor programs established by statute or City Council action) an amount equal to three percent (3%) of base salary per year. This shall be the total amount of deferred compensation contributions provided to Attorney by City and may be modified only by written amendment to this Agreement.

6.2. Provide to Attorney one hundred (100) hours paid management leave per calendar year. Management leave not taken or cashed out within the calendar year within which it is issued will be forfeited, notwithstanding any provisions of the Roseville Municipal Code or any compensation and benefits resolution which would otherwise allow payoff of a portion of such leave.

6.3. Reimburse Attorney for City-related business expenses, subject to such Rules, Regulations and Policies as the City may establish or amend from time to time.

6.4. Upon annual review of performance of Attorney the City Council may provide to Attorney a Professional Development Incentive.

7. Professional Development. City shall also budget and pay for Attorney's membership in the State Bar of California, together with professional dues and subscriptions as necessary for professional growth and development, and shall budget and pay Attorney's travel and subsistence expenses to enable Attorney to participate in selected professional development programs.

8. Amendment. This Agreement may be amended from time to time by mutual consent of Attorney and City, provided that no such amendment shall be effective or of any force or effect unless expressed in a writing duly authorized and executed by both City and Attorney.

9. Entire Agreement. This Agreement sets forth the entire agreement between City and Attorney. No promises or representations have been made or relied upon by either party hereto, except as expressly set forth herein.

10. Negotiation and Representation. City and Attorney agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party

has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. Attorney and City expressly acknowledge that she was not representing the City of Roseville regarding the terms of or the making of this Agreement and was not acting as the City Attorney in the negotiation and making of this Agreement. The parties agree that any ambiguities in construing or interpreting this Agreement shall not be resolved against any party by reason of that party's role in drafting this Agreement. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original of the same Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor 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 \_\_\_\_\_, 2021, and ATTORNEY has caused this Agreement to be executed.

CITY OF ROSEVILLE:

ATTORNEY:

By: \_\_\_\_\_  
KRISTA BERNASCONI  
Mayor

By:   
MICHELLE SHEIDENBERGER

ATTEST:

By: \_\_\_\_\_  
SONIA OROZCO  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ROBERT R. SCHMITT  
City Attorney

APPROVED:

By: \_\_\_\_\_  
DENNIS KAUFFMAN  
Assistant City Manager/Chief Financial Officer



## COUNCIL COMMUNICATION

CC #: 1369

File #: 0709 & 0214 & 0201-01

**Title:** Emergency Rental Assistance - Grant Agreement and Budget Adjustment

**Contact:** Trisha Isom 916-746-1239 [tisom@roseville.ca.us](mailto:tisom@roseville.ca.us)  
Laura Matteoli 916-774-5284 [lmatteoli@roseville.ca.us](mailto:lmatteoli@roseville.ca.us)

**Meeting Date:** 4/7/2021

**Item #:** 10.1.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution to ratify a grant agreement with Placer County to administer the Emergency Rental Assistance Program grant to benefit Roseville residents; and
2. Adopt an ordinance to approve a budget adjustment in the amount of \$5,128,073.61

### BACKGROUND

The United States Treasury Department established the Emergency Rental Assistance (ERA) program which made available \$25 billion to assist renter households unable to pay rent and utilities due to the COVID-19 pandemic. On January 9, 2021, Placer County applied for funding and received notice of an ERA grant in the amount of \$11,843,012.90 on January 21, 2021. This funding will assist low-income households at or below 80% of the area median income who rent their homes and are unable to pay rent and/or utilities due to loss of income from the COVID-19 pandemic. The funding was made available for immediate distribution and, with some minor exceptions, must be used by December 31, 2021.

The ERA funding was not made available to the City of Roseville as the Treasury offered funding only to those counties and cities with populations greater than 200,000. In recognition of the large portion of Placer County residents who live within the City of Roseville and given the effectiveness and success of the Roseville Housing Division's administration of housing programs, Placer County requested that the City of Roseville Housing Division help distribute the ERA funding to renters in need, and in turn landlords and utility providers. The Housing Division has partnered with Roseville Electric to ensure all utility arrears are paid for qualified renter households. Should funding not be expended in its entirety by December 31, 2021, the City of Roseville must return unspent funds to Placer County.

The Roseville Housing Division will manage Placer County's ERA program and assist individuals renting and leasing units in the city limits of Roseville who, because of loss of income or hardship due to the COVID-19 pandemic, have or are about to fall behind in their rental and/or utility



payments. The program will allow for rental and utility arrears to be paid in full from March of 2020 to present. The program does not set a limit on the amount that an applicant can receive and the intention is to have all arrears paid to ensure people remain housed. Once all arrears are paid, applicants will be eligible for future rent and utility payments. These payments can be made for up to three months at a time, and will cover full rent and utility costs. If further assistance is required after the initial three months, applicants will need to reapply by way of a streamlined reapplication process, and may be eligible for a total of 12 months of rent and utility payments through March 31, 2022.

Households may apply for the ERA program and will need to contact the Placer County 211 system by dialing 2-1-1, 1-833-DIAL211 or visiting [www.211ConnectingPoint.org](http://www.211ConnectingPoint.org). Operators for 211 will screen each household for potential eligibility. All Roseville residents that pass the income qualification screening will receive a referral to the City of Roseville Housing Division. Eligible applicants will be sent the ERA application to apply. The Treasury Department program guidelines provides for priority application processing for renters that meet specific preferences. These are applicants that are at or below 50% of Area Median Income and those with a household member that has been unemployed for 90 days or more at the time of application. During the initial application period, these applications will be prioritized and processed first, while those not meeting these will be initially wait listed. Placer County and the City of Roseville will work together to ensure consistency in program implementation.

The ERA contract was approved by the Placer County Board of Supervisors at their March 9, 2021 meeting; and the effective date of the contract is March 10, 2021. The City of Roseville received a copy of the approved contract from Placer County on March 10, 2021 after the March 17 Council agenda was finalized. The ERA program is set to begin receiving applications on Thursday, March 18, 2021 and it was imperative to have the contract signed by all parties prior to commencement of the grant program. The contract was signed by the City Manager pursuant to Executive Order 20-03 on March 16, 2021.

### FISCAL IMPACT

The ERA program will provide an important service for Roseville's low-income residents experiencing additional hardship given the COVID-19 pandemic. Through payment of rental and utility arrears and current rent and utility payments, this program will invest \$5,128,000 into the local economy. The ERA program will not create additional costs to the City's General Fund. Approximately \$350,000 of the grant is available to help cover staff costs for program administration.

### ENVIRONMENTAL REVIEW

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

Approval of a Grant Agreement for Emergency Rental Assistance Program and approval of a budget adjustment do not meet the above criteria and are not subject to CEQA. No additional environmental review is required.

Respectfully Submitted,

Trisha Isom, Housing Manager

Laura Matteoli, Economic Development Director

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

---

Dominick Casey, City Manager

**ATTACHMENTS:**

**Description**

Resolution 21-121

Roseville/Placer County Emergency Rental Assistance Grant Agreement

Ordinance 6344

Budget Adjustment

RESOLUTION NO. 21-121

APPROVING A GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE  
AND PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES, AND  
RATIFYING THE CITY MANAGER'S EXECUTION OF IT ON BEHALF OF  
THE CITY OF ROSEVILLE

WHEREAS, a Grant Agreement with Placer County Health & Human Services for  
Emergency Rental Assistance, has been reviewed by the City Council; and

WHEREAS, staff recommends City Council ratifying the City Manager's execution of  
the Grant Agreement.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Roseville that the  
City Manager's execution of said agreement is hereby ratified 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

**GRANT AGREEMENT  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Emergency Rental Assistance  
CONTRACT NO. HHS000224  
BEGINS: March 10, 2021  
ENDS: March 31, 2022  
ADMINISTERING AGENCY: Health and Human Services, Administration

This is an Agreement made and operative as of the 10<sup>th</sup> day of March, 2021, between the COUNTY OF PLACER, through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Roseville, a municipal corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY wishes to provide emergency rental and utility assistance, and

WHEREAS, CONTRACTOR is an experienced partner in housing assistance, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with assistance in distributing rental and utility assistance through the federal Emergency Rental Assistance (ERA) program, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **FUNDING:** COUNTY will issue funding to CONTRACTOR for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Funding Provisions. The funding specified in Exhibit B shall be the only funding made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of funding made under this Agreement shall not exceed **Five Million, One Hundred Twenty-Eight Thousand, Seventy-Three Dollars and Sixty-One Cents (\$5,128,073.61)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
  - 5.1. CONTRACTOR shall provide a single invoice to the COUNTY within 10 days of execution of this Agreement. COUNTY will review, approve, and pay the invoice within 30 days of receipt.

- 5.2. The invoice for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal  
Attn: Accounts Payable  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by CONTRACTOR'S personnel. If COUNTY funds equipment as part of this contract, COUNTY will retain Equipment.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

- 10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
- 10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.
- 10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from March 10, 2021, through March 31, 2022. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

- 12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY's sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.
- 12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

13. **TERMINATION:**

- 13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Funding section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **STANDARD OF PERFORMANCE:** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

16. **RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and

control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.
18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
20. **CONFIDENTIALITY of RECORDS and INFORMATION:**
- 20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality. CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid



in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

22. **CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Robert L. Oldham, Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

If to CONTRACTOR: Dominick Casey, City Manager  
316 Vernon Street, Suite 150  
Roseville, CA 95678

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.

26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.

27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.

28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.
31. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

***//Signatures on following page***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

City of Roseville ("CONTRACTOR")\*

PLACER COUNTY ("COUNTY")

  
\_\_\_\_\_  
Signature  
*Dominick Casey, City Manager*  
\_\_\_\_\_  
Dominick Casey, City Manager  
  
Date: 3/16/2021

\_\_\_\_\_  
  
Robert L. Oldham, Director  
Placer County Health & Human Services  
  
Date: \_\_\_\_\_

Approved as to Form  
Office of Placer County Counsel  
  
\_\_\_\_\_  
  
Date: \_\_\_\_\_

**EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Funding Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – Grants - Special Terms and Conditions
- Exhibit E – Federally Funded Contracts
- Exhibit F – Reporting Exhibit
- Exhibit G – Certification Regarding Lobbying
- Exhibit H – U. S. Department of the Treasury Emergency Rental Assistance Grant Application

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**SCOPE OF SERVICES**

1. COUNTY will
  - a. Receive and process referrals and applications from all residents of the Placer County within the City of Roseville.
  - b. Provide contractor \$5,128,073.61 funding to operate ERA program
  - c. Partner with contractor to ensure standardized program processes and procedures to ensure consistent experience and benefits for all Placer County residents.
  - d. Work with 211 operator Connecting Point to ensure referrals for ERA for residents of Roseville are received by the contractor.
2. CONTRACTOR shall:
  - a. Receive and process referrals and applications from all residents of the City of Roseville.
  - b. Provide rental assistance payments to property owners to cover rental arrears for program eligible applicants.
  - c. Provide rental assistance payments to property owners for current rent in three-month increments for program eligible applicants.
  - d. Provide utility and home energy cost assistance payments to utility companies to cover past utilities for program eligible applicants, including electric, gas, propane, water, sewer and trash removal.
  - e. Provide utility and home energy cost assistance payments to utility companies to cover current utilities in three-month increments for program eligible applicants, including electric, gas, propane, water, sewer and trash removal.
  - f. Calculate household income and determine eligibility for applicants affected by the pandemic that meet program criteria and have an income level at or below 80 percent of the Placer County median income.
  - g. Issue payments to program eligible applicants per United States Treasury Emergency Rental Assistance grant conditions.
  - h. Make all possible efforts to ensure that aid provided is not duplicate aid already provided through other federally funded programs, including but not limited to coordination with the COUNTY, Placer County Housing Authority, State, and Federal Government consistent with legal requirements.
  - i. Administer the grant program consistent with procedures set forth by Placer County and the provisions set forth by the United States Treasury set forth in Exhibit I to this Agreement.

**Reporting Requirements**

1. CONTRACTOR will collect information as to the number of applications received in order to report to the Treasury the acceptance rate of applicants for assistance.
2. CONTRACTOR will comply with requirements in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information that is collected.
3. To ensure the Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, CONTRACTOR will collect the following information:
  - Address of the rental unit,
  - Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,
  - Amount and percentage of monthly rent covered by ERA assistance,
  - Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance

- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears) provided to each household,
- Amount of outstanding rental arrears for each household
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided
- Household income and number of individuals in the household, and
- Gender, race, and ethnicity for the primary applicant for assistance.

3. **DEFINITION OF TERMS:**

ERA -Emergency Rental Assistance Program – Funding from the Federal Treasury Department to assist renter households at or below 80% of the Placer County median income unable to pay rent and/or utilities due to loss of income from the COVID-19 pandemic in accordance with regulations put forward by the Treasury.

**FUNDING PROVISIONS**

COUNTY will fund CONTRACTOR in an amount not to exceed \$5,128,073.61 to fulfill the grant requirements set forth in the Scope of Work, Exhibit A.

**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

**Cancellation Notice** - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products-Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:



- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

#### 5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

#### 6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

#### 7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

**GRANTS - Special Terms and Conditions**

This Agreement is a Grant Agreement in which COUNTY is the grantor or the sub-grantor. The project description is contained in the introductory paragraphs of the base Agreement and in Exhibit A, Scope of Services. This grant serves the following public purpose:

- Ex. Providing emergency rental assistance to maintain housing for tenants and payment for landlords and utility providers

1. Sole Use. CONTRACTOR agrees to use the County funds solely for the purposes of the project as identified in the Agreement.

2. Open to Public. The grant project will be open to the members of the public the grant was designed to serve.

3. Right of Control. The Placer County Board of Supervisors reserves the right of control over all discretionary decisions related to expenditure of County funds. In approving this grant Agreement the Placer County Board of Supervisors, either directly or through a delegation of its authority, makes the finding that this grant serves a public purpose by promoting the general welfare of the County and its inhabitants, thus benefitting the County.

4. Equipment: COUNTY discourages the use of grant funds for the purchase or maintenance of equipment, materials, supplies or property of any kind. However, where the grant identifies a service project that will be carried out with the grant funds, and identifies that a portion of the grant funds will be used to purchase equipment that will be directly used to carry out the service project, CONTRACTOR may use grant funds to purchase the equipment. These grant funds may not be used toward the purchase of real property. These grant funds may not be used toward the purchase or maintenance of equipment, materials, or supplies, as defined in OMB 2 CFR Part 200 unless those are specifically identified in Exhibit B, Funding Provisions. Any such identification would include details of purchase price and portion of grant funds to be used toward the purchase. CONTRACTOR agrees that such equipment, materials, supplies or property will be directly used to carry out the service project(s) that this grant funds. Capital equipment purchased with grant funds shall be the property of the State or COUNTY, as appropriate.

5. Written accounting. The contractor will provide a written accounting of County funds expended on a quarterly basis, or more frequently if requested in a writing by the CONTRACT ADMINISTRATOR. Contractor will provide a final accounting upon expenditure of all County funds or upon completion of the project to support a finding that that expenditures have been made in accordance with the grant agreement.

**Federally Funded Contracts**

COUNTY will inform CONTRACTOR of any changes related to funding sources in this agreement as a result of COUNTY's Quarterly funding reviews. If changes are needed to reflect updated Federal Funding, this Exhibit is subject to modification with written approval of the County Contract Administrator and the Revenue and Budget Manager and CONTRACTOR will receive the updated Exhibit.

1. **SINGLE AUDIT OF FEDERAL FUNDS:** CONTRACTOR acknowledges that this Agreement is funded in whole or in part with federal funds. Local governments and non-profit organizations that expend a combined total of more than \$750,000 in federal financial assistance (from all sources including Emergency Rental Assistance (ERA) Program in any fiscal year must have a single audit for that year. CONTRACTOR agrees to provide a copy of the Single Audit report and/or other types of required audit reports, within the earlier of 30 days after receipt of the report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the COUNTY with approval from the cognizant or oversight agency. The report(s) shall be submitted to the address below:

Placer County Health and Human Services  
Attn: HHS Internal Audit  
3091 County Center Drive, Suite 290  
Auburn, CA 95603

2. **FEDERAL AWARD IDENTIFICATION:**

Subgrantee Name: Contractor Name  
Subgrantee DUNS Number: 0761196430000  
Federal Award Identification Number (FAIN): ERA0270  
Federal Funds Obligated to the Subgrantee under this Agreement: \$5,128,073.61  
Federal Awarding Agency: Name of Agency  
Pass Through Entity: County of Placer, Health and Human Services Department  
Catalog of Federal Domestic Assistance (CFDA) Name: Emergency Rental Assistance (ERA) Program  
CFDA Number: 21.023  
Research and Development Grant: No (Formula Grant)  
Indirect Cost Rate: Not Applicable

Should the Subgrantee be determined to be a Subrecipient, pursuant to the criteria of 2 CFR Part 200 (the "Uniform Guidance"), the Subrecipient shall be subject to the Subrecipient Monitoring requirements outlined in the Uniform Guidance. Per 2 CFR Section 200.331, all pass-through entities must ensure that every sub-award is clearly identified to the subgrantee as a sub-award. As part of the Subrecipient Monitoring requirements, additional information will provided to CONTRACTOR at the time of the of the subaward or when modified. Authorized Federal, State and County representatives shall have the right to monitor and evaluate the Subrecipient's administrative, fiscal and program performance pursuant to this Agreement. The Subrecipient agrees to cooperate with monitoring and evaluation processes and will make any administrative program and fiscal staff available during scheduled monitoring processes including but not limited to administrative processes, policies, procedures and procurement, audits, inspections of project premises, and interviews of project staff and participants.

**Reporting Exhibit**

**CONTRACTOR** agrees to provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement including and not limited to:

CONTRACTOR shall submit quarterly status reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving any outcomes set forth in the Scope of Services exhibit, and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by August 31 for the preceding fiscal year.

CONTRACTOR shall make annual client outcome information available to COUNTY within 60 days of fiscal year end. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

Certification Regarding Lobbying**CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES:**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Roseville

Name of Contractor

HHS000224

Contract/Grant Number

3/16/2021

Date

DOMINICK CASEY

Printed Name of Person Signing for Contractor



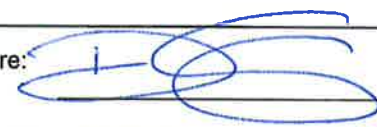
Signature of Person Signing for Contractor

CITY MANAGER

Title

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

Approved by OMB 0348-0046

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                 |                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                         | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>Year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, If known: _____                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, If known: _____                                                                 |
| <b>6. Federal Department/Agency</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____                                                                                            |                                                                                                                                                                                                           |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>9. Award Amount, if known:</b><br><br>\$ _____                                                                                                                               |                                                                                                                                                                                                           |
| <b>10.a. Name and Address of Lobbying Registrant</b><br><i>(If individual, last name, first name, MI):</i>                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>b. Individuals Performing Services (including address if different from 10a.)</b><br><i>(Last name, First name, MI):</i>                                                     |                                                                                                                                                                                                           |
| <b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</b> |                                                                                                                                                                                 |                                                                                                                                                                                                           |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Signature:</b> <br/> <b>Print Name:</b> DOMINICK CASEY<br/> <b>Title:</b> City Manager<br/> <b>Telephone No.:</b> (916) 774-5362         </div> <div style="width: 45%; text-align: right;"> <b>Date:</b> 3/16/2021         </div> </div>                                                                                                     |                                                                                                                                                                                 |                                                                                                                                                                                                           |
| <b>Federal Use Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                 | Authorized for Local Reproduction<br>Standard Form-LLL (Rev. 7-97)                                                                                                                                        |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



## EXHIBIT H

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

|                                                                                              |                                                                                  |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Recipient name and address:<br>Placer County<br>2970 Richardson Dr.<br>Auburn, CA 95603-0000 | DUNS Number:<br>07-154-9588<br><br>Taxpayer Identification Number:<br>94-6000527 |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name: Todd M. Leopold

Title: Placer County Executive Officer

Date signed: 1/11/21

U.S. DEPARTMENT OF THE TREASURY  
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
  - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
  - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
  - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
  - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
  - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
  - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
  - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
  - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
  - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
  - d. Funds for payment of a debt must not come from other federally sponsored programs.
12. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
  - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ORDINANCE NO. 6344

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE  
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2020-21  
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY  
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2020-21, is hereby amended as listed on the attached budget adjustment for the Emergency Rental Assistance funding.

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 \_\_\_\_\_, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk





## REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Trisha Isom, Housing Manager FISCAL YEAR: FY2020-21  
PREPARER NAME & TITLE: Melissa Hagan, Management Analyst II COUNCIL DATE (if applicable): 04/07/21  
DEPARTMENT/DIVISION: Economic Development - Housing ORDINANCE: \_\_\_\_\_

### EXPENDITURES/EXPENSES/TRANSFERS OUT

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                             |
|----------------|---------|--------|---------|-------------|---------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                         |
| 2270           | 5570    | 84001  | 700028  | 5,128,074   | Increase budget for Emergency Rental Assistance Program |
|                |         |        |         |             |                                                         |
|                |         |        |         |             |                                                         |
|                |         |        |         |             |                                                         |
| TOTAL          |         |        |         | 5,128,074   |                                                         |

### REVENUES/TRANSFERS IN

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION                                          |
|----------------|---------|--------|---------|-------------|------------------------------------------------------|
| Fund           | Account | Center | Project | Adjustment  |                                                      |
| 2270           | 4401    | 54011  |         | 5,128,074   | Increase Emergency Rental Assistance program revenue |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
|                |         |        |         |             |                                                      |
| TOTAL          |         |        |         | 5,128,074   |                                                      |

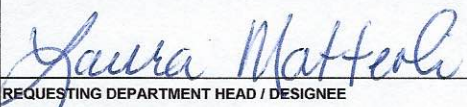
|                |   |
|----------------|---|
| NET ADJUSTMENT | - |
|----------------|---|

### FUND BALANCE

| ACCOUNT STRING |         |        |         | BUDGET (\$) | DESCRIPTION |
|----------------|---------|--------|---------|-------------|-------------|
| Fund           | Account | Center | Project | Adjustment  |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
|                |         |        |         |             |             |
| TOTAL          |         |        |         | -           |             |

### Justification for Budget Adjustment:

This budget adjustment is recommended to appropriate Federal funding for the Emergency Rental Assistance (ERA) program passed through from Placer County to the City of Roseville. The federal government established the program to assist low-income renter households unable to pay rent and utilities due to the COVID-19 pandemic. Placer County requested City of Roseville's assistance in administering \$5,128,074 in ERA funds for immediate distribution to fund rental and utility arrears in the city limits of Roseville. This request has no impact on the General Fund.

|                                                                                     |           |                           |      |
|-------------------------------------------------------------------------------------|-----------|---------------------------|------|
| REQUIRED APPROVALS:                                                                 |           |                           |      |
|  | 3/19/2021 |                           |      |
| REQUESTING DEPARTMENT HEAD / DESIGNEE                                               | DATE      | BUDGET MANAGER / DESIGNEE | DATE |
| CHIEF FINANCIAL OFFICER / DESIGNEE                                                  | DATE      | CITY MANAGER / DESIGNEE   | DATE |
| BUDGET DEPARTMENT USE ONLY:                                                         |           |                           |      |
| POSTED BY                                                                           | DATE      |                           |      |

Revised: June 24, 2019



## COUNCIL COMMUNICATION

CC #: 1371  
File #: 0600-04

**Title:** Long-term Pension and Other Postemployment Benefits Liabilities Update  
**Contact:** Scott Pettingell 916-746-1306 [spettingell@roseville.ca.us](mailto:spettingell@roseville.ca.us)  
Dennis Kauffman 916-774-5315 [dkauffman@roseville.ca.us](mailto:dkauffman@roseville.ca.us)

Meeting Date: 4/7/2021  
Item #: 10.2.

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council receive a presentation on the City's long-term California Public Employees' Retirement System (CalPERS) pension and other postemployment benefits (OPEB) liabilities.

### BACKGROUND

Staff will provide the City Council with an update on the City's long-term CalPERS pension and OPEB liabilities.

### FISCAL IMPACT

Not applicable.

### ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Scott Pettingell, Budget Manager

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



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

---

Dominick Casey, City Manager



## COUNCIL COMMUNICATION

**CC #: 1372**

**File #: 0704**

**Title:** Youth Development Fund Status Report  
**Contact:** Jill Geller 916-774-5131 jageller@roseville.ca.us

**Meeting Date: 4/7/2021**

**Item #: 10.3.**

### RECOMMENDATION TO COUNCIL

Staff recommends that the City Council receive an update on the Youth Development Fund and COVID-19 revenue impacts on the fund.

### BACKGROUND

The Coronavirus Disease 2019 (COVID-19) has caused wide-ranging impacts on the community, including school closures, unemployment, stay-at-home orders, and exposures/quarantines, all of which have directly impacted the operations and revenues of the Parks, Recreation & Libraries Department's Adventure Club programs and the Youth Development Fund. While many programs have been affected by the pandemic, childcare has been particularly impacted. Guidelines requiring fixed cohorts, lower staff/child ratios, and additional safety protocols have a direct impact on revenues and expenses. To mitigate this impact, all temporary part-time employees working for the Youth Development Fund programs were laid off at the end of March 2020. In addition, a transfer of \$70,000 from the General Fund into the Youth Development Fund was approved by Council in January 2021 to cover the FY2019-20 deficit. Currently Adventure Club enrollment is only at one-third of pre-pandemic enrollment, due to adjusted school schedules, parents working from home, and numerous other situations that families have encountered during this challenging year. Yet, for the families of the 500+ children currently in the program, this service is critical.

The FY2020-21 budget was developed at the onset of the COVID-19 pandemic, and did not envision the significant financial impact that has continued throughout this fiscal year. Constant monitoring and operational adjustments have been made during the year to minimize this impact.

### FISCAL IMPACT

The Youth Development Fund is expected to finish the year at a significant loss. Staff are exploring all potential resources available to help offset the financial impacts, including the use of American Rescue Plan Act funds as allowed to cover services affected by revenue reductions during the pandemic.

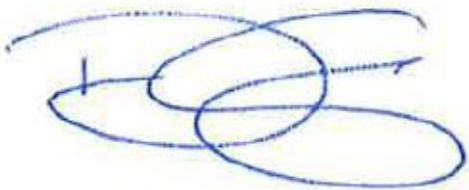
## ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Jill Geller, Parks, Recreation & Libraries Director

Dion Louthan, Assistant City Manager

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

---

Dominick Casey, City Manager



## COUNCIL COMMUNICATION

**CC #: 1375**

**File #: 0400-04-12-1 & 0400-03 & 0400-04**

**Title:** Sierra Vista Specific Plan Parcels FD-8, FD-10, FD-21, FD-23, CO-21, and CO-22  
- General Plan Amendment, Specific Plan Amendment, and Development  
Agreement Amendments

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

**Meeting Date: 4/7/2021**

**Item #: 11.1.**

### RECOMMENDATION TO COUNCIL

At the February 25, 2021 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

- A. Consider the 4<sup>th</sup> Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR);
- B. Adopt a resolution approving land use map amendments to the General Plan;
- C. Adopt a resolution approving text and land use map amendments to the Sierra Vista Specific Plan;
- D. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the First Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC ("Mourier Agreement"); and
- E. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Fourth Amendment of the Development Agreement by and between the City of Roseville, Mourier Investments, LLC, and John Mourier Construction, Inc. ("Westpark Federico Agreement").

### BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the February 25, 2021 Planning Commission hearing. A more detailed background and evaluation is provided in the Planning Commission staff report, included as Attachment 1.

#### Background/Project Description

The project site is located within the Sierra Vista Specific Plan (SVSP) area, which was adopted on May 5, 2010. The plan area includes 2,064 acres west of Fiddymont Road and north of Baseline Road. The requested entitlements would allow for the development of 613 single-family residential units on approximately 115 acres in the western portion of the SVSP area.

The project includes a General Plan Amendment to modify the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR). An Amendment to the SVSP is included to reflect the land use change and transfer units among

several large lot parcels within the SVSP area. The affected parcels include FD-8, FD-10, FD-21, FD-23, CO-21, and CO-22. The project will not change the overall number of residential units designated for the project area nor will it extend beyond the development area of the SVSP. The Specific Plan Amendment includes changes to the text, table, and figures of the SVSP to reflect the land use change and unit transfers, and to allow gating of the proposed subdivisions on Parcel FD-10 and Parcel FD-23. As part of the project, two Development Agreements (DAs) within the SVSP will be amended to reflect the changes in land use and unit counts.

Associated with this request was a Tentative Subdivision Map to establish a total of 613 single-family residential lots on Parcels FD-8, FD-10, FD-21, and FD-23; a Major Grading Plan to allow rough grading for Parcel FD-10; and a Design Review for Residential Subdivision (DRRS) to establish unit designs with modified development standards for the proposed subdivisions. The Planning Commission unanimously approved these entitlements at their February 25, 2021 meeting. Further discussion and exhibits for these entitlements are included in the Planning Commission staff report (Attachment 1).

#### Summary Evaluation

As described above, the project involves unit transfers among several large lot parcels within the SVSP area, but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP. The cumulative increase in units for Parcel FD-10 changes the allocation by more than 20% and results in a change in land use from LDR to MDR; therefore, the unit transfers are being processed as a Specific Plan Amendment (SPA). Potential impacts to traffic, utilities, and public facilities were evaluated in the Addendum to the SVSP Environmental Impact Report (EIR) prepared for the project (included as Exhibit A), and it was determined that the project does not result in any unanticipated impacts that were not previously evaluated in the SVSP EIR. As discussed in the Addendum, the project is converting some of the anticipated land uses with a higher water demand to a lower water demand (20.46 acres of LDR to MDR); thus, the proposed land use change will result in an overall decrease in water demand for the project area. The proposed project was found to be substantially consistent with the General Plan and SVSP goals and policies. The General Plan Land Use map and SVSP document will be updated to reflect the land use change and unit transfers (see Exhibits B—E).

As part of the SPA, the applicant has proposed gated subdivisions for Parcel FD-10 and Parcel FD-23, which are not currently shown as gated within the SVSP. Therefore, the project will revise SVSP Figure B-25, which identifies the locations where gated communities are permitted (included with Exhibit E). Consistent with the SVSP requirements, gating of these subdivisions will not preclude adequate through-access for pedestrians, cyclists, or automobiles for key areas, which include the future middle school (Parcel FD-65) and future park (Parcel FD-53) located to the east of Parcel FD-10 across Vista Park Drive, and the open space trail planned to the north of Parcel FD-23. Thus, staff concludes the proposed gated subdivisions are consistent with the SVSP requirements for gated subdivisions.

The project includes a first amendment of the Mourier Investments, LLC DA (Exhibit F) and a fourth amendment of the Westpark Federico DA (Exhibit G). The DAs will be amended to reflect the proposed unit transfers and land use change. In addition, the key items addressed in the Westpark Federico DA amendment include updates to the parties' obligations with respect to groundwater wells and recycled water facilities, and updates to the parties' evaluation of water conservation goals and available water supply. The DA amendments do not amend any previous development obligations and are consistent with the City's General Plan and Zoning Ordinance.

#### Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on February 25, 2021. The applicant addressed the Commission, spoke in favor of the project, and requested approval by the Commission. No public testimony was received at the hearing. The Planning Commission considered the 4th Addendum to the SVSP Environmental Impact Report (EIR), approved the Tentative Subdivision Map, Major Grading Plan, and Design Review Permit for Residential

Subdivision, and recommended the City Council approve the General Plan Amendment, Specific Plan Amendment, and Development Agreement Amendments, with a vote of 7 aye, 0 nay, 0 absent.

### FISCAL IMPACT

The project is not anticipated to result in any negative impacts to the City's General Fund. The project will generate construction jobs.

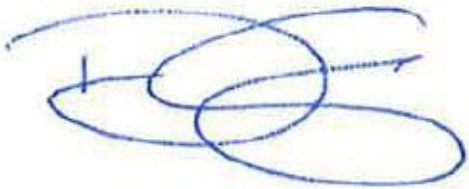
### ENVIRONMENTAL REVIEW

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project (see Exhibit A). The Addendum did not identify any new environmental impacts from the project.

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



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Dominick Casey, City Manager

### **ATTACHMENTS:**

#### **Description**

Attachment 1 February 25, 2021 Planning Commission Staff Report and Exhibits

Attachment 2 Conditions of Approval

Exhibit A Fourth Addendum to the Sierra Vista Specific Plan EIR

Resolution 21-125

Exhibit B General Plan Amendment Exhibit

Exhibit C General Plan Land Use Map Amendment

Resolution 21-126

Exhibit D Specific Plan Amendment Exhibit

Exhibit E SVSP Change Pages

Ordinance for Mourier DAA

Exhibit F First Amendment of the Mourier Development Agreement

Ordinance for Westpark Federico DAA

Exhibit G Fourth Amendment of the Westpark Federico Development Agreement

**PLANNING DIVISION STAFF REPORT****PLANNING COMMISSION MEETING** *February 25, 2021*

Prepared by: Kinarik Shallow, Associate Planner

**ITEM 6.2:**      **General Plan Amendment, Specific Plan Amendment, Development Agreement Amendment, Major Grading Plan, Tentative Subdivision Map, and Design Review for Residential Subdivision – 2150 Vista Grande Boulevard – SVSP PCL FD-8, FD-10, FD21, FD-23 – JMC TM#3 – File # PL20-0119**

**REQUEST**

The proposed project will create 613 single-family residential lots within the Sierra Vista Specific Plan (SVSP). The project entitlements include a General Plan Amendment to change the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR), a Specific Plan Amendment to reflect the land use change and to transfer units among several large lot parcels within the SVSP, a Tentative Subdivision Map to create 613 single-family lots on parcels FD-8, FD-10, FD-21 & FD-23, a Major Grading Plan to allow rough grading for FD-10, and a Design Review for Residential Subdivision for FD-10, FD-21, and FD-23 to establish unit designs and modify development standards. Lastly, two Development Agreement Amendments are included to reflect the land use changes and unit transfers, revise development obligations with respect to groundwater and recycled water facilities, and to clarify evaluation of water conservation goals.

Applicant – David Cobbs, Baker Williams Engineering Group  
Property Owner – Steve Schnable, Mourier Investments LLC

**SUMMARY RECOMMENDATION**

The Planning Division recommends that the Planning Commission take the following actions:

- A. Consider the 4<sup>th</sup> Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR);
- B. Recommend the City Council approve the General Plan Amendment (Land Use Map);
- C. Recommend the City Council approve the Specific Plan Amendment (Text and Land Use Map);
- D. Recommend the City Council approve the First Amendment of the Mourier Investments, LLC Development Agreement;
- E. Recommend the City Council approve the Fourth Amendment of the Westpark Federico Development Agreement;
- F. Adopt the three (3) findings of fact and approve the Tentative Subdivision Map subject to ninety-nine (99) conditions of approval;
- G. Adopt the three (3) findings of fact and approve the Major Grading Plan subject to twenty-nine (29) conditions of approval; and
- H. Adopt the two (2) findings of fact and approve the Design Review for Residential Subdivision subject to twenty-six (26) conditions of approval.

**SUMMARY OF OUTSTANDING ISSUES**

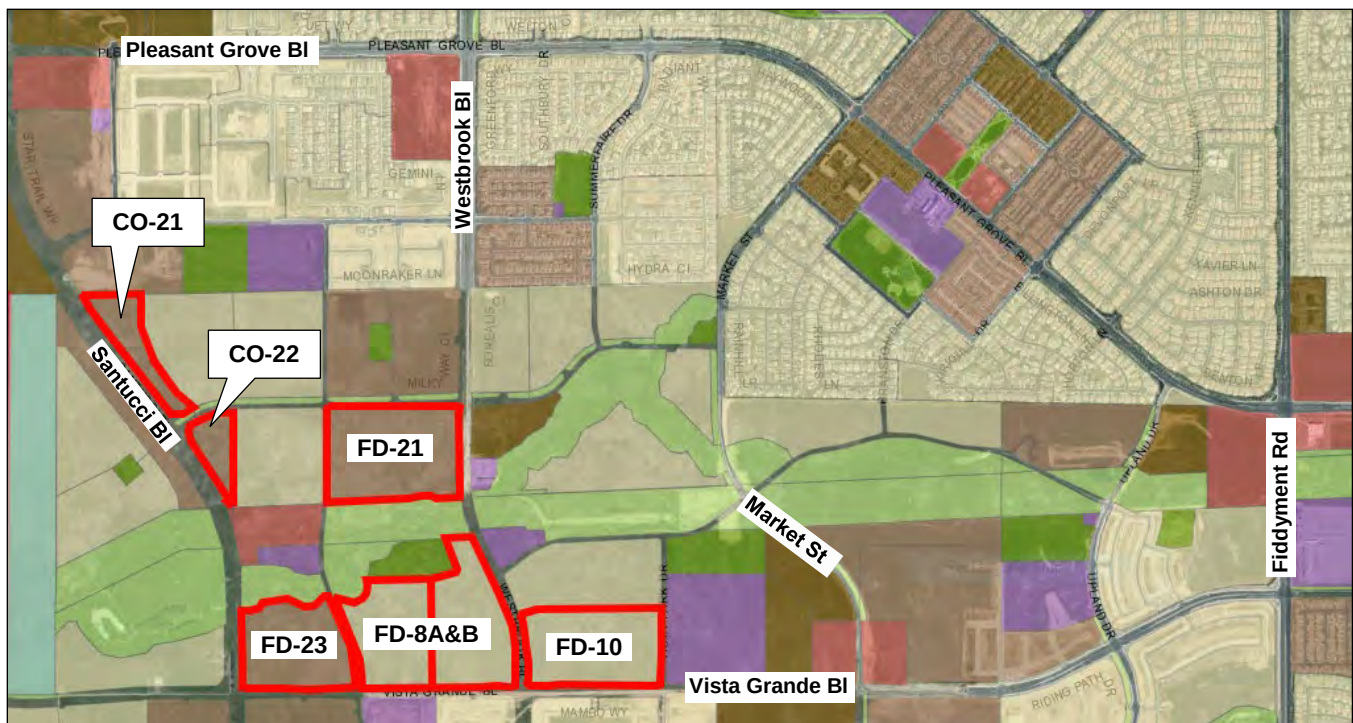
There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.



## **BACKGROUND**

The project site is within the Sierra Vista Specific Plan (SVSP). The SVSP was adopted on May 5, 2010 and includes 2,064 acres west of Fiddymont Road, north of Baseline Road. An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring Program was adopted with the SVSP. Additionally, Development Agreements with the property owners of the SVSP parcels and the City were entered into to outline development obligations within the SVSP. The requested entitlements would allow for development of 613 units on approximately 115 acres in the western portion of the SVSP area (see Figure 1). New subdivisions are currently under development to the east and southeast of the project area.

**Figure 1: Project Location (parcels bordered in red)**



## **PROJECT DESCRIPTION**

**General Plan Amendment (GPA)** – The project includes a GPA to amend the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR). The proposed changes will add MDR acreage and decrease LDR acreage, but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP. Exhibit A includes the General Plan Amendment exhibit and Exhibit B includes the General Plan Land Use Map reflecting the land use change.

**Specific Plan Amendment (SPA)** – The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment as well as unit transfers among parcels FD-8, FD-10, FD-21, FD-23, CO-21, and CO-22. The Specific Plan Amendment also includes changes to the text, tables, and figures to reflect the land use changes and unit transfers. The applicant has proposed a gated community for Parcel FD-10 and Parcel FD-23, which are not currently shown as gated within the SVSP. Therefore, the project will revise SVSP Figure B-25, which identifies the locations where gated communities are permitted. Exhibit C includes the map amendment and Exhibit D includes the proposed change pages for the text, tables, and figures of the SVSP.

**Development Agreement (DA) Amendments** – The project includes the amendment of two development agreements within the SVSP: 1.) Westpark Federico and 2.) Mourier Investments LLC (Exhibits E and F). The amendments reflect the proposed land use changes and the change in the number of units within the affected development agreements. The amendments to the Westpark Federico DA include updates to the parties' obligations with respect to groundwater production wells and recycled water facilities, and updates to the parties' evaluation of water conservation goals.

**Tentative Subdivision Map** – The applicant proposes new subdivisions on Parcels FD-8, FD-10, FD-21, and FD-23. Subdivisions on Parcels CO-21 and CO-22 are not being proposed at this time. Parcel FD-8 will be a 156-unit LDR subdivision; Parcel FD-10 will be a 143-unit MDR subdivision; Parcel FD-21 will be a 187-lot MDR subdivision; and Parcel FD-23 will be a 127-lot MDR subdivision. The Tentative Subdivision Maps are included as Exhibit G.

**Major Grading Plan** – The applicant requests a Major Grading Plan approval to allow rough grading of Parcel FD-10, with approximately 60,000 cubic yards of cut and 43,000 cubic yards of fill. Approximately 16,000 cubic yards of earth will be stockpiled temporarily on the future 5.5-acre park parcel to the northwest of FD-10 (Parcel FD-52). The rough grading plans are included as Exhibit H.

**Design Review for Residential Subdivision** – The project includes unit designs with modified development standards for the proposed subdivisions. The modified development standards are consistent with those approved for similar subdivisions within the SVSP. The development standards are included as Exhibit I and the proposed elevations are included as Exhibit J.

#### **EVALUATION: GENERAL PLAN AMENDMENT AND SPECIFIC PLAN AMENDMENT**

The applicant is requesting a GPA and SPA to reconfigure land use designations and transfer units among several large lot parcels in the project area. These parcels include FD-8 (A&B), FD-10, FD-21, FD-23, CO-21 and CO-22. Each of these parcels has a zoning designation of Small Lot Residential/Development Standards (RS/DS), which will remain unchanged. The SVSP allows for residential units to be transferred between lots within the plan area. However, unit transfers that result in a change in land use or result in greater than a 20% difference shall be evaluated with an amendment to the Specific Plan. In this case, the cumulative increase in units for Parcel FD-10 changes the allocation by more than 20% and results in a change in land use from LDR to MDR (see Table 1). Thus, the unit transfers are being processed as a SPA. The SPA also includes changes to the text, tables, and figures of the SVSP to reflect the land use change and unit transfers.

**Table 1: Proposed Unit Transfers**

| Parcel       | Existing Land Use | Proposed Land Use | Existing Units | Proposed Units | Difference | % Change | Transfer from                                                                                           |
|--------------|-------------------|-------------------|----------------|----------------|------------|----------|---------------------------------------------------------------------------------------------------------|
| FD-8         | LDR               | Unchanged         | 164            | 156            | -8         | 4.9%     | --                                                                                                      |
| FD-10        | LDR               | MDR               | 96             | 143            | +47        | 49%      | 8 units from FD-8, 10 units from FD-21, 16 units from FD-23, 8 units from CO-21, and 5 units from CO-22 |
| FD-21        | MDR               | Unchanged         | 197            | 187            | -10        | 5%       | --                                                                                                      |
| FD-23        | MDR               | Unchanged         | 143            | 127            | -16        | 11.2%    | --                                                                                                      |
| CO-21        | MDR               | Unchanged         | 70             | 62             | -8         | 11.4%    | --                                                                                                      |
| CO-22        | MDR               | Unchanged         | 43             | 38             | -5         | 11.6%    | --                                                                                                      |
| <b>TOTAL</b> |                   |                   | <b>713</b>     | <b>713</b>     |            |          |                                                                                                         |

The proposed changes will decrease Low Density Residential (LDR) acreage and increase the Medium Density Residential (MDR) acreage but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP. As discussed in the Addendum prepared for the project (Attachment 1), the project is converting some of the anticipated land uses with a higher water demand to a lower water demand (20.46 acres of LDR to MDR); therefore, the proposed land use change will result in an overall decrease in water demand for the project area. The City Departments responsible for development review have examined the proposed land use modification and unit transfers, and determined that there will be no impacts to planned infrastructure, roadways, or other public facilities. As such, staff supports the proposed GPA and SPA.

In addition to the above amendments, the applicant has requested a minor revision to the SVSP to identify two new gated subdivisions. Section B.8 of the SVSP design guidelines includes design requirements for gated subdivisions, and identifies the location of areas which are permitted to be gated in SVSP Figure B-25. The applicant has proposed gating subdivisions within Parcels FD-10 and FD-23, but the SVSP does not identify these parcels as gated. Figure 2 of this staff report is a portion of Figure B-25, which has been annotated to show how the proposed gated portion of the subdivision

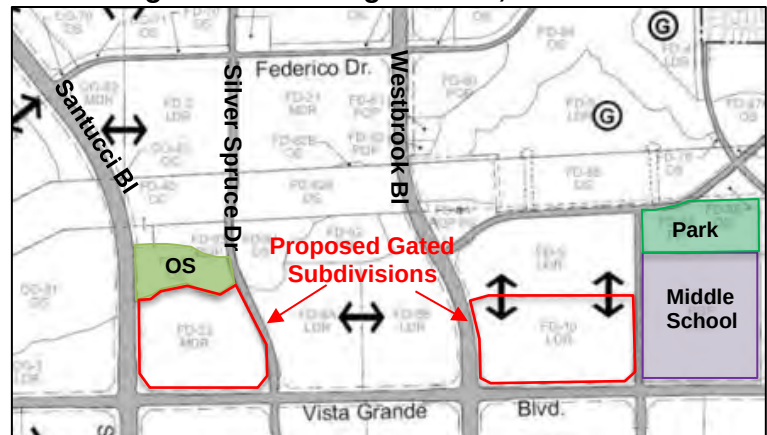
(bordered in red) relates to the adjacent areas. The black arrows in SVSP Figure B-25 show locations where connections between subdivisions are anticipated, and the encircled “G” is a subdivision where a gated community is permitted. The SVSP includes an administrative-approval process for gating additional areas, stating: “. . . additional parcels may be determined appropriate for a gated subdivision if it can be demonstrated that the gates will not preclude adequate through-access for pedestrians, cyclists, or automobiles.”

As shown, the proposed gated subdivision for Parcel FD-10 is in an area where connection was anticipated between Parcel FD-9 to the north. Parcel FD-10 will have two gated points of access—one on Vista Grande Boulevard to the south and one on Westbrook Boulevard to the west. A future middle school (Parcel FD-65) and a future park (Parcel FD-53) are located to the east across Vista Park Drive. The school and park are adjacent to public roadways that will provide direct connections for surrounding uses, including Parcel FD-9 to the north. Pedestrians and bicyclists can share the roadway facilities in the project area, as all public roads will include sidewalks, and Vista Grande Boulevard and Westbrook Boulevard will include a Class II (on-street) bicycle lane. The proposed gated subdivision does not impede or affect access to the school and park for surrounding residential areas.

Parcel FD-23 is not identified to have any connections with adjacent subdivisions as it is bounded by roadways on all three sides, and is bounded by open space Parcel FD-80 to the north. The northern boundary was never anticipated to include through-access for vehicles given the open space preserve. The open space will have a 10-foot trail that will be accessible via Santucci Boulevard to the east and Silver Spruce Drive to the west. Pedestrians and bicyclists can share the roadway facilities in the project area, as all public roads will include sidewalks, and Vista Grande Boulevard and Santucci Boulevard will include a Class II (on-street) bicycle lane. There will also be a Class I (off-street) bike path along Santucci Boulevard that will provide direct connection to the open space trail. The proposed gated subdivision does not impede or affect access to the open space trail for surrounding residential areas.

Based on this analysis, staff concludes the proposed gated subdivisions conform to the requirements for gated subdivisions in the SVSP.

**Figure 2: SVSP Figure B-25, Annotated**



## **EVALUATION: DEVELOPMENT AGREEMENT AMENDMENT**

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the Sierra Vista Specific Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

Development Agreements (DAs) are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The project includes a first amendment of the Mourier Investments, LLC DA and a fourth amendment of the Westpark Federico DA. The DAs will be amended to reflect the proposed unit transfers and land use change. In addition, the key items addressed in the Westpark Federico DA amendment include groundwater wells, water conservation goals, recycled water facilities, and affordable housing unit obligations. Each item is listed and discussed below. Items that are not addressed in this amendment are subject to the terms of the original DAs and prior Amendments.

**Groundwater Wells:** Section 3.7.2 of the original DA requires the Landowner to dedicate to the City Parcels JM-60 and FD-63 for two groundwater wells. The City is responsible for the construction of monitoring wells for determining water production and quality and the topside improvements. The Landowner is responsible for drilling and completing the production wells, but not the above ground well improvements such as pumping and treatment facilities. The requested DAA maintain this language but adds that if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the well construction requirements, the Landowner shall be relieved of the well construction requirements as long as the Landowner pays the applicable water connection fee.

**Water Conservation Goals:** The proposed DAA includes an amendment to Section 3.7.4, which pertains to the City's periodic evaluation of available water supply and water conservation goals. The original DA requires the review of water demands, the achievement of water conservation goals and sources of water once construction of the dwelling units in the Plan area cumulatively utilize 25% of the projected potable water usage at buildout of the SVSP, and then every three years thereafter during the term of the DA. The DAA will replace this language and clarify the City has the ability to monitor potable water consumption on a near real term basis with the implementation of the City's Advanced Metering Infrastructure ("AMI") system.

**Recycled Water Facilities:** The DAA will amend Section 3.9 of the original DA regarding development obligations for construction of recycled water facilities. Similar to Section 3.2.2 discussed above, the DAA adds language that if the City adopts a revised water connection fee that is uniformly applied on a City-wide basis and encompasses the estimated cost for construction of the recycled water facilities, the Landowner shall not be responsible for the payment of the pro-rata share of the cost of the recycled water facilities, as long as the Landowner pays the applicable recycled water connection fee or revised water connection fee, or any special benefit fees as may be applicable to fund the recycled water facilities.

In summary, City staff has found the proposed DAAs to be consistent with the General Plan, SVSP, and the Zoning Ordinance. The DAAs are in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DAAs are consistent with items 1-5 above.

### **EVALUATION: TENTATIVE SUBDIVISION MAP (PARCELS FD-8, FD-10, FD-21, FD-23)**

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three findings be made in order to approve or conditionally approve a Tentative Subdivision Map. The three findings are listed below in ***bold, italics*** and are followed by an evaluation of the map in relation to each finding.

***1. The size, design, character, grading, location, orientation, and configuration of lots, roads and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The applicant is proposing four subdivisions: a 156-lot map within Parcel FD-8, a 143-lot map within Parcel FD-10, a 187-lot map within Parcel FD-21, and a 127-lot map on Parcel FD-23. Adequate access and circulation is provided to each parcel to facilitate development of the small lots. At least two entrance points will be provided into each subdivision and all single-family lots are oriented with frontage on the public streets. The subdivision layout and street design were reviewed by the City's Engineering Division and Fire Department to ensure there is adequate street widths for circulation and emergency response.

The Map Act and Subdivision Ordinance do not contain any maximum or minimum lot sizes. Instead these standards are contained within the Zoning Ordinance and SVSP. The project parcels all have a zoning designation of Small Lot Residential with Development Standards (RS/DS). A developer may either use the RS/DS development standards established in the SVSP, applicable Development Agreement, or may adopt adjusted standards through the Design Review Permit for Residential Subdivisions (DRRS) entitlement. The SVSP also includes multiple design standards applicable to subdivision design, including guidelines for the locations of walls and fencing, the locations of trails and paseos, requirements for connectivity along paseos, and guidelines for developments adjacent to parks and open space trails. Each proposed subdivision is analyzed with respect to these guidelines below.

#### **Parcel FD-8A&B**

The parcel has a land use designation of LDR. The applicant proposes to use the RS/DS development standards contained in the SVSP (included as Attachment 2). All of the lots conform to the applicable standards and have a typical lot size of approximately 55 feet by 100 feet. The proposed unit density is 4.4 units per acre, which is consistent with the LDR land use designation. The subdivision will have three points of access.

SVSP Figure B-3, Location of Walls and Fences, shows open style wrought iron fencing on the northern boundary adjacent to the open space (Parcel FD-81), a standard wood fence on the northern boundary adjacent to the future park parcel (Parcel FD-52) except when a street lies adjacent, and a masonry wall along Westbrook Boulevard to the east and Vista Grande Boulevard to the south. The tentative subdivision map is consistent with these fencing recommendations. In addition, SVSP Figure B-5 shows a primary residential street paseo along Silver Spruce Drive to the west and a trail on the northern property boundary adjacent to the open space. Consistent with the SVSP, the subdivision map includes a 5-foot landscape strip along Silver Spruce Drive, a 10-foot walk, and then a 10-foot landscape between the walk and the masonry wall adjacent to the proposed lots. The SVSP also requires a pedestrian or other connection on an average of 600 feet for developments adjacent to a paseo. The proposed subdivision design is consistent with this standard. In addition, the subdivision map shows a 10-foot bike trail along the open space with a pedestrian and bike crossing connection across Silver Spruce Drive.



The SVSP recommends that neighborhood access and visibility be provided when adjacent to parks and open space, and includes guidelines to help achieve this. Consistent with the SVSP guidelines, single-loaded streets are used adjacent to the park to provide a visual connection for homes fronting the park. In addition, the internal street system and sidewalks are designed to allow residents to walk easily to the park. The subdivision design includes homes that back up to the open space trail. Although it is generally recommended that there be opportunities to have homes fronting the open space, so that residential streets can provide public views into the open space, the SVSP allows homes to back up to a trail. In such cases, the use of open-style fencing is recommended; the subdivision design will include open fencing along the northern property line.

#### Parcel FD-10

This parcel has an existing land use designation of LDR. The land use will be amended to MDR based on the proposed number of units within this subdivision and the resulting density of 7.0 units per acre. Pursuant to Zoning Ordinance Section 19.10.045, a DRRS application is required for all single-family housing units on property with the MDR land use designation. The DRRS evaluation is found in a later section of this staff report, but because it includes a proposal to reduce the lot size and width standards, these aspects of the DRRS are evaluated as part of this subdivision map analysis.

The applicant proposes to use modified RS/DS development standards for these lots, which have a typical lot size of approximately 45 feet by 80 feet. All of the lots conform to the proposed standards. This parcel is bordered by roadways on all sides, with the exception of the northern boundary, which is adjacent to the MDR Parcel FD-9. The subdivision is designed to have a gated entry on Westbrook Boulevard and on Vista Grande Boulevard. As discussed previously, staff concludes gating of the subdivision will not preclude adequate through-access for pedestrians, cyclists, or automobiles.

SVSP Figure B-3, Location of Walls and Fences, recommends a masonry wall along Westbrook Boulevard to the west and Vista Grande Boulevard to the south. The tentative subdivision map is consistent with this recommendation and will continue the 6-foot tall masonry wall along the eastern boundary along Vista Park Drive to comply with the noise study recommendations. The SVSP does not identify any paseo requirements for Parcel FD-10. The subdivision will provide a 35-foot wide landscape corridor with 8-foot wide sidewalks along Westbrook Boulevard and Vista Grande Boulevard, which is consistent with the SVSP requirements.

#### Parcel FD-21

The applicant has proposed to use the same modified RS/DS development standards for this 187-lot subdivision, which has a typical lot size of approximately 45 feet by 80 feet. All of the lots conform to the proposed standards. The proposed unit density is 7.7 units per acre, which is consistent with the MDR land use designation. This parcel is bordered by roadways on all sides, with the exception of the southern boundary, which is adjacent to an open space parcel (FD-82A). Access to the subdivision will be provided by Earl Rush Drive to the north and Silver Spruce Drive to the west. SVSP Figure B-5 identifies a 30-foot wide collector street paseo along Earl Rush Drive, with a 10-foot landscape strip, 8-foot walk, and then a 12-foot landscape behind walk. It also identifies a 20-foot wide primary residential street paseo along Silver Spruce Drive, with a 10-foot walk and 5-foot landscaping on each side. The subdivision is designed consistent with these paseo design guidelines and will provide a pedestrian connection on an average of 600 feet.

SVSP Figure B-3, Location of Walls and Fences, recommends open style wrought iron fencing on the southern boundary adjacent to the open space (Parcel FD-82A), an optional masonry wall on the northern boundary along Earl Rush Drive, and a masonry wall along Westbrook Boulevard to the east. The tentative subdivision map is consistent with these fencing recommendations and will continue the masonry wall along the parcels adjacent to the roadways to provide noise attenuation. As mentioned previously, the SVSP encourages neighborhood access and visibility when adjacent to open space;

however, Parcel FD-82B is not planned for any recreational trails. Visibility into the open space will be achieved through the use of open style fencing as recommended by the SVSP guidelines.

#### Parcel FD-23

The applicant has proposed to use the same modified RS/DS development standards for this 127-lot gated subdivision, which has a typical lot size of approximately 45 feet by 80 feet. All of the lots conform to the proposed standards. The proposed unit density is 7.2 units per acre, which is consistent with the MDR land use designation. This parcel is bordered by roadways on all sides, with the exception of the northern side, which is adjacent to an open space parcel (FD-80). The subdivision is designed to have a gated entry on Santucci Boulevard to the west and on Silver Spruce Drive to the east. As discussed previously, staff concludes gating of the subdivision will not preclude adequate through-access for pedestrians, cyclists, or automobiles.

SVSP Figure B-5 identifies a paseo sidewalk in the landscape corridor along Santucci Boulevard and an open space trail to the north along the open space. The subdivision is designed consistent with the paseo design guidelines and will provide a pedestrian connection on an average of 600 feet. SVSP Figure B-3, Location of Walls and Fences, recommends open style wrought iron fencing on the northern boundary adjacent to the open space and a masonry wall on the western and southern boundaries. The tentative subdivision map is consistent with these fencing recommendations and will continue the masonry wall along the parcels adjacent to the roadways. Visibility for homes backing on to the open space will be achieved through the use of open style fencing as recommended by the SVSP guidelines. The subdivision will also include a single-loaded street adjacent to the open space to provide a visual connection for homes that front the open space.

- 2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access; or, some other physical condition of the area.***

The proposed parcels are of sufficient size and shape to accommodate development that is consistent with the applicable zoning and design requirements. As mentioned above, the lots are consistent with the applicable development standards. The proposed modified standards are consistent with other development standards that have been approved in the SVSP area. The modified RS/DS standards have been determined to be of adequate size and shape to support development consistent with the SVSP guidelines. The proposed parcel configurations preserve the location of watercourses and do not create a physical condition that would be impractical for the proposed improvements.

- 3. The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, Pursuant to Division 7 of the Water Code.***

As part of the adoption of the SVSP, an assessment of wastewater demands was completed for the entire plan area. The proposed subdivision map is consistent with the total number of units anticipated within the Specific Plan, and therefore will not increase planned demands on sewage services; there will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

#### **EVALUATION: MAJOR GRADING PLAN (PARCEL FD-10)**

Grading Ordinance Section 16.20.080 stipulates that three findings must be made in order to approve a Major Grading Plan. The required findings are listed below in ***bold italics*** and are followed by an evaluation.

- 1. The grading plan conforms to the requirements of the city's improvement standards and the provisions of Chapter 16.20 of the Roseville Municipal Code.***

The project includes a request to rough grade Parcel FD-10 and to balance approximately 60,000 cubic yards of cut and fill on the site. Approximately 16,000 cubic yards of earth will be stockpiled temporarily on the future 5.5-acre park parcel (Parcel FD-52) to the northwest of the site. The rough grading plans are included as Exhibit H. Once the stockpile is removed, the park will be returned to a like condition of its existing state, as approved by the Engineering and Parks Department. There are existing wetland areas on the property which will require the approval of the appropriate State and Federal permits before construction can begin on the property. The applicant has received approval of the required Army Corps of Engineers “404” permit and has provided staff with the permit documentation. The plan will not impact wetland areas that are within Open Space areas.

As part of the Grading Permit, the applicant will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) prior to the commencement of work. This plan will ensure that storm water will either be contained on site or will be treated and will not impact surrounding properties and water bodies prior to discharge from the site. With the recommended conditions of approval the project will meet the requirements of the City’s Improvement Standards and Grading Ordinance, and will be consistent with the master grading and drainage plan for the SVSP.

***2. The grading has been designed to accommodate, and/or mitigation conditions have been imposed to compensate for any potential impacts to any of the natural features of the property or to adjacent properties, and the grading will not result in any increase in water surface elevation in any stream channel located on the property and associated with the grading as approved.***

The City’s Grading Ordinance and General Plan require City staff to evaluate the impacts to wetlands and other natural resource areas and recommend changes to a project if there are opportunities to preserve these areas. Long term preservation of natural resources is best achieved through placement in Open Space areas. Parcel FD-10 has residential land use and zoning designations and was anticipated for development in the SVSP. Buildout of the SVSP area, including Parcel FD-10, was evaluated in the SVSP EIR and mitigation measures were adopted to compensate for any loss of wetlands. Per the SVSP EIR mitigation measures, any fill that will impact wetland areas will require the applicant to receive approval of an Army Corps of Engineers “404” permit and a Regional Water Quality Control Board “401” certification. The applicant has received approval of the required permits for the project area and has provided staff with the permit documentation. The proposed grading will not result in an increase in water surface elevation of any stream channel.

***3. The proposed grading is necessary to allow development of the property consistent with the general plan land use allocation for the property.***

Parcel FD-10 has an existing General Plan land use designation of Low Density Residential, but will be amended to Medium Density Residential as discussed in the earlier sections of this report. The property will require grading to allow development of the site and the Major Grading Plan will facilitate the property being developed consistent with the land use allocation.

### **EVALUATION: DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION (PARCELS FD-10, FD-21, FD-23)**

Section 19.10.045 of the Zoning Ordinance specifies that a Design Review Permit is required for all compact residential development (attached or detached single-family units on land with a General Plan land use designation of Medium Density Residential or higher) or for any residential projects of any density on a parcel or parcels zoned Small Lot Residential (RS) where modifications to the RS supplemental design standards are requested. Design Review gives staff the opportunity to examine the proposed design to determine compatibility with the surrounding community, and compliance with the intent of the Community Design Guidelines and other applicable design standards. Pursuant to Zoning Ordinance Section 19.78.060, the required Findings for a Design Review Permit for a Residential Subdivision are as follows:



**1. The residential design, including the height, bulk, size, and arrangement of buildings is harmonious with other buildings in the vicinity.**

**2. The residential design is consistent with the applicable design guidelines.**

This project is subject to the development standards of the City's Zoning Ordinance, the City's Community Design Guidelines (CDG), and the SVSP. The applicant is proposing modified development standards for FD-10, FD-21, and FD-23 to allow for a smaller lot size and reduced setbacks. The proposed standards are included as Exhibit I, and the conceptual elevations showing architectural treatment, floor plans, and color schemes are included as Exhibit J. However, the home builder is always enhancing and updating the plan types offered based on current market trends and needs. The home builder has indicated the following changes will be made to the proposed home plans:

- Four of the plans will be eliminated and replaced with four new plans, and a fifth one will be modified.
- All plans will have their respective "A" elevations (the Spanish style) replaced with a Modern Farmhouse style, which will include new color schemes appropriate to the architectural style.

Given these anticipated modifications, a condition of approval has been added to the DRRS entitlement that requires the home builder to submit a DRRS Modification prior to submittal of building permits for the proposed subdivisions (see condition #3). The following evaluation is based on the submitted design package.

**Plan Types:** The project includes eleven (11) plan types with a mix of one-story and two-story, ranging in size from approximately 1,200 square feet to approximately 2,500 square feet. The units will be single-family, detached, front-loaded product types with two-car garages, similar in height, bulk, and arrangement to other planned homes in the vicinity. Table 2 identifies the square footage, number of bedrooms, and number of floors for each plan type.

**Table 2: Plan Types**

| Plan Type | Square Footage | Bedrooms | Floors |
|-----------|----------------|----------|--------|
| Plan 1203 | 1,203          | 3        | 1      |
| Plan 1343 | 1,343          | 3        | 1      |
| Plan 1412 | 1,412          | 3        | 1      |
| Plan 1435 | 1,435          | 3        | 1      |
| Plan 1477 | 1,477          | 3        | 1      |
| Plan 1570 | 1,570          | 3        | 2      |
| Plan 1790 | 1,790          | 4        | 2      |
| Plan 1964 | 1,964          | 4        | 2      |
| Plan 2184 | 2,184          | 5        | 2      |
| Plan 2341 | 2,341          | 5        | 2      |
| Plan 2492 | 2,492          | 5        | 2      |

**Streetscape:** Each of the floor plans will be offered in one of four architectural styles—Spanish, Craftsman, Cape Cod, and French. Building projections and varying roof forms are used to provide visual interest in the streetscape. For the sides and rear of the homes, each elevation includes both a standard and an enhanced set of plans. The enhanced elevations will be used on lots adjacent to the roadways and all street-facing elevations on corner lots. Enhancement includes the addition of window fittings such as shutters, window trims, and the use of additional materials on the façade. Figure 3 on the following page includes an example of the streetscape.

**Colors and Materials:** Visual interest on the homes' façades are provided by the variation in materials and architecture. Each architectural style will be offered in four color schemes consisting of natural or

neutral tones. The designs incorporate a mix of materials, such as stucco, lap siding, and stone, and decorative embellishments (i.e., shutters and decorative woodwork) which help further emphasize façade articulation in the streetscape.

**Landscaping:** The applicant has included typical landscaping plans showing the proposed plant palette and layout. The plans include a mix of trees, shrubs, and groundcover, using a palette that will create seasonal visual interest consistent with the SVSP Landscape Guidelines. The project is conditioned to comply with the City's Water Efficient Landscape Ordinance (WELO).

**Figure 3: Example Streetscape**



**Development Standards:** The project request includes modified development standards to deviate from the RS/DS standards. The front yard setback will be reduced from 14 feet to 12.5 feet and the interior side yard setback will be reduced from 5 feet to 4 feet. These reduced setbacks will help to facilitate the single story units planned for the subdivision. Staff is supportive of the setback reductions as single story units help to vary the streetscape views and massing for the residential units. In addition, the setback reductions are consistent with other DRRS approvals in the SVSP area, and the massing and varying wall planes of the building design will reduce the visual impact of the reduced setbacks.

The size and overall design of the project is compatible with the other approved subdivisions in the nearby area. The project is also consistent with the applicable design guidelines, as the design has included architectural treatments and details which will create street presence and character.

### **PUBLIC OUTREACH**

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. A notice of the public hearing was published in the Press Tribune on February 12, 2021 and a notice of the hearing was also distributed to all property owners within 300 feet of the site, and to the Roseville Coalition of Neighborhood Associations. To date, no comments have been received.

## **ENVIRONMENTAL DETERMINATION**

Consistent with CEQA Guidelines Section 15164, regarding previously certified and adopted Environmental Impact Reports (EIR), an Addendum to the Sierra Vista Specific Plan EIR (SCH #2008032115, certified May 5, 2010) has been prepared to cover the minor technical changes and additions necessary to describe the impacts of the proposed project (Attachment 1). The Addendum did not identify any new environmental impacts from the project. As such, staff recommends the Planning Commission consider the Addendum prior to taking action on this project.

## **RECOMMENDATION**

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the **4<sup>th</sup> Addendum to the Sierra Vista Specific Plan EIR**;
- B. Recommend the City Council approve the **GENERAL PLAN AMENDMENT (LAND USE MAP) – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119**;
- C. Recommend the City Council approve the **SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP) – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119**;
- D. Recommend the City Council approve the **DEVELOPMENT AGREEMENT AMENDMENT (MOURIER INVESTMENTS LLC) – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119**;
- E. Recommend the City Council approve the **DEVELOPMENT AGREEMENT AMENDMENT (WESTPARK FEDERICO) – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119**;
- F. Adopt the three (3) findings of fact and approve the **TENTATIVE SUBDIVISION MAP – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119** subject to ninety-nine (99) conditions of approval;
- G. Adopt the three (3) findings of fact and approve the **MAJOR GRADING PLAN – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119** subject to twenty-nine (29) conditions of approval; and
- H. Adopt the two (2) findings of fact and approve the **DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION – 2150 VISTA GRANDE BOULEVARD – SVSP PCL FD-8, FD-10, FD-21, FD-23 – JMC TM#3 – FILE #PL20-0119** subject to twenty-six (26) conditions of approval.

## **CONDITIONS OF APPROVAL FOR THE TENTATIVE SUBDIVISION MAP (FD-8, FD-10, FD-21, FD-23) – FILE #PL20-0119**

- 1. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, and Development Agreement Amendment are approved and become effective. (Planning)
- 2. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)
- 3. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)

4. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans have been submitted for review and are approved and grading and/or encroachment permits are issued by Development Services- Engineering Division. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Finance)
6. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
7. Fulfillment of all backbone dedication requirements for Irrevocable offers of dedication and easements shall occur prior to the approval of any Improvement, Grading Plans, and/or recordation of any Final or Parcel Map as required by the Development Agreement between the City of Roseville and Mourier Investments, LLC. (Engineering)

#### **PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS**

8. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)
9. All lettered lots for FD-08, FD-10, FD-21 and FD-23 shall be designed consistent with Figure B-10 in the SVSP. Improvements including landscaping shall be shown on the Improvement Plans. Responsibility for maintenance of the landscaping and improvements shall be identified on the final map. (Planning, Engineering)
10. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
11. Improvement plans shall include Neighborhood Entry detail, including masonry wall and fence detail, (architectural design for wall, fence & pilasters), and pilaster locations in accordance with the SVSP Design Guidelines. (Planning, Engineering)
12. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:
  - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
  - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
  - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.

- d. Access to the floodplain as required by Engineering and the Streets Department.
  - e. Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)
13. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
14. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
15. All private subdivision entrances shall be design and constructed per City Standards. The entrances shall be owned and maintained by the HOA. (Engineering)
16. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)
17. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
18. Traffic signals shall be constructed and reimbursed per Section 3.5.7 of the Development Agreement and the approved JMC TM3 Utility and Infrastructure Phasing Plan. This includes the following signals:
- a. Santucci/Vista Grande – finish signal including mast arm and controller cabinet as part of the construction of Village FD-23.
  - b. Westbrook/Vista Grande - finish signal including mast arm and controller cabinet as part of the construction of Village FD-08.
  - c. Westbrook/Sierra Glen – install signal infrastructure including conduit, loops and poles as part of Westbrook improvements.
- (Engineering)
19. Landowner shall responsible for the construction cost of the traffic signals as shown on Exhibit “K” of the Federico-Mourier Development Agreement and described in the Phasing Plan through the payment of the TMF. (Engineering)
20. Any backbone improvements, not constructed adjacent to (or needed to serve) a proposed subdivision shall be completed by the applicant. (Engineering)
21. The developer may qualify for reimbursement of non CIP improvements through the Sierra Vista Fee Program per the Federico-Mourier Development Agreement. (Engineering)
22. The phasing of infrastructure shall be consistent with JMC TM3 Utility and Infrastructure Phasing Plan, the Sierra Vista Specific Plan and as defined by the Development Agreement between the City of Roseville and Mourier Investments, LLC. Phasing shall occur in a sequential order as defined in the Phasing Plan. (Engineering)
23. The applicant shall construct Westbrook Boulevard (Phase 1), to the FD-08 north boundary prior to or concurrent with the construction of village FD-10. This will include all utilities, median, paving, curb & gutter, striping & signage, detector loops. (Sierra Glen signal) (Engineering)

24. The construction of Village FD-08 Phase I will require two points of access based on a phasing plan and completion of all utilities required to serve that Phase I. The construction of Village FD-08 Phase II must be completed after Phase I or an additional point of access will be required. (Engineering)
25. The north bound entrance from Silver Spruce Road to Village FD-08 shall include a standard right turn curb flare (City Std ST-23). The south bound entrance from Westbrook Boulevard to FD-08 shall include a standard right turn deceleration lane. The west bound entrance from Vista Grande Boulevard to FD-08 shall include a standard right turn lane. (Engineering)
26. The north bound entrance from Westbrook Boulevard to Village FD-10 shall include a bus turnout/right turn deceleration lane. The west bound entrance from Vista Grande Boulevard to FD-10 shall include a standard right turn deceleration lane. (Engineering)
27. The north bound entrance from Santucci Boulevard to Village FD-23 shall include a bus turnout/right turn deceleration lane. The south bound entrance from Silver Spruce Road to Village FD-23 shall include a standard right turn curb flare (City Std ST-23). (Engineering)
28. The west bound right turn lane from Vista Grande Boulevard to Santucci Boulevard shall be 220 feet in length with a 120 foot taper. (Engineering)
29. The south bound right turn lane from Vista Park Drive to Vista Grande Boulevard shall be 220 feet in length with a 120 foot taper. (Engineering)
30. Street "A" within Village FD-10 shall provide a pedestrian access at the east end of the street to provide continuity with the adjacent school site, Parcel FD-65. (Engineering)
31. Dry utilities, storm drain, and water stubs for the school site, FD-65 shall be coordinated to accommodate the needs of the Center Unified School District. (Engineering, Environmental Utilities)
32. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
33. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
34. All private subdivision entrances shall be design and constructed per City Standards. The entrances shall be owned and maintained by the HOA. (Engineering)
35. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)
36. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)
37. The following note shall be added to the Grading and/or Improvement Plans:

*To minimize dust/grading impacts during construction the applicant shall:*

- a. *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*
- b. *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*

- c. *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*
  - d. *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*
  - e. *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*
38. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)
39. A note shall be added to the grading plans that states:
- "Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)*
40. Per the Development Agreement, for all phases of subdivisions adjacent to the open space with a planned bike trail, the developer shall be responsible for preliminary design, permitting and rough grading. (Engineering, Alternative Transportation)
41. Per the Development Agreement, if the City has sufficient funds to reimburse Landowner, Landowner shall prepare the final design and construct Class I bike trail improvements where adjacent to residential subdivisions. (Alternative Transportation)
42. The design of the trail shall be consistent with City standards and shall incorporate the following:
- a. The design of the trail crossings at Silver Spruce between FD-23 and FD-8A shall be in accordance with SVSP Figure 6-23. However the bot dots should not be used due to anticipated noise. Other signage and striping measures and trail layout alternatives will be considered at the crossings to ensure trail user safety. (Engineering, Alternative Transportation)
  - b. For the trail crossing of Westbrook at Sierra Glen, the trail shall include a safe crossing of Sierra Glen. The trail crossing shall be in accordance with SVSP Figure 6-23. However the bot dots should not be used due to anticipated noise. Other signage and striping measures and trail layout alternatives will be considered at the crossings to ensure trail user safety. (Engineering, Alternative Transportation)
  - c. Where an overland release crosses a bike trail, the trail design shall accommodate the potential drainage through grading, concrete paving and scour control as determined necessary by Development Services/Engineering. (Engineering, Alternative Transportation)
43. Per the Sierra Vista Specific plan, pedestrian sidewalks along the open spaces will be installed at the time of adjacent roadway construction. (Engineering, Alternative Transportation)
44. A standard bus shelter pad shall be installed on the following corners: (Engineering, Alternative Transportation)
- a. Southwest corner of Westbrook & Earl Rush along southbound Westbrook (Shelter #316);
  - b. Northwest corner of Westbrook & Vista Grande– along westbound Vista Grande (shelter #315);

- c. Northeast corner of Westbrook & Vista Grande– along northbound Westbrook (shelter #313); and
  - d. Northeast corner of Santucci and Vista Grande– along northbound Santucci (shelter #315).
45. Developer shall be responsible for the installation cost of a bus shelter and related improvements conforming to the city's current standards on the shelter pads as conditioned above. The Developer shall enter into a construction fee agreement with the City and pay a construction cost of \$10,000 per shelter for future construction of the Bus Shelters identified above (shelter numbers 313, 314, 315, 316). (Engineering, Alternative Transportation)
46. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
47. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
48. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage coarse. (Engineering)
49. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. If located within a private subdivision, the storm drain system and proposed BMP's shall be privately owned and maintained by the property owner, unless otherwise identified on the approved tentative map. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
50. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Master Drainage Study for Sierra Vista or the Master Drainage Study shall be amended as necessary to accommodate any change in sheds. Detention and drainage swales shall also be consistent with the Master Drainage Study or the Master Drainage Study amended to reflect any proposed changes. (Engineering)
51. Prior to approval of grading within the Open Space, the developer shall provide a plan that demonstrates that the proposed detention storage volume used to mitigate the 100 year peak flows match the requirements identified in the Drainage and Stormwater Master Plan. (Engineering)
52. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
53. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
54. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)



55. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
56. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development Services, Planning)
57. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development Services, Planning)
58. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development Services, Planning)
59. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)
60. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
61. Any future park parcel, used for the stockpiling of dirt, shall require an existing topographic survey to determine the existing elevations of said parcel. An approved mass grading plan of the park will also be required. Once the stockpile is removed, the park will need to be returned to a like condition of its existing state or contour graded to provide positive drainage to an approved drainage outlet, as approved by the Engineering and Parks Department. (Engineering, Parks)
62. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
63. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
  - a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.

- b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
  - c. Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.
  - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
64. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
65. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
- a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
  - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
  - c. The control valves and the water meter shall be physically unobstructed.
  - d. The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
66. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
67. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
68. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
69. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
70. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
71. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
72. All landscaping in areas containing electrical service equipment shall conform to the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)

73. To provide power to Villages FD-10, FD-08 & FD-23 electric mainline trench will need to be installed on Westbrook Blvd from Vista Grande Blvd to Roseville Electric Substation (FD-61). In the event Westbrook Blvd improvements are phased into a southern and northern portion a minimum of three circuits will need to be extended to the Roseville Electric Substation, two circuits on the west and one on the east. In the event the northern portion of Westbrook is not built or designed the Developer may bore and install the three circuits consisting of two six inch conduits per circuit.
74. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
75. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

**PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP**

76. The following easements shall be provided and shown on the Final Map or by separate instrument, unless otherwise provided for in these conditions:
- a. A 12.5-foot wide public utilities easement along all residential road frontages;
  - b. Water and sewer easements;
- Easement widths shall comply with the City's Improvement Standards and Construction Standards. The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the Placer County Recorder's Office. (Environmental Utilities, Electric, Engineering)
77. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)
78. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)
79. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)
- a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
  - b. A clause excluding any property owned by the City from the terms of the CC&Rs.
  - c. Residents in courts where there is no standard turn-around bulb or other dead-end areas shall be required to bring their trash bins to a designated trash pickup area on the main street, because refuse trucks are not able to turn around in dead end streets. This comment applies to Lots 115 and 116 of FD-10. Designated pick-up areas shall be established to Environmental Utilities satisfaction, and shall be memorialized in the CC&Rs. (Environmental Utilities)
  - d. There shall be clear language regarding maintenance and common easements agreement for servicing all fire protection systems and gates used by the first responders. A service company shall be obtained to maintain all on-site fire protection systems including all common interior adjoining fire sprinkler-piping penetrations and private fire hydrants. An agreement between owners and tenants shall be made to allow permission to enter the premises to inspect all apparatuses associated with fire protection. Draft documents shall be provided to the Fire Department for review. (Fire)

80. The City shall not approve the Final Map for recordation until either:

- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.
- i. OR
- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

81. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

82. Lots/Parcels shall be dedicated as an easement (or in fee) to the City for the purposes of (floodplain, open space, or public access). (Engineering)

83. Street names shall be approved by the City of Roseville. (Engineering)

84. The subject property shall be annexed into the Sierra Vista CFD 2, Public facilities prior to approval of the Final/Parcel Map, unless it is already included. This property is being added into this district in order to pay for the costs of the ongoing maintenance obligations of the parcels. It is the applicant's responsibility to prepare the appropriate documentation for the annexation of this property into the CFD. In order to allow the CFD to be in place at the beginning of the fiscal year, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the fiscal year in which this annexation will become effective. (Finance, Engineering)

85. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

86. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

87. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

88. The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)

89. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)

90. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)

91. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

## **OTHER CONDITIONS OF APPROVAL**

92. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Environmental Utilities, Engineering)
93. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
94. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)
95. All residential units must install a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV". The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. (Building, Electric)
96. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
97. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
98. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
99. All plant material shall be maintained under a 30 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

## **CONDITIONS OF APPROVAL FOR THE MAJOR GRADING PLAN (FD-10) – FILE #PL20-0119**

1. This Grading Plan approval for Parcel FD-10 shall be effectuated within a period of one (1) year from **February 25, 2021** and if not effectuated shall expire on **February 25, 2022**. (Planning)

2. The project is approved as shown in Exhibit H, and as conditioned or modified below. (Planning)
3. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010) and the 4<sup>th</sup> Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (Planning)
4. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
5. The applicant shall not commence with any on-site improvements until such time as grading plans are approved and grading and/or encroachment permits are issued by the Development Services Engineering. (Engineering)

**PRIOR TO ISSUANCE OF GRADING PERMIT:**

6. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
7. The grading plans shall be designed in accordance with the City's Improvement Standards and Construction Standards, and shall reflect the following:
  - a) Grading shall comply with the City grading ordinance. There shall be no cut and/or fill slopes steeper than a 4:1 ratio. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans and all erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site; it is the applicant's responsibility to ensure that necessary measures are taken to minimize silt discharge from the site. Modification of the erosion control plan may be warranted during wet weather conditions.
8. For native oak trees in the project area, there shall be no grading or alteration of the drainage patterns within 1.5 times the radius of the protected zone, as defined by the Tree Preservation Ordinance. (Planning)
9. Grading plans shall include a fencing plan for the installation of temporary construction fencing to protect oak trees or wetland areas. The fencing plan is subject to the review and approval of the Planning Division. Prior to any onsite work, the applicant shall contact the Planning Division to inspect installed fencing and verify compliance with the fencing plan. (Planning)
10. The applicant shall submit to the Planning and Engineering Departments any applicable Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. The permit(s) shall at a minimum provided for the 1:1 replacement of wetland and vernal pool habitat of equal or greater value. (Planning)
11. Grading plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. The following shall apply:
  - a) Prior to grading or other site work, high-visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until grading or other construction activities are complete, at which time fencing and all temporary erosion control measures shall be removed.

- b) During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis.
- c) Slopes between the project site and Preserve shall be 3:1 or less. (Parks, Recreation, and Libraries)

12. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

**DURING CONSTRUCTION & PRIOR TO NOTICE OF COMPLETION:**

- 13. Easement widths shall comply with the City's Improvement Standards and Construction Standards. The following easements shall be provided by separate instrument and shown on the grading plan, unless otherwise provided for in these conditions: a 12.5-foot wide public utilities easement along all residential road frontages. (Engineering, Environmental Utilities, Electric)
- 14. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville." All legal descriptions shall be prepared by a licensed land Surveyor. (Engineering, Environmental Utilities, Electric)
- 15. The following note shall be added to the grading plans:  
  
To minimize dust/ grading impacts during construction the applicant shall:
  - a) Spray water on all exposed earth surfaces during clearing, grading, earth moving, and other site preparation activities throughout the day, to minimize dust.
  - b) Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.
  - c) Sweep the adjacent street frontages of Vista Grande Boulevard at least once a day, or as needed to remove silt and other dirt which is evident from construction activities.
  - d) Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.
  - e) The City shall have the authority to stop all grading operations, if in opinion of city staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (Engineering)
- 16. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
- 17. All improvements being constructed in accordance with the approved grading plans shall be accepted as complete by the City. (Engineering)
- 18. Prior to grading, the site shall be scarified and all deleterious vegetation shall be removed. (Engineering)
- 19. All fill shall be placed in standard lifts, and shall be compacted to a minimum of 90% relative compaction. Prior to the approval and acceptance of the grading operation as complete, the applicant shall provide a soils report generated from a registered geotechnical engineer certifying that the fill has been properly constructed. (Engineering)
- 20. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the

improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)

21. Any future park parcel, used for the stockpiling of dirt, shall require an existing topographic survey to determine the existing elevations of said parcel. An approved mass grading plan of the park will also be required. Once the stockpile is removed, the park will need to be returned to a like condition of its existing state or contour graded to provide positive drainage to an approved drainage outlet, as approved by the Engineering and Parks Department. (Engineering, Parks)
22. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, provided all construction equipment is fitted with factory installed muffling devices and is maintained in good working order, project construction noise is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. (Engineering)
23. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
24. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, retaining walls, and structures of any type. (Electric)
25. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

#### **OTHER CONDITIONS OF APPROVAL:**

26. The applicant shall pay City's actual cost for providing plan check, installation, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities)
27. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained. (Electric, Engineering, Environmental Utilities)
28. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
29. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. (Fire)

#### **CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION (FD-10, FD-21, FD-23) – FILE #PL20-0119**

1. The development standards, unit designs and landscape plans for **SVSP PCL FD-10, FD-21, & FD-23 – JMC TM#3** are approved as described in Exhibits I–J, except as modified by these conditions of approval. (Planning)
2. This permit shall expire on the same date as the Tentative Map for **SVSP PCL FD-10, FD-21, & FD-23 – JMC TM#3 (File #PL20-0119)**, which is **February 25, 2023**. Prior to said expiration date, the



applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 25, 2024**. Effectuation of this DRRS shall occur with the first residential Building Permit. (Planning)

3. Prior to submittal of building permits for construction of homes within the subdivisions, the home builder shall submit and gain approval of a Design Review for Residential Subdivision (DRRS) Modification to review the anticipated changes to the proposed architecture and home designs. (Planning)
4. The landscape plan shall comply with the Landscape Guidelines for Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)
5. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010) and subsequent Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
6. To provide variation along the streetscape, no two identical unit designs shall be located adjacent to one another. (Planning)
7. Lots with street-facing rear and side elevations shall be constructed with enhanced architectural details. (Planning)

#### **PRIOR TO ISSUANCE OF BUILDING PERMITS:**

8. The project Landscape Plans shall comply with the following:
  - a) The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventers, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
  - b) At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)
9. All on-site external lighting shall be installed and directed to have no off-site glare. (Planning)
10. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code-CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)
11. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
12. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)
13. Testing of all fire systems shall be performed prior to opening the sales office for business. (Fire)

14. Framing construction cannot commence until access roads and public fire hydrants are approved by the Fire Department. (Fire)
15. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
16. All electric metering shall be directly outside accessible. (Electric)
17. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

**OTHER CONDITIONS OF APPROVAL:**

18. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Building)
19. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Department Field Inspector at the time of or prior to the foundation inspection. (Building)
20. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
21. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
22. Signs are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
23. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
24. Fences and walls shall be consistent with the locations and treatments specified in the Sierra Vista Specific Plan Design Guidelines. (Planning)
25. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
26. Any relocation or modification to the existing utility facilities or other existing improvements required for the development of this subdivision shall be at the developer's expense. (Electric, Environmental Utilities, Engineering, Fire)

### **ATTACHMENTS**

1. 4<sup>th</sup> Addendum to the SVSP EIR
2. SVSP RS/DS Standards
3. Open Space Access Plan

### **EXHIBITS**

- A. GPA Exhibit
- B. General Plan Land Use Map
- C. SPA Exhibit
- D. SVSP Change Pages
- E. Draft First Amendment of the Mourier Investments, LLC DA
- F. Draft Fourth Amendment of the Westpark Federico DA
- G. Tentative Subdivision Maps
- H. FD-10 Mass Grading Plan
- I. Modified RS/DS Standards
- J. DRRS Package

**Note to Applicant and/or Developer:** Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

**NOTE:** Attachments 1 and Exhibits A-F are not included as part of CC Attachment 1 (Planning Commission Staff Report) because they are already included as attachments/exhibits to the City Council Communication.

**Table A-1: RS/DS Development Standards**

| Single Family<br>with Attached Sidewalk <sup>4</sup> |                                                                                                                                                                                                                                                                                    | Single Family<br>with Separated Sidewalk <sup>1, 4</sup>                                                                                                                                   |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lot Size (minimum)</b>                            |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| Area, Interior Lot                                   | 4,500 sq. ft.                                                                                                                                                                                                                                                                      | 4,275 sq. ft. <sup>1</sup>                                                                                                                                                                 |
| Area, Corner Lot                                     | 5,500 sq. ft.                                                                                                                                                                                                                                                                      | 4,710 sq. ft. <sup>1</sup>                                                                                                                                                                 |
| Width, Interior                                      | 45 ft.                                                                                                                                                                                                                                                                             | 45 ft.                                                                                                                                                                                     |
| Width, Corner                                        | 55 ft.                                                                                                                                                                                                                                                                             | 50 ft.                                                                                                                                                                                     |
| <b>Permitted Density (maximum per lot)</b>           |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| Residential Density                                  | 1 dwelling;<br>1 second unit                                                                                                                                                                                                                                                       | 1 dwelling;<br>1 second unit                                                                                                                                                               |
| <b>Setbacks (minimum)</b>                            |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| Front <sup>2</sup>                                   | 15 ft. to living space or side wall of garage;<br>12.5 ft. to porch<br>18 ft. min. driveway depth                                                                                                                                                                                  | 10 ft. to first-floor living space or side wall of garage<br>7.5 ft. to porch, but in no case may encroach into a PUE<br>15 ft. to second-floor living space<br>18 ft. min. driveway depth |
| Sides <sup>2</sup><br>Interior Lots:<br>Corner Lots: | 5 ft.<br>5 ft. interior side<br>12.5 ft. street side on first floor<br>15 ft. street side on second floor                                                                                                                                                                          | 5 ft.<br>5 ft. interior side<br>10 ft. street side on first floor<br>13 ft. street side on second floor                                                                                    |
| Rear                                                 | 10 ft. minimum with minimum usable open space of 700 s.f. or 500 s.f. where a usable front porch is provided <sup>3</sup>                                                                                                                                                          | 10 ft. minimum with minimum usable open space of 500 s.f. <sup>3</sup>                                                                                                                     |
| <b>Coverage (maximum)</b>                            |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| Site Coverage                                        | None <sup>3</sup>                                                                                                                                                                                                                                                                  | None <sup>3</sup>                                                                                                                                                                          |
| <b>Height (maximum)</b>                              |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| Height                                               | 35 ft.                                                                                                                                                                                                                                                                             | 35 ft.                                                                                                                                                                                     |
| <b>Supplemental Design Standards</b>                 |                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            |
| 1. Front Yard Stagger                                | None required, but optional per unit design                                                                                                                                                                                                                                        |                                                                                                                                                                                            |
| 2. Stagger for 3 <sup>rd</sup> Car Garages           | 2 ft. between 3 <sup>rd</sup> car bay and two-car garage                                                                                                                                                                                                                           |                                                                                                                                                                                            |
| 3. Two-story unit mix                                | No limit                                                                                                                                                                                                                                                                           |                                                                                                                                                                                            |
| 4. Separation Between Second Story Elements          | A minimum of 10 feet shall be provided between second story elements of adjacent two-story dwellings                                                                                                                                                                               |                                                                                                                                                                                            |
| 5. Building Exterior                                 | Architectural treatment shall be applied to all elevations of a building. At a minimum, all doors, windows and other wall openings shall be trimmed consistent with the architectural style. Panelized windows or other architectural treatment shall be used on all garage doors. |                                                                                                                                                                                            |

- 1 Sidewalk separated from back of curb by 5-foot planter strip
- 2 Front setback (and side setback where adjacent to street) is measured from back of walk. Fence side yard setback is 5' from back of walk where facing a street. In the absence of a sidewalk, setback is measured from edge of right-of-way.
- 3 The rear and side yards may be utilized to meet the minimum usable open space provided the minimum dimension, measured perpendicular to the applicable rear or side yard is ten (10) feet. Maximum coverage is a function of lot size, required setbacks and usable open space. A minimum usable open space of 500 s.f. may be applied where a front porch is provided with minimum dimension of 6 ft. x 10 ft. exclusive of entry way.
4. Variations to the standards and other housing product types may be permitted subject to processing of a Design Review Permit for Residential Subdivisions (DRRS) concurrent with the approval of a tentative subdivision map and review of product type.



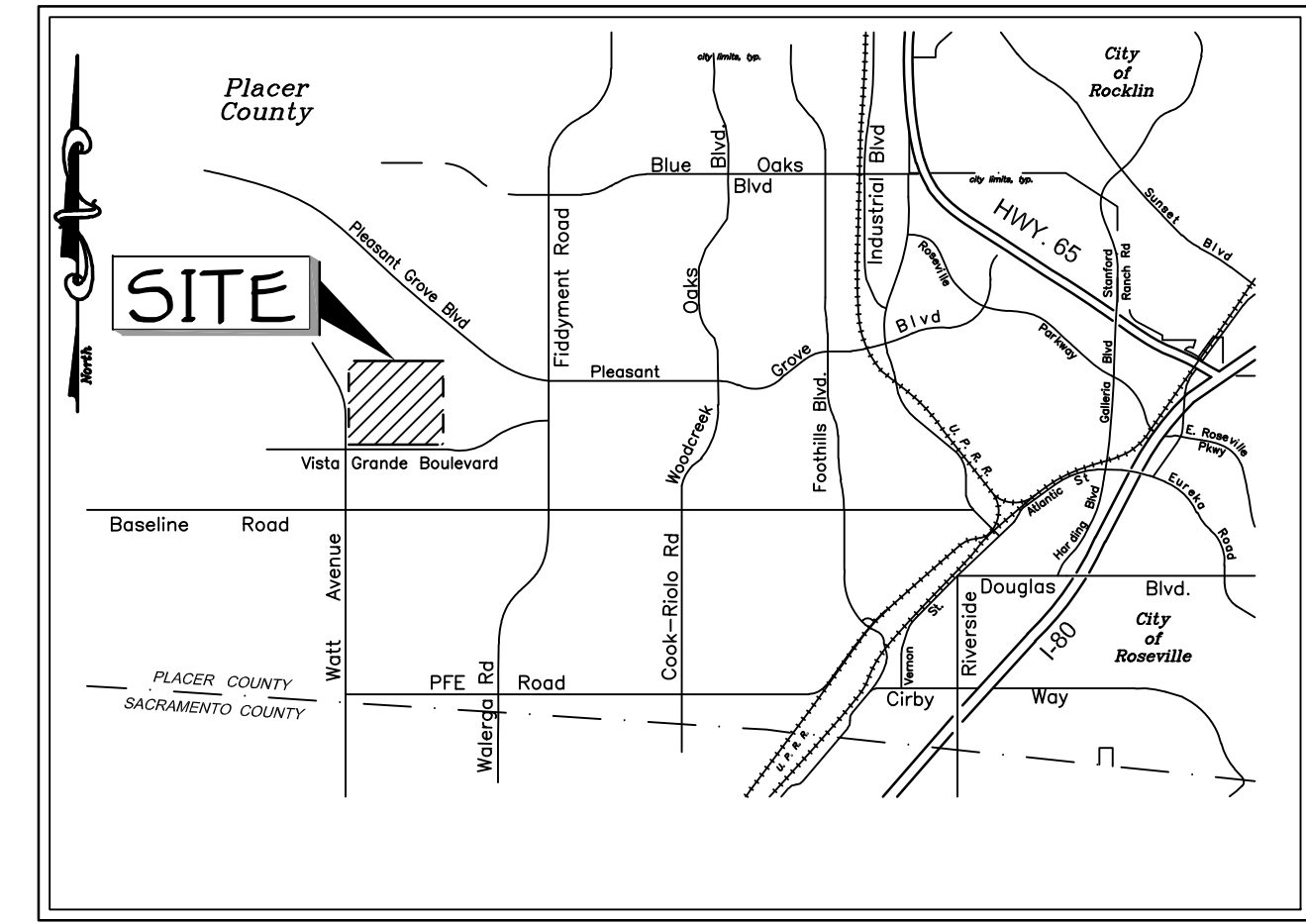
OPEN SPACE ACCESS PLAN:  
VILLAGES FD-08, FD-10, FD-21 AND FD-23 - SVSP

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

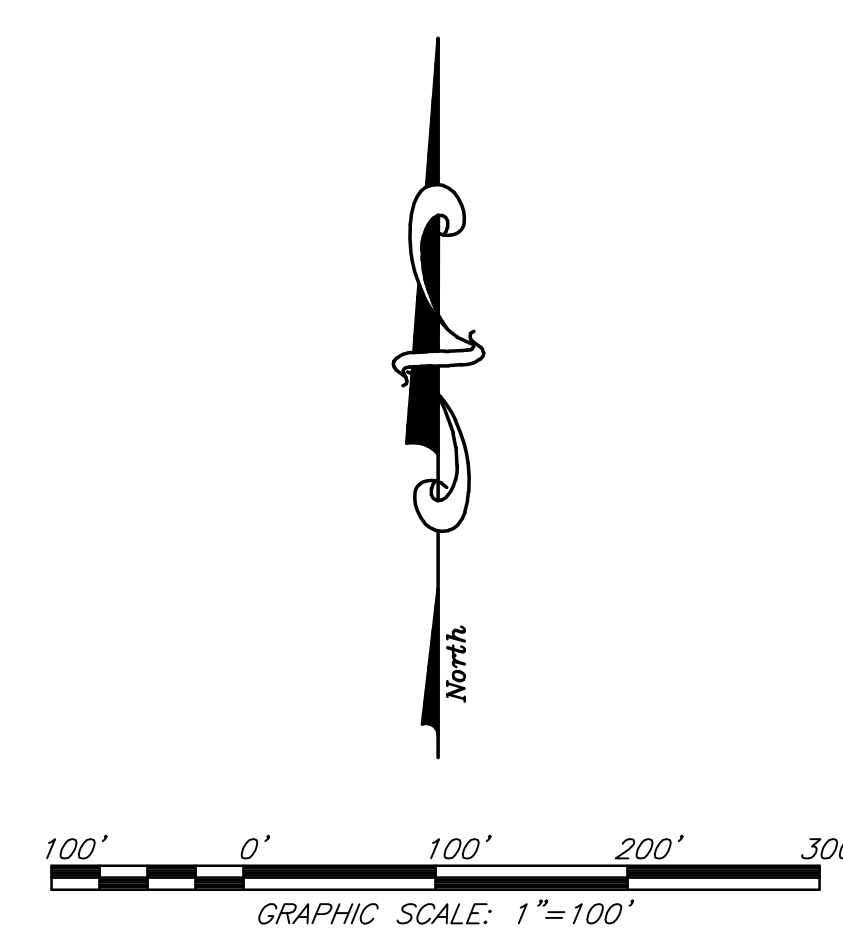
City of Roseville,  
Scale 1" = 100'

State of California  
October, 2020

Sheet 1 of 4  
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



VICINITY MAP



- WETLANDS LEGEND:**
- PERENNIAL STREAMS
  - INTERMITTENT STREAMS
  - SEASONAL WETLANDS
  - WETLANDS SWALE
  - VERNAL POOLS
  - BIO SWALE

**JMC HOMES**

JOHN MOURIER CONSTRUCTION INC.  
1430 Blue Oaks Blvd., Ste 190  
Roseville, Ca 95747-7143  
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CALIFORNIA LIC. 613004 B

**IBW BAKER-WILLIAMS ENGINEERING GROUP**

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608  
(916) 331-4338 ~ fax (916) 331-4430 ~ office@bweengineers.com

CO-3  
MDR  
15.7 AC. ±

KT-21A  
MDR  
18.6 AC. ±

KT-61  
PQP  
12.5 AC. ±

KT-2  
LDR  
23.7 AC. ±

KT-3A  
LDR  
19.2 AC. ±



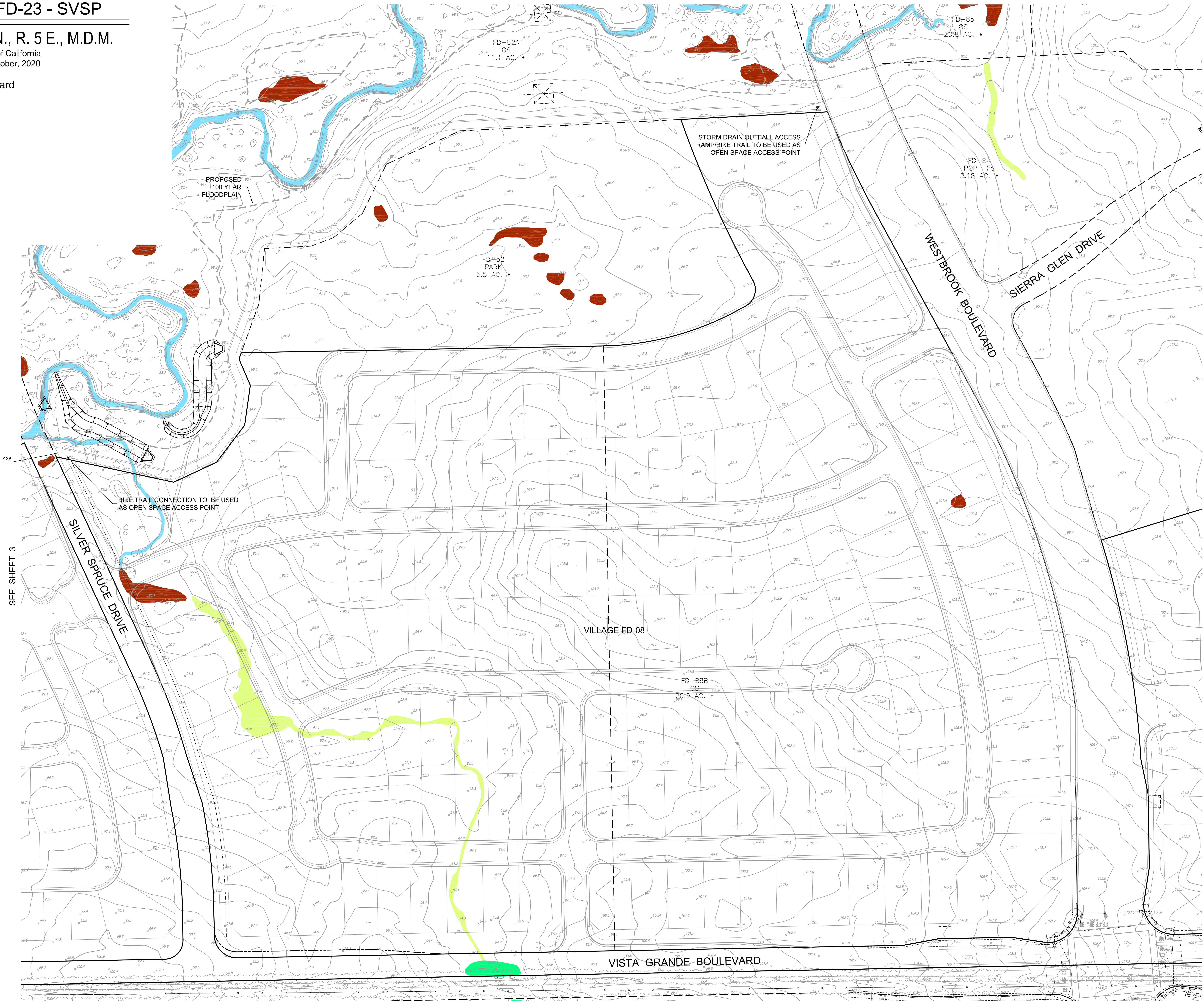
OPEN SPACE ACCESS PLAN:  
VILLAGES FD-08, FD-10, FD-21 AND FD-23 - SVSP

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

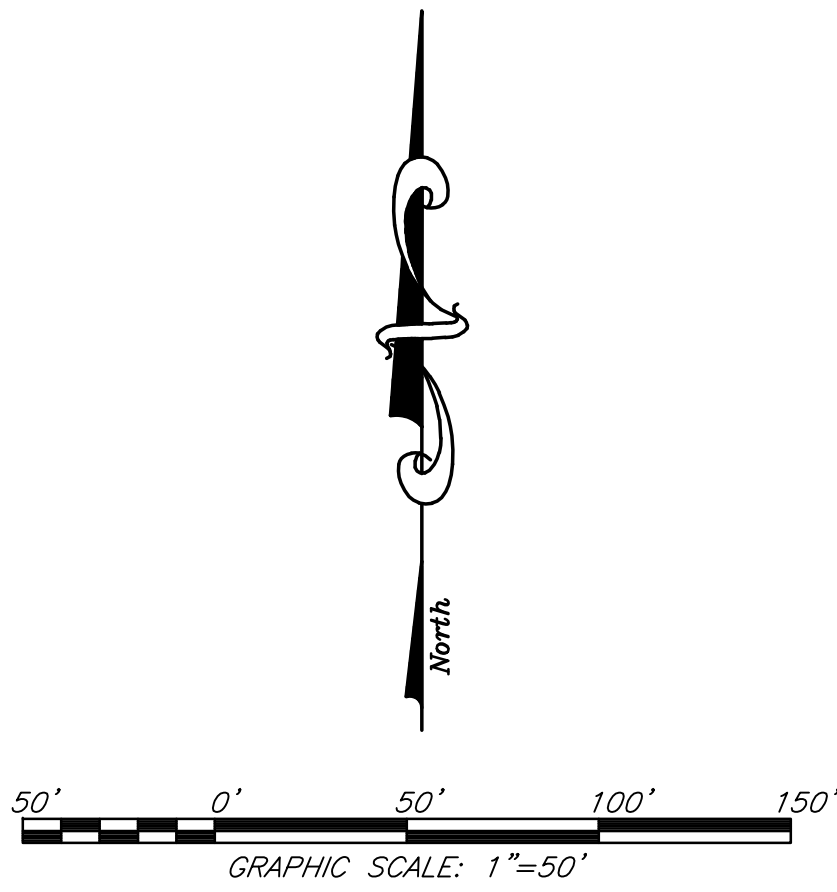
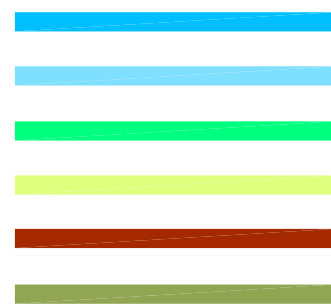
City of Roseville,  
Scale 1" = 50'

State of California  
October, 2020

Sheet 2 of 4  
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



WETLANDS LEGEND:  
PERENNIAL STREAMS  
INTERMITTENT STREAMS  
SEASONAL WETLANDS  
VERNAL SWALE  
BIO SWALE





OPEN SPACE ACCESS PLAN:  
VILLAGES FD-08, FD-10, FD-21 AND FD-23 - SVSP

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

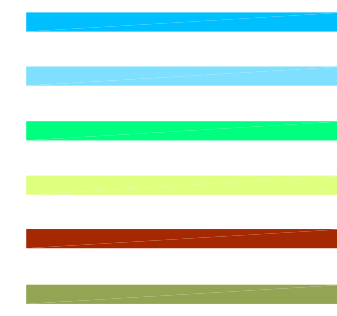
City of Roseville,  
Scale 1" = 40'

State of California  
October, 2020

Sheet 3 of 4  
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



**WETLANDS LEGEND:**  
PERENNIAL STREAMS  
INTERMITTENT STREAMS  
SEASONAL WETLANDS  
WETLANDS SWALE  
VERNAL POOLS  
BIO SWALE



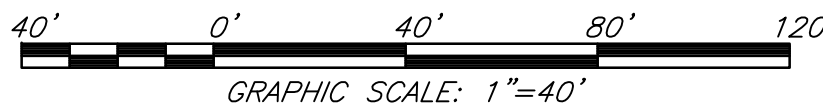
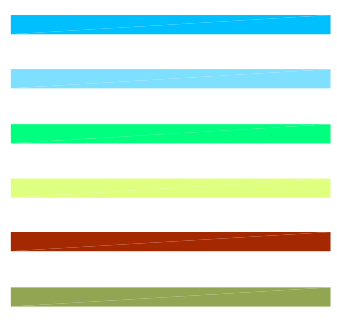
GRAPHIC SCALE: 1" = 40'



Sheet 4 of 4  
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



**WETLANDS LEGEND:**  
PERENNIAL STREAMS  
INTERMITTENT STREAMS  
SEASONAL WETLANDS  
WETLANDS SWALE  
VERNAL POOLS  
BIO SWALE



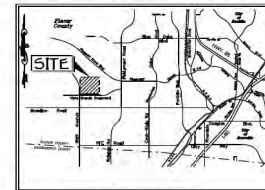


| VILLAGE ANALYSIS: |                   |       |       |       |                |                   |         |  |  |
|-------------------|-------------------|-------|-------|-------|----------------|-------------------|---------|--|--|
| VILLAGE           | LAND USE          | CONTR | ACRES | UNITS | AVAIL LOT SIZE | CUT / FILL        | DENSITY |  |  |
| FD-08             | LDR (Residential) | RSOS  | 36.4  | 196   | 51,107 S.F.    | 45,150 / 45,150   | 4.4     |  |  |
| FD-10             | LDR (Residential) | RSOS  | 26.5  | 143   | 51,107 S.F.    | 45,150 / 45,150   | 7.2     |  |  |
| FD-21             | MCR (Residential) | RSOS  | 24.4  | 187   | 51,107 S.F.    | 34,966 / 43,768   | 7.7     |  |  |
| FD-23             | MCR (Residential) | RSOS  | 17.7  | 187   | 51,107 S.F.    | 24,985 / 29,985   | 7.2     |  |  |
| TOTAL             |                   |       | 104.0 | 613   |                | 175,961 / 175,961 |         |  |  |

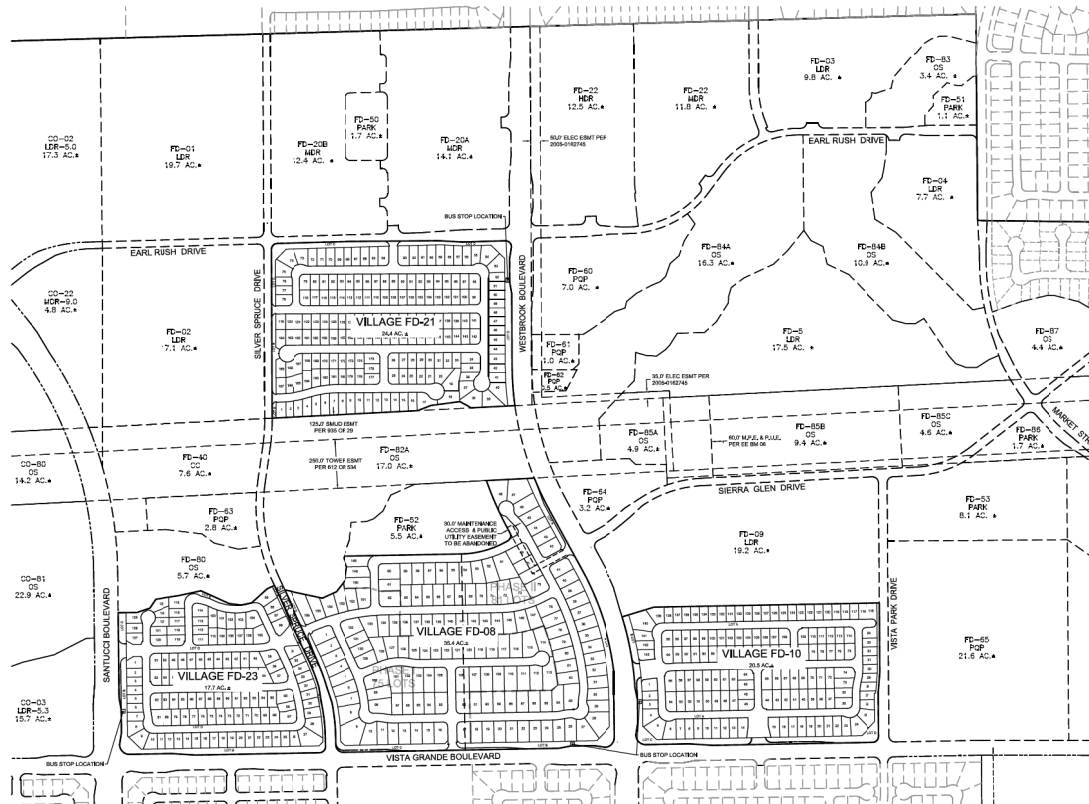
Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville, State of California  
Scale 1" = 200'

Sheet 1 of 12  
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119

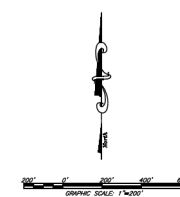


VICINITY MAP



|                                                                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------|--|
| <b>OWNERS:</b>                                                                                                    |  |
| JOHN MOURIER CONSTRUCTION INC.<br>1430 Blue Oaks Blvd, Suite 100<br>Roseville, CA 95747<br>PH: 916-887-7143       |  |
| <b>DEVELOPERS:</b>                                                                                                |  |
| JOHN MOURIER CONSTRUCTION INC.<br>1430 Blue Oaks Blvd, Suite 100<br>Roseville, CA 95747<br>PH: 916-887-7143       |  |
| <b>ENGINEER:</b>                                                                                                  |  |
| BAKER-WILLIAMS ENGINEERING GROUP<br>8200 Buena Vista Drive, Suite 100<br>Carmichael, CA 95608<br>PH: 916-960-5322 |  |
| <b>ASSESSOR'S PARCEL NUMBER:</b>                                                                                  |  |
| SECTION 35, T11N, R5E, M2004000, 080400000<br>SECTION 36, T11N, R5E, M2004000, 080400000                          |  |
| <b>ACREAGE:</b>                                                                                                   |  |
| 36.4 ACRES                                                                                                        |  |
| <b>PROPOSED IMPROVEMENTS:</b>                                                                                     |  |
| AS REQUIRED BY THE CITY OF ROSEVILLE<br>DEPARTMENT OF PUBLIC WORKS                                                |  |
| <b>EXISTING USE:</b>                                                                                              |  |
| VACANT LAND                                                                                                       |  |
| <b>SEWER:</b>                                                                                                     |  |
| CITY OF ROSEVILLE                                                                                                 |  |
| <b>WATER SUPPLY:</b>                                                                                              |  |
| CITY OF ROSEVILLE                                                                                                 |  |
| <b>DRAINAGE:</b>                                                                                                  |  |
| CITY OF ROSEVILLE                                                                                                 |  |
| <b>FIRE PROTECTION:</b>                                                                                           |  |
| CITY OF ROSEVILLE                                                                                                 |  |
| <b>SCHOOL DISTRICT:</b>                                                                                           |  |
| ROSEVILLE SCHOOL DISTRICT                                                                                         |  |
| <b>PARK DISTRICT:</b>                                                                                             |  |
| ROSEVILLE PARK DISTRICT                                                                                           |  |

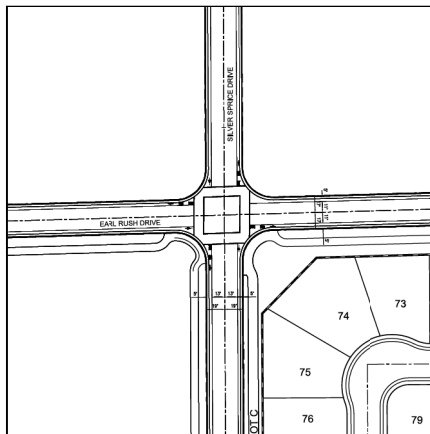
| GRADING LEGEND             |                |                |
|----------------------------|----------------|----------------|
| NAME                       | EXISTING       | PROPOSED       |
| MANHOLE                    | 0              | 1              |
| STORM SEWER PIPE           | 4" 12" 18" 24" | 4" 12" 18" 24" |
| STORM SEWER PIPE           | 4" 12" 18" 24" | 4" 12" 18" 24" |
| WATER PIPE                 | 4" 12" 18" 24" | 4" 12" 18" 24" |
| DROP INLET                 | 18"            | 18"            |
| FIRE HYDRANT               | 18"            | 18"            |
| MASONRY RETAINING WALL     |                |                |
| DRAPE                      |                |                |
| CUT/PAVE                   |                |                |
| EDGE OF PAVEMENT           |                |                |
| CURB, CUTTER & SIDEWALK    |                |                |
| RIGHT-OF-WAY               |                |                |
| CENTER LINE                |                |                |
| PROPERTY LINE              |                |                |
| SLOPE MARK                 |                |                |
| TOP BACK OF HALF ELEVATION |                |                |
| SPOT ELEVATION             |                |                |
| PAV. GRADE                 |                |                |
| DRAINAGE DIRECTION FLOW    |                |                |



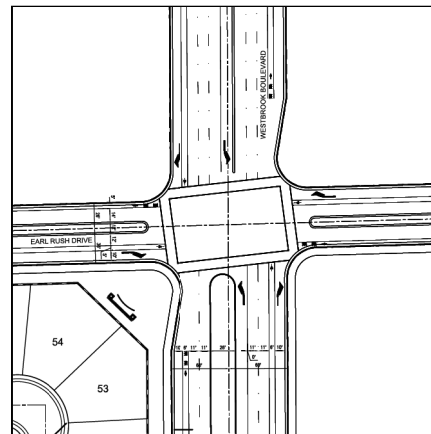
| LAND USE ANALYSIS: |                      |         |                     |                       |                 |                |                 |                       |                         |
|--------------------|----------------------|---------|---------------------|-----------------------|-----------------|----------------|-----------------|-----------------------|-------------------------|
| PARCEL             | GENERAL PLANNING USE | DEVELOP | ACRES/SPECIFIC PLAN | ACRES/TERMINATIVE MAP | ALLOCATED UNITS | PROPOSED UNITS | AVAILABLE UNITS | DENSITY/SPECIFIC PLAN | DENSITY/TERMINATIVE MAP |
| FD-08              | LDR (Residential)    | RSOS    | 36.4                | 36.4                  | 196             | 196            | 196             | 4.4                   | 4.4                     |
| FD-10              | LDR (Residential)    | RSOS    | 26.5                | 26.5                  | 143             | 143            | 143             | 7.2                   | 7.2                     |
| FD-21              | MCR (Residential)    | RSOS    | 24.4                | 24.4                  | 187             | 187            | 187             | 7.7                   | 7.7                     |
| FD-23              | MCR (Residential)    | RSOS    | 17.7                | 17.7                  | 187             | 187            | 187             | 7.2                   | 7.2                     |
| CO-01              | MCR (Residential)    | RSOS    | 7.2                 | 7.2                   | 75              | 75             | 75              | 7.2                   | 7.2                     |
| CO-02              | MCR (Residential)    | RSOS    | 4.8                 | 4.8                   | 45              | 45             | 45              | 7.2                   | 7.2                     |
| TOTAL              |                      |         | 104.0               | 104.0                 | 733             | 733            | 733             |                       |                         |

**JMC HOMES**  
JOHN MOURIER CONSTRUCTION INC.  
1430 Blue Oaks Blvd, Suite 100  
Roseville, CA 95747-7143  
Office: 916-887-7143 Fax: 916-960-5322  
CALIFORNIA LIC. 613004 B

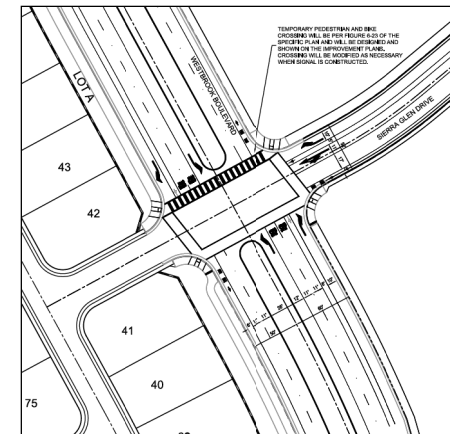
**BW BAKER-WILLIAMS ENGINEERING GROUP**  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
8200 Buena Vista Drive, Suite 100 - Carmichael, CA 95608  
(916) 960-5322 • Fax (916) 960-5322 • info@bakermw.com



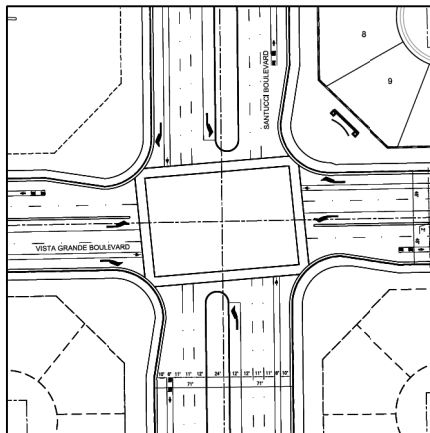
EARL RUSH DRIVE AND SILVER SPRUCE DRIVE



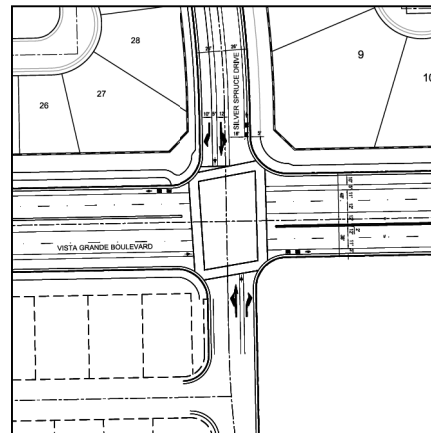
### EARL RUSH DRIVE AND WESTBROOK BOULEVARD



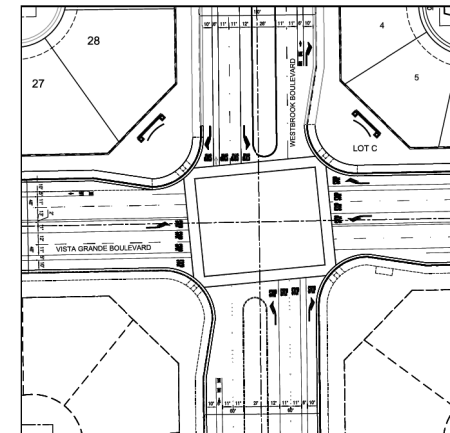
WESTBROOK BOULEVARD AND SIERRA GLEN DRIVE



VISTA GRANDE BOULEVARD AND SANTUCCI BOULEVARD



VISTA GRANDE BOULEVARD AND SILVER SPRUCE DRIVE



WESTBROOK BOULEVARD AND VISTA GRANDE BOULEVARD

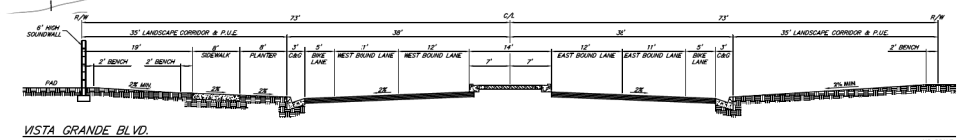
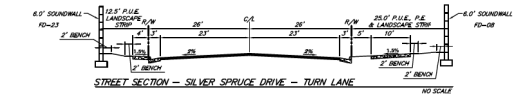
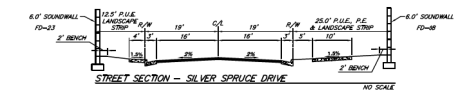
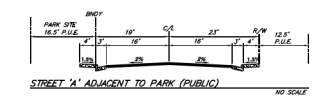
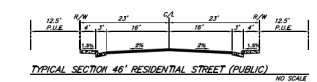
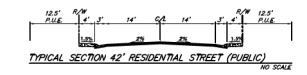
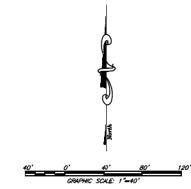


Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville, State of California  
Scale 1" = 40'  
May 2020

Sheet 3 of 12

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



NOTES: METERS/LACIES  
LOT A PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
LOT B PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
LOT C PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE

Tentative Subdivision Map - FD-08



NOTES: LETTERED LOTS  
 LOT A: PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
 LOT B: PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
 LOT C: PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
 LOT D: PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
 LOT E: SHALL BE GRANTED TO THE CITY OF ROSEVILLE AS AN ADDITION TO THE PARK

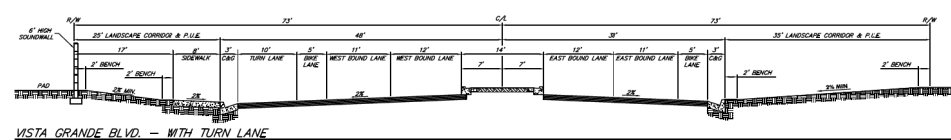
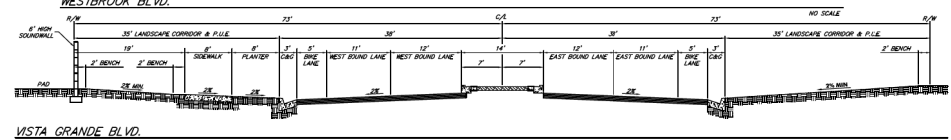
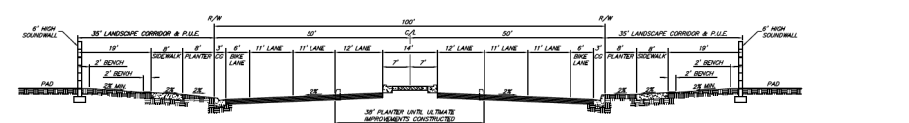
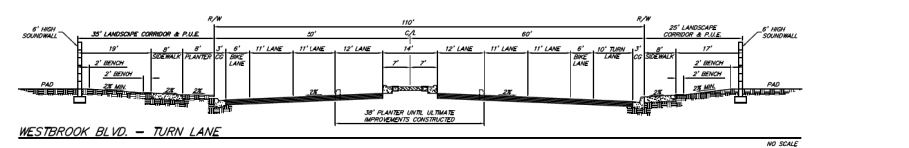
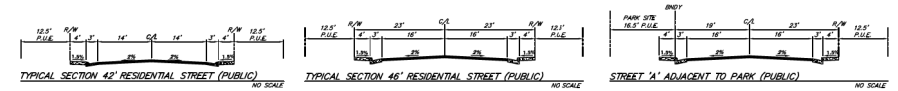
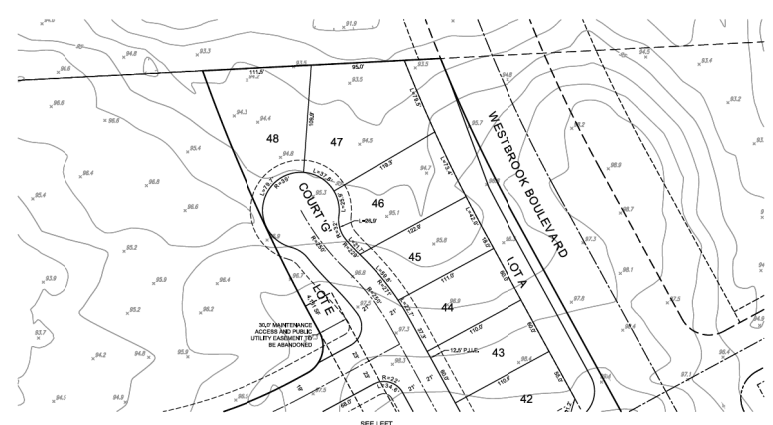
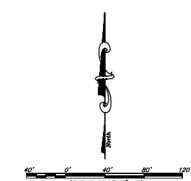
Tentative Subdivision Map - FD-08

# Tentative Subdivision Map No. 3 of The Villages at Sierra Vista: **VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
 City of Roseville, State of California  
 Scale 1" = 40'

Sheet 4 of 12

Project Address - 2520 Vista Grande Boulevard  
 File No. - PL20-0119

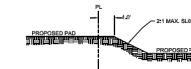


Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville,  
State of California  
Scale 1" = 40'  
May 2020

Sheet 5 of 12

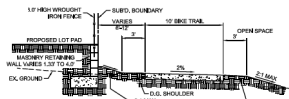
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



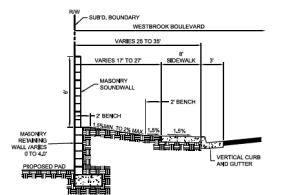
SECTION A-A  
PROFILE VIEW  
NO SCALE



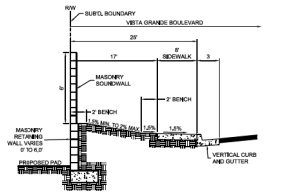
SECTION B-B  
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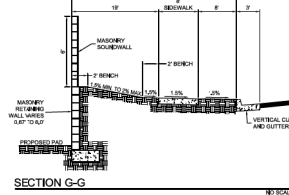
SECTION C-C  
NO SCALE



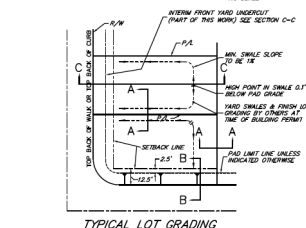
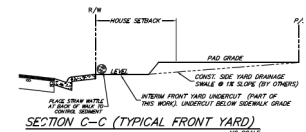
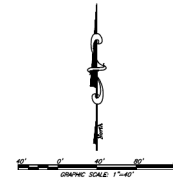
SECTION D-D  
NO SCALE



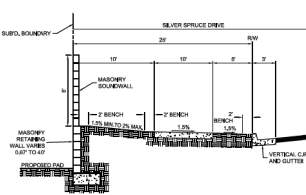
SECTION E-E  
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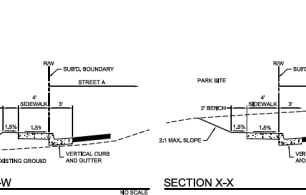
SECTION F-F  
NO SCALE



SECTION H-H  
NO SCALE



SECTION I-I  
NO SCALE



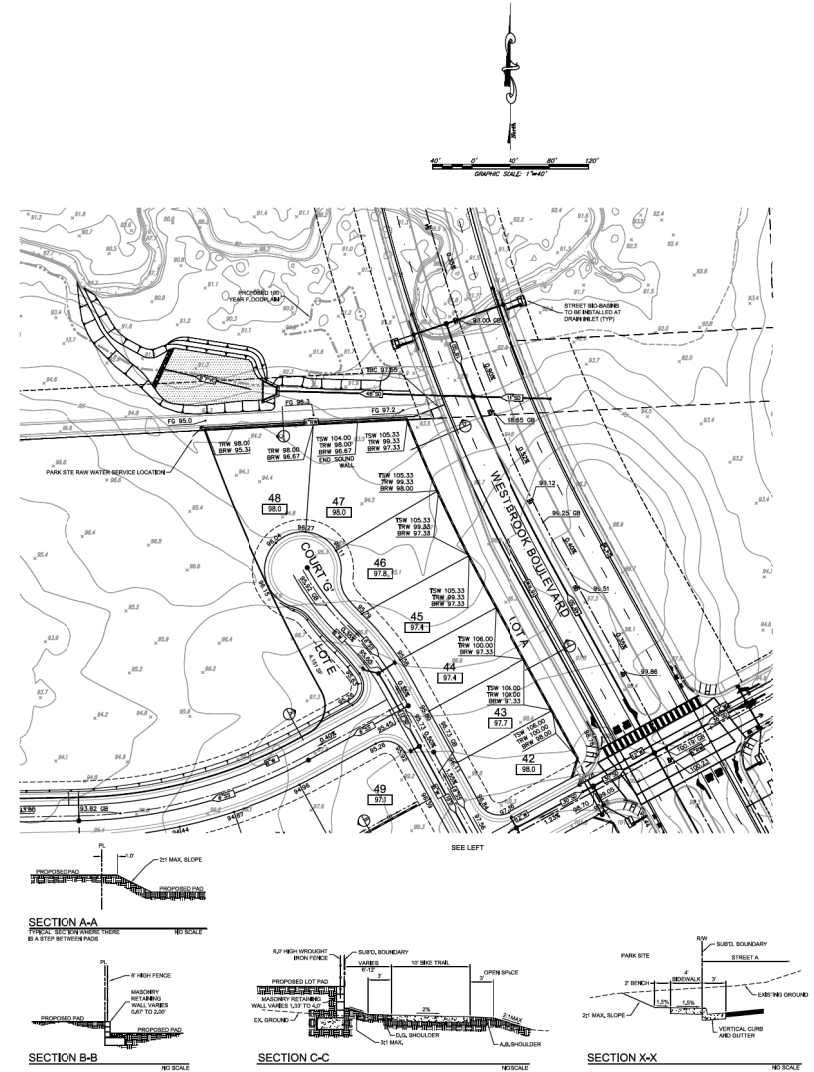
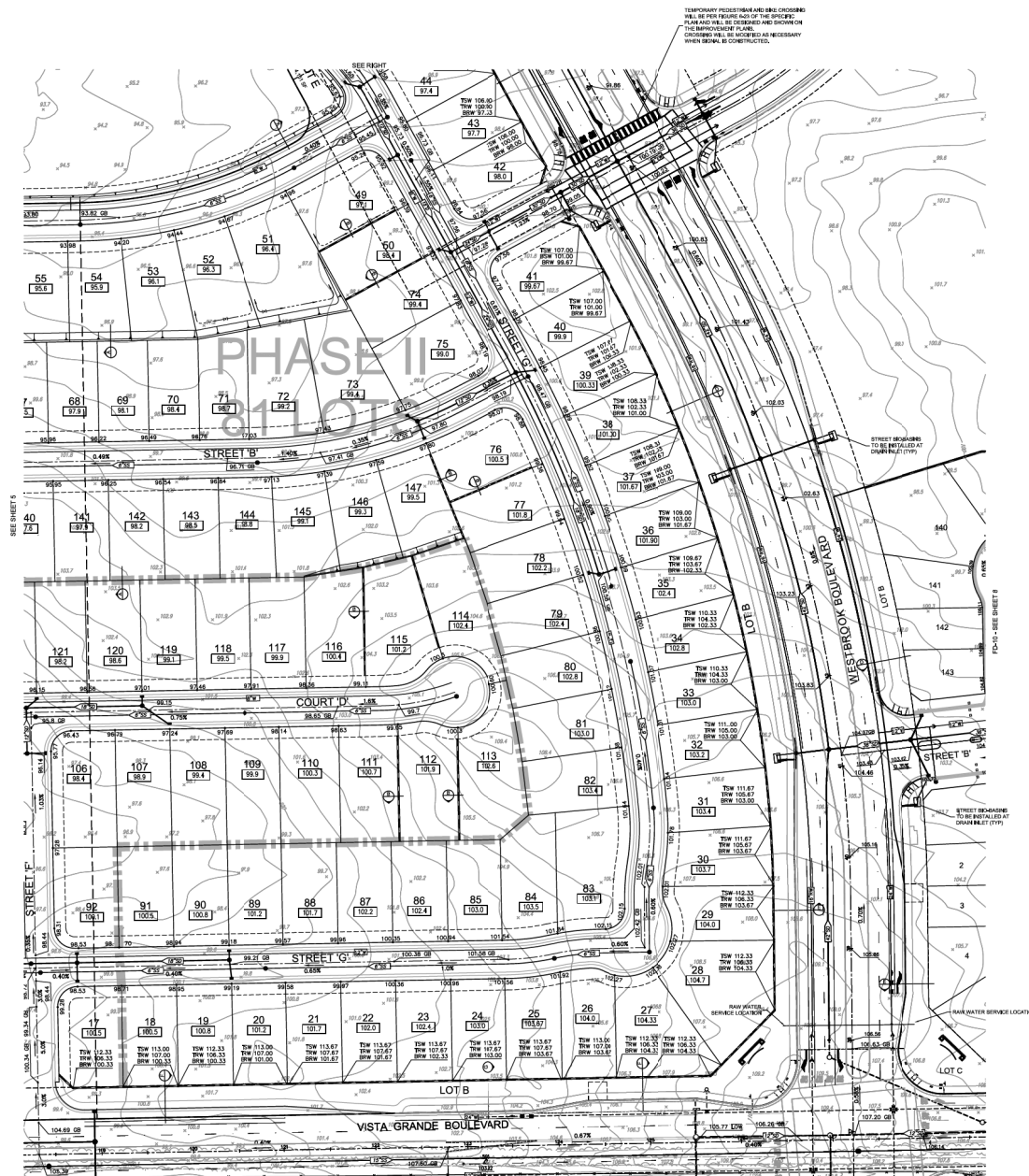
SECTION J-J  
NO SCALE

Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
 City of Roseville,  
 Scale 1" = 40'  
 State of California  
 May 2020

Sheet 6 of 12

Project Address - 2520 Vista Grande Boulevard  
 File No. - PL20-0119



Preliminary Grading and Utility Plan - FD-08



**NOTES: LETTERED LOTS**

- LOT A PRIVATE STREET TO BE DEDICATED TO THE HOMEOWNERS ASSOCIATION
- LOT B PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSERILLE
- LOT C PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSERILLE
- LOT D PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSERILLE

Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:

# VILLAGES FD-08, FD-10, FD-21 AND FD-23

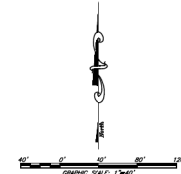
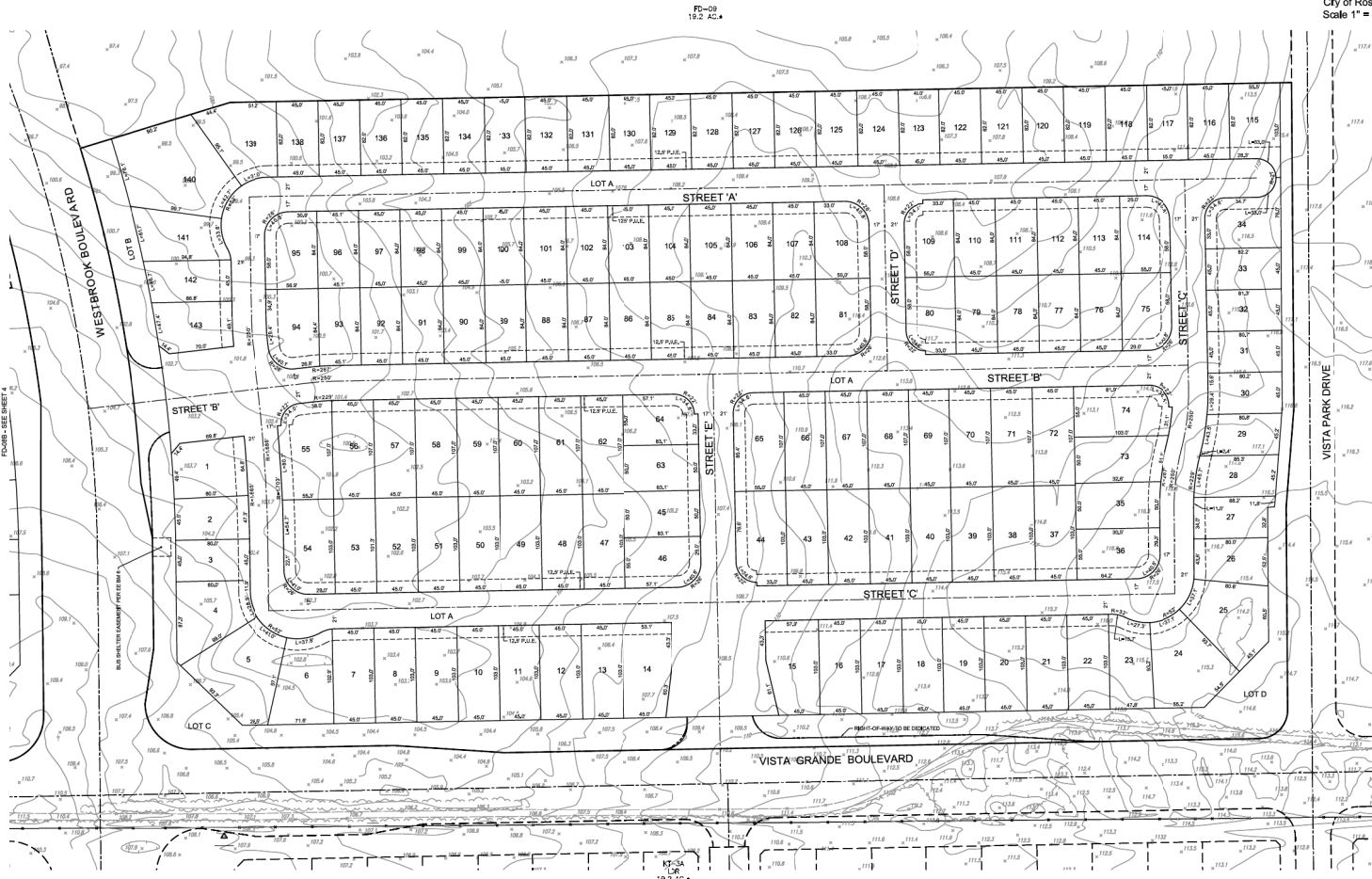
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,  
Scale 1" = 40'

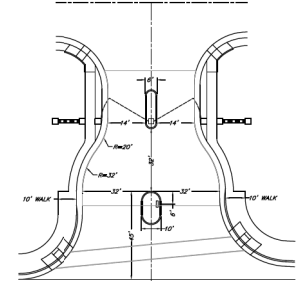
State of California  
May 2020

Sheet 7 of 12

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



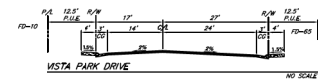
FD-05  
21.0 AC.



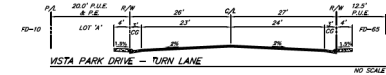
TYPICAL GATED ENTRY



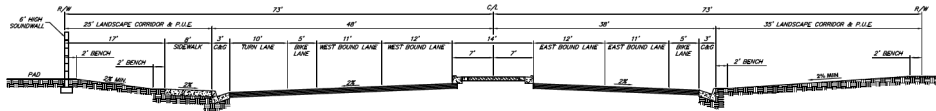
TYPICAL SECTION 30' RESIDENTIAL STREET (PRIVATE)



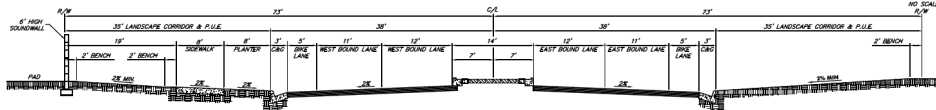
VISTA PARK DRIVE



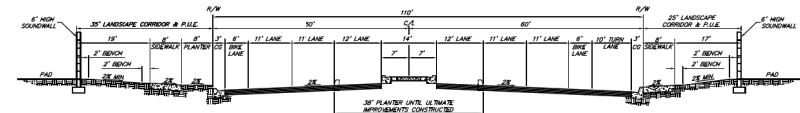
VISTA PARK DRIVE - TURN LANE



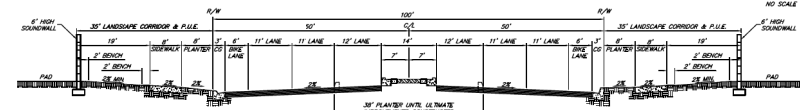
VISTA GRANDE BLVD. - WITH TURN LANE



VISTA GRANDE BLVD.



WESTBROOK BLVD. - TURN LANE



WESTBROOK BLVD.

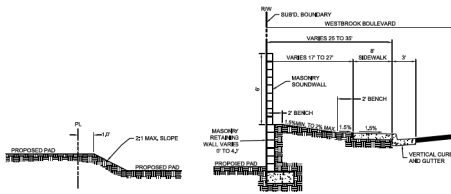
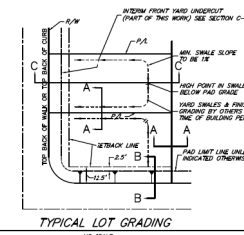
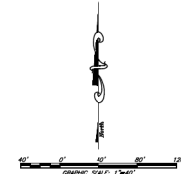
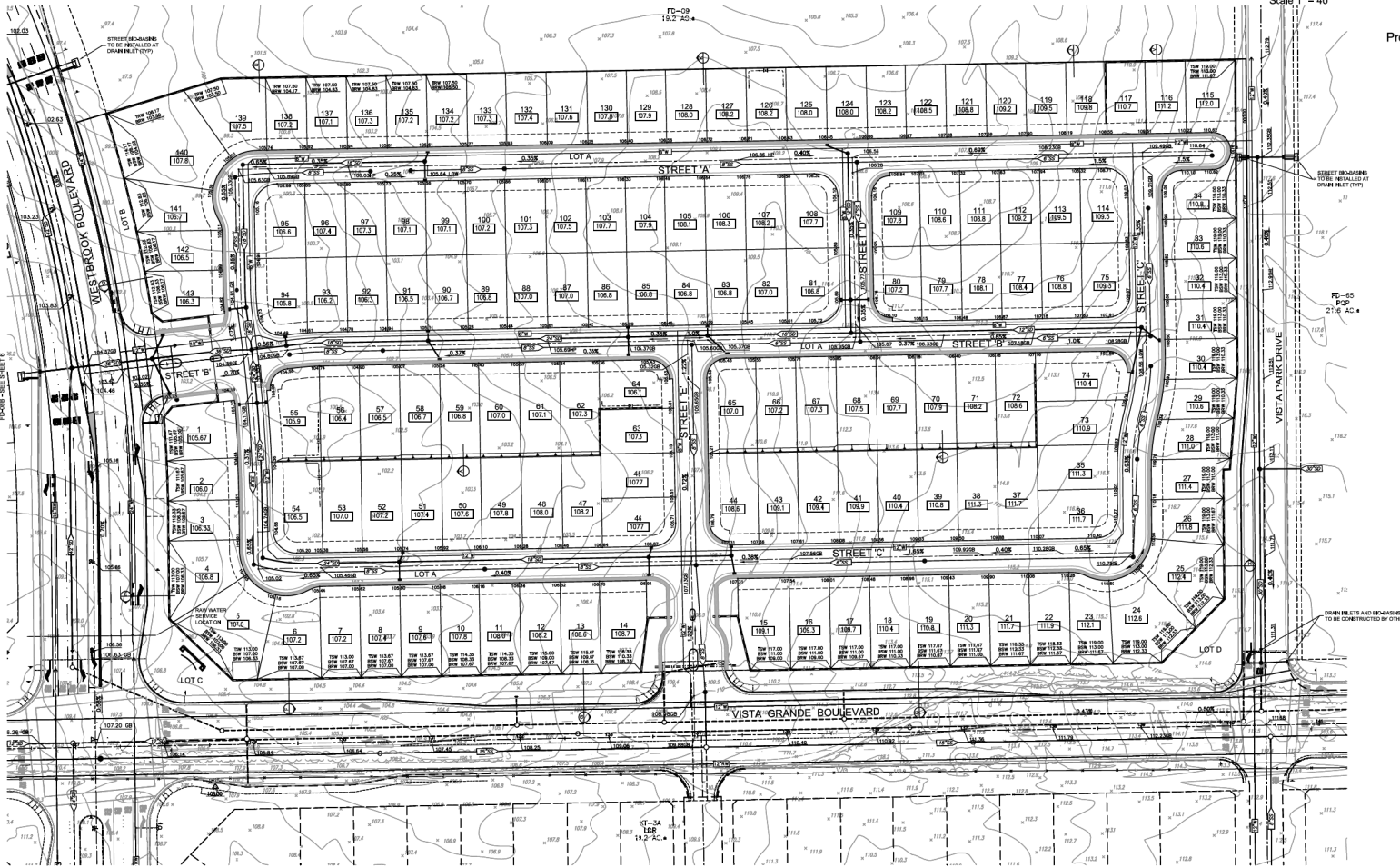
Tentative Subdivision Map - FD-10

Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

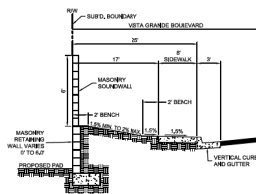
A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville,  
State of California  
May 2020

Sheet 8 of 12

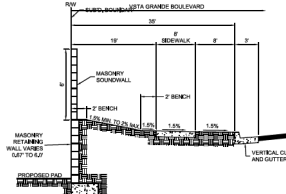
Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



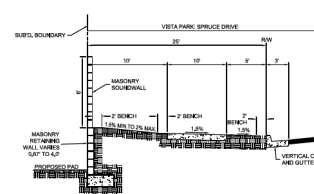
SECTION E-E



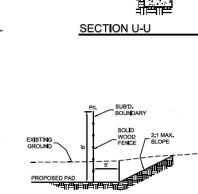
SECTION F-F



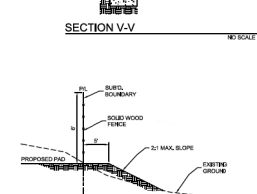
SECTION G-G



SECTION H-H



SECTION J-J



SECTION K-K

Preliminary Grading and Utility Plan - FD-10



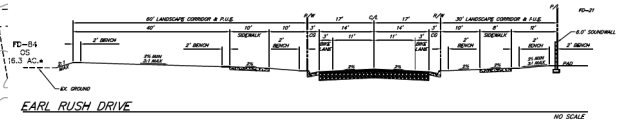
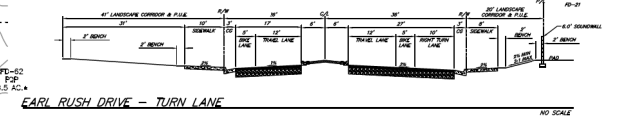
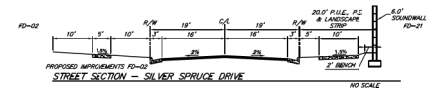
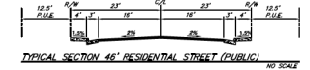
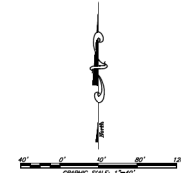
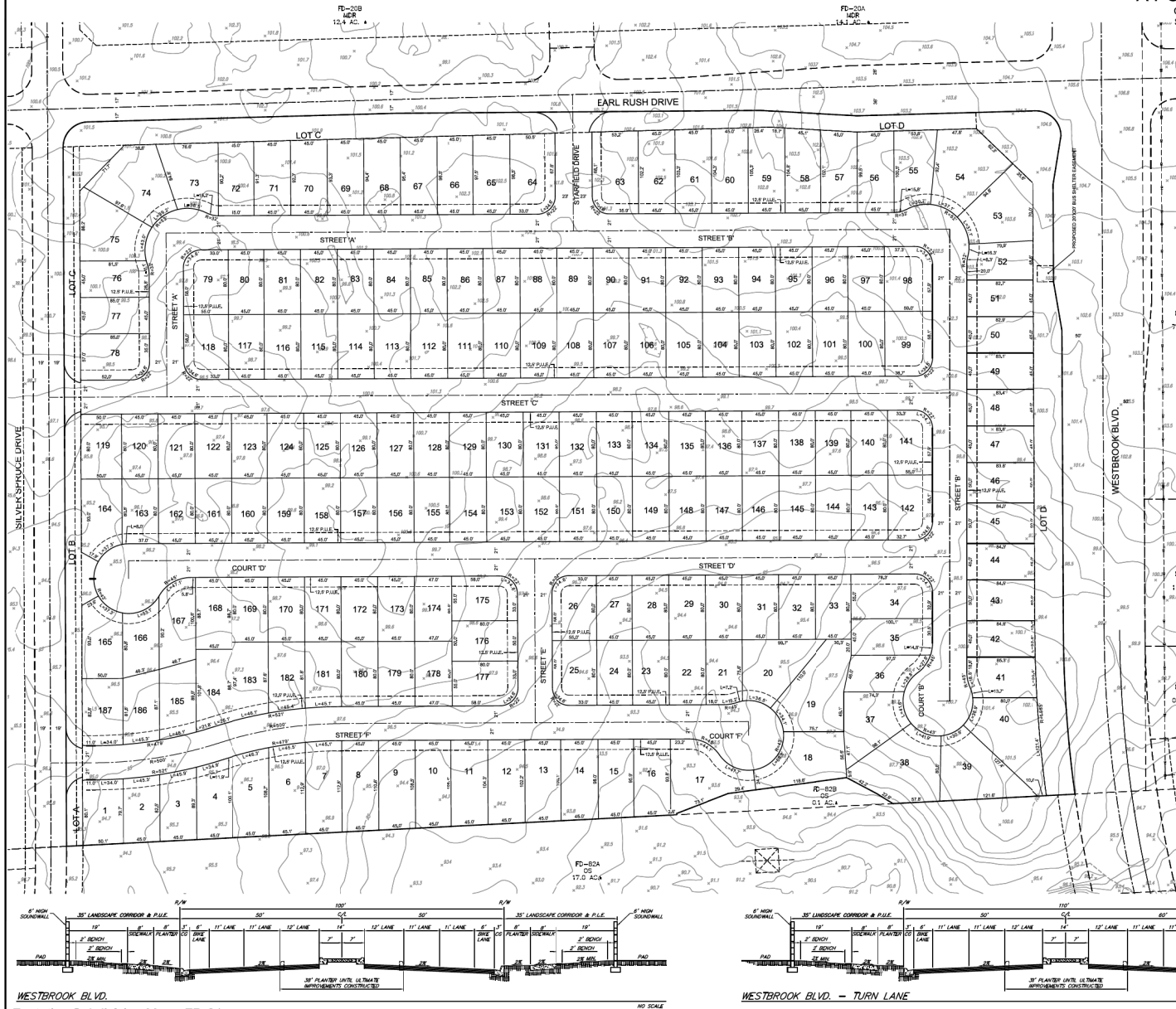
NOTES: LETTERED LOTS  
LOT A PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
LOT B PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
LOT C PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE  
LOT D PUBLIC LANDSCAPE STRIP TO BE DEDICATED TO CITY OF ROSEVILLE

Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville,  
State of California  
Scale 1" = 40'  
May 2020

Sheet 9 of 12

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



WESTBROOK BLVD.  
Tentative Subdivision Map - FD-21

WESTBROOK BLVD. - TURN LANE

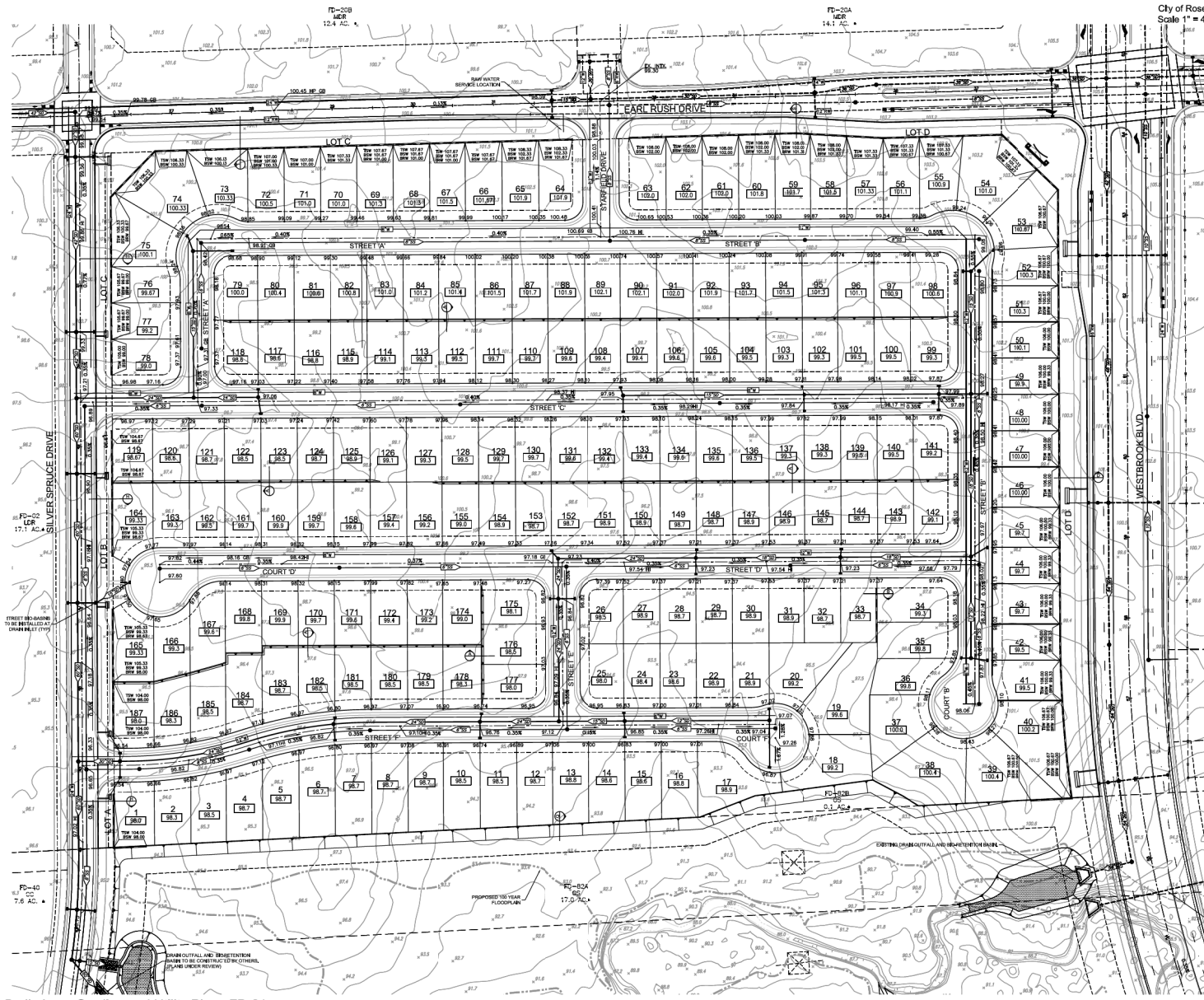
Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
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A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

City of Roseville,  
State of California  
Scale 1" = 40'

Sheet 10 of 12

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



SECTION D-D

SECTION H-H

SECTION S-S

SECTION T-T

SECTION A-A

SECTION B-B

SECTION Q-Q

SECTION R-R (OVERLAND RELEASE)

Preliminary Grading and Utility Plan - FD-21

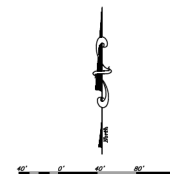
|       |                                                                    |
|-------|--------------------------------------------------------------------|
| LOT A | PUBLIC LANDSCAPE STRIP TO BE DEDICATED IN FEE TO CITY OF ROSEVILLE |
| LOT B | PUBLIC LANDSCAPE STRIP TO BE DEDICATED IN FEE TO CITY OF ROSEVILLE |
| LOT C | PUBLIC LANDSCAPE STRIP TO BE DEDICATED IN FEE TO CITY OF ROSEVILLE |
| LOT D | PRIVATE ROAD TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION        |
| LOT E | SHALL BE DEDICATED TO THE CITY OF ROSEVILLE IN FEE AS OPEN SPACE   |

CO-3  
15.7 82

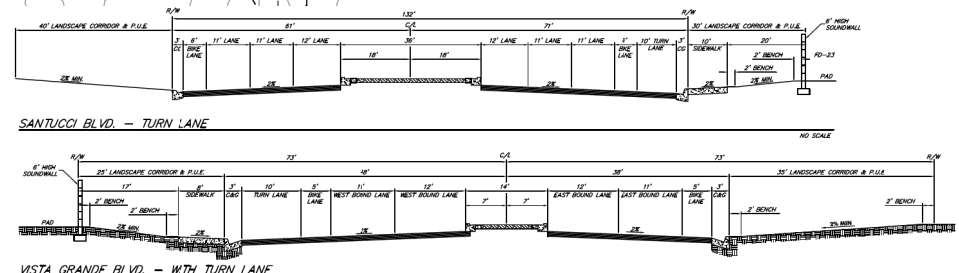
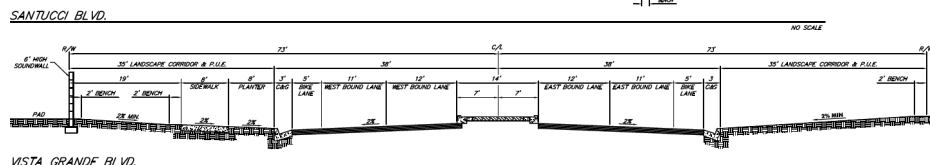
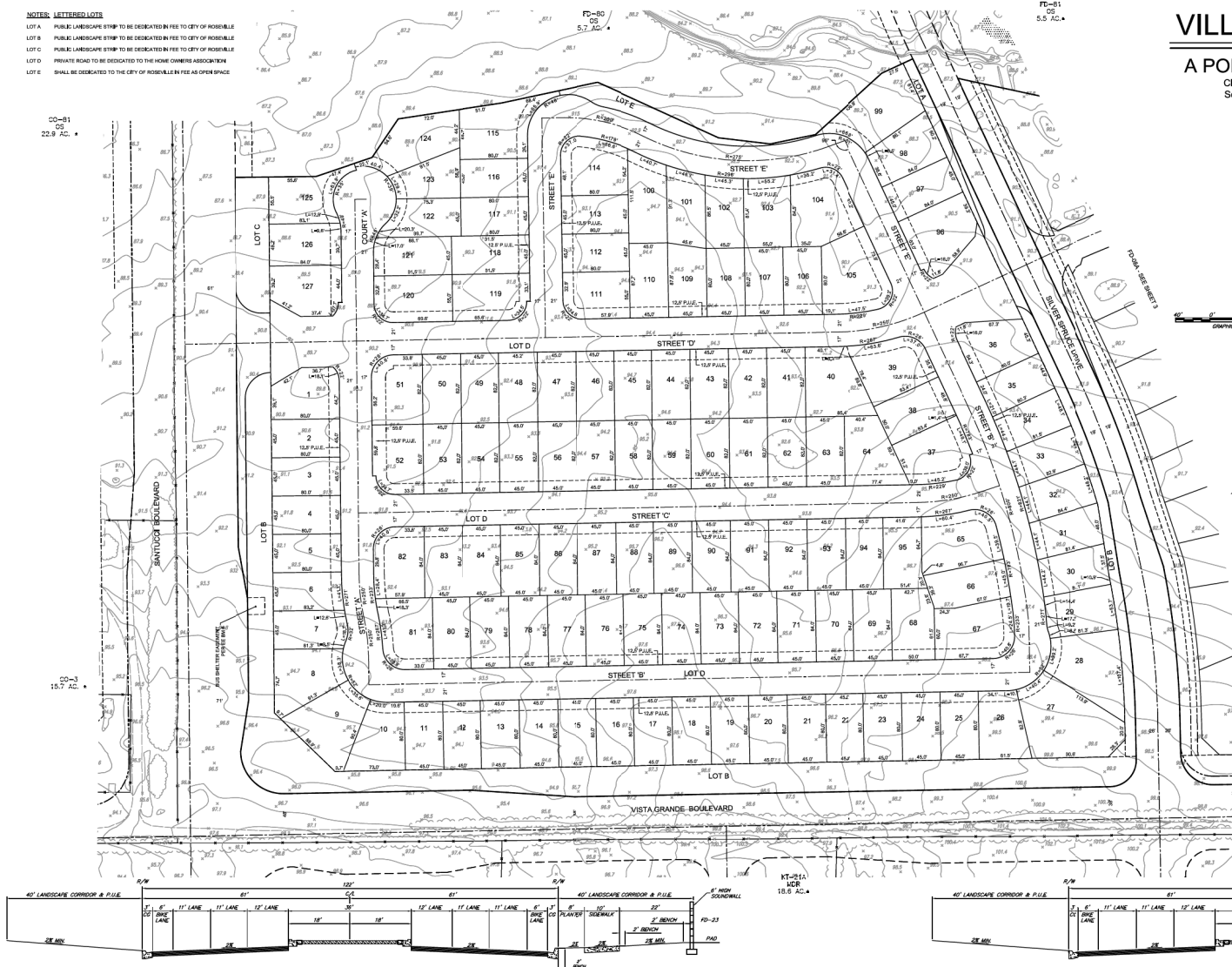
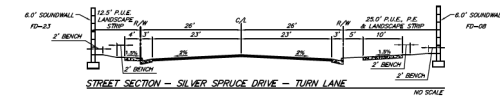
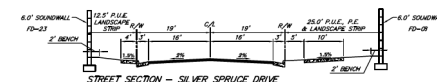
FD-31  
CS  
5.5 AC.

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



FD-302a  
LDR  
15-6-AC



Tentative Subdivision Map - FD-23

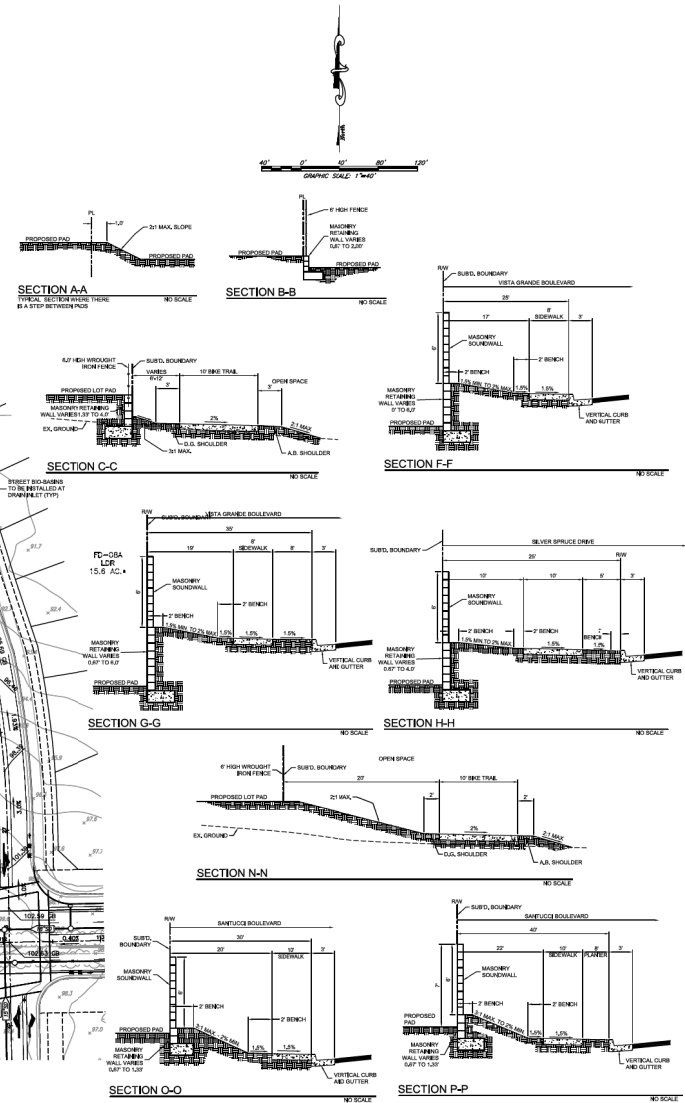
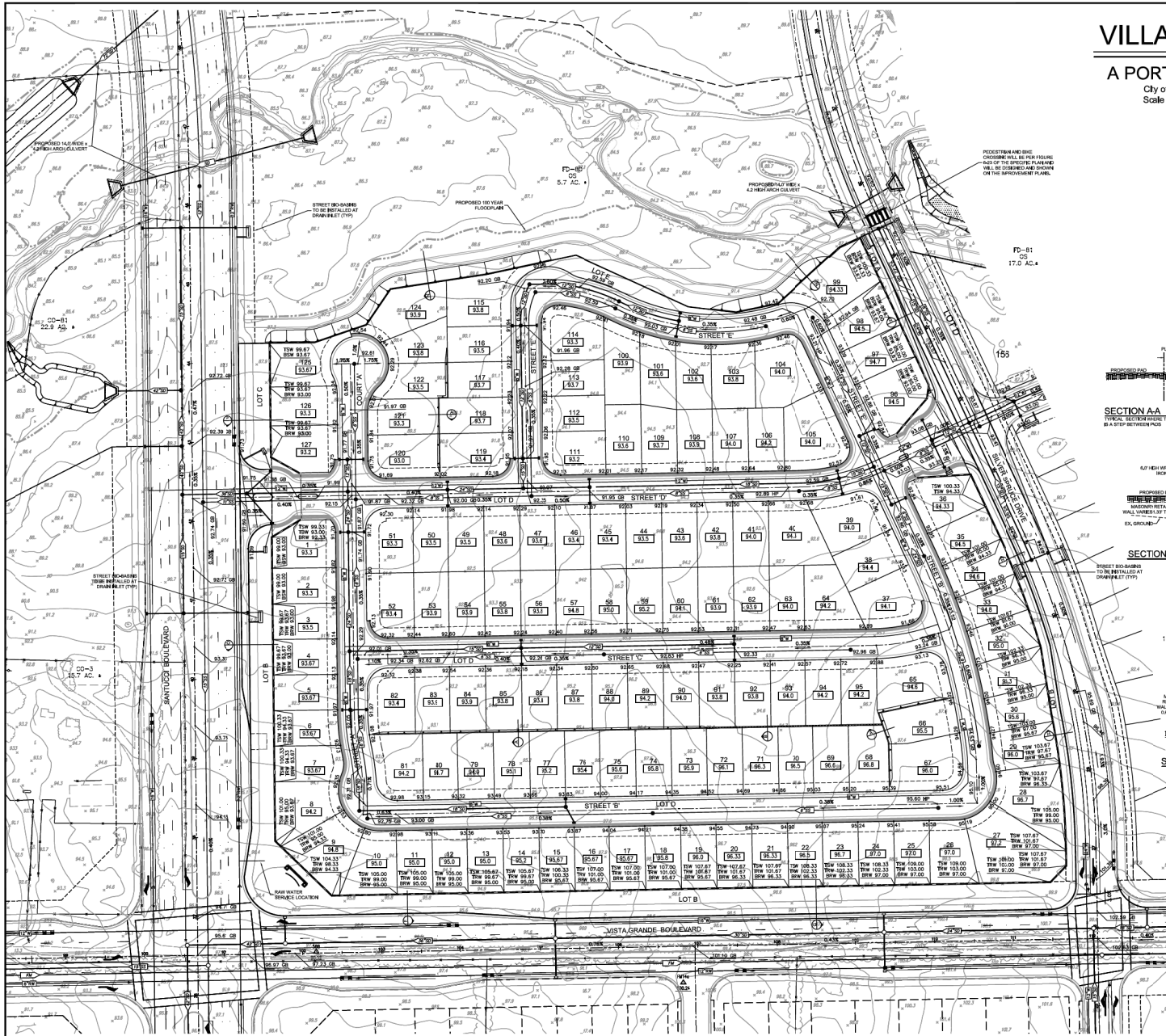
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Tentative Subdivision Map No. 3 of The Villages at Sierra Vista:  
**VILLAGES FD-08, FD-10, FD-21 AND FD-23**

A PORTION OF SECTIONS 35 AND 36, T. 11 N., R. 5 E., M.D.M.  
City of Roseville,  
Scale 1" = 40'  
State of California  
May 2020

Sheet 12 of 12

Project Address - 2520 Vista Grande Boulevard  
File No. - PL20-0119



Preliminary Grading and Utility Plan - FD-23

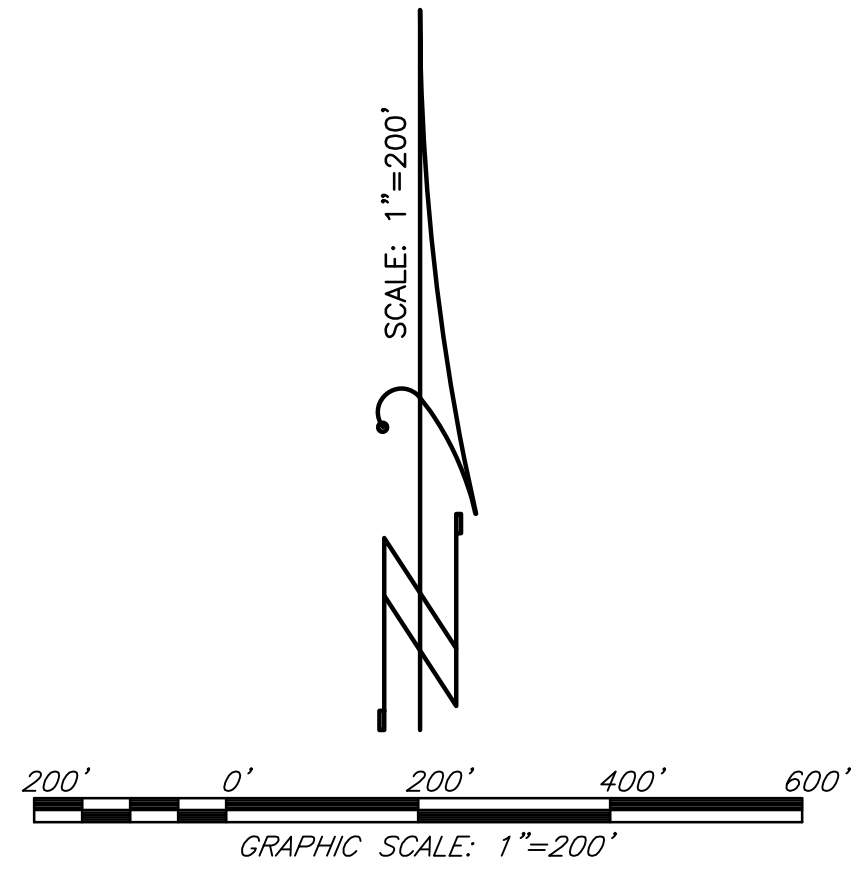
MT-21A  
18.6 AC.



LIST OF ABBREVIATIONS:

|              |                                         |
|--------------|-----------------------------------------|
| AC           | ASPHALTIC CONCRETE                      |
| AB           | AGGREGATE SUBBASE                       |
| ANG. PT.     | ANGLE POINT                             |
| ARV          | AIR RELEASE VALVE                       |
| BB           | BOTTOM OF BERM                          |
| BNDRY.       | BOUNDARY                                |
| BO           | BLOW OFF VALVE                          |
| BC           | BACK OF CURB                            |
| BOW          | BACK OF WALK                            |
| BRW          | BOTTOM OF RETAINING WALL                |
| BSW          | BOTTOM SOUND WALL                       |
| BV - BVV     | BUTTERFLY VALVE                         |
| BVC          | BEGIN VERTICAL CURVE                    |
| BWV          | BACKWATER VALVE                         |
| CAW          | CALIFORNIA AMERICAN WATER               |
| CH           | CHORD                                   |
| CL           | CLASS                                   |
| CLR.         | CLEAR                                   |
| CO           | CLEANOUT                                |
| COMB.        | COMBINATION                             |
| C/L          | CENTERLINE                              |
| CONC.        | CONCRETE                                |
| CONST.       | CONSTRUCT                               |
| COTG         | CLEANOUT TO GRADE                       |
| CR           | CURVE RETURN                            |
| CSP          | CORRUGATED STEEL PIPE                   |
| CT           | COURT                                   |
| CTS          | CORROSION TEST STATION                  |
| C&G          | CURB AND GUTTER                         |
| DEL          | DELTA                                   |
| DET          | DETAIL                                  |
| DIA.         | DIAMETER                                |
| DI           | DROP INLET                              |
| D.I.P.       | DUCTILE IRON PIPE                       |
| DR           | DRIVE                                   |
| D/W          | DRIVEWAY                                |
| (E) - EX.    | EXISTING                                |
| ELEV.        | ELEVATION                               |
| EP           | EDGE OF PAVEMENT                        |
| ESMT         | EASEMENT                                |
| EVC          | END VERTICAL CURVE                      |
| EXIST        | EXISTING                                |
| FC           | FACE OF CURB                            |
| FF           | FINISHED FLOOR ELEVATION                |
| FG           | FINISH GRADE                            |
| FH           | FIRE HYDRANT                            |
| F/L - FL     | FLOWLINE                                |
| FO           | FIBER OPTIC                             |
| FS           | FIRE SERVICE                            |
| GALV.        | GALVANIZED                              |
| GB           | GRADE BREAK                             |
| G.I.P.       | GALVANIZED IRON PIPE                    |
| GR           | GRATE                                   |
| GSL          | GRAVITY SEWER LIMITS                    |
| GM           | GAS MAIN                                |
| GV           | GATE VALVE                              |
| HGL          | HYDRAULIC GRADE LINE                    |
| HGLS         | HYDRAULIC GRADE LINE SLOPE              |
| HP           | HIGH POINT                              |
| INV.         | INVERT                                  |
| I.P.         | IRON PIPE                               |
| IRRI         | IRRIGATION                              |
| INTX         | INTERSECTION                            |
| JT           | JOINT TRENCH                            |
| JP           | JOINT POLE                              |
| L            | LENGTH                                  |
| LF           | LINEAR FEET                             |
| LN           | LANE                                    |
| LP           | LOW POINT                               |
| LT           | LEFT                                    |
| MAX.         | MAXIMUM                                 |
| MH           | MANHOLE                                 |
| MIN.         | MINIMUM                                 |
| M            | MAIL BOX                                |
| N.A.P.O.T.C. | NOT A PART OF THIS CONTRACT             |
| NG           | NATURAL GROUND                          |
| O.C.         | ON CENTER                               |
| O.D.         | OUTSIDE DIAMETER                        |
| PAC. BELL    | PACIFIC TELEPHONE                       |
| PG           | PAD GRADE                               |
| P.G.&E       | PACIFIC GAS AND ELECTRIC                |
| PVI          | POINT OF VERTICAL INTERSECTION          |
| P/L          | PROPERTY LINE                           |
| PRC          | POINT OF REVERSE CURVE                  |
| PR-PROP      | PROPOSED                                |
| P.S.I.       | POUNDS PER SQUARE INCH                  |
| PT           | POINT                                   |
| PVC          | POLYVINYL CHLORIDE PIPE                 |
| R            | RADIUS                                  |
| RCP          | REINFORCED CONCRETE PIPE                |
| RD           | ROAD OR ROOF DRAIN                      |
| RL           | RESTRAINED LENGTH                       |
| RT           | RIGHT                                   |
| R/W          | RIGHT OF WAY                            |
| RW           | RAW WATER                               |
| S            | SLOPE                                   |
| SD - (D)     | STORM DRAIN                             |
| SHGL         | SLOPE HYDRAULIC GRADE LINE              |
| SMUD         | SACRAMENTO MUNICIPAL UTILITY DISTRICT   |
| S.O.         | SIDE OPENING                            |
| SPMUD        | SOUTH PLACER MUNICIPAL UTILITY DISTRICT |
| SS - (S)     | SANITARY SEWER                          |
| ST           | STREET                                  |
| STA          | STATION                                 |
| SUBD.        | SUBDIVISION                             |
| TBC          | TOP BACK OF CURB                        |
| TC           | TOP CURB                                |
| TRW          | TOP OF RETAINING WALL                   |
| TSW          | TOP SOUND WALL                          |
| TWM          | TOP OF WATER MAIN                       |
| TW           | TOP OF WALK                             |
| T            | TRANSFORMER                             |
| TP           | TOP OF PAVEMENT                         |
| TPR          | TYPICAL                                 |
| VC           | VERTICAL CURVE                          |
| W            | WATER                                   |
| W/           | WITH                                    |
| WM           | WATER MAIN                              |
| WS           | WATER SERVICE                           |
| WV           | WATER VALVE                             |
| YD           | YARD DRAIN                              |

**POTHOLE NOTE:**  
PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES THE CONTRACTOR SHALL POTHOLE THE EXISTING DRY UTILITIES FOR VERIFICATION OF LOCATION AND DEPTH. POTHOLE INFORMATION SHALL BE PROVIDED TO ENGINEER FOR DETERMINATION OF ADEQUATE SEPARATION AND CLEARANCE



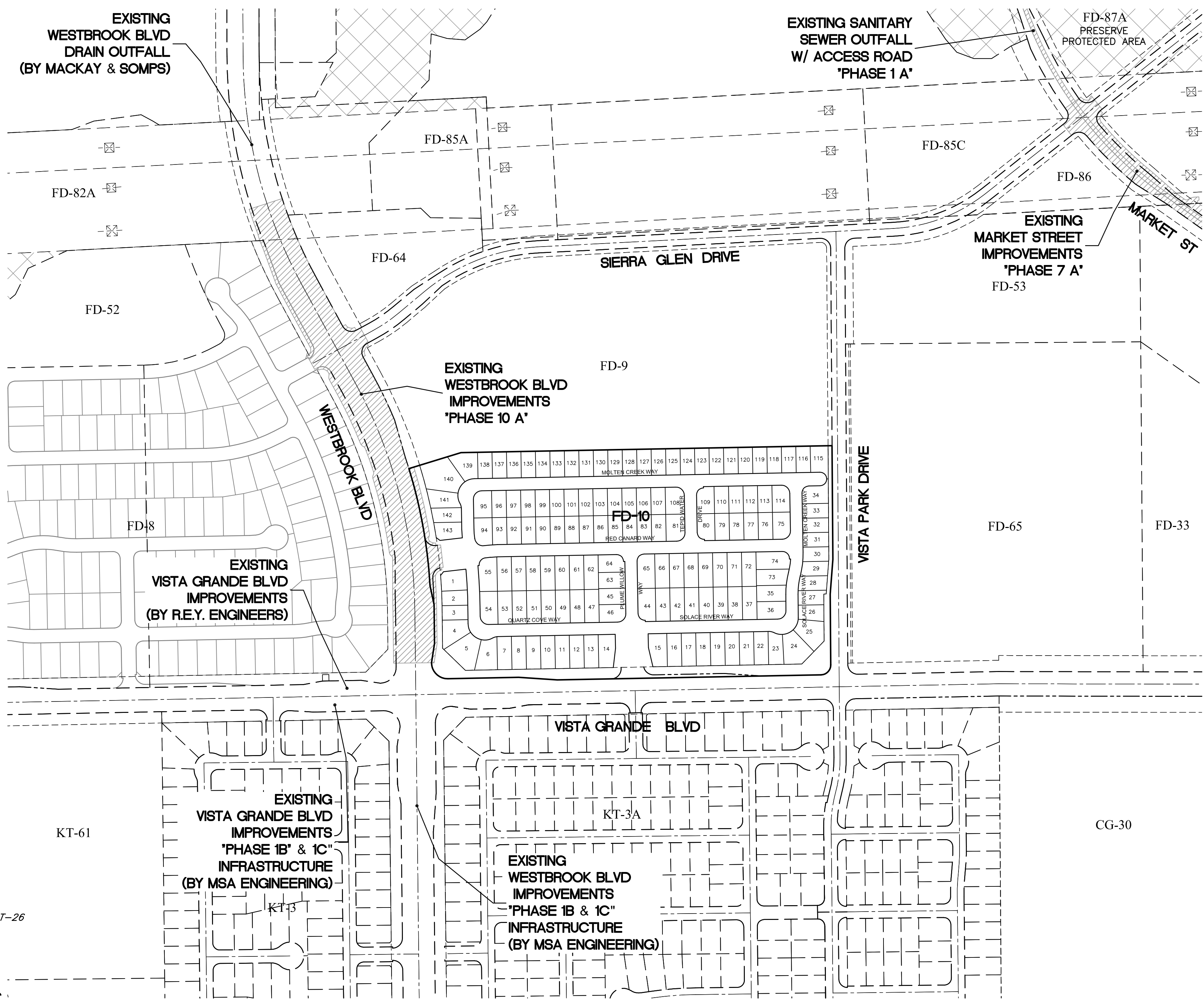
LEGEND:

|  |                                   |
|--|-----------------------------------|
|  | PROP. SANITARY SEWER MAIN         |
|  | EXIST. SANITARY SEWER MAIN        |
|  | PROP. FLUSHER BRANCH              |
|  | EXIST. FLUSHER BRANCH             |
|  | PROP. SEWER SERVICE               |
|  | EXIST. SEWER SERVICE              |
|  | PROP. MANHOLE                     |
|  | EXIST. MANHOLE                    |
|  | PROP. STORM DRAIN                 |
|  | EXIST. STORM DRAIN                |
|  | PROP. DROP INLET                  |
|  | EXIST. DROP INLET                 |
|  | PROP. WATER MAIN                  |
|  | EXIST. WATER MAIN                 |
|  | PROP. WATER SERVICE               |
|  | EXIST. WATER SERVICE              |
|  | PROP. WATER VALVE                 |
|  | EXIST. WATER VALVE                |
|  | PROP. BLOW-OFF VALVE              |
|  | EXIST. BLOW-OFF VALVE             |
|  | PROP. FIRE HYDRANT ASSEMBLY       |
|  | EXIST. FIRE HYDRANT ASSEMBLY      |
|  | PROP. STREET LIGHT                |
|  | EXIST. STREET LIGHT               |
|  | PROP. STREET BARRICADE            |
|  | EXIST. STREET BARRICADE           |
|  | PROP. HANDICAP RAMP PER CST ST-26 |
|  | PROP. STREET SIGN                 |
|  | MONUMENT WELL PER CST ST-36       |

**PROJECT CONSTRUCTION HOURS**  
IN ACCORDANCE WITH THE CITY'S NOISE ORDINANCE, THE HOURS OF PROJECT CONSTRUCTION SHALL BE LIMITED TO THE FOLLOWING:  
7:00 AM TO 7:00 PM (MONDAY THROUGH FRIDAY)  
8:00 AM TO 8:00 PM (SATURDAY, SUNDAY & HOLIDAYS)

**ELEVATION DATUM NOTE:**  
ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NGVD 1929 DATUM.

MASS GRADING PLANS FOR  
SIERRA VISTA VILLAGE FD-10  
CITY OF ROSEVILLE, CALIFORNIA  
BAKER-WILLIAMS ENGINEERING GROUP  
SWRCB WDD # 5S31C382310



| EARTHWORK QUANTITIES |                |                           |
|----------------------|----------------|---------------------------|
| 59,562<br>CUT        | 43,273<br>FILL | 16,289<br>EXPORT TO FD-52 |



VICINITY MAP

SHEET INDEX:

- COVER SHEET
- GENERAL NOTES
- STREET SECTIONS & DETAILS
- STREET SECTIONS & DETAILS
- GRADING SECTIONS & DETAILS
- GRADING PLAN
- GRADING PLAN
- GRADING PLAN - FD-52 STOCKPILE AREA
- EROSION & SEDIMENT CONTROL DETAILS & HAUL ROUTE PLAN
- EROSION & SEDIMENT CONTROL & HYDROSEED NOTES
- MMRP NOTES

| UTILITY REPRESENTATIVES                       |                 |                |
|-----------------------------------------------|-----------------|----------------|
| UTILITY                                       | REPRESENTATIVE  | PHONE NO.      |
| CABLE T.V. COMCAST                            | MARK DUBY       | (916) 648-8310 |
| U.S.A.                                        |                 | (800) 642-2444 |
| GAS P.G. & E.                                 | SUSAN SMITH     | (530) 889-3261 |
| ELECTRICITY ROSEVILLE ELECTRIC DEPT.          | JOSEPH MCKINNEY | (916) 774-5691 |
| TELEPHONE SUREWEST                            | LOU MULLIKIN    | (916) 786-1202 |
| WATER ROSEVILLE ENVIRONMENTAL UTILITIES DEPT. | SEAN BIGLEY     | (916) 774-5750 |
| SEWER ROSEVILLE ENVIRONMENTAL UTILITIES DEPT. | KEN GLOTZBACH   | (916) 774-5750 |
| DRAINAGE DEVELOPMENT SERVICE ENGINEERING      | ENGINEERING     | (916) 774-5339 |
| FIRE ROSEVILLE FIRE DEPT.                     | JASON RIZZI     | (916) 774-5802 |

| GEOTECHNICAL REVIEW                                              |            |
|------------------------------------------------------------------|------------|
| YOUNGDAHL CONSULTING GROUP, PROJECT NO. 13171-00, SEPTEMBER 2013 |            |
| APPROVED BY: BRANDON SHIMIZU, GE 02712                           | DATE       |
| CITY OF ROSEVILLE<br>DEPT. OF DEVELOPMENT SERVICES               |            |
| APPROVED BY: CITY ENGINEER                                       | DATE       |
| ROSEVILLE PLANNING PROJECT NO.                                   | PL 20-0119 |
| DATE IMPROVEMENT COMPLETED:                                      |            |

|     |             |             |               |      |
|-----|-------------|-------------|---------------|------|
| NO. | DESCRIPTION | ENGR. INIT. | CITY APPROVAL | DATE |
|     |             |             |               |      |

benchmark CTY BM-71 elev.122.34(NGVD29)  
3-1/2" BRASS DISC elev.124.48(NAVD88)  
STAMPED "2018 PLS 8278" AT BACK OF CURB AND WEST OF D.I., NORTH SIDE OF PLEASANT GROVE BLVD. @ 900' EAST OF FIDDYMENT ROAD.

LOT DATE: 01-22-21

SCALE  
horiz: 1"=200'  
vert: N/A  
1/2021  
date

drafted by: R.E.  
designed by: L.B.M.  
checked by: S.F.L.  
609  
field book

**BW** BAKER-WILLIAMS ENGINEERING GROUP  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608  
(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

**COVER SHEET**  
SIERRA VISTA VILLAGE FD-10 - MASS GRADE  
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

SHEET 1 OF 11  
20-06-24  
JOB NUMBER

S:\BVEG\Jobs\2020\06-06-024 Sierra Vista FD-10, Phase 1\Improvement Plans\Mass Grading\Plan\2006024-MG-CVR-SHT.dwg, Layout1, 1/25/2021 4:36:40 PM, RJE

SIERRA VISTA VILLAGE FD-10 - MASS GRADING PLANS - 2006024-MG-CVR-SHT



CITY OF ROSEVILLE  
PUBLIC IMPROVEMENTS REQUIREMENTS  
GENERAL

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE LATEST EDITION AND AMENDMENTS OF THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS SHOWN ON THESE PLANS.
7. A.C. SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE APPROVED BY THE CITY OF ROSEVILLE PUBLIC WORKS TRAFFIC ENGINEERING DIVISION BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY ENGINEERING DIVISION 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
10. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
11. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK A.C.
12. PRIOR TO THE NOTICE OF COMPLETION ON ALL SINGLE-FAMILY RESIDENTIAL SUBDIVISIONS, THE DEVELOPER SHALL SUBMIT A LETTER FROM THE POST OFFICE STATING THAT ITS REQUIREMENTS FOR MAILBOX CLUSTER PADS HAVE BEEN SATISFIED.
13. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
14. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION MEETING ONE WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE ENGINEERING DIVISION, PLANNING DEPARTMENT, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
15. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
16. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
17. THE DEVELOPERS CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
18. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE POURED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
19. WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1-1/2" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1-1/2" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.
20. ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
21. FOR RESIDENTIAL SUBDIVISIONS, UNLESS OTHERWISE APPROVED BY ENGINEERING, THE FINAL GRADING OF THE PROJECT SITE SHALL BE CONSTRUCTED TO ACCOMMODATE A MAXIMUM DRIVEWAY SLOPE OF 14% FOR EACH RESIDENTIAL LOT, AS MEASURED FROM THE BACK OF THE SIDEWALK TO THE GARAGE (20-FT SETBACK). IT WILL REMAIN THE RESPONSIBILITY OF THE BUILDERS/DEVELOPER TO DESIGN A HOUSE THAT PROVIDES SUITABLE ACCESS TO THE PARCEL.
22. THE CONTRACTOR SHALL PLACE FILTER FABRIC BETWEEN THE INITIAL BEDDING AND BACKFILL AND THE TRENCH BACKFILL FOR SANITARY SEWERS DEPTH GREATER THAN 15 FEET MEASURED TO THE PIPE INVERT.

GRADING:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY YOUNGDAHL CONSULTING GROUP FILE NO. 13171 (UPDATED 1/2020) (ENGINEERING DIV. FILE NO. 308-920)
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE SWPPP PLAN.
3. LOTS SHALL BE GRADED WITH A CONSTANT SLOPE ALONG THE FRONTAGE OF THE RIGHT-OF-WAY, FROM BUILDING SETBACK LINE TO BACK OF SIDEWALK. ALL TEMPORARY AND PERMANENT SLOPES STEEPER THAN 4:1 ALONG THIS FRONTAGE SHALL HAVE EROSION NETTING INSTALLED.
4. ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.
5. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
6. TARPULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
7. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
8. ADJACENT STREET FRONTAGES SHALL BE SWEEP AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN SWPPP.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO SWPPP FOR SPECIFIC REQUIREMENTS.
10. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
11. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
12. GRADES SHOWN OUTSIDE OF THE PUBLIC RIGHT OF WAY WITHIN THE APPROVED GRADING PLAN ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION BY THE BUILDING DIVISION FOR COMPLIANCE WITH THE UNIFORM BUILDING CODE AND STATE OF CALIFORNIA TITLE 24 HANDICAP ACCESSIBILITY REQUIREMENTS.
13. THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: [WWW.PLACER.CA.GOV/APCD](http://WWW.PLACER.CA.GOV/APCD)
14. CONTAMINATED SOIL - DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

AIR QUALITY:

- THE FOLLOWING NOTES ARE PROVIDED AS REFERENCE TO APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT ADOPTED RULES AND REGULATIONS. COMPLIANCE WITH ALL APPLICABLE APCD RULES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIR QUALITY RULES ARE ENFORCED SOLELY BY THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT.
1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013: [HTTP://WWW.LEGINFO.CA.GOV/CGI-BINDISPLAYCODE?SECTION~HSC&GROUP=39001-40000&FILE=39010-39060](http://WWW.LEGINFO.CA.GOV/CGI-BINDISPLAYCODE?SECTION~HSC&GROUP=39001-40000&FILE=39010-39060)

PRESERVE AREA:

THE PRE-CONSTRUCTION MEETING SHALL ADDRESS THE PRESENCE OF THE PRESERVE, THE SENSITIVE HABITATS PRESENT AND MINIMIZATION OF DISTURBANCE TO THE PRESERVE. DURING GRADING AND CONSTRUCTION, THE PRESERVE AREA SHALL BE AVOIDED AND SHALL NOT BE USED FOR PARKING, STORAGE, OR PROJECT STAGING. THE CONTRACTOR SHALL REMOVE ALL TRASH BLOWN INTO THE PRESERVE FROM ADJACENT CONSTRUCTION ON A DAILY BASIS. AFTER CONSTRUCTION IS COMPLETE, THE TEMPORARY FENCING SHALL BE REMOVED FROM THE PRESERVE, ALONG WITH ALL TEMPORARY EROSION CONTROL MEASURES (E.G., STRAW BALES, STRAW WADDLES AND STAKES, SILT FENCING).

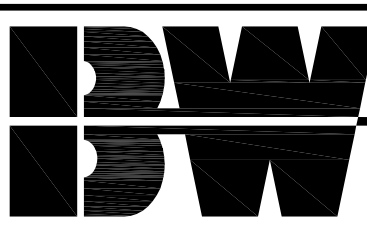
| NO. | DESCRIPTION | ENGR INIT | CITY APPROVAL<br>APPROVED BY DATE | benchmark CTY BM-71 elev.122.34(NGVD29)<br>elev.124.48(NAVD88) |
|-----|-------------|-----------|-----------------------------------|----------------------------------------------------------------|
|     |             |           |                                   |                                                                |
|     |             |           |                                   | (SEE SHEET NO.1)                                               |
|     |             |           |                                   |                                                                |
|     |             |           |                                   |                                                                |

REGISTERED PROFESSIONAL  
SURVEYOR  
No. C 44852  
EXPIRES  
5/31/2022

LISA BARBER MATTOS RCE# 44852

PLOT DATE:  
01-22-21

| SCALE      | drafted by: R.E.    |
|------------|---------------------|
| horiz: N/A | designed by: L.B.M. |
| vert: N/A  | checked by: S.F.L   |
| 1/2021     | 609                 |
| date       | field book          |

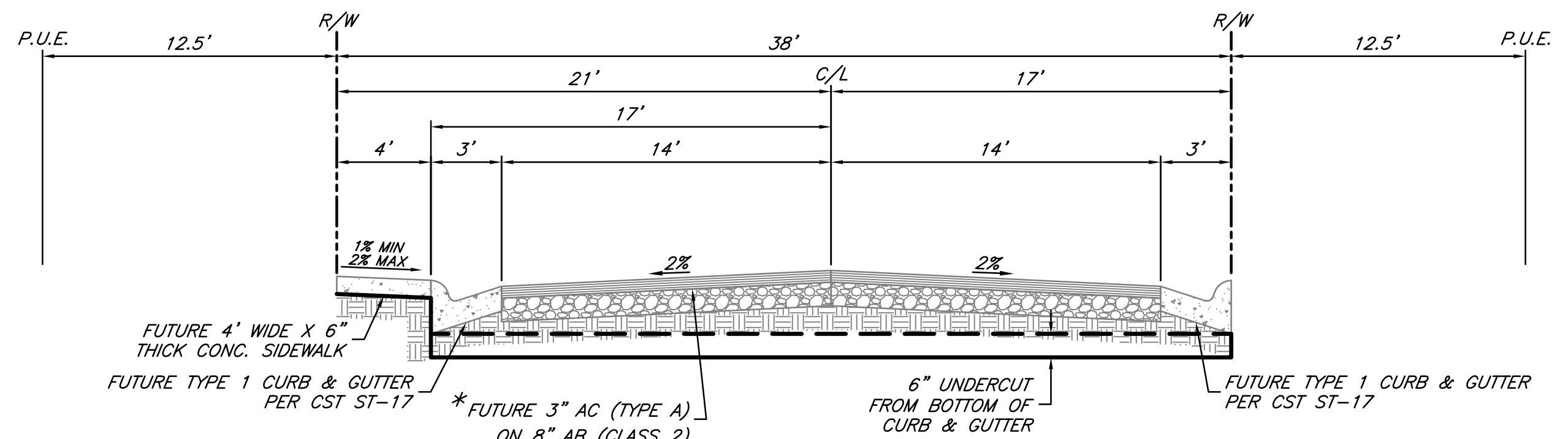


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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bowengineering.com

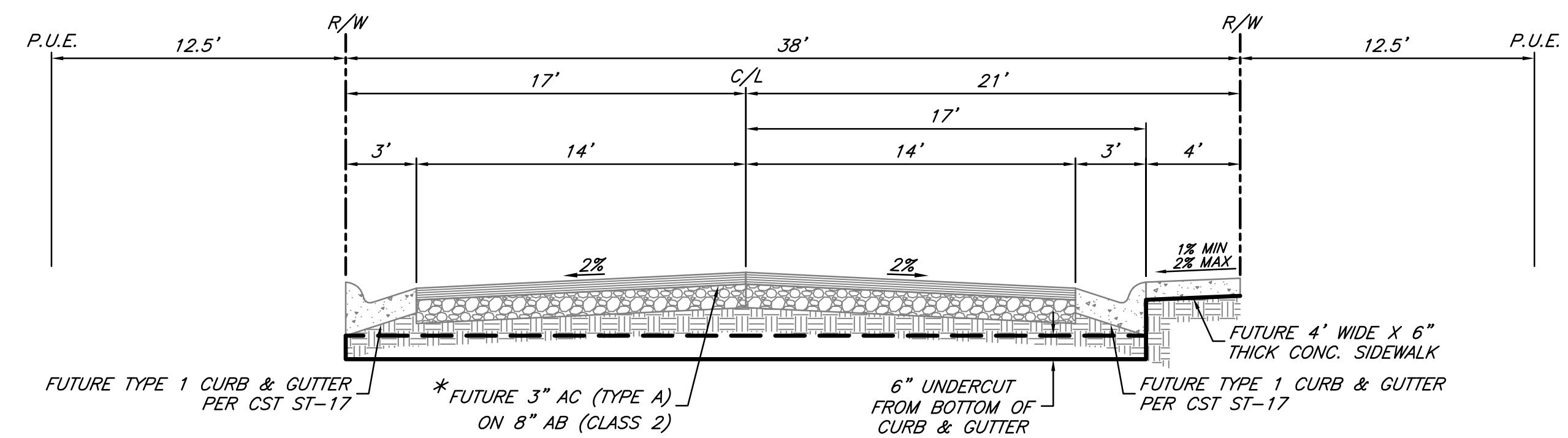
*GENERAL NOTES*  
**SIERRA VISTA VILLAGE FD-10 - MASS GRADE**  
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

|                            |
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| SHEET<br>2 OF 11<br>SHEETS |
| 20-06-24<br>JOB NUMBER     |

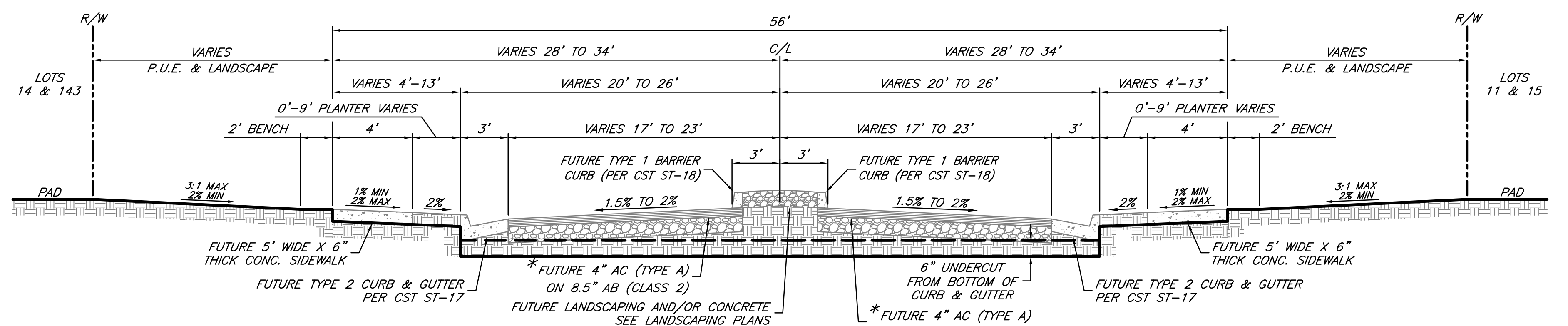




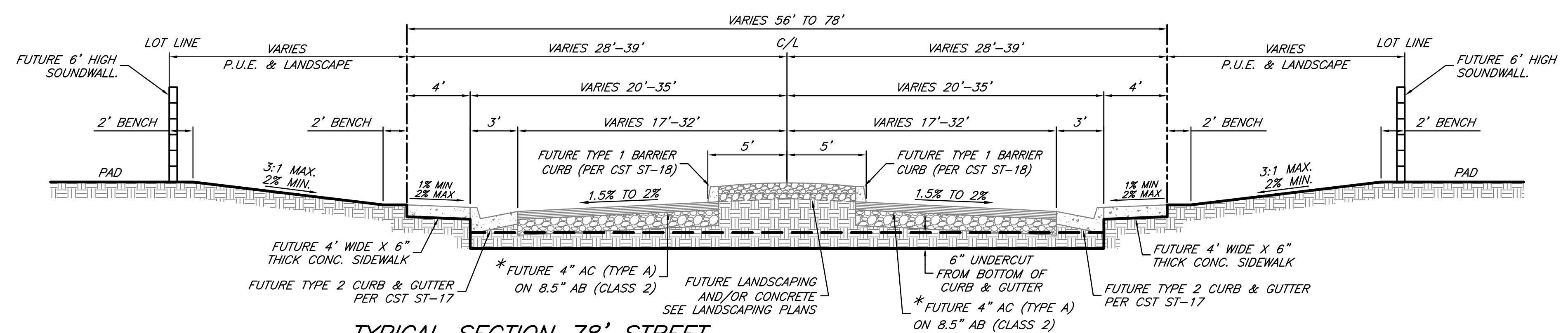
**TYPICAL SECTION 38' STREET**  
T.I.=6 R VALUE=35  
MOLTEN CREEK WAY - STA.1+00 TO STA.14+04.81  
NO SCALE



**TYPICAL SECTION 38' STREET**  
T.I.=6 R VALUE=35  
RED CANARD WAY - STA.2+55.00 TO STA.12+97.78  
QUARTZ COVE WAY - STA.1+00.00 TO STA.17+78.11  
TEPID WATER DRIVE - STA.1+00.00 TO STA.3+02.00  
PLUME WILLOW WAY - STA.2+97.00 TO STA.5+02.00  
NO SCALE



**TYPICAL SECTION 56' STREET**  
T.I.=7 R VALUE=35  
RED CANARD WAY - STA.2+42.18 TO STA.2+55.00  
PLUME WILLOW WAY - STA.2+34.00 TO STA.2+97.00  
NO SCALE



**TYPICAL SECTION 78' STREET**  
T.I.=7 R VALUE=35  
RED CANARD WAY - STA.1+94.63 TO STA.2+42.18  
PLUME WILLOW WAY - STA.1+72.00 TO STA.2+34.00  
NO SCALE

**\*NOTE:**  
GEOTECHNICAL ENGINEER SHALL VERIFY R-VALUE AT SUBGRADE  
AND RE-DESIGN STRUCTURAL SECTION AS REQUIRED.

| NO. | DESCRIPTION                                                    | ENGR<br>INIT | CITY APPROVAL<br>APPROVED BY DATE |
|-----|----------------------------------------------------------------|--------------|-----------------------------------|
|     | benchmark CTY BM-71 elev.122.34(NGVD29)<br>elev.124.48(NAVD88) |              |                                   |
|     | (SEE SHEET NO.1)                                               |              |                                   |

LISA BARBER MATTOS  
REGISTERED PROFESSIONAL ENGINEER  
No. C 44852  
EXPIRES 3/31/2022

LISA BARBER MATTOS RCE# 44852

|                        |                                                    |                                                                                     |
|------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------|
| PLOT DATE:<br>01-22-21 | SCALE<br>horiz: N/A<br>vert: N/A<br>1/2021<br>date | designed by: R.E.<br>designed by: L.B.M.<br>checked by: S.F.L.<br>609<br>field book |
|------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------|

**BW**

BAKER-WILLIAMS ENGINEERING GROUP

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(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com

STREET SECTIONS & DETAILS

SIERRA VISTA VILLAGE FD-10 - MASS GRADE

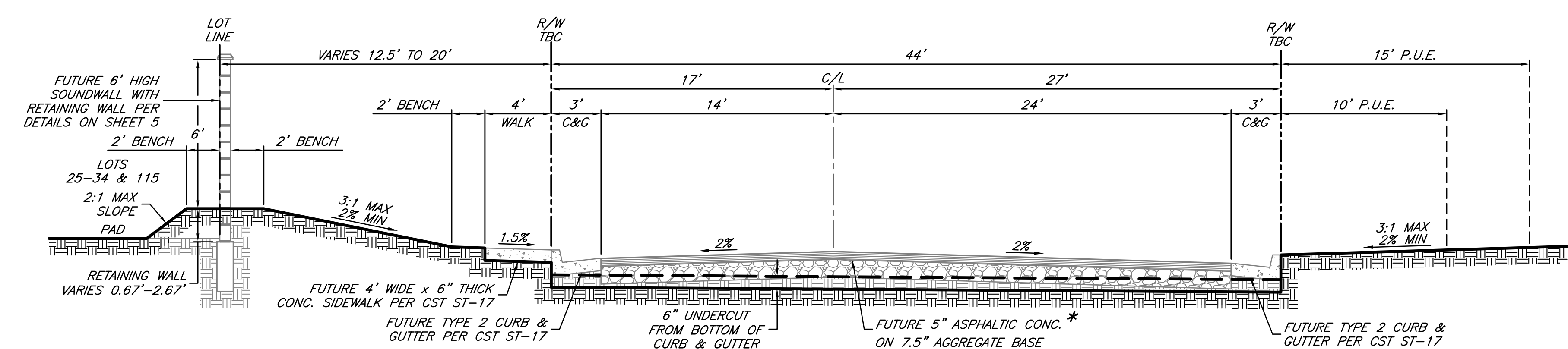
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

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| SHEET<br>3 OF 11<br>SHEETS |
| 20-06-24<br>JOB NUMBER     |

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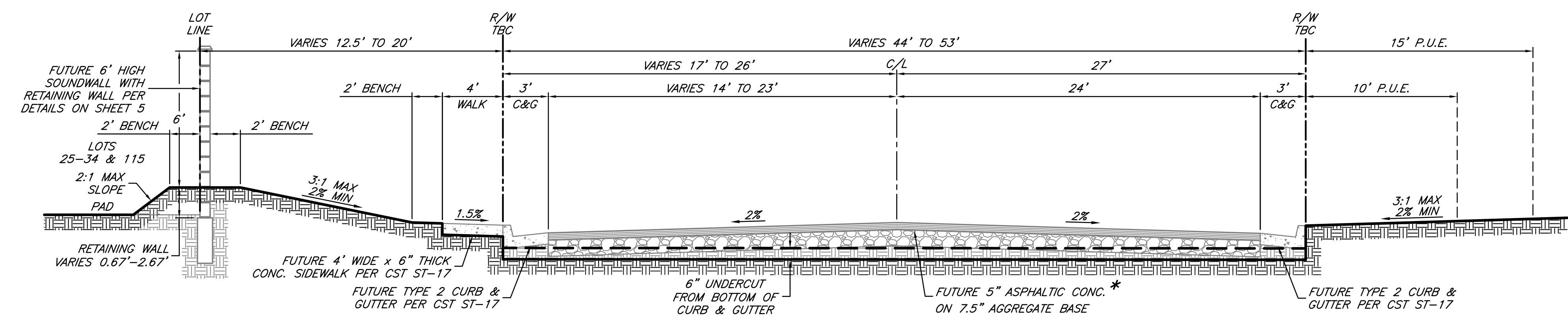
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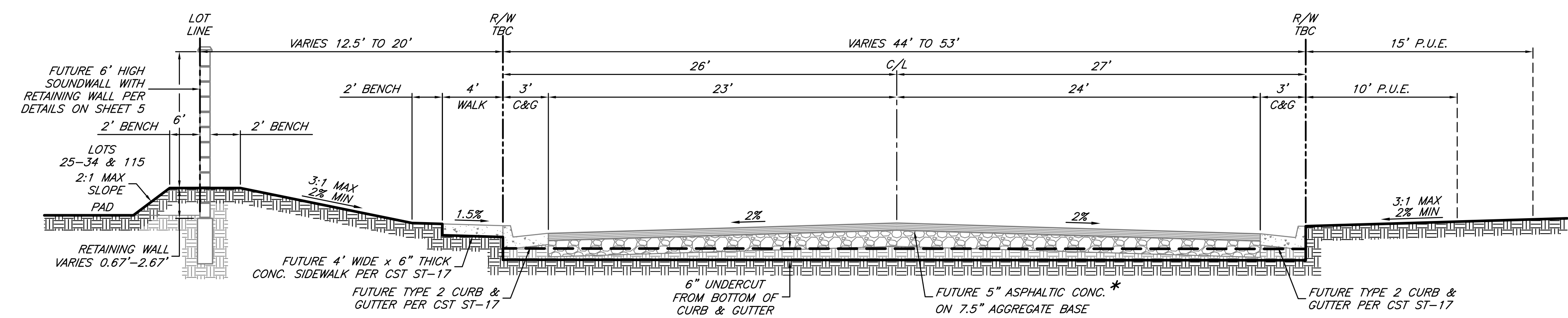
VISTA PARK DRIVE — STA.31+20.34 TO STA.34+73.85

T.I.=11.0 R VALUE=10 NO SCALE



VISTA PARK DRIVE — STA.30+12.34 TO STA.31+20.34

T.I.=11.0 R VALUE=10 NO SCALE



VISTA PARK DRIVE — STA.27+24.00 TO STA.30+12.34

T.I.=11.0 R VALUE=10 NO SCALE

**\*NOTE:**  
GEOTECHNICAL ENGINEER SHALL VERIFY R-VALUE AT SUBGRADE  
AND RE-DESIGN STRUCTURAL SECTION AS REQUIRED.

| NO. | DESCRIPTION                                                    | ENGR<br>INIT | CITY APPROVAL<br>APPROVED BY DATE |
|-----|----------------------------------------------------------------|--------------|-----------------------------------|
|     | benchmark CTY BM-71 elev.122.34(NGVD29)<br>elev.124.48(NAVD88) |              |                                   |
|     | (SEE SHEET NO.1)                                               |              |                                   |

LISA BARBER MATTOS RCE# 44852

|                        |                                                    |
|------------------------|----------------------------------------------------|
| PLOT DATE:<br>01-22-21 | SCALE<br>horiz: N/A<br>vert: N/A<br>1/2021<br>date |
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| designed by: R.E.<br>designed by: L.B.M.<br>checked by: S.F.L.<br>609<br>field book |
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**STREET SECTIONS**  
**SIERRA VISTA VILLAGE FD-10 — MASS GRADE**  
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

|                                                      |
|------------------------------------------------------|
| SHEET<br>4 OF 11<br>SHEETS<br>20-06-24<br>JOB NUMBER |
|------------------------------------------------------|

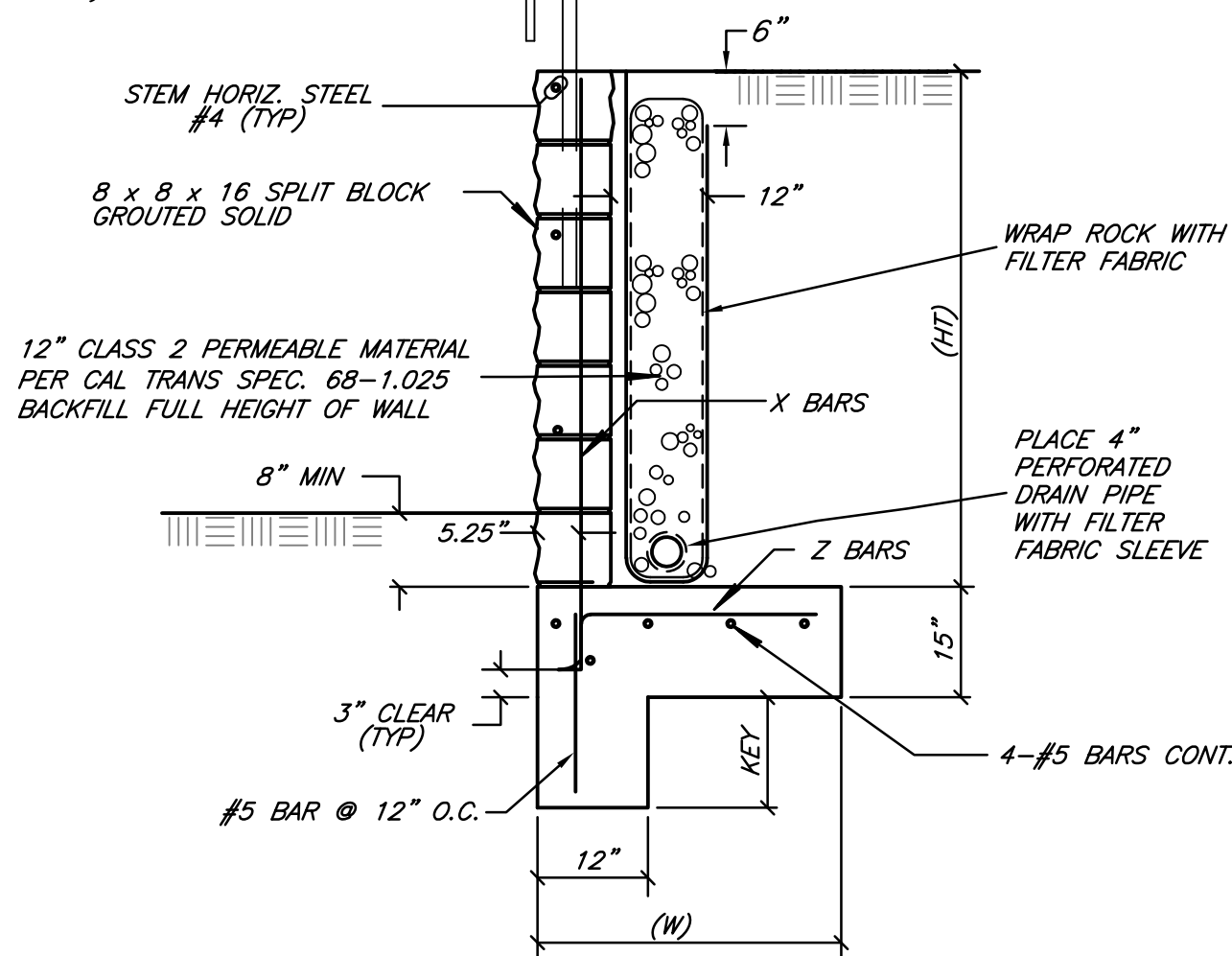
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2006024-MG-GEN-DET-STR-SEC2

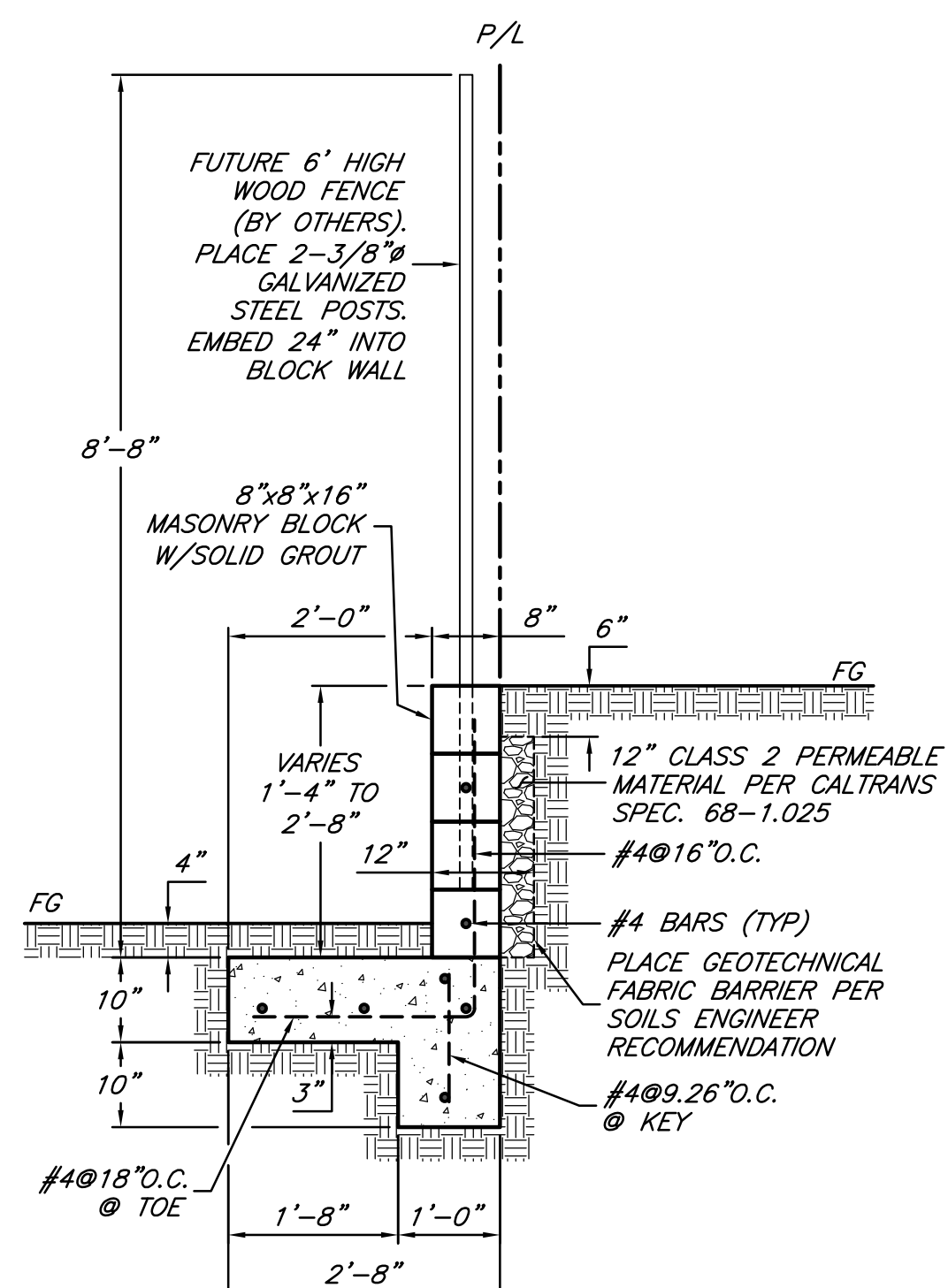


| (HT) | (W)   | X BARS | Z BARS | KEY |
|------|-------|--------|--------|-----|
| 40"  | 3'-3" | #5@24" | #5@16" | 12" |
| 48"  | 3'-9" | #5@24" | #5@16" | 15" |
| 56"  | 4'-4" | #5@8"  | #5@8"  | 15" |

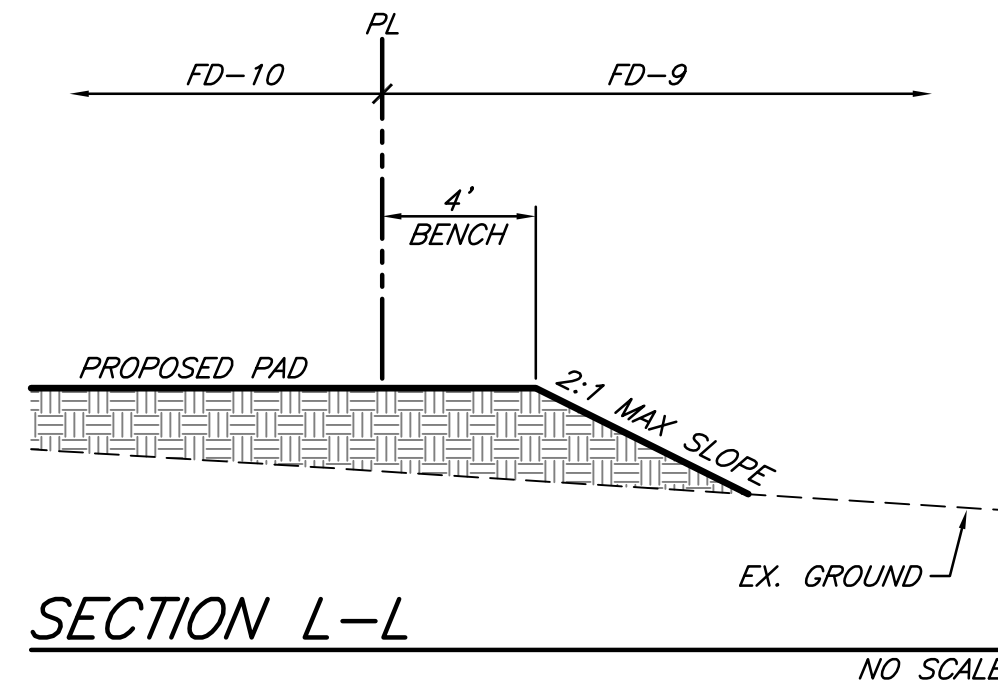
$f'c=3000$  PSI  
 $f'm=1500$  PSI  
 $f'y=40,000$  PSI



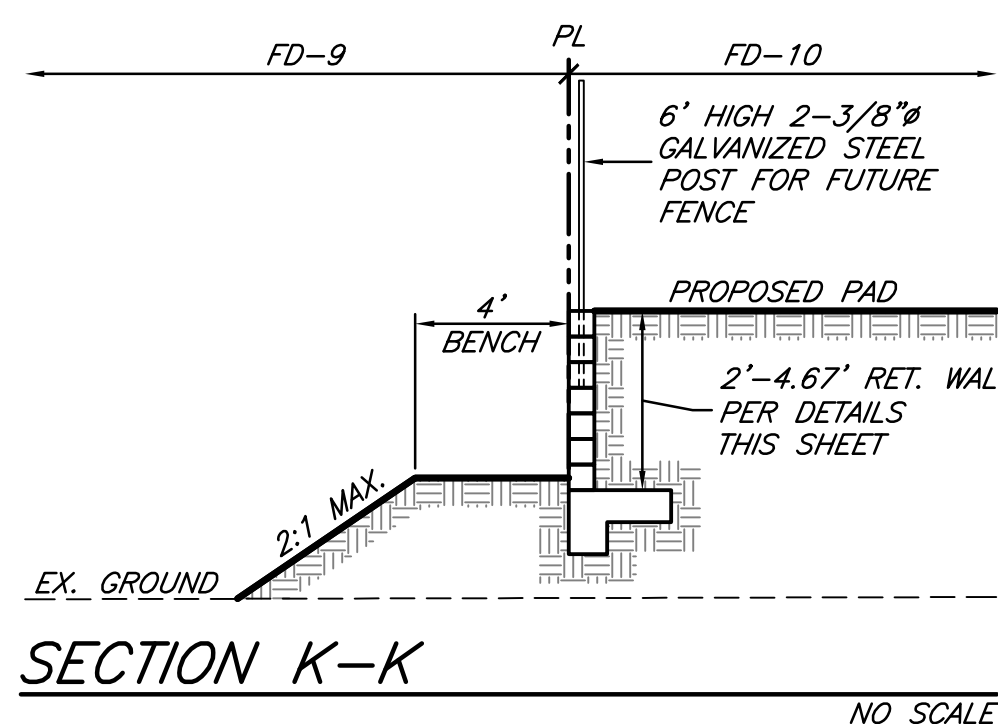
56" RETAINING WALL (MAX)



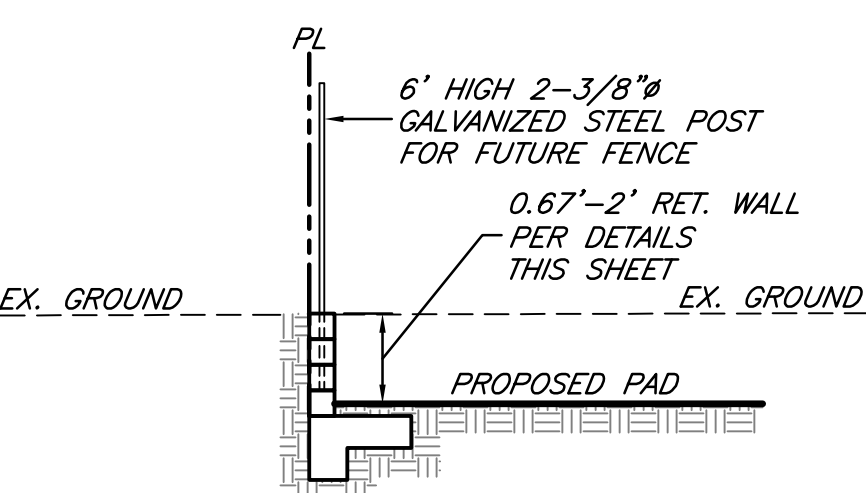
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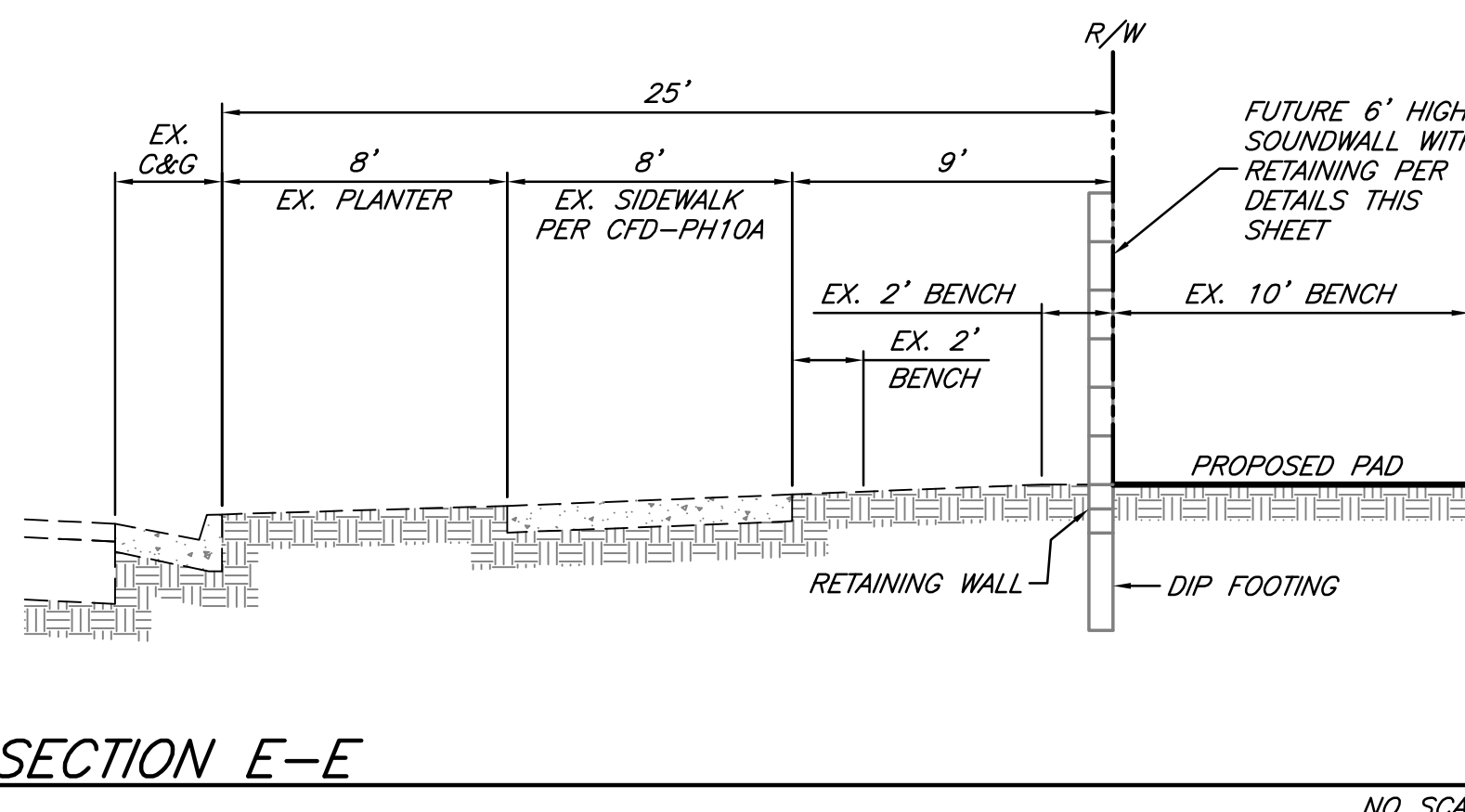
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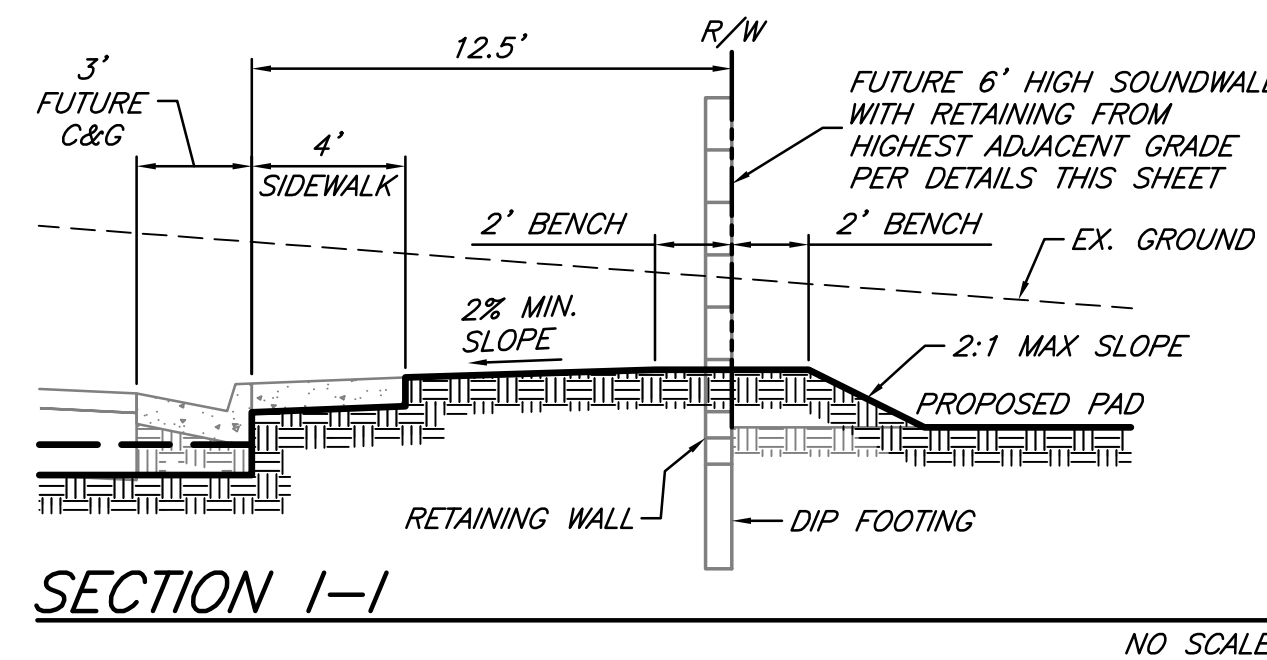
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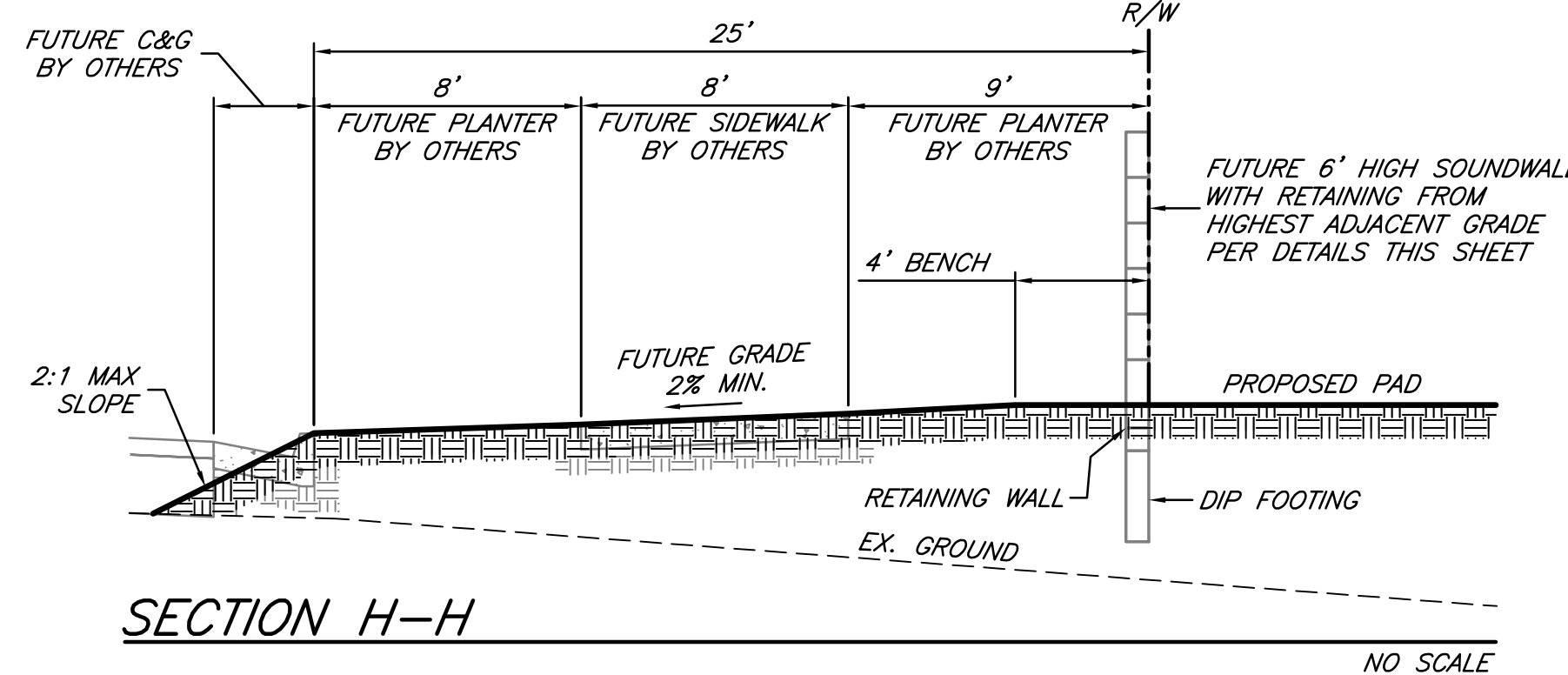
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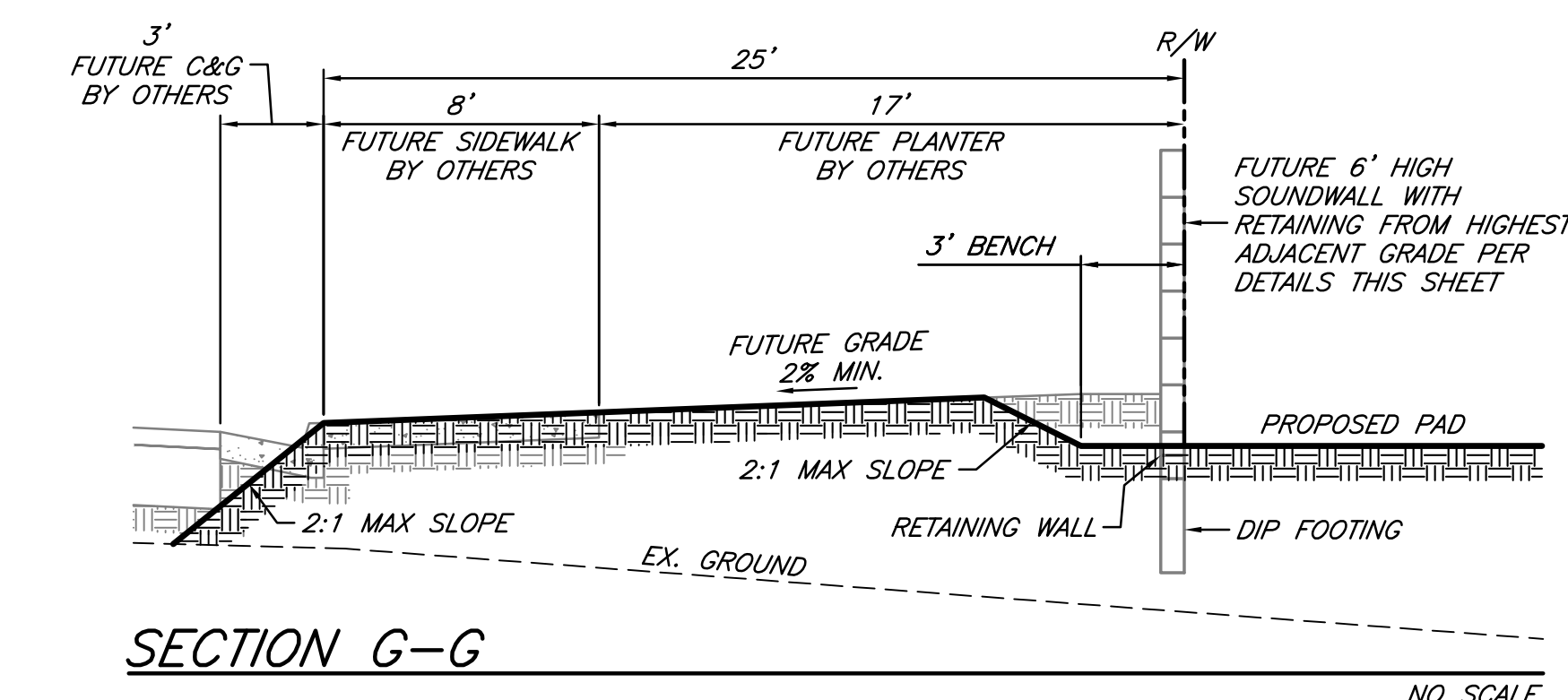
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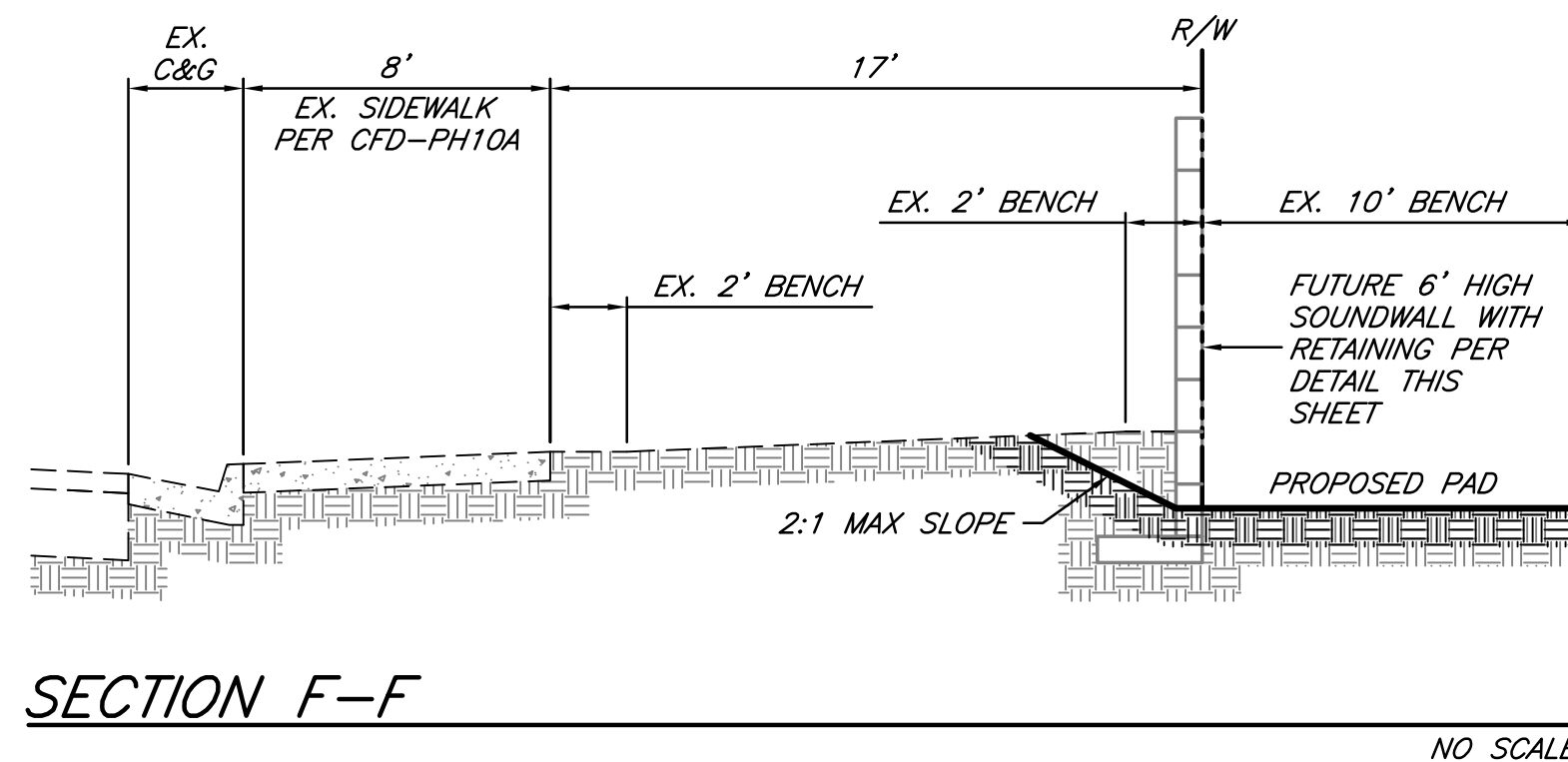
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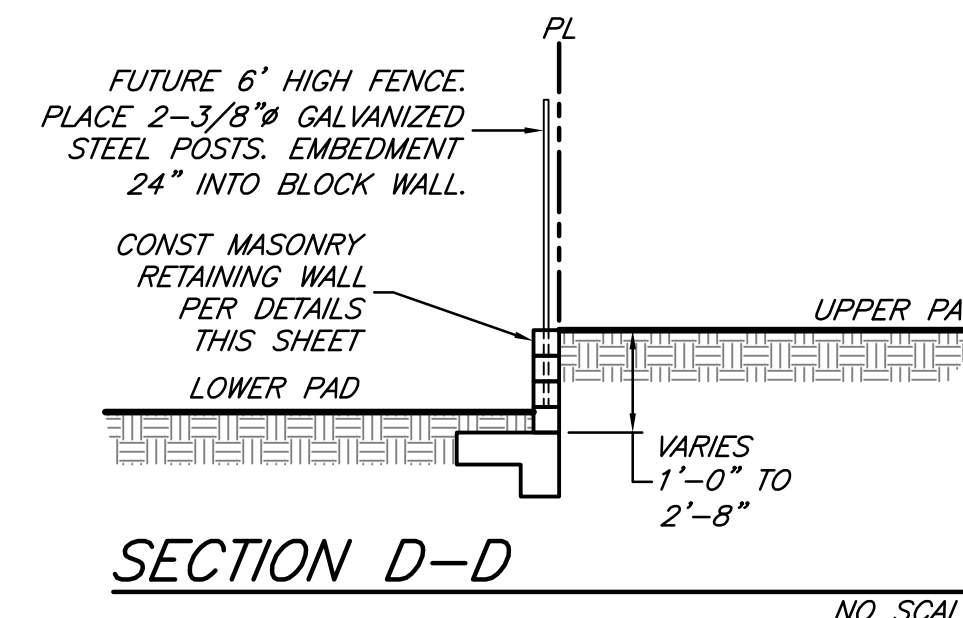
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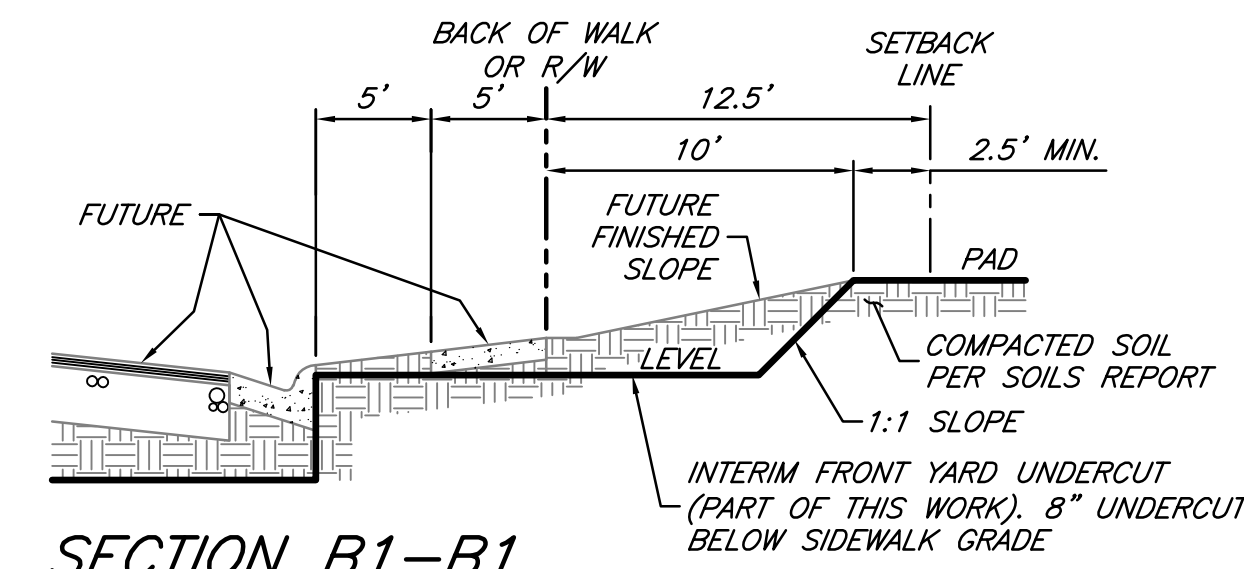
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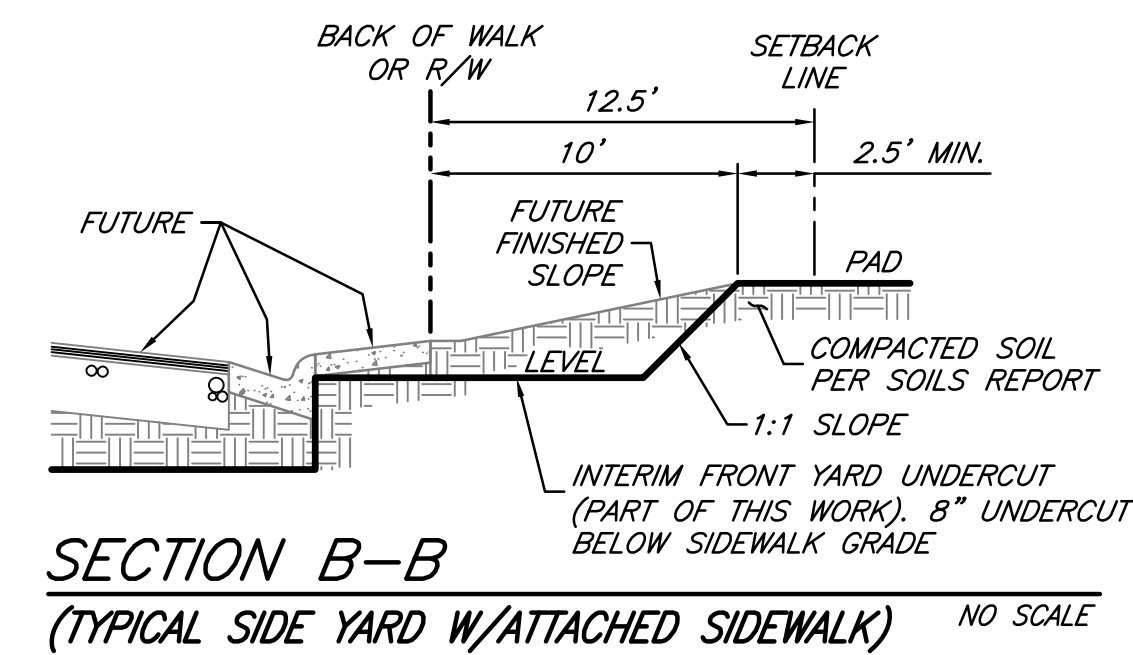
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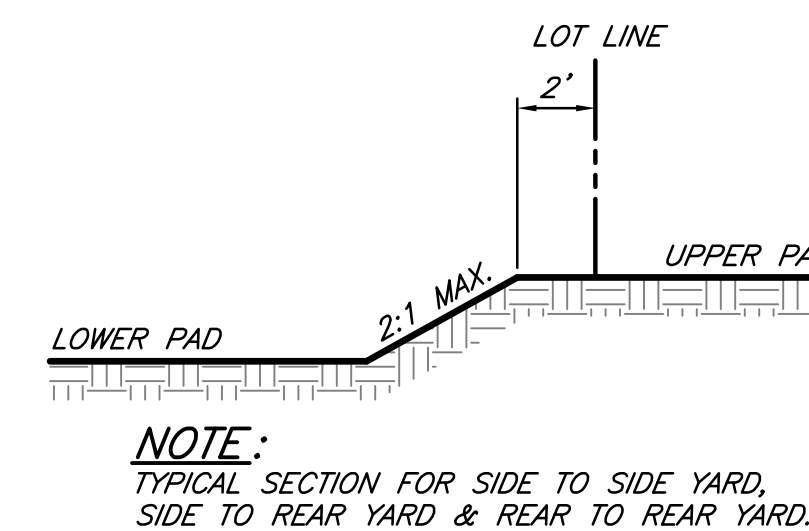
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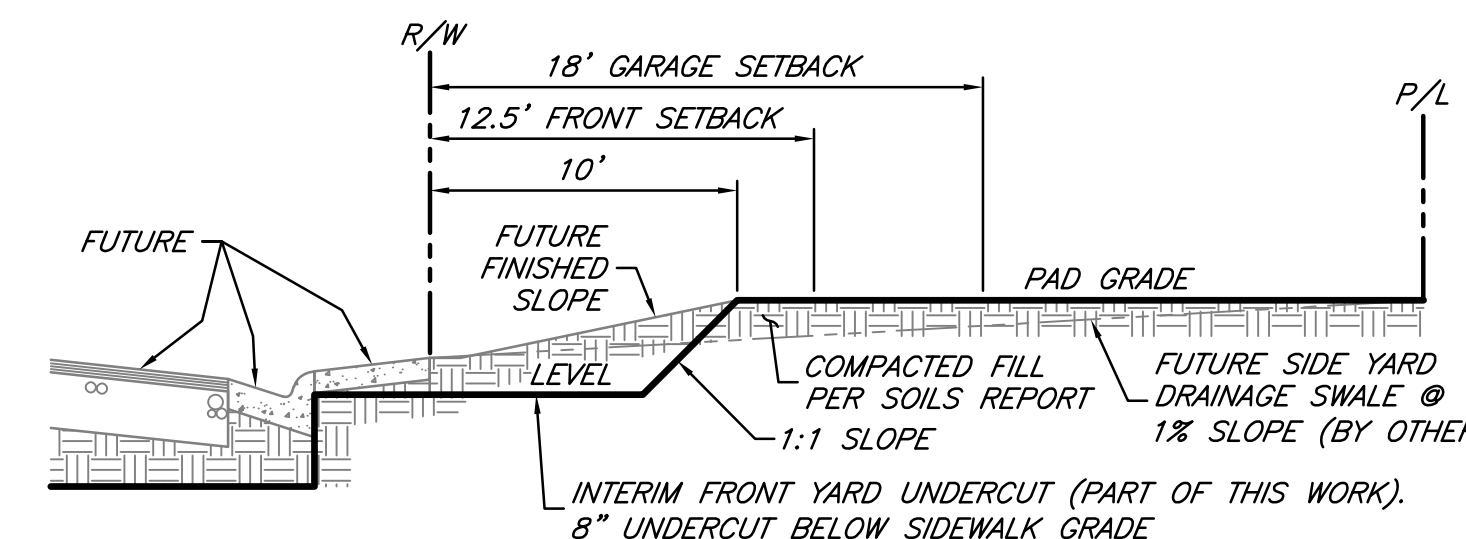
SECTION B1-B1  
 (TYPICAL SIDE YARD W/DETACHED SIDEWALK)



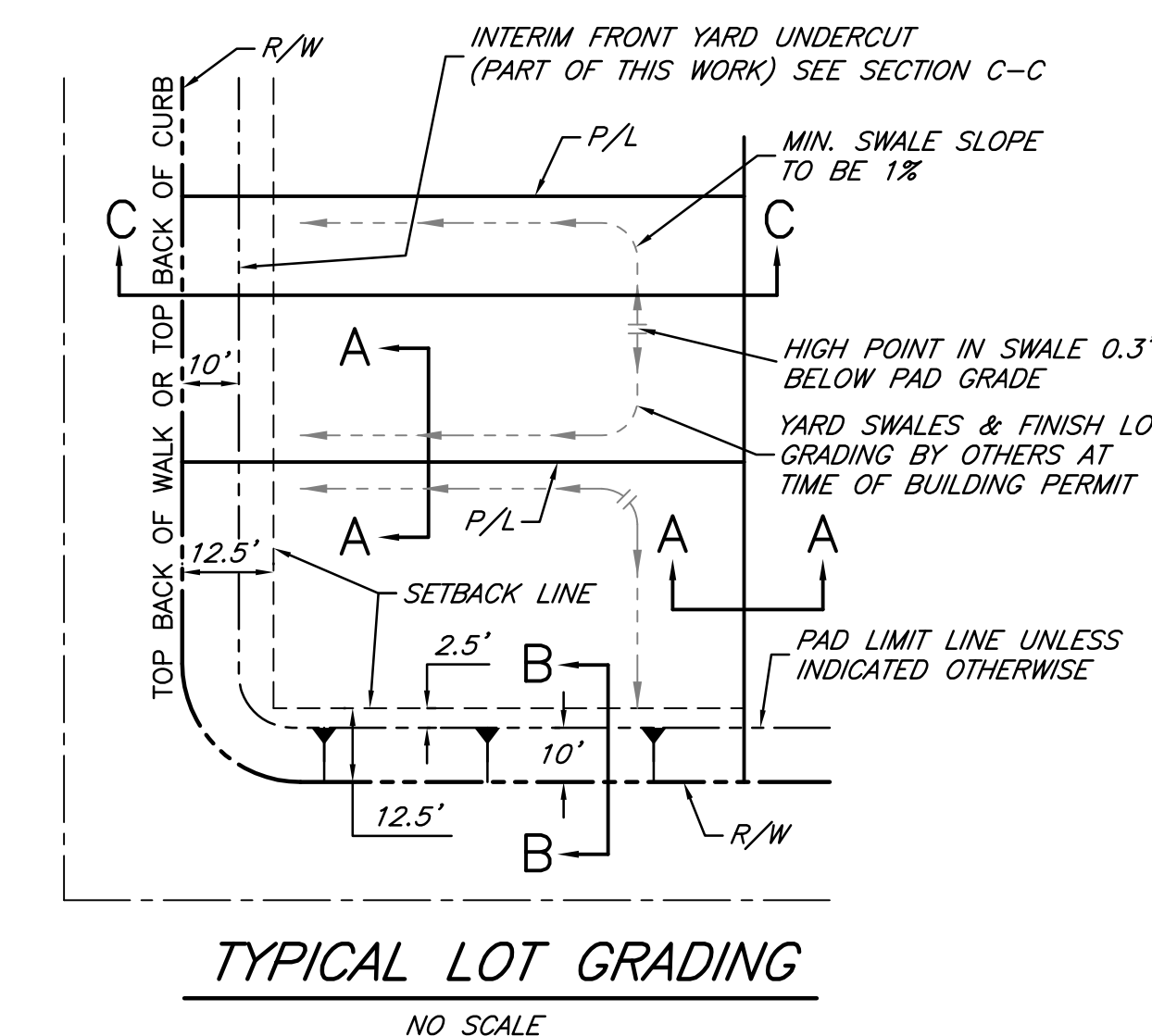
SECTION B-B  
 (TYPICAL SIDE YARD W/ATTACHED SIDEWALK)



SECTION A-A



SECTION C-C (TYPICAL FRONT YARD)  
 (TYPICAL FRONT YARD W/ SIDEWALK)



TYPICAL LOT GRADING

| NO. | DESCRIPTION                             | ENGR INIT | CITY APPROVAL | APPROVED BY | DATE |
|-----|-----------------------------------------|-----------|---------------|-------------|------|
|     | benchmark CTY BM-71 elev.122.34(NGVD29) |           |               |             |      |
|     | elev.124.48(NAVD88)                     |           |               |             |      |
|     | (SEE SHEET NO.1)                        |           |               |             |      |

PROFESSIONAL SEAL  
 LISA BARBER MATTOX  
 REGISTERED PROFESSIONAL ENGINEER  
 No. C 44852  
 EXPIRES 3/31/2022  
 LISA BARBER MATTOX REC# 44852

PLOT DATE:  
 01-22-21

| SCALE      | drafted by: R.E.    |
|------------|---------------------|
| horiz: N/A | designed by: L.B.M. |
| vert: N/A  | checked by: S.F.L.  |
| 1/2021     | 609                 |
| date       | field book          |

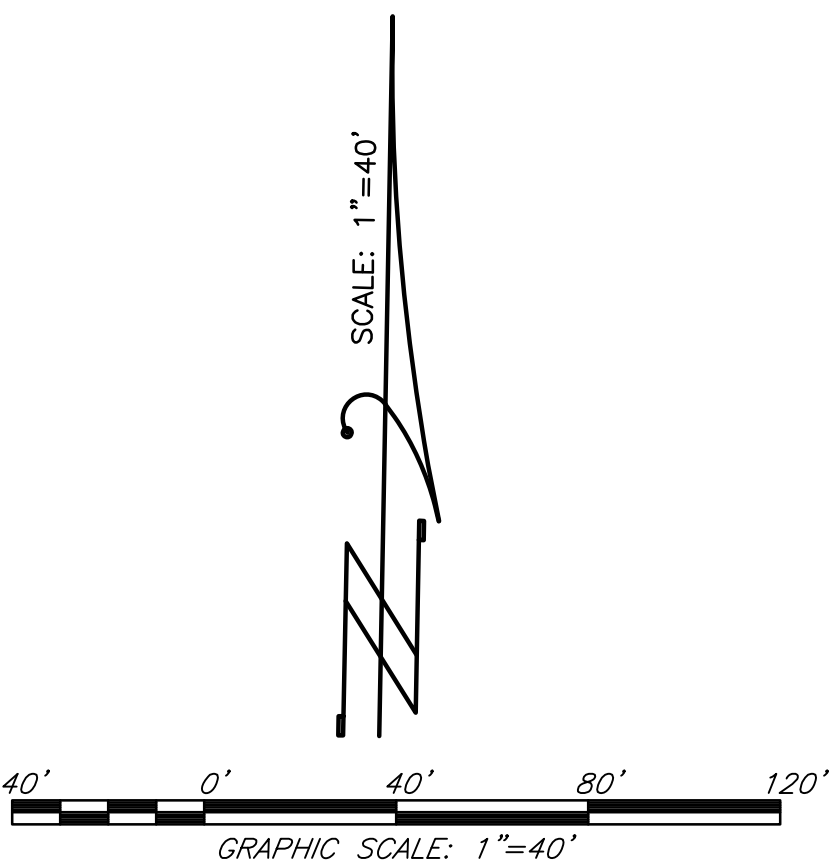
**BW** BAKER-WILLIAMS ENGINEERING GROUP  
 Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
 6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608  
 (916) 331-4336 ~ fax (916) 331-4430 ~ office@bwiengineers.com

GRADING NOTES, SECTIONS & DETAILS  
**SIERRA VISTA VILLAGE FD-10 - MASS GRADE**  
 CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

| SHEET      | 5  |
|------------|----|
| OF         | 11 |
| SHEETS     |    |
| 20-06-24   |    |
| JOB NUMBER |    |

2006024-MG-GRD-SEC-DET



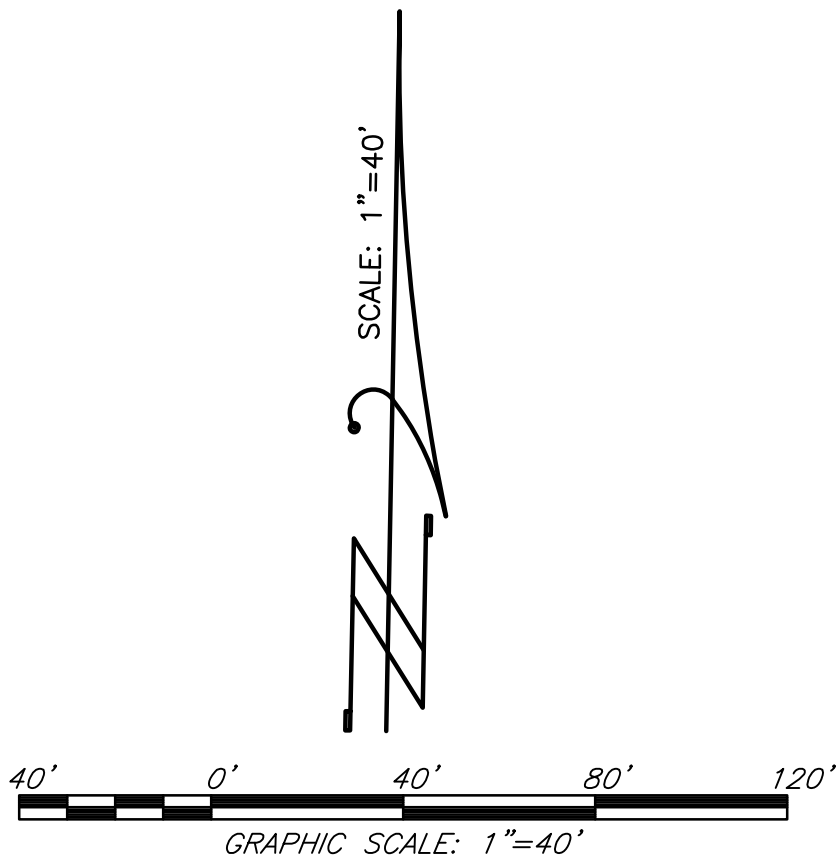
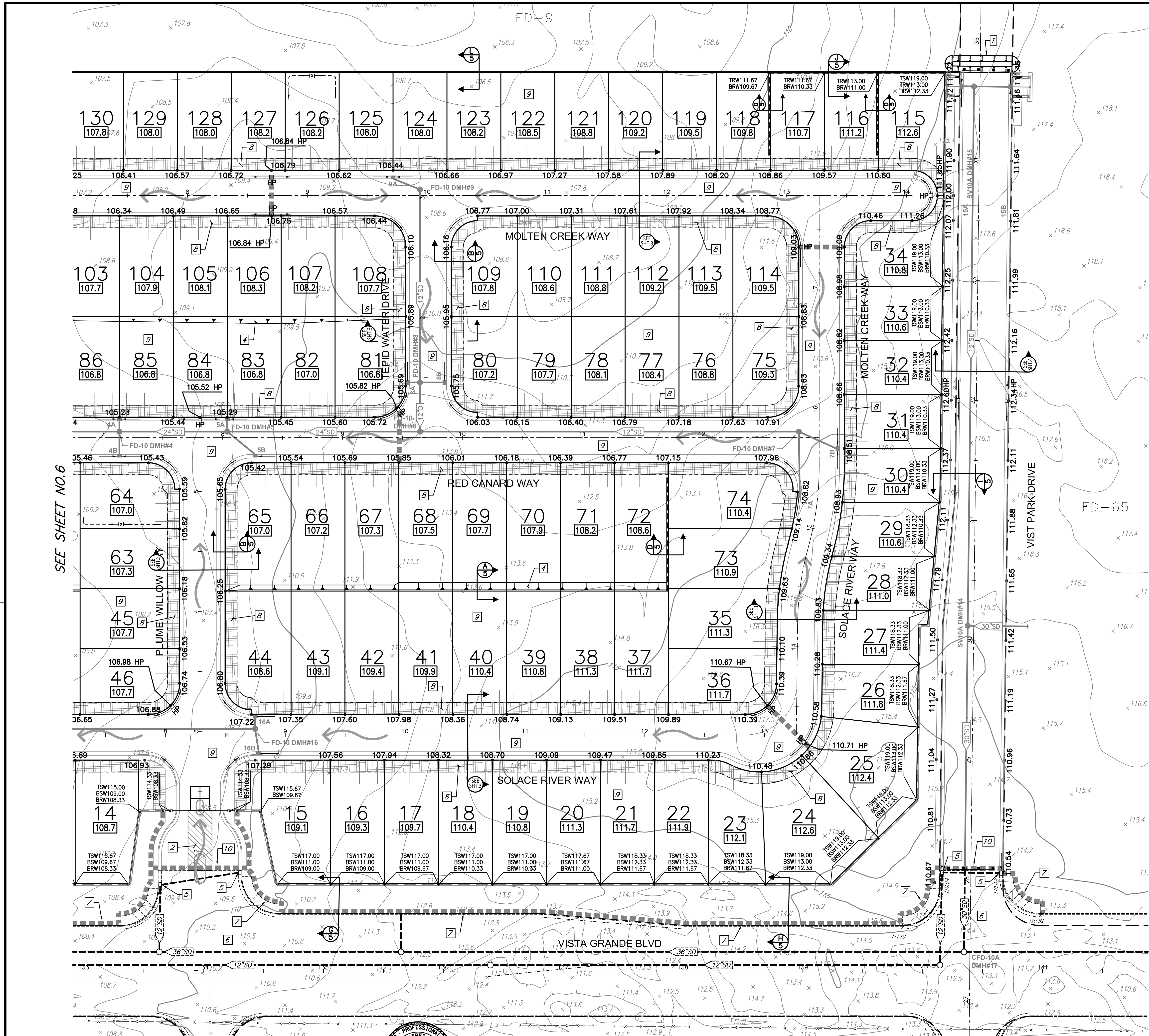


- 1 PLACE EARTH DAM PER DETAIL ON SHEET 9 WHEN SUBDIVISION GRADING IS COMPLETE.
- 2 PLACE STABILIZED CONSTRUCTION SITE ACCESS PER DETAIL ON SHEET 9.
- 3 CONSTRUCT VEHICLE STAGING AREA W/GRAVEL BAG OR FIBER ROLL @ PERIMETER. ALL MATERIALS SHALL BE PROPERLY STORED/COVERED SO AS NOT TO POLLUTE RUNOFF AND TO DECREASE AIRBORNE DUST.
- 4 ALL SLOPES GREATER THAN 3:1 WILL BE STABILIZED W/HYDROSEED TYPE 1 SA PER SHEET 11 AND EXCEL R-2 AN EROSION CONTROL BLANKET.
- 5 INSTALL STORM DRAIN INLET SEDIMENT CONTROL BARRIER PER DETAIL ON SHEET 9. PLACE GRAVEL BAGS ON UPHILL SIDES OF DI.
- 6 SWEEP & CLEAN ANY SOIL TRACKING ON EXISTING PAVEMENT AS NEEDED.
- 7 PLACE FIBER ROLL ALONG EXISTING CURB, GUTTER & SIDEWALK PER DETAIL SHEET 9.
- 8 ALL FRONT YARDS, SIDEYARDS, AND CORNERS FROM 1" BACK OF HINGE POINT WILL BE STABILIZED WITH 2.5 STEP STRAW, TACK, SEED & FERTILIZER PER SHEET 10.





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**EROSION CONTROL DATA:**

- 1 PLACE EARTH DAM PER DETAIL ON SHEET 9 WHEN SUBDIVISION GRADING IS COMPLETE.
- 2 PLACE STABILIZED CONSTRUCTION SITE ACCESS PER DETAIL ON SHEET 9.
- 3 CONSTRUCT VEHICLE STAGING AREA W/ GRAVEL BAG OR FIBER ROLL @ PERIMETER. ALL MATERIALS SHALL BE PROPERLY STORED/COVERED SO AS NOT TO POLLUTE RUNOFF AND TO DECREASE AIRBORNE DUST.
- 4 ALL SLOPES GREATER THAN 3:1 WILL BE STABILIZED W/HYDROSEED TYPE 1 SA PER SHEET 11 AND EXCEL R-2 AN EROSION CONTROL BLANKET.
- 5 INSTALL STORM DRAIN INLET SEDIMENT CONTROL BARRIER PER DETAIL ON SHEET 9. PLACE GRAVEL BAGS ON UPHILL SIDES OF DI.
- 6 SWEEP & CLEAN ANY SOIL TRACKING ON EXISTING PAVEMENT AS NEEDED.
- 7 PLACE FIBER ROLL ALONG EXISTING CURB, GUTTER & SIDEWALK PER DETAIL SHEET 9.
- 8 ALL FRONT YARDS, SIDEYARDS, AND CORNERS FROM 1' BACK OF HINGE POINT WILL BE STABILIZED WITH 2.5 STEP STRAW, TACK, SEED & FERTILIZER PER SHEET 10.
- 9 LOTS, STREETS AND DISTURBED SOIL TO BE STABILIZED WITH HYDROSEED TYPE 1 SA PER SHEET 10.
- 10 PLACE FIBER ROLL UPON COMPLETION OF GRADING. SEE DETAIL ON SHEET 9.
- 11 PLACE SILT FENCE. SEE DETAIL ON SHEET 9.

| NO. | DESCRIPTION | ENGR. INIT. | CITY APPROVAL |
|-----|-------------|-------------|---------------|
|     |             |             |               |
|     |             |             |               |
|     |             |             |               |

benchmark CTY BM-71 elev.122.34(NGVD29)  
3-1/2" BRASS DISC  
STAMPED "2018 PLS 8278" AT BACK OF  
CURB AND WEST OF D.I., NORTH SIDE OF  
PLEASANT GROVE BLVD. @ 900' EAST OF  
FIDDYD ROAD.

LISA BARBER MATTOS RCE# 44852

PLOT DATE:  
01-22-21

SCALE  
horiz: 1"=40'  
vert: N/A  
1/2021  
date

designed by: R.E.  
checked by: S.F.L.  
609  
field book



BAKER-WILLIAMS ENGINEERING GROUP  
Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services  
6020 Rutland Drive, Suite 19 - Carmichael, CA. 95608  
(916) 331-4336 - fax (916) 331-4430 - office@bwengineers.com

GRADING PLAN  
SIERRA VISTA VILLAGE FD-10 - MASS GRADE  
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

SHEET 7 OF 11  
20-06-24  
JOB NUMBER

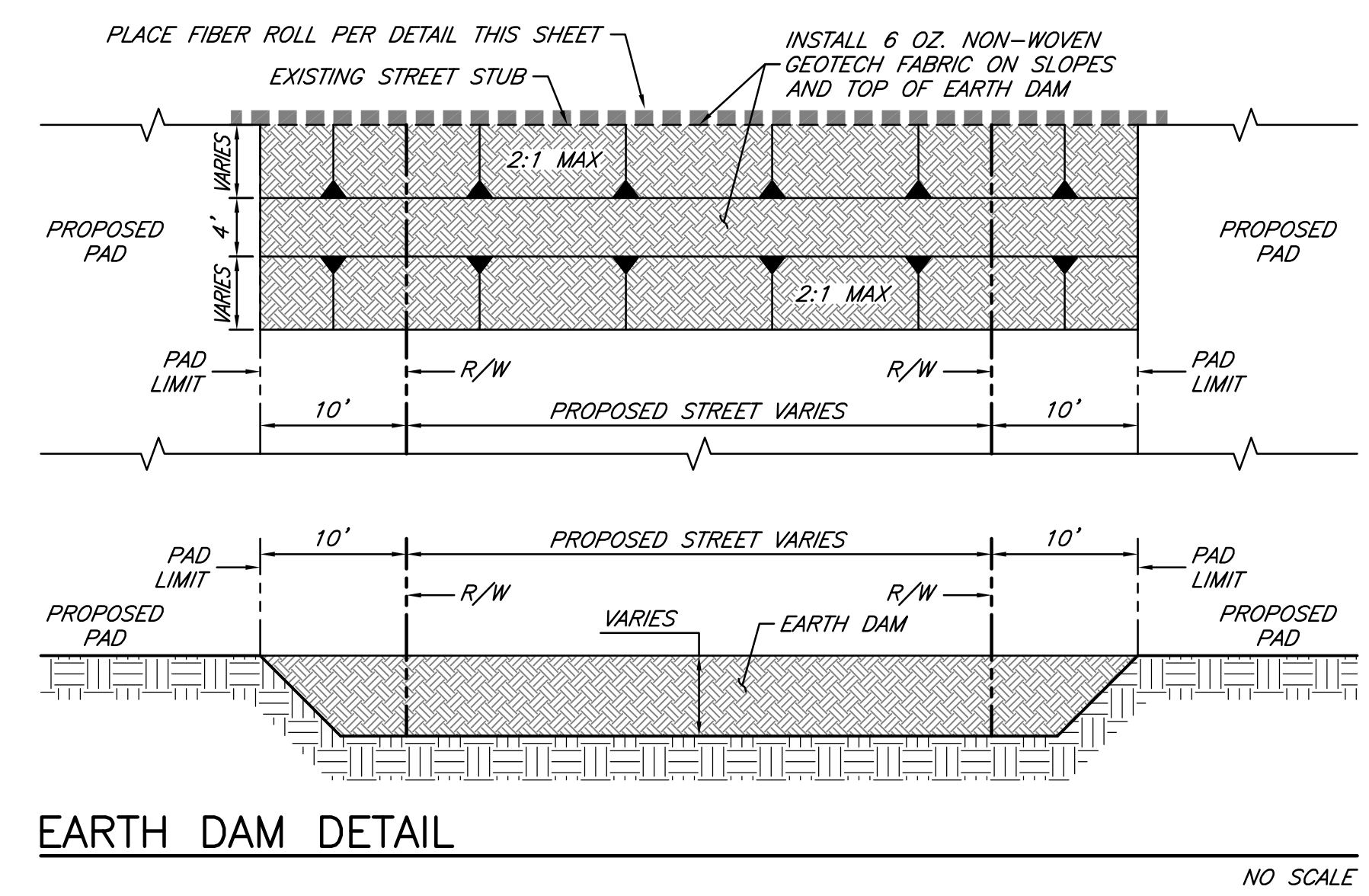
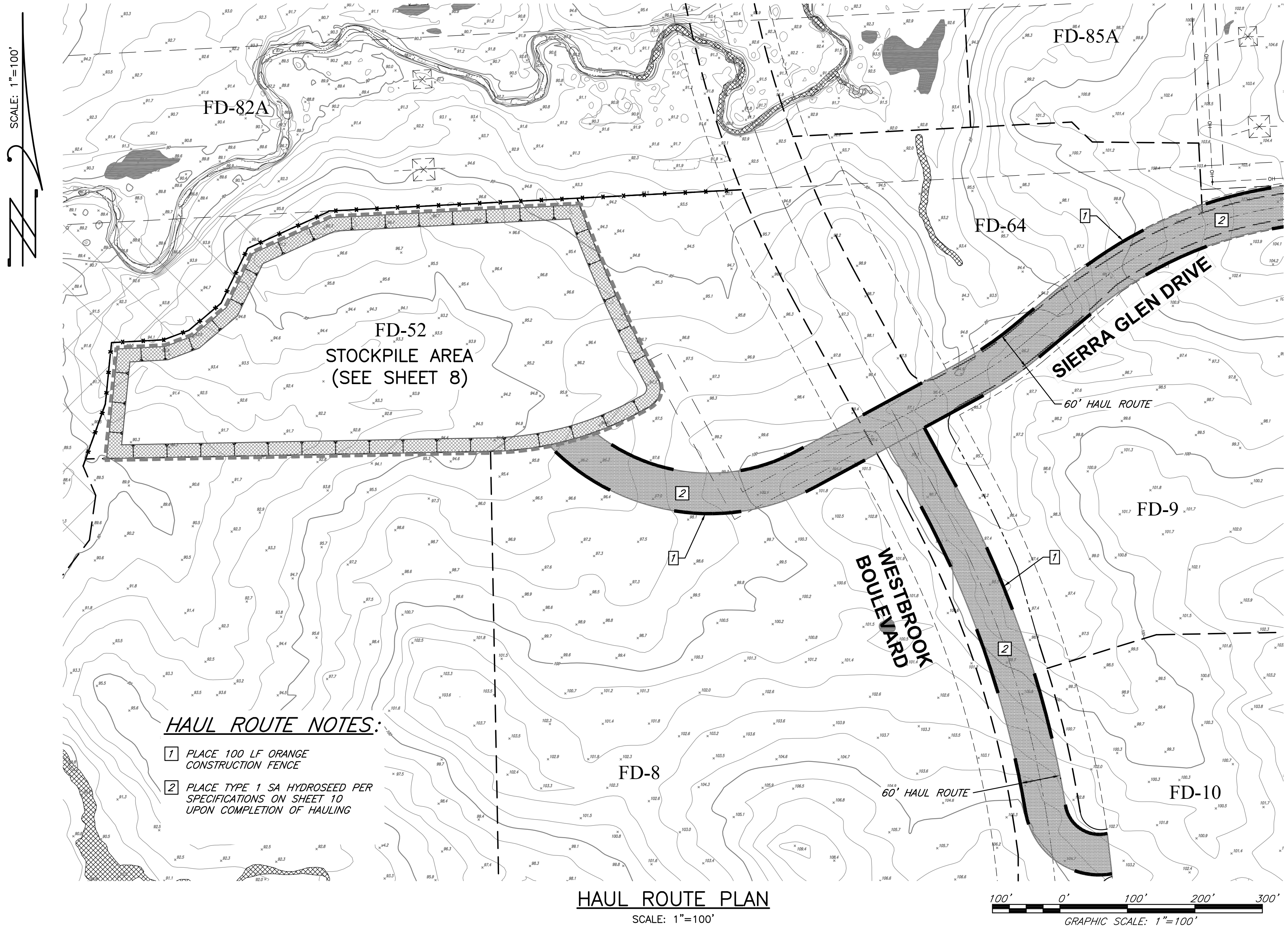
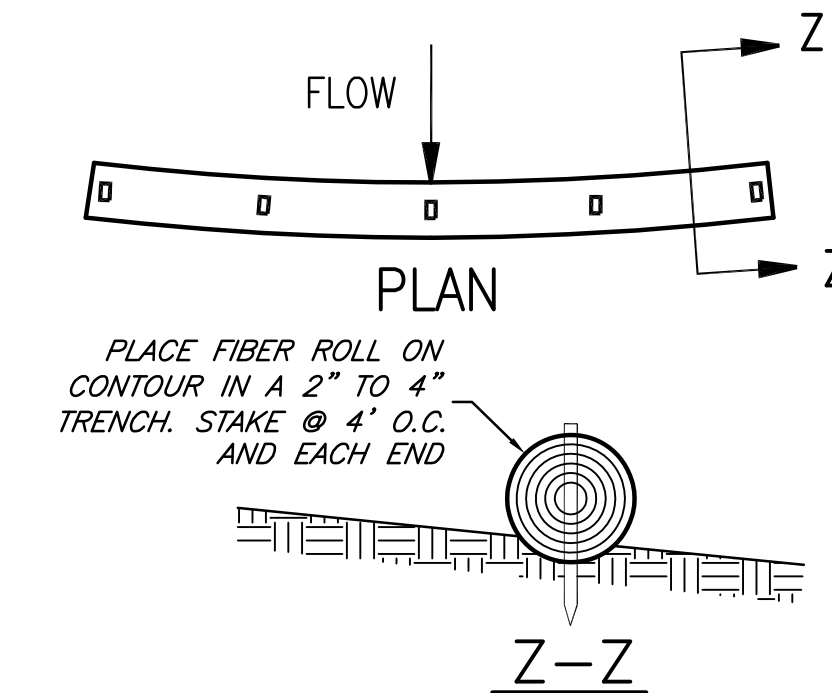
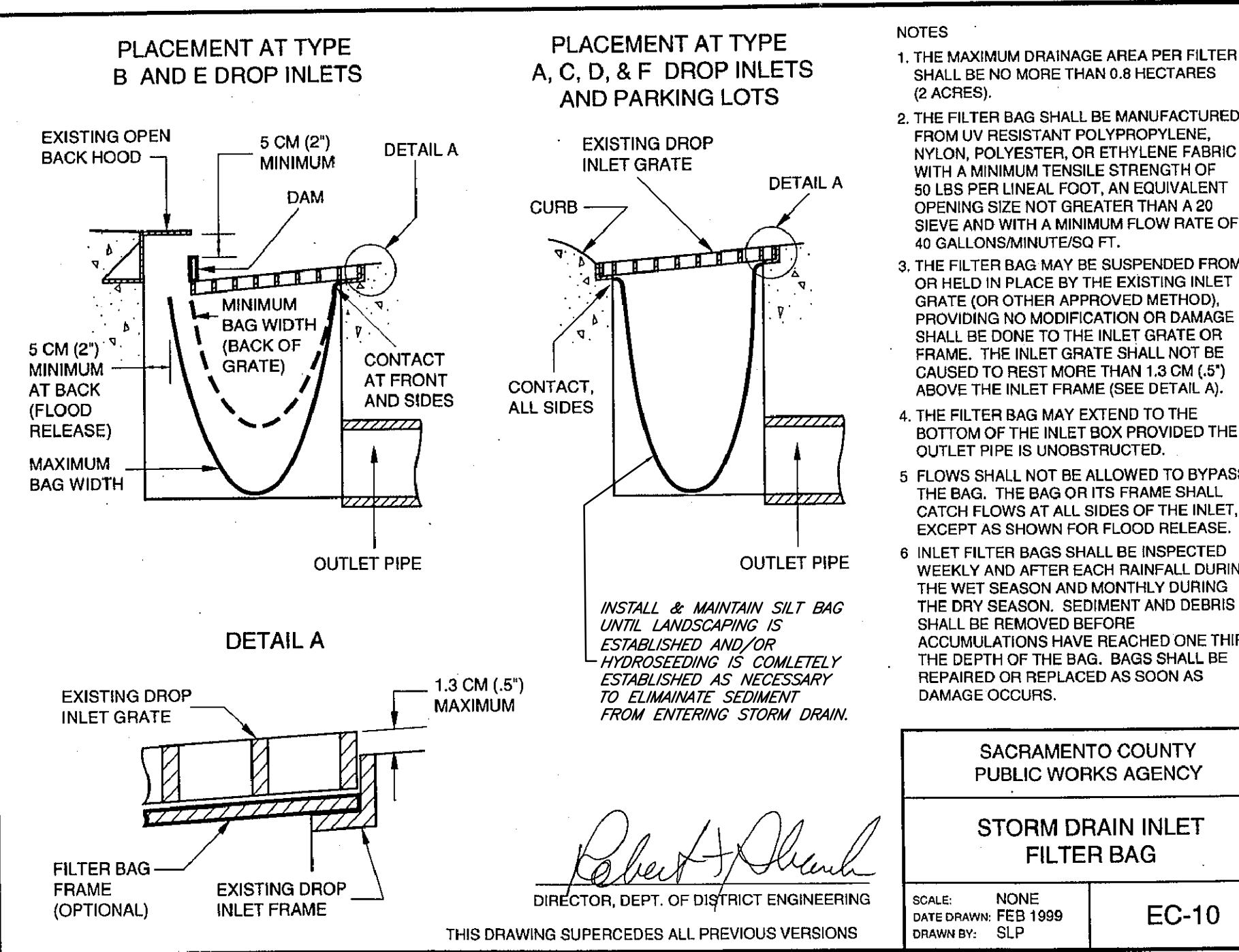
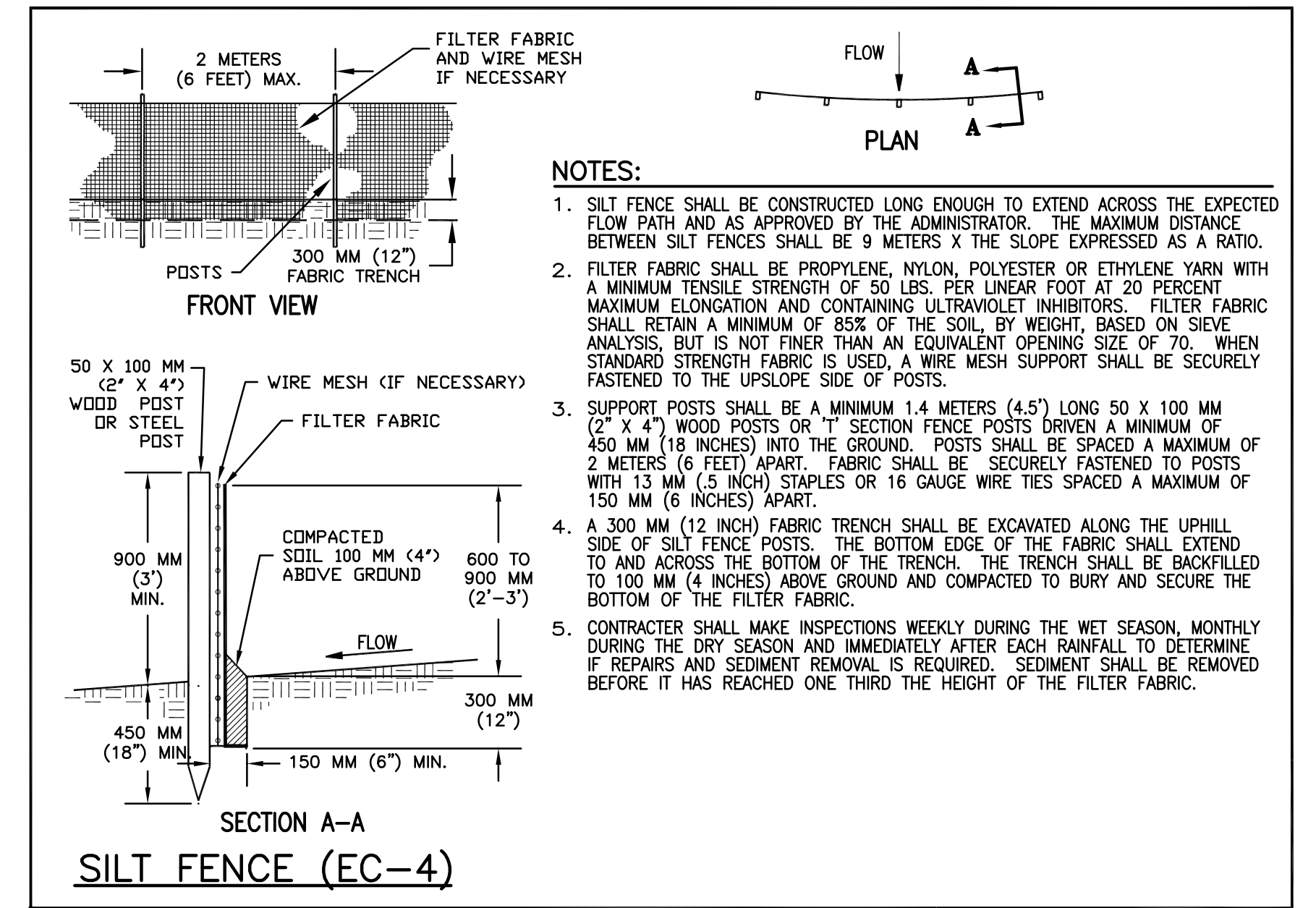
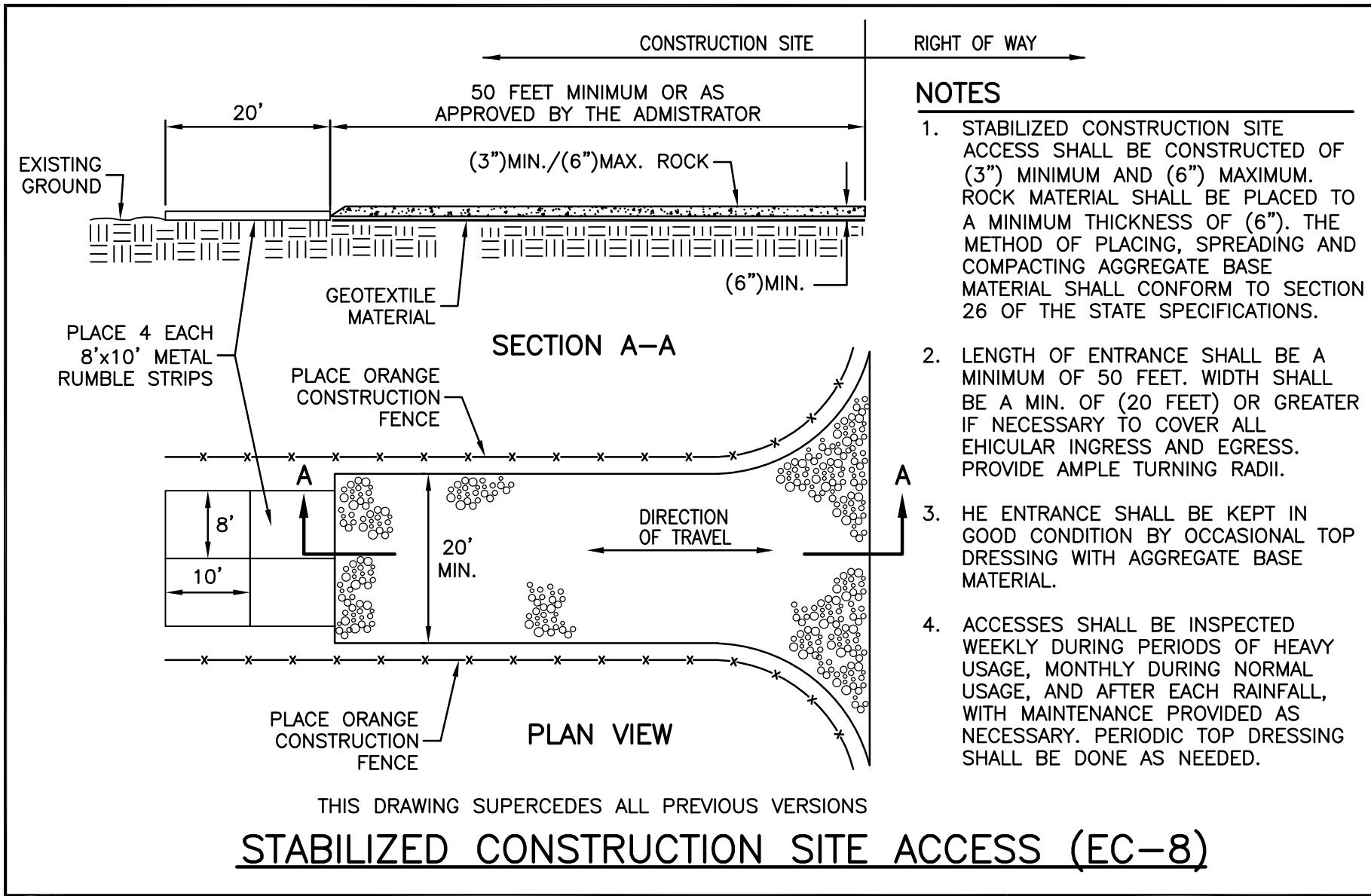
2006024-MG-GRD-PLAN2







S:\BVEG Jobs\2020 Jobs\06-06-024 Sierra Vista FD-10, Phase 1\Improvement Plans\Mass Grading\Plan\2006024-MG-GRD-EC-DET-NTS1.dwg, Layout1, 1/25/2021 4:07:05 PM, Rjr, Eia



| NO. | DESCRIPTION | ENGR INIT | CITY APPROVAL | APPROVED BY | DATE |
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|     |             |           |               |             |      |
|     |             |           |               |             |      |
|     |             |           |               |             |      |

benchmark CTY BM-71 elev.122.34(NGVD29)  
elev.124.48(NAVD88)

(SEE SHEET NO.1)

REGISTERED PROFESSIONAL ENGINEER  
No. C 44852  
EXPIRES 3/31/2022

*Lisa Barber Mattos*

LISA BARBER MATTOS RCE# 44852

PLOT DATE: 01-22-21

SCALE

horiz: AS SHOWN

vert: N/A

1/2021

date

designed by: R.E.

designed by: L.B.M.

checked by: S.F.L.

609

field book

**BW** BAKER-WILLIAMS ENGINEERING GROUP

Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services

6020 Rutland Drive, Suite 19 ~ Carmichael, CA. 95608

(916) 331-4336 ~ fax (916) 331-4430 ~ office@bowengineers.com

**EROSION & SEDIMENT CONTROL DETAILS & HAUL ROUTE PLAN**

**SIERRA VISTA VILLAGE FD-10 - MASS GRADE**

CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

SHEET 9 OF 11 SHEETS

20-06-24

JOB NUMBER

2006024-MG-GRD-EC-DET-NTS1



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WINTERIZATION NOTES:

1. THE FOLLOWING CONDITIONS ARE REQUIRED IF GRADING AND DRAINAGE IMPROVEMENTS ARE INCOMPLETE BETWEEN SEPTEMBER 1 AND MAY 15:  
A. EROSION PROTECTION ON SLOPES 10:1 OR STEEPER AND SWALES WITH SLOPES 2.0% OR GREATER.  
B. GRADE GUTTER SAG POINTS TO DRAIN.  
C. PREVENT SEDIMENT IN EXISTING STORM DRAIN SYSTEM AND CLEAN DOWNSTREAM PIPES AS PER SECTION SS87-05 OF THE STANDARD CONSTRUCTION SPECIFICATIONS.

EROSION AND SEDIMENT CONTROL:

1. THE STATE'S GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQD 99-080-DWQ) REQUIRES THE PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR SITES WITH SOIL DISTURBANCES GREATER THAN OR EQUAL TO ONE ACRE, OR FROM SITES SMALLER THAN ONE ACRE IF THE CONSTRUCTION ACTIVITY IS PART OF A LARGER PLAN OF DEVELOPMENT OR SALE THAT DISTURBS ONE ACRE OR MORE. CONSTRUCTION ACTIVITY SHALL NOT COMMENCE, NOR A PRE-CONSTRUCTION MEETING PERMITTED TO BE SCHEDULED, PRIOR TO THE SWPPP BEING ACCEPTED BY THE CITY. FOR MORE INFORMATION SEE: [http://www.roseville.ca.us/eu/stormwater\\_management](http://www.roseville.ca.us/eu/stormwater_management)  
2. THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE SWPPP IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.  
3. A COPY OF THE SWPPP SHALL BE KEPT AT THE PROJECT SITE AT ALL TIMES.  
4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE SWPPP AND/OR AS DIRECTED BY CITY INSPECTOR  
5. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND GAME.  
6. ALL EROSION & SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN ACCORDANCE WITH THE SWPPP.  
7. THE CONTRACTOR SHALL ESTABLISH A SPECIFIC SITE WITHIN THE DEVELOPMENT FOR MAINTENANCE AND STORAGE OF EQUIPMENT OR ANY OTHER ACTIVITY THAT MAY ADVERSELY CONTRIBUTE TO THE WATER QUALITY OF THE RUNOFF IN ACCORDANCE WITH THE SWPPP.  
8. EROSION CONTROL MATERIALS POTENTIALLY HARMFUL TO FISH AND WILDLIFE SUCH AS MONO-FILAMENT NETTING FOUND IN STRAW WATTLES, FIBER ROLLS OR EROSION CONTROL MATING ARE PROHIBITED WITHIN AND ADJACENT TO THE WORK AREA. FIBER ROLLS OR EROSION CONTROL MESH SHALL BE MADE OF LOOSE WEAVE MESH THAT IS NOT FUSED AT THE INTERSECTIONS OF THE WEAVE SUCH AS JUTE, COCONUT COIR FIBER, OR OTHER PRODUCTS WITHOUT WELDED WEAVES.  
9. ALL FIBER ROLLS, STRAW WATTLES, AND/OR HAY BALES UTILIZED WITHIN AND ADJACENT TO THE PROJECT SITE SHALL BE FREE OF NONNATIVE PLANT SEED AND WEEDS AND SHALL CONFORM TO REQUIREMENTS SPECIFIED IN 401, 404 AND 1600 PERMITS ISSUED BY THE STATE OF CALIFORNIA WATER BOARD, THE U.S. ARMY CORP OF ENGINEERS AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE.  
10. HYDRO-SEED SHALL BE LOCALLY NATIVE SEED UNLESS OTHERWISE AGREED BY CDW. SEEDED AREA SHALL BE COVERED WITH BROADCAST STRAW, JUTE NETTING, COCONUT FIBER BLANKET OR SIMILAR EROSION CONTROL BLANKET.

HYDROSEEDING NOTES

1. SEED SHALL BE APPLIED WITH HYDROSEEDING EQUIPMENT TOGETHER WITH FERTILIZER, MULCH FIBER, TACK (BINDER), AND INOCULATE PER SPECIFIED QUANTITIES. MULCH FIBER SHALL BE PRODUCED FROM WOOD PULP AND SHALL BE OF SUCH CHARACTER THAT IT WILL DISPERSE INTO A UNIFORM SLURRY WHEN MIXED WITH WATER. MULCH FIBER SHALL BE COLORED TO CONTRAST WITH THE AREA ON WHICH THE SEED MIXTURE IS TO BE APPLIED, SHALL BE NONTOXIC TO PLANT TO ANIMAL LIFE, AND SHALL NOT STAIN CONCRETE OR PAINTED SURFACES.  
2. MIXING OF MATERIALS FOR APPLICATION WITH HYDROSEEDING EQUIPMENT SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM OF SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS SLURRY AND A DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY TO THE SLOPES AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,500 GALLONS.  
3. NO DISPERSING AGENT WILL BE ADDED TO THE SLURRY. ANY MATERIAL CONSIDERED HARMFUL, AS DETERMINED BY THE OWNERS OR THEIR REPRESENTATIVES, SHALL NOT BE USED.  
4. BEFORE HYDROSEEDING, THE CONTRACTOR SHALL SUBMIT COPIES TO THE OWNERS OR THEIR REPRESENTATIVES OF ALL SEED LABELS AND ALL SEED INVOICES, PROVIDING WRITTEN EVIDENCE THAT SEED CONFORMS TO THE APPLICATION RATES, PURITY AND GERMINATION REQUIREMENTS IN THESE SPECIFICATIONS. SAMPLES OF THE APPLICATION MIXTURE WILL BE PROVIDED UPON REQUEST.  
5. SEED DESIGNATED WITHOUT A PURITY OR GERMINATION REQUIREMENT SHALL BE LABELED TO INCLUDE THE NAME, DATE (MONTH AND YEAR) COLLECTED, AND THE NAME AND ADDRESS OF THE SEED SUPPLIER. SEED AT THE TIME OF SOWING SHALL BE FROM THE PREVIOUS OR CURRENT YEAR'S HARVEST.  
6. THE LEGUME SEED SHALL BE INOCULATED AS PER TRADE SPECIFICATIONS AND RATE SPECIFIED.  
7. SEED SHALL BE PREMIXED BY A LICENSED SUPPLIER AND A COPY OF THE LICENSE SHALL BE PROVIDED TO THE OWNERS OR THEIR REPRESENTATIVES UPON REQUEST.  
8. WATER SHALL BE OF SUCH QUALITY THAT IT WILL PROMOTE GERMINATION AND GROWTH OF SEEDS AND PLANTS.  
9. THE MATERIAL SHALL BE REGISTERED WITH AND LICENSED BY THE STATE OF CALIFORNIA, DEPARTMENT OF FOOD AND AGRICULTURE, AS AN "AUXILIARY SOIL CHEMICAL".  
10. MULCH FIBER SHALL NOT BE APPLIED DURING RAINY WEATHER OR WHEN SOIL TEMPERATURES ARE BELOW 40° F. MULCH FIBER SHALL BE APPLIED WITH A BINDER SUFFICIENT TO ASSURE COMPLETENESS OF COVERAGE. PEDESTRIANS OR EQUIPMENT SHALL NOT ENTER HYDROSEEDING AREAS AFTER THE SEED MIXTURE HAS BEEN APPLIED.  
11. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF ANY HYDROSEEDING ACTIVITY, AND SHALL NOT PERFORM ANY WORK WITHOUT AUTHORIZATION OF THE OWNERS OR THEIR REPRESENTATIVES. THE CONTRACTOR SHALL APPLY THE HYDROSEED MATERIALS AT LEAST 24 HOURS IN ADVANCE OF ANY REASONABLY PREDICTABLE TABLE PERIOD OF RAINY WEATHER.  
12. THE PROPORTION OF EROSION CONTROL MATERIALS MAY BE CHANGED BY THE OWNERS OR THEIR REPRESENTATIVES TO MEET FIELD CONDITIONS.  
13. REFER TO SPECIFICATIONS OF TURF REINFORCEMENT MAT OR EROSION CONTROL BLANKETING FOR HYDROSEEDING OVER OR UNDER MATERIALS. IF IN DOUBT, CONSULT OWNER'S REPRESENTATIVE.  
14. THE OWNERS OR THEIR REPRESENTATIVES MAY AUTHORIZE ALTERNATIVE METHODS OR EQUIPMENT IF IT IS DEMONSTRATED THAT METHODS AND EQUIPMENT ARE CAPABLE OF PERFORMING ALL OPERATIONS SATISFACTORILY.

DISTURBED AREA

FD-10:

|                      |      |
|----------------------|------|
| STREET/SIDEWALK AREA | — AC |
| LANDSCAPE AREA       | — AC |
| LOT AREA             | — AC |

VISTA PARK DRIVE:

|                |      |
|----------------|------|
| STREET AREA    | — AC |
| CORRIDOR:      |      |
| SIDEWALK AREA  | — AC |
| LANDSCAPE AREA | — AC |

VISTA GRANDE BLVD:

|                |      |
|----------------|------|
| CORRIDOR:      |      |
| SIDEWALK AREA  | — AC |
| LANDSCAPE AREA | — AC |

WESTBROOK BLVD:

|                |      |
|----------------|------|
| CORRIDOR:      |      |
| SIDEWALK AREA  | — AC |
| LANDSCAPE AREA | — AC |

SIERRA VISTA SA SEED MIX

SA TYPE 1 AND 2 SEED MIX

|          |                                     |
|----------|-------------------------------------|
| % OF MIX | SEED                                |
| 53.33    | LOLIUM MULTIFLORUM, ANNUAL RYEGRASS |
| 20.00    | BROMUS HORDEACEUS, BLANDO BROME     |
| 10.67    | TRIFOLIUM INCARMATUM, CIMSON CLOVER |
| 10.66    | TRIFOLIUM HIRTUM, ROSE CLOVER       |
| 5.34     | VULPIA MYUROS, ZORRO FESCUE         |

SA TYPE 3

|              |                                         |
|--------------|-----------------------------------------|
| LBS. PER ACR | SEED                                    |
| 10.00        | AGROSTIS PALLENS, THINGRASS             |
| 24.00        | FESTUCA RUBA MOLATE, MOLATE RED FESCUE  |
| 6.00         | DESCHAMPSIA CESPITOSA, TUFTED HAIRGRASS |
| 2.00         | JUNCUS EFFUSES, PACIFIC RUSH            |
| 2.00         | JUNCUS PATENS, COMMON RUSH              |
| 2.00         | CAREX DIVULSA, BERKELEY SEDGE           |
| 2.00         | CAREX PRAEGRACILIS, DEER BED SEDGE      |

SA TYPE 4

3,500 LBS. PER ACRE BONDED FIBER MATRIX

SIERRA VISTA OS SEED MIX

TYPE 1 AND 2 OS

|               |                                           |
|---------------|-------------------------------------------|
| LBS. PER ACRE | SEED                                      |
| 1.0           | CAREX BARBARA, BARBARA SEDGE              |
| 4.0           | DESCHAMPSIA CESPITOSA, TUFTED HAIRGRASS   |
| 9.0           | ELYMUS TRACHYCAULUS, SLENDER WHEATGRASS   |
| 9.0           | HORDEUM BRACHYANTHRUM, MEADOW BARLEY      |
| 4.0           | LEYMAS TRITICOIDES YOLO, CREEPING WILDRYE |
| 3.0           | TRYFOLIUM OBSTUSIFLORUM, CREEK CLOVER     |
| 20.00         | ELYMUS X TRITICUM, REGREEN                |

TYPE 3 AND 4 OS

|               |                                              |
|---------------|----------------------------------------------|
| LBS. PER ACRE | SEED                                         |
| 9.0           | STIPA PULCHRA, PURPLE NEEDLEGRASS (1)        |
| 7.0           | MELICA CALIFORNIA, ONIONGRASS                |
| 6.0           | FESTUCA IDAHOENSIS, IDAHO FESCUE             |
| 5.0           | POA SECUNDA, NATIVE PINE BLUEGRASS           |
| 6.0           | FESTUCA MICROSTACHYS, THREE WEEKS FESCUE (1) |
| 6.0           | ELYMUS GLAUCUS, BLUE WILDRYE                 |
| 4.0           | ELYMUS MULTISETUS, SQUIRREL TAIL             |
| 20.0          | ELYMUS X TRITICUM, REGREEN                   |

TYPICAL HYDROSEEDING @ 2000 LB/AC (PADS)

1000 LB/AC - CELLULOSE FIBER (SPEC. ATTACHED)  
1000 LB/AC - 100% VIRGIN WOOD FIBER (SPEC ATTACHED)  
75 LB/AC - NON NATIVE SEED MIX (SPEC ATTACHED)  
200 LB/AC - FERTILIZER 16-20-0 (SPEC ATTACHED)  
150 LB/AC - TACKIFIER PLANTAGO (SPAC ATTACHED)

2 STEP / STRAW & TAC

1ST STEP  
4000 LB/AC - BLOWN WHEAT STRAW  
  
2ND STEP  
500 LB/AC - CELLULOSE FIBER (SPEC. ATTACHED)  
150 LB/AC - TACKIFIER PLANTAGO (SPAC ATTACHED)

2.5 STEP / STRAW & TAC WITH SEED AND FERTILIZER

1ST STEP  
4000 LB/AC - BLOWN WHEAT STRAW

2ND STEP  
500 LB/AC - CELLULOSE FIBER (SPEC. ATTACHED)  
150 LB/AC - TACKIFIER PLANTAGO (SPAC ATTACHED)  
75 LB/AC - NON NATIVE SEED MIX (SPEC ATTACHED)  
200 LB/AC - FERTILIZER 16-20-0 (SPEC ATTACHED)



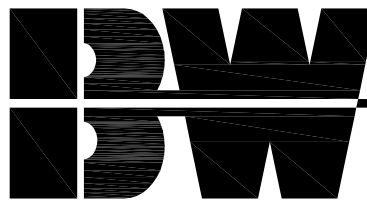
| Subdivision Areas                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT :                                                                                                                                                                                                                                                                                                                                                                                           | Sierra Vista                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Date                                                                                                                                                                                                                                                                                                                                                                                                | 11/21/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Type 1 SA                                                                                                                                                                                                                                                                                                                                                                                           | <b>Subdivision Lot Areas</b><br><br>Sierra Vista Lot Hydroseed Mix<br>75 LB per AC Seed per Attached<br>1,000 LB per AC Hydrostraw<br>1,250 LB per AC Wood Mulch<br>200 LB per AC 5-3-2 Fertilizer<br>150 LB per AC Tackifier                                                                                                                                                                                                                                                                                                                                 |
| Type 2 SA                                                                                                                                                                                                                                                                                                                                                                                           | <b>Subdivision Detention Basin &amp; Daylight Ditch</b><br><br>Compact Bioswale Hydroseed Mix<br>48 LB per AC Compact Bioswale Seed per Attached<br>1,000 LB per AC Hydrostraw<br>2,500 LB per AC Wood Mulch<br>200 LB per AC 5-3-2 Fertilizer<br>150 LB per AC Tackifier                                                                                                                                                                                                                                                                                     |
| Type 3 SA                                                                                                                                                                                                                                                                                                                                                                                           | <b>Subdivision Detention Basin &amp; Daylight Ditch With Blankets</b><br><br>STEP 1<br>Compact Bioswale Hydroseed Mix<br>24 LB per AC Compact Bioswale Seed per Attached<br>500 LB per AC Hydrostraw<br>1,250 LB per AC Wood Mulch<br>100 LB per AC 5-3-2 Fertilizer<br>75 LB per AC Tackifier<br><br>STEP 2<br>Install Excel R-2 AN<br><br>STEP 3<br>Compact Bioswale Hydroseed Mix<br>24 LB per AC Compact Bioswale Seed per Attached<br>500 LB per AC Hydrostraw<br>1,250 LB per AC Wood Mulch<br>100 LB per AC 5-3-2 Fertilizer<br>75 LB per AC Tackifier |
| Type 4 SA                                                                                                                                                                                                                                                                                                                                                                                           | <b>Planters Areas Along Streets With Planters Along Sound Walls</b><br>3,500 lbs per AC of Bonded Fiber Matrix                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Blanket SA                                                                                                                                                                                                                                                                                                                                                                                          | <b>Subdivision Detention Basin &amp; Daylight Ditch Blanket</b><br>Excel R-2 AN                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Type 3 OS                                                                                                                                                                                                                                                                                                                                                                                           | <b>Upland Above 3 ft in Open Space Areas</b><br><br>Step One Top Soil Development<br>4,500 LB per AC TerraVita<br><br>Step Two Hydroseed<br>63 LB per AC Upland Seed per Attached<br>3,500 LB per AC Bonded Fiber Matrix<br><br>Step Three Hydroseed<br>Install 700 Coir Netting<br><br>Step Four Hydroseed<br>63 LB per AC Upland Seed per Attached<br>1,750 LB per AC Bonded Fiber Matrix                                                                                                                                                                   |
| Type 4 OS                                                                                                                                                                                                                                                                                                                                                                                           | <b>Upland Above 3 ft in Open Space Areas with Blankets</b><br><br>Step One Top Soil Development<br>4,500 LB per AC TerraVita<br><br>Step Two Hydroseed<br>63 LB per AC Upland Seed per Attached<br>1,750 LB per AC Bonded Fiber Matrix                                                                                                                                                                                                                                                                                                                        |
| Netting                                                                                                                                                                                                                                                                                                                                                                                             | <b>Open Space Netting Areas</b><br>Coir 700 Netting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Open Space Areas                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Type 1 OS                                                                                                                                                                                                                                                                                                                                                                                           | <b>Lowland-Swale bottom to 3 ft above</b><br><br>Step One Top Soil Development<br>4,500 LB per AC TerraVita<br><br>Step Two Hydroseed<br>50 LB per AC Swale Seed per Attached<br>3,500 LB per AC Bonded Fiber Matrix                                                                                                                                                                                                                                                                                                                                          |
| Sierra Vista -Lowland- Swale Mix<br>PLS Lbs/Acre Seed<br>1.00 Carex Barbarae, Barbara Sedge<br>4.00 Deschampsia Caespitosa, Tufted Hairgrass<br>9.00 Elymus Trachycaulus, Slender Wheatgrass<br>9.00 Hordeum brachyanthrum, Meadow Barley<br>4.00 Leymus Triticoides 'Yolo', Creeping Wildrye<br>3.00 Trifolium obtusiflorum, Creek Clover<br>20.00 Elymus X Triticum, Regreen<br>50 Lbs/Ac         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Type 2 OS                                                                                                                                                                                                                                                                                                                                                                                           | <b>Upland- Above 3 ft in Open Space Areas</b><br><br>Step One Top Soil Development<br>4,500 LB per AC TerraVita<br><br>Step Two Hydroseed<br>63 LB per AC Upland Seed per Attached<br>3,500 LB per AC Bonded Fiber Matrix                                                                                                                                                                                                                                                                                                                                     |
| Sierra Vista - Upland Mix<br>PLS Lbs/Acre Seed<br>9.00 Stipa pulchra, Purple Needlegrass<br>7.00 Melica californica, Oniongrass<br>6.00 Festuca idahoensis, Idaho Fescue<br>5.00 Poa secunda, Native Pine Bluegrass<br>6.00 Festuca microstachys, Three Weeks Fescue<br>6.00 Elymus glaucus, Blue Wildrye<br>4.00 Elymus multisetus, Squirrel Tail<br>20.00 Elymus X Triticum, Regreen<br>63 Lbs/Ac |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| NO. | DESCRIPTION | ENGR INIT | CITY APPROVAL<br>APPROVED BY DATE | benchmark                                            |
|-----|-------------|-----------|-----------------------------------|------------------------------------------------------|
|     |             |           |                                   | CTY BM-71 elev.122.34(NGVD29)<br>elev.124.48(NAVD88) |
|     |             |           |                                   | (SEE SHEET NO.1)                                     |
|     |             |           |                                   |                                                      |
|     |             |           |                                   |                                                      |

LISA BARBER MATTOS RCE# 44852

|                        |
|------------------------|
| PLOT DATE:<br>01-22-21 |
|------------------------|

| SCALE      | drafted by: R.E.    |
|------------|---------------------|
| horiz: N/A | designed by: L.B.M. |
| vert: N/A  | checked by: S.F.L   |
| 1/2021     | 609                 |
| date       | field book          |



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EROSION & SEDIMENT CONTROL & HYDROSEED NOTES  
SIERRA VISTA VILLAGE FD-10 - MASS GRADE  
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA

|                                                       |
|-------------------------------------------------------|
| SHEET<br>10 OF 11<br>SHEETS<br>20-06-24<br>JOB NUMBER |
|-------------------------------------------------------|

2006024-MG-GRD-EC-DET-NTSZ



AIR QUALITY  
MM 4.4-1 DUST AND CONSTRUCTION CONTROL MEASURES

IN ACCORDANCE WITH THE PCAPCD, THE APPLICANT SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS AS LISTED ABOVE (E.G., RULE 202, 218 AND 228). IN ADDITION, AT THE TIME OF TENTATIVE MAP THE APPLICANT(S) SHALL IMPLEMENT A MINIMUM OF FIVE (5) OF THE FOLLOWING MEASURES UNLESS SUPERSEDED BY STATE OR OTHER MORE STRINGENT STANDARDS:

THE FOLLOWING MITIGATION MEASURES SHALL BE IMPLEMENTED TO REDUCE SHORT-TERM CONSTRUCTION-RELATED AIR QUALITY IMPACTS. IN ADDITION, DUST CONTROL MEASURES ARE REQUIRED TO BE IMPLEMENTED BY ALL PROJECTS IN ACCORDANCE WITH THE CITY OF ROSEVILLE GRADING ORDINANCE, AND THE PCAPCD FUGITIVE DUST RULE 228.

- APPLICANT SHALL SUBMIT TO PCAPCD A CONSTRUCTION EMISSION / DUST CONTROL PLAN WITHIN 30 DAYS PRIOR TO GROUNDBREAKING. IF THE PCAPCD DOES NOT RESPOND WITHIN 20 DAYS, THE PLAN SHALL BE CONSIDERED APPROVED. THE PLAN MUST ADDRESS THE MINIMUM REQUIREMENTS FOUND IN SECTION 300 AND 400 OF DISTRICT RULE 228, FUGITIVE DUST (WWW.PLACER.CA.GOV/AIR/POLLUTION/AIRPOLLUT.LINK). THE APPLICANT SHALL KEEP A HARD OR ELECTRONIC COPY OF RULE 228, FUGITIVE DUST ON-SITE FOR REFERENCE.
- THE CONSTRUCTION EMISSION/DUST CONTROL PLAN SHALL INCLUDE A COMPREHENSIVE INVENTORY (I.E. MAKE, MODEL, YEAR, EMISSION RATING) OF ALL HEAVY-DUTY OFF-ROAD EQUIPMENT (50 HORSEPOWER (HP) OR GREATER) THAT WILL BE USED AN AGGREGATE OF 40 OR MORE HOURS FOR THE CONSTRUCTION PROJECT. THE PROJECT REPRESENTATIVE SHALL PROVIDE PCAPCD WITH THE ANTICIPATED CONSTRUCTION TIMELINE INCLUDING START DATE, AND NAME AND PHONE NUMBER OF THE PROJECT MANAGER AND ON-SITE FOREMAN. THE PLAN SHALL DEMONSTRATE THAT THE HEAVY-DUTY (> 50 HP) OFF-ROAD VEHICLES TO BE USED IN THE CONSTRUCTION PROJECT, INCLUDING OWNED, LEASED AND SUBCONTRACTOR VEHICLES, WILL ACHIEVE A PROJECT WIDE FLEET-AVERAGE 20% NOX REDUCTION AND 45% PARTICULATE REDUCTION COMPARED TO THE MOST RECENT ARB FLEET AVERAGE. PCAPCD SHALL BE CONTACTED FOR AVERAGE FLEET EMISSION DATA. ACCEPTABLE OPTIONS FOR REDUCING EMISSIONS MAY INCLUDE USE OF LATE MODEL ENGINES, LOW-EMISSION DIESEL PRODUCTS, ALTERNATIVE FUELS, ENGINE RETROFIT TECHNOLOGY, AFTER-TREATMENT PRODUCTS, AND/OR OTHER OPTIONS AS THEY BECOME AVAILABLE. CONTRACTORS CAN ACCESS THE SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT'S WEB SITE TO DETERMINE IF THEIR OFF-ROAD FLEET MEETS THE REQUIREMENTS LISTED IN THIS MEASURE (HTTP://WWW.AIRQUALITY.ORG/CEQA/CONSTRUCTION\_MITIGATION\_CALCULATOR.XLS).

THE FOLLOWING MEASURES ARE ALSO INCLUDED TO REDUCE CONSTRUCTION-RELATED ROG, NOX, PM10 AND PM2.5 EMISSIONS:

- ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED IN GOOD OPERATING CONDITION. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION EQUIPMENT IS BEING PROPERLY SERVICED AND MAINTAINED AS PER THE MANUFACTURER'S SPECIFICATIONS. MAINTENANCE RECORDS SHALL BE AVAILABLE AT THE CONSTRUCTION SITE FOR VERIFICATION. THIS MEASURE WILL REDUCE COMBUSTION EMISSIONS OF ALL CRITERIA AIR POLLUTANTS.
- PRIOR TO THE ISSUANCE OF ANY GRADING PERMITS, ALL APPLICANTS SHALL SUBMIT CONSTRUCTION PLANS DENOTING THE PROPOSED SCHEDULE AND PROJECTED EQUIPMENT USE. CONSTRUCTION CONTRACTORS SHALL PROVIDE EVIDENCE THAT LOW EMISSION MOBILE CONSTRUCTION WILL BE USED, OR THAT THEIR USE WAS INVESTIGATED AND FOUND TO BE INFEASIBLE FOR THE PROJECT. LOW EMISSION EQUIPMENT IS DEFINED AS MEETING THE CALIFORNIA AIR RESOURCES BOARD'S TIER III STANDARDS. CONTRACTORS SHALL ALSO CONFORM TO ANY CONSTRUCTION MEASURES IMPOSED BY THE PCAPCD AS WELL AS CITY PLANNING STAFF. THIS MEASURE WILL PRIMARILY REDUCE ROG, NOX, PM10, AND PM2.5 EXHAUST EMISSIONS.
- PAINTS AND COATING SHALL BE APPLIED EITHER BY HAND OR BY HIGH VOLUME, LOW-PRESSURE SPRAY. THIS MEASURE WILL REDUCE EVAPORATIVE ROG EMISSIONS.
- ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING MEASURES TO REDUCE FUGITIVE DUST RELATED EMISSIONS OF PM10 AND PM2.5:
  - MAINTAIN A MINIMUM 24-INCH FEEBOARD ON SOIL HAUL TRUCKS OR COVER PAYLOADS USING TARPS OR OTHER SUITABLE MEANS,
  - SUSPEND GRADING OPERATIONS DURING HIGH WINDS (GREATER THAN 15 MPH).
  - SWEEP STREETS AS NECESSARY IF SILT IS CARRIED OFF-SITE TO ADJACENT PUBLIC THOROUGHFARES OR OCCURS AS A RESULT OF HAULING.
  - DISPOSE OF SURPLUS EXCAVATED MATERIAL IN ACCORDANCE WITH LOCAL ORDINANCES AND USE SOUND ENGINEERING PRACTICES.
  - SCHEDULE ACTIVITIES TO MINIMIZE THE AMOUNTS OF EXPOSED EXCAVATED SOIL DURING AND AFTER THE END OF WORK PERIODS.
  - PHASE GRADING INTO SMALLER AREAS TO PREVENT THE SUSCEPTIBILITY OF LARGER AREAS TO EROSION OVER EXTENDED PERIODS OF TIME.
  - PAVE OR APPLY GRAVEL TO ANY ON-SITE HAUL ROADS.
  - REESTABLISH GROUND COVER ON THE CONSTRUCTION SITE THROUGH SEEDING AND WATER.
  - CLEAN EARTH MOVING CONSTRUCTION EQUIPMENT WITH WATER OR SWEEP CLEAN, ONCE PER DAY, OR AS NECESSARY (E.G., WHEN MOVING ONSITE), CONSISTENT WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM BEST MANAGEMENT PRACTICES AND THE ROSEVILLE GRADING ORDINANCE. WATER SHALL BE APPLIED TO CONTROL DUST AS NEEDED TO PREVENT DUST IMPACTS OFFSITE. OPERATIONAL WATER TRUCK(S), SHALL BE ON-SITE, AS REQUIRED, TO CONTROL FUGITIVE DUST. CONSTRUCTION VEHICLES LEAVING THE SITE SHALL BE CLEANED, AS NEEDED, TO PREVENT DUST, SILT, MUD, AND DIRT FROM BEING RELEASED OR TRACKED OFF-SITE.
  - SPREAD SOIL BINDERS ON UNPAVED ROADS AND EMPLOYEE/EQUIPMENT PARKING AREAS. SOIL BINDERS SHALL BE NON-TOXIC IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. APPLY APPROVED CHEMICAL SOIL STABILIZERS, OR VEGETATED MATS, ETC. ACCORDING TO MANUFACTURERS' SPECIFICATIONS, TO ALL-INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS WHICH REMAIN INACTIVE FOR 96 HOURS).
  - MINIMIZE DIESEL IDLING TIME TO A MAXIMUM OF FIVE MINUTES.
  - UTILIZE EXISTING POWER SOURCES (E.G., POWER POLES) OR CLEAN FUEL GENERATORS RATHER THAN TEMPORARY DIESEL POWER GENERATORS, IF FEASIBLE.
  - AN APPLICANT REPRESENTATIVE, ARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE), SHALL ROUTINELY (I.E. ONCE PER WEEK) EVALUATE PROJECT RELATED OFF-ROAD AND HEAVY-DUTY ON-ROAD EQUIPMENT FOR COMPLIANCE WITH THIS REQUIREMENT FOR PROJECTS GRADING MORE THAN 20 ACRES IN SIZE, REGARDLESS OF HOW MANY ACRES ARE TO BE DISTURBED DAILY.
  - CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED THE PCAPCD VISIBLE EMISSIONS RULE 202. FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND PROPERTY BOUNDARY AT ANY TIME. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS.

THE CITY OF ROSEVILLE IS CURRENTLY WORKING WITH THE PLACER COUNTY POLLUTION CONTROL DISTRICT TO UPDATE THE STANDARD MITIGATION MEASURES. THE FOLLOWING MEASURES WILL LIKELY BE REQUIRED AT THE TIME SPECIFIC DEVELOPMENT IS PROPOSED.

NEW STANDARD CONDITION OF APPROVAL (FOR ALL PROJECTS):

THE PROJECT SHALL COMPLY WITH ALL APPLICABLE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT RULES AND REGULATIONS, AND SHALL OBTAIN APPLICABLE PERMITS AND/OR CLEARANCES FROM THE DISTRICT PRIOR TO THE START OF CONSTRUCTION.

THE FOLLOWING AIR QUALITY NOTES SHALL BE ADDED TO THE GRADING AND/OR IMPROVEMENT PLANS:

- THE CONTRACTOR SHALL USE CARB ULTRA-LOW SULFUR DIESEL FUEL FOR ALL DIESEL-POWERED EQUIPMENT. IN ADDITION, LOW SULFUR FUEL SHALL BE UTILIZED FOR ALL STATIONARY EQUIPMENT. (CALIFORNIA STANDARDS FOR MOTOR VEHICLE DIESEL FUEL, TITLE 13, ARTICLE 4.8, CHAPTER 9, CALIFORNIA CODE OF REGULATIONS).
- PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS ARE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (RULE 501)
- PURSUANT TO THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT RULE 501, GENERAL PERMIT REQUIREMENTS, THE PROPOSED PROJECT MAY NEED A PERMIT FROM THE DISTRICT PRIOR TO CONSTRUCTION. IN GENERAL, ANY ENGINE GREATER THAN 50 BRAKE HORSEPOWER OR ANY BOILER WITH HEAT GREATER THAN 1,000,000 BTU PER HOUR SHALL REQUIRE A PERMIT ISSUED BY THE DISTRICT. (RULE 501)

- ALL ON-SITE STATIONARY EQUIPMENT WHICH IS CLASSIFIED AS 50 HP OR GREATER SHALL EITHER OBTAIN A STATE ISSUED PORTABLE EQUIPMENT PERMIT OR A PLACER COUNTY APCD ISSUED PORTABLE EQUIPMENT PERMIT. (CALIFORNIA PORTABLE EQUIPMENT REGISTRATION PROGRAM, SECTION 2452).
- THE CONTRACTOR SHALL UTILIZE EXISTING POWER SOURCES (E.G., POWER POLES) OR CLEAN FUEL GENERATORS RATHER THAN TEMPORARY DIESEL POWER GENERATORS IF FEASIBLE.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL MINIMIZE IDLING TIME TO A MAXIMUM OF 5 MINUTES FOR ALL DIESEL POWERED EQUIPMENT.
- DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (RULE 228 / SECTION 401.2)

CONTACT THE APCD PRIOR TO THE NEW EQUIPMENT BEING UTILIZED. AT LEAST THREE BUSINESS DAYS PRIOR TO THE USE OF SUBJECT HEAVY-DUTY OFF-ROAD EQUIPMENT, THE PROJECT REPRESENTATIVE SHALL PROVIDE THE DISTRICT WITH THE ANTICIPATED CONSTRUCTION TIMELINE INCLUDING START DATE, AND NAME AND PHONE NUMBER OF THE PROPERTY OWNER, PROJECT MANAGER, AND ON-SITE FOREMAN.

- PRIOR TO APPROVAL OF GRADING/IMPROVEMENT PLANS, THE APPLICANT SHALL PROVIDE A PLAN TO THE PLACER COUNTY APCD FOR APPROVAL BY THE DISTRICT DEMONSTRATING THAT THE HEAVY-DUTY (> 50 HORSEPOWER) OFF-ROAD VEHICLES TO BE USED IN THE CONSTRUCTION PROJECT, INCLUDING OWNED, LEASED AND SUBCONTRACTOR VEHICLES, WILL ACHIEVE A PROJECT WIDE FLEET-AVERAGE 20 PERCENT NOX REDUCTION AND 45 PERCENT PARTICULATE REDUCTION COMPARED TO THE MOST RECENT CARB FLEET AVERAGE. ACCEPTABLE OPTIONS FOR REDUCING EMISSIONS MAY INCLUDE USE OF LATE MODEL ENGINES, LOW-EMISSION DIESEL PRODUCTS, ALTERNATIVE FUELS, ENGINE RETROFIT TECHNOLOGY, AFTER-TREATMENT PRODUCTS, AND/OR OTHER OPTIONS AS THEY BECOME AVAILABLE.
- INCLUDE THE FOLLOWING STANDARD NOTE ON THE IMPROVEMENT/GRADING PLAN: IF REQUIRED BY THE PUBLIC WORKS DEPARTMENT, THE CONTRACTOR SHALL HOLD A PRE-CONSTRUCTION MEETING PRIOR TO GRADING ACTIVITIES. THE CONTRACTOR SHALL INVITE THE PLACER COUNTY APCD TO THE PRE-CONSTRUCTION MEETING IN ORDER TO DISCUSS THE CONSTRUCTION EMISSION/DUST CONTROL PLAN WITH EMPLOYEES AND/OR CONTRACTORS.
- DIESEL TRUCKS SHALL BE PROHIBITED FROM IDLING MORE THAN FIVE MINUTES. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL SHOW THAT ALL TRUCK LOADING AND UNLOADING DOCKS SHALL BE EQUIPPED WITH ONE 110/208 VOLT POWER OUTLET FOR EVERY TWO DOCK DOORS. DIESEL TRUCKS IDLING FOR MORE THAN FIVE MINUTES SHALL BE REQUIRED TO CONNECT TO THE 110/208 VOLT POWER TO RUN ANY AUXILIARY EQUIPMENT. 2'X3' SIGNAGE WHICH INDICATES "DIESEL ENGINE IDLING LIMITED TO A MAXIMUM OF 5 MINUTES" SHALL BE SHOWN ON THE BUILDING ELEVATIONS AND SHALL BE SUBMITTED TO THE PLACER COUNTY APCD PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE PROJECT.
- PRIOR TO APPROVAL OF IMPROVEMENT PLANS, AN ENFORCEMENT PLAN SHALL BE ESTABLISHED, AND SUBMITTED TO THE APCD FOR REVIEW, IN ORDER TO EVALUATE PROJECT-RELATED ON-AND-OFF-ROAD HEAVY-DUTY VEHICLE ENGINE EMISSION OPACITIES ON A WEEKLY BASIS, USING STANDARDS AS DEFINED IN CALIFORNIA CODE OF REGULATIONS, TITLE 13, SECTIONS 2180 - 2194. AN ENVIRONMENTAL COORDINATOR, HIRED BY THE PRIME CONTRACTOR OR PROPERTY OWNER, AND WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE), SHALL ROUTINELY EVALUATE PROJECT RELATED OFF-ROAD AND HEAVY DUTY ON-ROAD EQUIPMENT EMISSIONS FOR COMPLIANCE WITH THIS REQUIREMENT. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (CALIFORNIA CODE OF REGULATIONS, TITLE 13, SECTIONS 2180 - 2194).

MM 4.6-1 CONSTRUCTION NOISE REDUCTION

- MM 4.6-1(A):** CONSTRUCTION ACTIVITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF ROSEVILLE NOISE ORDINANCE.
- MM4.6-1(B):** LOCATE FIXED CONSTRUCTION EQUIPMENT SUCH AS COMPRESSORS AND GENERATORS AS FAR AS POSSIBLE FROM SENSITIVE RECEPTORS. SHROUD OR SHIELD ALL IMPACT TOWS, AND MUFFLE OR SHIELD ALL IN-TAKE AND EXHAUST PORTS ON POWER CONSTRUCTION EQUIPMENT.
- MM 4.6-1(C):** DESIGNATE A CONSTRUCTION DISTURBANCE COORDINATOR AND CONSPICUOUSLY POST THE COORDINATOR'S CONTACT INFORMATION AROUND THE PROJECT SITE AND IN ADJACENT PUBLIC SPACES. THE DISTURBANCE COORDINATOR WILL RECEIVE ALL PUBLIC COMPLAINTS ABOUT CONSTRUCTION NOISE DISTURBANCES, AND WILL BE RESPONSIBLE FOR DETERMINING THE CAUSE OF THE COMPLAINT, AND IMPLEMENTING ANY FEASIBLE MEASURES TO BE TAKEN TO ALLEVIATE THE PROBLEM.
- MM 4.6-1(D):** WELL DRILLING SHALL OCCUR PRIOR TO CONSTRUCTION OF THE ADJACENT SUBDIVISION, TO THE EXTENT FEASIBLE. IF CONSTRUCTION TIMING FOR THE WELLS OCCURS AFTER SUBDIVISION CONSTRUCTION, THEN MEASURES TO REDUCE NOISE SHALL INCLUDE; HANGING FLEXIBLE SOUND CONTROL CURTAINS AROUND THE DRILLING APPARATUS, AND THE DRILL RIG, TO THE DEGREE FEASIBLE, AS DETERMINED BY THE ENVIRONMENTAL UTILITIES DIRECTOR, IF LOCATED WITHIN 1,000- FEET OF AN OCCUPIED RESIDENCE.

MM 4.6-2 & 4.4-1 COMMERCIAL NOISE CONTROLS:

- IN GENERAL, WHERE COMMERCIAL LAND USES ADJOIN RESIDENTIAL PROPERTY LINES, THE FOLLOWING MEASURES SHOULD BE INCLUDED IN THE DESIGN OF THE COMMERCIAL USE. IF THE PRIMARY NOISE SOURCES ARE PARKING LOT NOISE, HVAC EQUIPMENT AND LIGHT TRUCK DELIVERIES, THEN 6-7 FOOT TALL MASONRY WALLS SHALL BE CONSTRUCTED TO PROVIDE ADEQUATE ISOLATION OF PARKING LOT AND DELIVERY TRUCK ACTIVITIES. HVAC EQUIPMENT SHALL BE LOCATED EITHER AT GROUND LEVEL, OR WHEN LOCATED ON ROOF-TOPS THE BUILDING FACADES SHALL INCLUDE PARAPETS FOR SHIELDING.
- WHERE COMMERCIAL USES ADJOIN COMMON RESIDENTIAL PROPERTY LINES, AND LOADING DOCKS OR TRUCK CIRCULATION ROUTES FACE THE RESIDENTIAL AREAS, THE FOLLOWING MITIGATION MEASURES SHALL BE INCLUDED IN THE PROJECT DESIGN:
  - LOADING DOCKS AND TRUCK DELIVERY AREAS SHALL MAINTAIN A MINIMUM DISTANCE OF 30 FEET FROM RESIDENTIAL PROPERTY LINES;
  - PROPERTY LINE BARRIERS SHALL BE 6 TO 8 FEET IN HEIGHT. CIRCULATION ROUTES FOR TRUCKS SHOULD BE LOCATED A MINIMUM OF 30- FEET FROM RESIDENTIAL PROPERTY LINES;
  - ALL HEATING, COOLING AND VENTILATION EQUIPMENT SHALL BE LOCATED WITHIN MECHANICAL ROOMS WHERE POSSIBLE;
  - ALL HEATING, COOLING AND VENTILATION EQUIPMENT SHALL BE SHIELDED FROM VIEW WITH SOLID BARRIERS;
  - EMERGENCY GENERATORS SHALL COMPLY WITH THE LOCAL NOISE CRITERIA AT THE NEAREST NOISE-SENSITIVE RECEPTORS.

IN CASES WHERE LOADING DOCKS OR TRUCK DELIVERY CIRCULATION ROUTES ARE LOCATED LESS THAN 100 FEET FROM RESIDENTIAL PROPERTY LINES, AN ACOUSTICAL EVALUATION SHALL BE SUBMITTED TO VERIFY COMPLIANCE WITH THE CITY OF ROSEVILLE NOISE LEVEL PERFORMANCE STANDARDS.

MM 4.6-4: TRAFFIC NOISE ATTENUATION

**MM 4.6-4(A):** MASONRY WALLS AND/OR LANDSCAPED BERMS SHALL BE CONSTRUCTED ALONG THE MAJOR PROJECT-AREA ROADWAYS ADJACENT TO PROPOSED RESIDENTIAL USES IF ACOUSTICAL STUDIES WARRANT SOUND ATTENUATION, OTHERWISE STANDARD WOOD FENCING IS ACCEPTABLE. DRAFT EIR TABLE 4.6-10 DATA SHALL BE CONSULTED TO DETERMINE APPROPRIATE BARRIER HEIGHTS. IF THE ASSUMPTIONS SHOWN IN TABLE 4.6-10 VARY CONSIDERABLY, A DETAILED ANALYSIS OF EXTERIOR AND INTERIOR MITIGATION MEASURES SHOULD BE CONDUCTED WHEN TENTATIVE MAPS BECOME AVAILABLE.

**MM 4.6-4(B):** IN AREAS REQUIRING SOUND ATTENUATION, NOISE BARRIER WALLS SHALL BE CONSTRUCTED OF CONCRETE PANELS, CONCRETE MASONRY UNITS, EARTHEN BERMS, OR ANY COMBINATION OF THESE MATERIALS. WOOD IS NOT RECOMMENDED FOR CONSTRUCTION DUE TO EVENTUAL WARPING AND DEGRADATION OF ACOUSTICAL PERFORMANCE.

MM 4.6-4(C): TENTATIVE MAP APPLICATIONS FOR RESIDENTIAL USES LOCATED ALONG FIDDMYND ROAD WOULD BE REQUIRED TO INCLUDE AN ANALYSIS OF INTERIOR NOISE LEVELS. THE REPORT SHALL BE CONDUCTED BY A QUALIFIED ACOUSTICAL ENGINEER AND SHALL SPECIFY THE MEASURES REQUIRED TO ACHIEVE COMPLIANCE WITH THE CITY OF ROSEVILLE 45 DB LDN INTERIOR NOISE LEVEL STANDARD.

MM 4.7-13 RIPARIAN HABITAT POLICIES

- TO PROTECT RIPARIAN VEGETATION WITHIN THE SOI AMENDMENT AREA SVSP AND URBAN RESERVE AREAS, THE FOLLOWING POLICIES SHALL BE IMPLEMENTED:
- THE PROJECT APPLICANT SHALL PROVIDE FOR TEMPORARY FENCING ALONG THE TOP OF THE BANK DURING CONSTRUCTION OF THOSE AREAS OF THE PROPOSED PROJECT ADJACENT TO RIPARIAN HABITAT TO DISCOURAGE ACCESS TO THE RIPARIAN HABITAT BY HUMANS AND PETS.
  - THE PROJECT APPLICANT SHALL PROVIDE FOR PERMANENT FENCING AND/OR A LANDSCAPE BARRIER TO DISCOURAGE ACCESS TO THE RIPARIAN HABITAT BY HUMANS AND PETS. THE FENCING AND/OR LANDSCAPE BARRIER SHALL BE PLACED AT THE TOP OF THE BANK OF THE CREEKS ALONG THOSE PORTIONS OF THE SITE ADJACENT TO RIPARIAN HABITAT. THE PROPOSED RECREATION TRAIL SHALL BE ON THE PROJECT SITE SIDE OF THE FENCE/LANDSCAPE BARRIER. THE FENCING AND/OR LANDSCAPE BARRIER SHALL BE CONSTRUCTED OF WOOD OR OTHER NATURAL MATERIALS AND SHALL ALLOW FOR THE VIEWING OF THE RIPARIAN HABITAT WHILE DISCOURAGING ACCESS.
  - INTERPRETIVE SIGNS AND DISPLAYS SHALL BE POSTED ALONG THE BORDER OF THE RIPARIAN AREA TO EDUCATE THE PUBLIC AND ROUTE ACCESS AWAY FROM SENSITIVE AREAS. THESE INFORMATIVE SIGNS WILL BE POSTED AT REGULAR INTERVALS APPROPRIATE FOR THE CITY OF ROSEVILLE PARKS AND RECREATION DIRECTOR ALONG THE BORDER WITH INFORMATION REGARDING THE OBJECTIVES OF CREEK AND RIPARIAN HABITAT PROTECTION. SIGNS SHOULD ALSO INCLUDE INFORMATION REGARDING THE IMPORTANCE OF RESTRICTING ACCESS TO THE RIPARIAN AREA BY HOUSEHOLD PETS. SUCH SIGNS WILL BE MADE OF WOOD OR SIMILAR NATURAL MATERIAL, AND BE MAINTAINED BY THE APPLICANT.
  - LIGHTING ADJACENT TO RIPARIAN BUFFERS SHOULD BE SHIELDED AWAY FROM THE RIPARIAN AREAS.
- USE LOW-GLARE MATERIALS FOR NEW DEVELOPMENT**
- IN ORDER TO REDUCE THE EFFECTS OF DAYTIME GLARE FROM DEVELOPMENT OF COMMERCIAL OR OFFICE USES WITHIN THE SVSP AREA, BUILDING DEVELOPERS SHOULD MAKE USE, WHEN FEASIBLE, OF LOW-GLARE MATERIALS.

VEGETATION AND WILDLIFE

MM 4.8-1 (A): ENSURE NO NET LOSS OF WETLANDS

CONSISTENT WITH THE CLEAN WATER ACT AND THE CITY OF ROSEVILLE GENERAL PLAN, THE SVSP SHALL ACHIEVE NO NET LOSS OF WETLANDS. AS USED HERE, "NO NET LOSS OF WETLANDS" MEANS NO NET LOSS OF WETLANDS ACREAGE, VALUES AND FUNCTION, AND SHALL ACCOUNT FOR ALL WETLANDS IMPACTED BY THE PROJECT, BOTH DIRECTLY (E.G., FILLED OR DRAINED) AND INDIRECTLY (E.G., FROM POLLUTED AND ACCELERATED RUNOFF, DAMAGE CAUSED BY HUMAN OR DOMESTIC ANIMAL ACCESS, OR ALTERATION OF ASSOCIATED UPLANDS IN A MANNER THAT ADVERSELY AFFECTS WETLAND VALUES AND FUNCTIONS). NO NET LOSS MAY BE ACHIEVED THROUGH ONSITE AVOIDANCE WHERE PRACTICABLE AND DESIRABLE, ONSITE WETLAND CONSTRUCTION WHERE PRACTICABLE AND DESIRABLE, AND/OR OFF-SITE WETLAND CONSTRUCTION, OFF-SITE WETLAND RESTORATION, AND OFF-SITE ACQUISITION AND PRESERVATION WHERE APPROVED BY THE PERMITTING AGENCIES. RESTORATION OF WETLAND HABITATS IS PREFERRED TO WETLAND CREATION. TO THE EXTENT THAT RESTORED WETLANDS REQUIRE SURROUNDING UPLANDS TO FUNCTION PROPERLY, RESTORED WETLANDS SHALL BE LOCATED AMIDST SUFFICIENT AMOUNTS OF SURROUNDING UPLANDS TO ALLOW THE WETLANDS TO FUNCTION PROPERLY.

THE CLEAN WATER ACT SECTION 404 PERMIT PROCESS (INCLUDING SECTION 7 CONSULTATION UNDER FESA) IS THE STANDARD METHOD FOR DEVELOPING MITIGATION FOR PROJECTS THAT AFFECT WETLANDS AND VERNAL POOL SPECIES SUCH AS SPECIAL-STATUS PLANTS, VERNAL POOL CRUSTACEANS, AND WESTERN SPADEFOOTS. THROUGH THIS PROCESS, PROJECT APPLICANTS WILL BE REQUIRED TO ACQUIRE THE NECESSARY PERMITS AND APPROVALS TO IMPLEMENT THEIR PROPOSED PROJECT WHILE REMAINING IN COMPLIANCE WITH THE CLEAN WATER ACT AND FESA. IF A 404 PERMIT IS NOT OBTAINED, THE SVSP PROJECT WILL NOT BE ISSUED GRADING PERMIT. THE OBLIGATION TO OBTAIN THIS PERMIT WILL ENSURE NO NET LOSS TO FEDERALLY PROTECTED WETLANDS. EVEN AFTER OBTAINING SUCH A PERMIT, HOWEVER, THE APPLICANTS MUST DEMONSTRATE TO THE CITY'S PLANNING DIRECTOR THAT THEY HAVE ALSO ACHIEVED NO NET LOSS OF WETLANDS. MITIGATION SHALL CONSIST OF A COMBINATION OF THE PRESERVATION OF ON-SITE VERNAL POOL HABITAT AND THE ACQUISITION OF OFF-SITE PROPERTY WITH EXISTING VERNAL POOL HABITAT FOR PRESERVATION.

ADDITIONALLY, MITIGATION SHALL INCLUDE OFF-SITE CREATION AND/OR RESTORATION OF VERNAL POOL HABITAT, AND/OR PARTIATION IN A CREDIT PROGRAM FROM A WETLANDS MITIGATION BANK APPROVED BY THE CORPS AND USFWS. THESE BANKS CHARGE FEES IN EXCHANGE FOR CREDITS THAT ARE BASED UPON THE MITIGATION OBLIGATION OF THE APPLICANT. THE FEE IS USED FOR WETLANDS THAT HAVE BEEN RESTORED, CREATED, ENHANCED, AND/OR PRESERVED AT AN ESTABLISHED MITIGATION BANK. THE CREDITS SHALL BE IN DIRECT PROPORTION TO THE WETLAND IMPACTS RESULTING FROM THE PROJECT. THE PROJECT APPLICANTS HAVE IDENTIFIED APPROPRIATE OFF-SITE MITIGATION AS SHOWN IN FIGURE 4.8-3. THIS RESTORATION COUPLED WITH ON-SITE CREATION WILL BE A COMPONENT OF THE REQUIRED COMPENSATION FOR THE PROJECT. ALL WETLAND RESTORATION AND CREATION SHALL BE CONDUCTED IN A MANNER CONSISTENT WITH APPLICABLE CORPS OF ENGINEERS AND USFWS MITIGATION GUIDELINES AND POLICIES.

MM 4.8-3 AVOID NESTING SITES

TO ENSURE THAT FULLY PROTECTED BIRD AND RAPTOR SPECIES ARE NOT INJURED OR DISTURBED BY CONSTRUCTION IN THE VICINITY OF NESTING HABITAT, THE PROJECT APPLICANT SHALL IMPLEMENT THE FOLLOWING MEASURES:

- RAPTORS
- WHEN FEASIBLE, ALL TREE REMOVAL SHALL OCCUR BETWEEN AUGUST 30TH AND FEBRUARY 15TH TO AVOID THE BREEDING SEASON OF ANY RAPTOR SPECIES THAT COULD BE USING THE AREA, AND TO DISCOURAGE HAWKS FROM NESTING IN THE VICINITY OF AN UPCOMING CONSTRUCTION AREA.
  - FOR SWAINSON'S HAWK, IF AVOIDANCE OF TREE REMOVAL OUTSIDE THE BREEDING SEASON IS NOT FEASIBLE, AND A NEST IS PRESENT, THE APPLICANTS WOULD BE REQUIRED TO OBTAIN A 2081 PERMIT FROM CDFG TO MITIGATE FOR POTENTIAL "TAKE" UNDER CESA. IF NO NESTING IS OCCURRING, A TAKE PERMIT WOULD NOT BE REQUIRED.
  - PRIOR TO THE BEGINNING OF MASS GRADING, INCLUDING GRADING FOR MAJOR INFRASTRUCTURE IMPROVEMENTS, DURING THE PERIOD BETWEEN FEBRUARY 15TH AND AUGUST 30TH, ALL TREES AND POTENTIAL BURROWING OWL HABITAT WITHIN 350 FEET OF ANY GRADING OR EARTHMOVING ACTIVITY SHALL BE SURVEYED FOR ACTIVE RAPTOR NESTS OR BURROWS BY A QUALIFIED BIOLOGIST NO MORE THAN 30-DAYS PRIOR TO DISTURBANCE. IF ACTIVE RAPTOR NESTS OR BURROWS ARE FOUND, AND THE SITE IS WITHIN 350- FEET OF POTENTIAL CONSTRUCTION ACTIVITY, A HIGHLY VISIBLE TEMPORARY FENCE SHALL BE ERCTED AROUND THE TREE OR BURROW(S) AT A DISTANCE OF UP TO 350- FEET, DEPENDING ON THE SPECIES, FROM THE EDGE OF THE CANOPY TO PREVENT CONSTRUCTION DISTURBANCE AND INTRUSIONS ON THE NEST AREA.
  - PRE-CONSTRUCTION AND NON-BREEDING SEASON EXCLUSION MEASURES SHALL BE DEVELOPED IN CONSULTATION WITH CDFG, AND SHALL PRECLUDE BURROWING OWL OCCUPATION OF THE PORTIONS OF THE PROJECT SITE SUBJECT TO DISTURBANCE SUCH AS GRADING. BURROWING OWLS MAY BE PASSIVELY EXCLUDED FROM BURROWS IN CONSTRUCTION AREAS BY PLACING ONE-WAY DOORS IN THE BURROWS ACCORDING TO CDFG PROTOCOL. THE ONE-WAY DOORS MUST BE IN PLACE FOR A MINIMUM OF THREE DAYS. ALL BURROWS THAT MAY BE OCCUPIED BY BURROWING OWLS REGARDLESS OF WHETHER THEY EXHIBIT SIGNS OF OCCUPATION MUST BE CLEARED WITH THE ONE WAY DOORS. BURROWS THAT HAVE BEEN CLEARED THROUGH THE USE OF THE ONE-WAY DOORS SHALL THEN BE CLOSED OR BACKFILLED TO PREVENT OWLS FROM ENTERING THE BURROW.
  - NO CONSTRUCTION VEHICLES SHALL BE PERMITTED WITHIN RESTRICTED AREAS (I.E., RAPTOR PROTECTION ZONES) UNLESS DIRECTLY RELATED TO THE MANAGEMENT OR PROTECTION OF THE LEGALLY PROTECTED SPECIES.
  - IF A LEGALLY PROTECTED SPECIES NEST IS LOCATED IN A TREE DESIGNATED FOR REMOVAL, THE REMOVAL SHALL BE DEFERRED UNTIL AFTER AUGUST 30TH OR UNTIL THE ADULTS AND YOUNG OF THE YEAR ARE NO LONGER DEPENDENT ON THE NEST SITE AS DETERMINED BY A QUALIFIED BIOLOGIST.

BLACK RAILS AND TRI-COLORED BLACKBIRDS

PRIOR TO EARTH MOVING THAT WOULD DISTURB MARSH HABITAT, A QUALIFIED BIOLOGIST SHALL CONDUCT SURVEYS TO DETERMINE THE PRESENCE OF THE CALIFORNIA BLACK RAIL. IF EITHER OF THESE SPECIES IS FOUND, ALL EARTH MOVING WITHIN 250 FEET SHALL STOP AND MEASURES, INCLUDING ESTABLISHING AND PROTECTING BURROWS ALONG BOTH SIDES OF CURRY CREEK DURING THE NESTING SEASON (GENERALLY FEBRUARY 1 THROUGH AUGUST 31ST) SHALL BE IMPLEMENTED.

ROOKERIES

NO HERON ROOKERIES ARE PRESENT WITHIN THE PLAN AREA. PRIOR TO EARTHMOVING THAT WOULD DISTURB MARSH HABITAT OR TREE REMOVAL OF THE EUCALYPTUS GROVE, PRE-CONSTRUCTION SURVEYS SHOULD BE CONDUCTED TO VERIFY THAT NO ROOKERIES HAVE BEEN ESTABLISHED. IF ROOKERIES ARE PRESENT ALL EARTH MOVING WITHIN 250- FEET SHALL STOP, DURING THE BREEDING SEASON.

MM 4.8-7 OFF-SITE SURVEYS

PRIOR TO CONSTRUCTION OF ANY OFF-SITE INFRASTRUCTURE, A QUALIFIED BIOLOGIST SHALL PERFORM DETAILED, AND IF NECESSARY, FOCUSED BIOLOGICAL SURVEYS OF ANY UNDISTURBED AREAS THAT WOULD BE AFFECTED BY INFRASTRUCTURE DEVELOPMENT. BECAUSE INFRASTRUCTURE FOR THE PROPOSED PROJECT WOULD BE LOCATED IN ROAD RIGHT-OF-WAY, OR UNDEVELOPED LAND SIMILAR TO THE PROJECT SITE, THE BIOLOGICAL RESOURCES THAT WOULD BE EXPECTED TO OCCUR WOULD NOT DIFFER SUBSTANTIALLY FROM THOSE IDENTIFIED IN THIS EIR. IF IT IS DETERMINED THAT WETLAND RESOURCES OR SENSITIVE SPECIES WOULD BE IMPACTED MM 4.8-1 AND MM 4.8-2 SHALL BE IMPLEMENTED, AS APPROPRIATE TO THE RESOURCE. IF IT IS DETERMINED THAT ACTIVE NESTS EXIST WITHIN THE OFF-SITE IMPROVEMENT LOCATION, MM 4.8-3 SHALL BE IMPLEMENTED AS APPROPRIATE TO THE SPECIES. IF IT IS DETERMINED THE OFF-SITE IMPROVEMENT IS LOCATED WITHIN OR ADJACENT TO A WILDLIFE MOVEMENT CORRIDOR, MM 4.8-5 SHALL BE IMPLEMENTED.

CULTURAL AND PALEONTOLOGICAL RESOURCES

MM 4.9-1: CEASE WORK AND CONSULT WITH QUALIFIED ARCHAEOLOGIST

SHOULD ANY CULTURAL RESOURCES, SUCH AS STRUCTURAL FEATURES, ANY AMOUNT OF BONE OR SHELL, ARTIFACTS, HUMAN REMAINS, OR ARCHITECTURAL REMAINS, BE ENCOUNTERED DURING ANY SUBSURFACE DEVELOPMENT ACTIVITIES, WORK SHALL BE SUSPENDED WITHIN 100- FEET OF THE FIND. THE CITY OF ROSEVILLE PLANNING AND PUBLIC WORKS STAFF SHALL BE IMMEDIATELY NOTIFIED. AT THAT TIME, THE CITY OF ROSEVILLE SHALL COORDINATE ANY NECESSARY INVESTIGATION OF THE SITE WITH QUALIFIED ARCHAEOLOGISTS AS NEEDED, TO ASSESS THE RESOURCE (I.E., WHETHER IT IS AN "HISTORICAL RESOURCE" OR A "UNIQUE ARCHAEOLOGICAL RESOURCE") AND PROVIDE PROPER MANAGEMENT RECOMMENDATIONS SHOULD POTENTIAL IMPACTS TO THE RESOURCES BE FOUND TO BE SIGNIFICANT. POSSIBLE MANAGEMENT RECOMMENDATIONS FOR IMPORTANT RESOURCES COULD INCLUDE RESOURCE AVOIDANCE OR, WHERE AVOIDANCE IS INFEASIBLE IN LIGHT OF PROJECT DESIGN OR LAYOUT OR IS UNNECESSARY TO AVOID SIGNIFICANT EFFECTS, DATA RECOVERY EXCAVATIONS. THE CONTRACTOR SHALL IMPLEMENT ANY MEASURES DEEMED FEASIBLE AND NECESSARY BY CITY STAFF, IN CONSULTATION WITH THE ARCHAEOLOGISTS, TO BE TO AVOID OR MINIMIZE SIGNIFICANT EFFECTS TO THE CULTURAL RESOURCES. IN ADDITION, PURSUANT TO SECTION 5097.98 OF THE STATE PUBLIC RESOURCES CODE, AND SECTION 7050.5 OF THE STATE HEALTH AND SAFETY CODE, IN THE EVENT OF THE DISCOVERY OF HUMAN REMAINS, THE COUNTY CORONER SHALL BE IMMEDIATELY NOTIFIED. IF THE REMAINS ARE DETERMINED TO BE NATIVE AMERICAN, GUIDELINES OF THE NATIVE AMERICAN HERITAGE COMMISSION SHALL BE ADHERED TO IN THE TREATMENT AND DISPOSITION OF THE REMAINS.

MITIGATION MEASURE 4.9-3

CEASE WORK UNTIL REVIEW CONDUCTED BY QUALIFIED PALEONTOLOGIST AND RECOMMENDATIONS IMPLEMENTED

SHOULD ANY EVIDENCE OF PALEONTOLOGICAL RESOURCES (E.G. FOSSILS) BE ENCOUNTERED DURING GRADING OR EXCAVATION, WORK SHALL BE SUSPENDED WITHIN 100 FEET OF THE FIND, AND THE CITY OF ROSEVILLE SHALL BE IMMEDIATELY NOTIFIED. AT THAT TIME, THE CITY SHALL COORDINATE ANY NECESSARY INVESTIGATION OF THE SITE WITH A QUALIFIED PALEONTOLOGIST TO ASSESS THE RESOURCE AND PROVIDE PROPER MANAGEMENT RECOMMENDATIONS. POSSIBLE MANAGEMENT RECOMMENDATIONS FOR IMPORTANT RESOURCES COULD INCLUDE RESOURCE AVOIDANCE, IF FEASIBLE IN LIGHT OF PROJECT DESIGN OR LAYOUT, OR DATA RECOVERY EXCAVATIONS. THE CONTRACTOR SHALL IMPLEMENT ANY MEASURES DEEMED FEASIBLE AND NECESSARY BY CITY STAFF IN CONSULTATION WITH THE PALEONTOLOGIST FOR THE PROTECTION OF THE PALEONTOLOGICAL RESOURCES.

MITIGATION MEASURE 4.9-5 CONDUCT APPROPRIATE STUDIES

PRIOR TO UNDERTAKING CONSTRUCTION OF OFF-SITE INFRASTRUCTURE, THE CITY SHALL DETERMINE WHETHER OR NOT CULTURAL RESOURCE SURVEYS HAVE BEEN UNDERTAKEN FOR ANY AREAS TO BE DISTURBED DURING CONSTRUCTION. IF SURVEYS WERE CONDUCTED, THE CITY SHALL DOCUMENT THAT ANY IDENTIFIED RESOURCES WERE TREATED AS RECOMMENDED IN THE STUDIES. IF NO STUDIES OR SURVEYS WERE CONDUCTED, THE CITY SHALL ENSURE THAT A QUALIFIED ARCHAEOLOGIST CONDUCTS THE APPROPRIATE LEVEL OF STUDY. IF RESOURCES ARE FOUND, RECOMMENDATIONS SHALL BE IMPLEMENTED TO ENSURE THAT THE RESOURCES ARE AVOIDED, PROTECTED AND/OR RECORDED, AS DETERMINED TO BE FEASIBLE AND APPROPRIATE BY CITY STAFF.

HAZARDOUS MATERIALS AND PUBLIC SAFETY

MM 4.10-1 IDENTIFY POTENTIAL HAZARDOUS MATERIALS (SOIL CONTAMINATION, TANK OR WELL SITES, LEAD BASED PAINT AND/OR ASBESTOS)

PRIOR TO SITE DEVELOPMENT IN THE SVSP, RECOMMENDED TESTING AND REMEDIATION, IF NEEDED SHALL OCCUR. GROUNDWATER WELLS SHALL BE PROPERLY CLOSED.

IF EVIDENCE OF SOIL CONTAMINATION, SEPTIC TANKS, OR OTHER UNDERGROUND STORAGE TANKS ARE ENCOUNTERED IN PREVIOUSLY UNIDENTIFIED LOCATIONS IN THE SVSP AREA, WORK SHALL CEASE UNTIL THE AREA CAN BE TESTED, AND IF NECESSARY REMEDIATED AND/OR PROPERLY REMOVED OR CLOSED. REMEDIATION ACTIVITIES COULD INCLUDE REMOVAL OF CONTAMINATED SOIL AND/OR ONSITE TREATMENT. AS PART OF THE PROCESS, THE CITY SHALL ENSURE THAT ANY NECESSARY INVESTIGATION AND/OR REMEDIATION ACTIVITIES ARE COORDINATED WITH THE ROSEVILLE FIRE DEPARTMENT, PLACER COUNTY DIVISION OF ENVIRONMENTAL HEALTH, AND IF NEEDED, OTHER APPROPRIATE FEDERAL, STATE AND LOCAL AGENCIES. ONCE A SITE IS REMEDIATED, CONSTRUCTION CAN CONTINUE.

MM 4.12.4-2 DIVERT CONSTRUCTION DEBRIS

THE APPLICANTS SHALL ENSURE A 50% REDUCTION IN THE CONSTRUCTION WASTE STREAM GENERATED FROM DEVELOPMENT WITHIN THE SVSP. IN DEVELOPER CONTRACTS WITH CONSTRUCTION CONTRACTORS AND THEIR SUB-CONTRACTORS, THE DEVELOPER SHALL REQUIRE THAT CONSTRUCTION WASTE BE REDUCED BY 50%. THE DEVELOPER SHALL FURTHER REQUIRE THAT CONTRACTORS AND SUB-CONTRACTORS SUBMIT RECORDS OF DIVERSION AND DISPOSAL TO THE CITY'S ENVIRONMENTAL UTILITIES DEPARTMENT IN ORDER TO VERIFY COMPLIANCE WITH THIS REQUIREMENT.

HYDROLOGY AND WATER QUALITY

MM 4.13-1 IMPLEMENTATION OF CONSTRUCTION ACTIVITY STORM WATER PROTECTION STANDARDS

PRIOR TO THE ISSUANCE OF A CITY GRADING PERMIT AND THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, COMPLIANCE WITH THE STATE'S GENERAL CONSTRUCTION PERMIT, THE CITY OF ROSEVILLE'S CONSTRUCTION STANDARDS, AND THE CITY'S STORM WATER BMP GUIDANCE MANUAL WILL BE MET. THIS INCLUDES THE CREATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) THAT WILL IDENTIFY THE SITE, THE LOCATION OF SENSITIVE HABITATS OR WATERCOURSES, DRAINAGE AREAS, DISCHARGE LOCATIONS, SOIL DISTURBANCE AREAS, AND THE LOCATIONS OF ALL RUNOFF, EROSION CONTROL, AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs). ON-GOING MONITORING AND ADJUSTMENTS TO THE SWPPP WILL OCCUR WHEN NEEDED TO ADDRESS CHANGES IN THE FIELD AS CONSTRUCTION ACTIVITIES EVOLVE.

MM 4.14-3 AVOID LIGHT SPILL OVER INTO CURRY CREEK AND OPEN SPACE AREAS

OUTDOOR LIGHTING SHALL BE PLACED, DESIGNED AND DIRECTED SO AS TO AVOID LIGHT SPILLOVER INTO THE HABITAT OF CURRY CREEK AND THE OPEN SPACE PRESERVE AREAS LOCATED IMMEDIATELY ADJACENT TO THE OPEN SPACE, AS SHOWN ON THE LAND USE MAP AS PARCELS KT-1, KT-40, KT-30, KT-41, DF-1, DF-2, DF-40, CG-1, CG-82M JM-21, JM-3, AND JM-4.

NO. DESCRIPTION

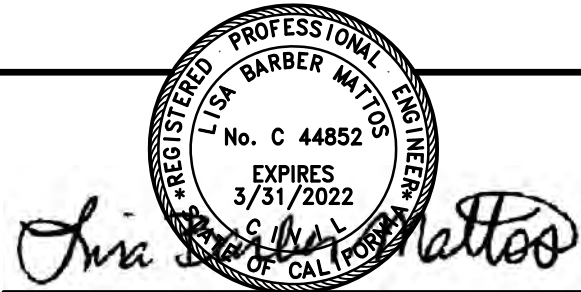
ENGINEER INIT CITY APPROVAL

APPROVED BY DATE

benchmark CTY BM-71 elev.122.34(NGVD29)

elev.124.48(NAVD88)

(SEE SHEET NO.1)



LISA BARBER MATTOS RCE# 44852

PLOT DATE: 01-22-21

SCALE

horiz: N/A

vert: N/A

1/2021

date

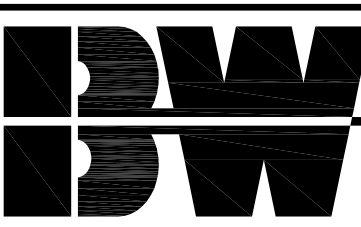
drafted by: R.E.

designed by: L.B.M.

checked by: S.F.L

609

field book



BAKER-WILLIAMS ENGINEERING GROUP

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SIERRA VISTA VILLAGE FD-10 -

MMRP NOTES

PLACER COUNTY

CITY OF ROSEVILLE

## SVSP JMC Subdivisions; FD-10, FD-21 &amp; FD-23

| DEVELOPMENT FEATURE                        | PROPOSED                                                                         |
|--------------------------------------------|----------------------------------------------------------------------------------|
| <i>Lot Size (minimum)</i>                  |                                                                                  |
| Area, Interior Lot                         | 2,600                                                                            |
| Area, Corner Lot                           | 2,900 sf                                                                         |
| Width, Interior Lot                        | 38 ft typical, 25 ft. for a flag lot                                             |
| Width, Corner Lot                          | 44 ft.                                                                           |
| <i>Permitted Density (maximum per lot)</i> |                                                                                  |
| Residential Density                        | 1 dwelling; 1 second unit                                                        |
| <i>Setbacks (minimum)</i>                  |                                                                                  |
| Front Yard Setback                         | 12.5 ft. to living space/porch; 18' min. driveway depth with roll up garage door |
| Side Yard Setback                          | 4 ft. interior lot, 12.5 ft. – street side of corner lot                         |
| Rear Yard Setback                          | 10 ft. to 1 <sup>st</sup> story wall<br>15 ft. to 2 <sup>nd</sup> story wall     |
| <i>Coverage (maximum)</i>                  |                                                                                  |
| Site Coverage                              | None & no minimum useable open space required                                    |
| <i>Height (maximum)</i>                    |                                                                                  |
| Height                                     | 35 ft.                                                                           |

| Other Provisions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Proposed                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Front Yard Stagger                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | None required, but optional per unit design         |
| 2 <sup>nd</sup> story wall separation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 8 ft.                                               |
| Two Story Mix                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | No limit                                            |
| Stagger for 3 <sup>rd</sup> Car Garage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2 ft. feet between third car bay and two car garage |
| <b>Additional Design Standards</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |
| Street facing elevations shall have a single story element or enhanced treatment with grid and trim at windows and incorporation of decorative trim details and variation of colors similar to the front elevation on the two story elements.                                                                                                                                                                                                                                                                                                                                                     |                                                     |
| The front façade shall incorporate a minimum of two building façade element breaks with varied depth. Two story homes to have a variety of one and two story components. All two story homes shall incorporate a covered porch element of at least 50 sf or a covered single-story entry with single story living space at the front of the home.                                                                                                                                                                                                                                                 |                                                     |
| The exterior building materials shall include: <ul style="list-style-type: none"> <li>• A minimum of three elevations per plan with at least one elevation style to be other than stucco;</li> <li>• Each elevation to have distinct design elements such as column style, siding, masonry, architectural details, roofing, etc;</li> <li>• All homes to be finished consistent with the approved colors and materials board with four paint colors; body, shadow, trim and accent; and</li> <li>• All windows, openings and gable vents to have trim appropriate to the architecture.</li> </ul> |                                                     |
| Adjacent lots shall have different plans or elevations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |
| All lots to have enhanced landscaping as shown on the approved landscape plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |
| At least 40% of the two story homes shall include a front porch.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                     |



## SIERRA VISTA DEVELOPMENT STANDARDS

### Setbacks

- Front: 12.5 ft front; 18 ft driveway depth with roll-up door
- Sides: 4 ft interior; 12.5 ft street side on corner
- Rear: 10 ft min for single story portion of home  
15 ft min for second story portion of home

### Coverage

None.

### Street Facing Enhancements

- Window and door trim on all sides of home.
- Enhanced side and/or rear elevations when facing a street or open space (see attached photos)

### Front Façade

Minimum 2 building façade element breaks with varied depth on two story homes. Two story homes to have a variety of one and two story components along with a variety of large and smaller covered porches.

### Exterior Building Materials

Minimum 3 elevations per plan. Min of one elevation style to be other than stucco.

Each elevation to have distinct design elements such as column style, siding, masonry, architectural details, roofing etc... per attached plans.

All homes to be finished consistent w/ attached colors and materials palette.

All windows, openings and gable vents to have trim appropriate to the architecture.

### Lot Repetition

Adjacent lots must have different plans or elevations.

### Garage Roll-up Door

Garage door to have windows.







**Varied Elevation Elements**  
 - Combined One and Two-story elements

**Materials** - A Variety of Colors & Textures

**Garage Doors**





Architecture– Warm... Traditional... Timeless

Cottage



Craftsman



Villa





ELEVATION “A” MATERIAL



ELEVATION “B & D” MATERIAL



EAGLE ROOFING: PONDEROSA 5504 NEW CEDAR

ELEVATION “C” MATERIAL



EAGLE ROOFING: PONDEROSA 5690 PEWTER BRONZE BLEND



CORONADO STONE:  
TUSCAN VILLA FLORENTINE



CORONADO STONE:  
ITALIAN VILLA CHAMPAGNE



ELDORADO STONE:  
TUNDRA BRICK - CHALK DUST



CORONADO STONE:  
SPECIAL USED BRICK EAGLE BUFF



CORONADO STONE:  
HONEY LEDGE PALOMINO



CORONADO STONE:  
HONEY LEDGE FALMOUTH

MATERIAL PALETTE



JOHN MOURIER CONSTRUCTION INC.  
Roseville, California



A  
Elevations

16-L

STUCCO BODY &  
GARAGE DOOR:  
SW 7516 KESTREL WHITE

TRIM / FASCIA / GABLE  
CORBELS:  
SW 7038 TONY TAUPE

ENTRY DOOR, SHUTTERS, PORCH  
POSTS & PORCH CORBELS:  
SW 7519 MEXICAN SAND

17-L

STUCCO BODY &  
GARAGE DOOR:  
SW 6099 SAND DOLLAR

TRIM / FASCIA / GABLE  
CORBELS:  
SW 6084 MODEST WHITE

ENTRY DOOR, SHUTTERS, PORCH  
POSTS & PORCH CORBELS:  
SW 6069 FRENCH ROAST

18

STUCCO BODY &  
GARAGE DOOR:  
SW 7549 STUDIO TAUPE

TRIM / FASCIA / GABLE  
CORBELS:  
SW 7028 INCREDIBLE WHITE

ENTRY DOOR, SHUTTERS, PORCH  
POSTS & PORCH CORBELS:  
SW 7515 HOMESTEAD BROWN

19

STUCCO BODY &  
GARAGE DOOR:  
SW 7532 URBAN PUTTY

TRIM / FASCIA / GABLE  
CORBELS:  
SW 9103 FARRO

ENTRY DOOR, SHUTTERS, PORCH  
POSTS & PORCH CORBELS:  
SW 2806 ROOKWOOD BROWN

B & D  
Elevations

20-L

BODY & GARAGE DOOR:  
SW 7516 KESTREL WHITE

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7005 PURE WHITE

BOARD & BATT:  
SW 7511 BUNGALOW BEIGE

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7616 BREEZY

21-L

BODY & GARAGE DOOR:  
SW 7028 INCREDIBLE WHITE

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7006 EXTRA WHITE

BOARD & BATT:  
SW 7037 BALANCED BEIGE

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7016 MINDFUL GRAY

22

BODY & GARAGE DOOR:  
SW 7508 TAVERN TAUPE

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7021 SIMPLE WHITE

BOARD & BATT:  
SW 6073 PERFECT GREIGE

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 2808 ROOKWOOD  
DARK BROWN

23

BODY & GARAGE DOOR:  
SW 7024 FUNCTIONAL GRAY

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7028 INCREDIBLE WHITE

BOARD & BATT:  
SW 7672 KNITTING NEEDLES

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7675 SEALSKIN

C  
Elevations

24-L

STUCCO BODY & GARAGE  
DOOR:  
SW 7036 ACCESSIBLE BEIGE

STUCCO SHADOW / EXPOSED  
TIMBER AT GABLES:  
SW 7051 ANALYTICAL GRAY

TRIM / FASCIA / EXPOSED  
TIMBER AT GABLES:  
SW 7028 INCREDIBLE WHITE

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7018 DOVETAIL

25-L

BODY & GARAGE DOOR:  
SW 7649 SILVERPLATE

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7017 DORIAN GRAY

BOARD & BATT:  
SW 7004 SNOWBOUND

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7076 CYBERSPACE

26

BODY & GARAGE DOOR:  
SW 9173 SHIITAKE

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 7507 STONE LION

BOARD & BATT:  
SW 7039 VIRTUAL TAUPE

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7069 IRON ORE

27

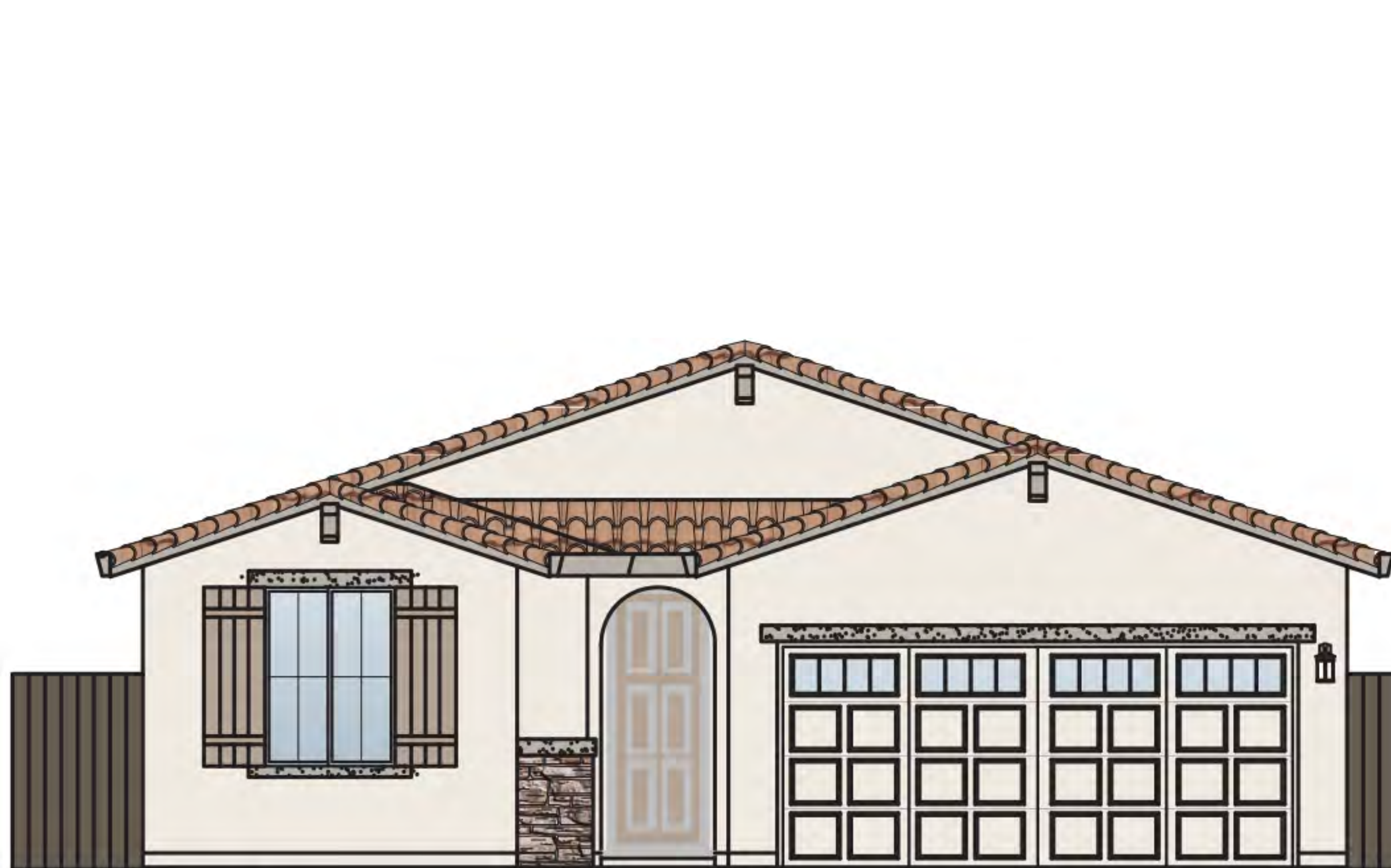
BODY & GARAGE DOOR:  
SW 7023 REQUISITE GRAY

TRIM / ENTRY COLUMNS /  
FASCIA / GABLE CORBELS:  
SW 9169 CHATURA GRAY

BOARD & BATT:  
SW 7004 SNOWBOUND

ENTRY DOOR, SHUTTERS,  
PORCH POSTS & PORCH  
CORBELS / KNEE BRACE:  
SW 7076 CYBERSPACE





1412  
SPANISH



1964  
CRAFTSMAN



2184  
CAPE COD



1343  
FRENCH



2341  
CAPE COD



1790  
SPANISH



1570  
CRAFTSMAN



1435  
FRENCH



1203  
CRAFTSMAN

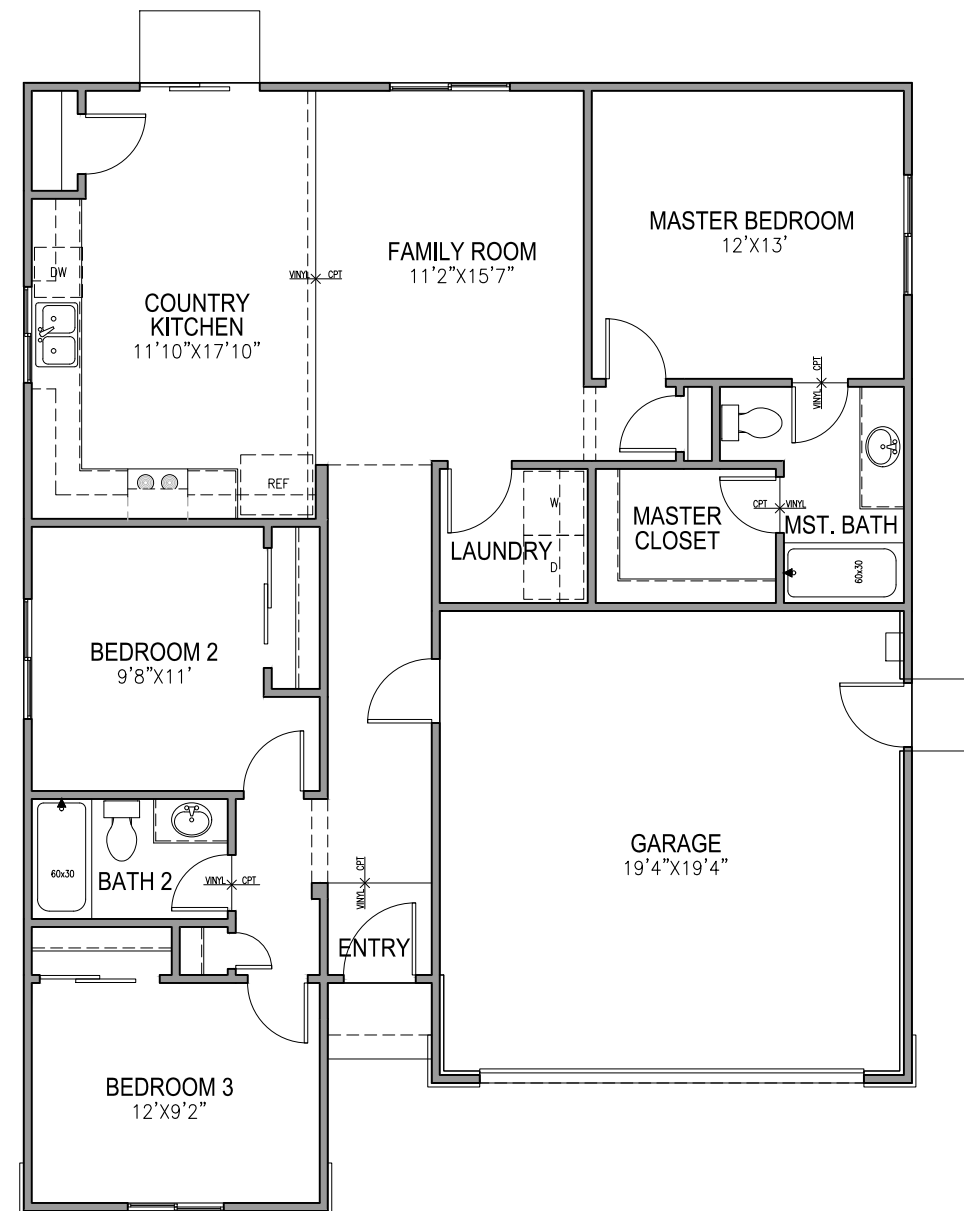


2492  
FRENCH



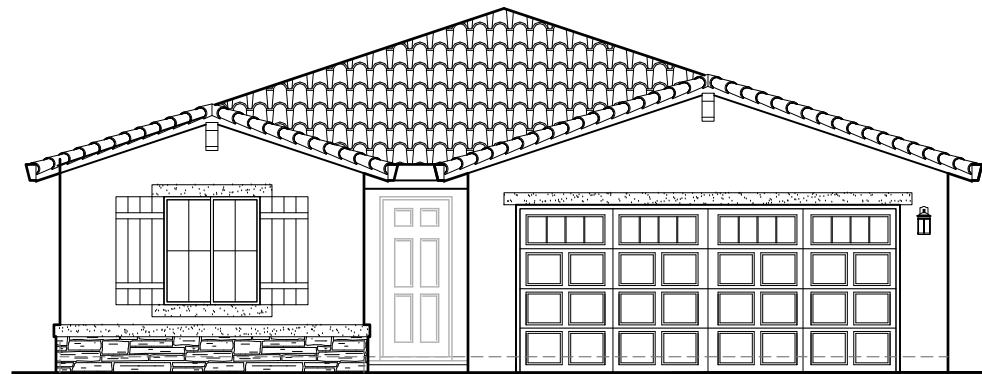
1477  
CAPE COD





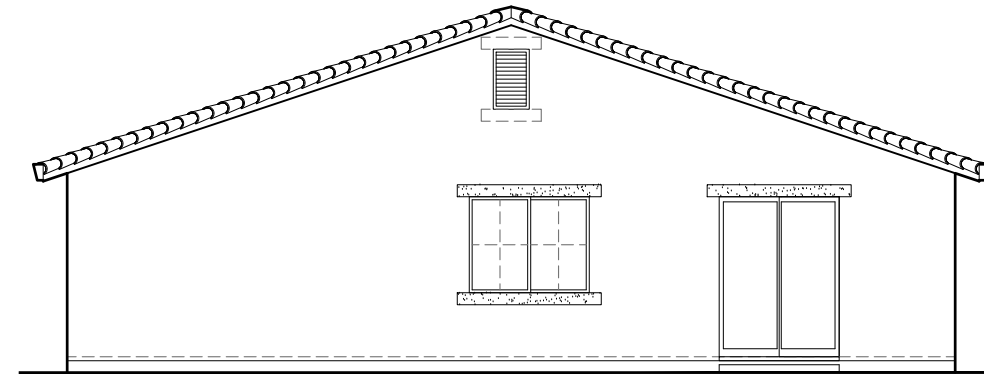
FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"

1203 FLOOR PLAN  
 SIERRA VISTA



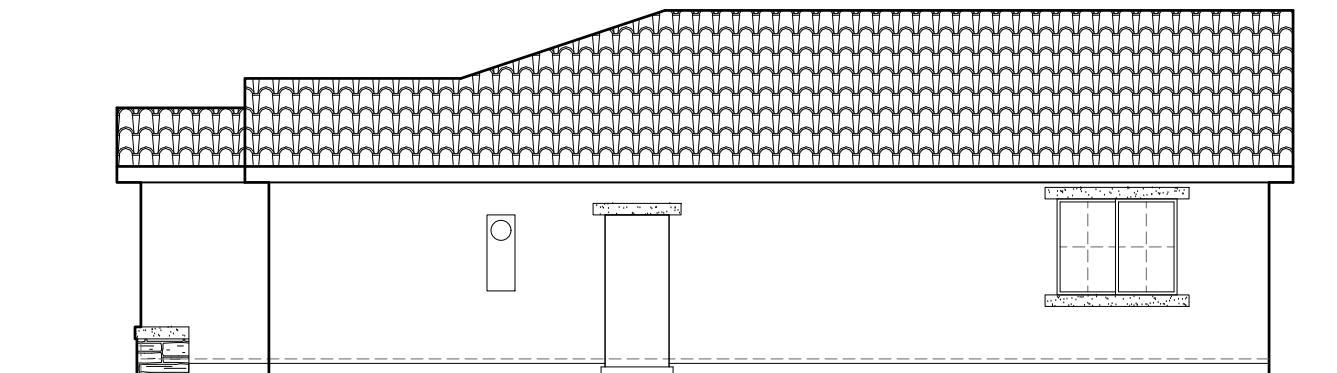
FRONT ELEVATION 'A'

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



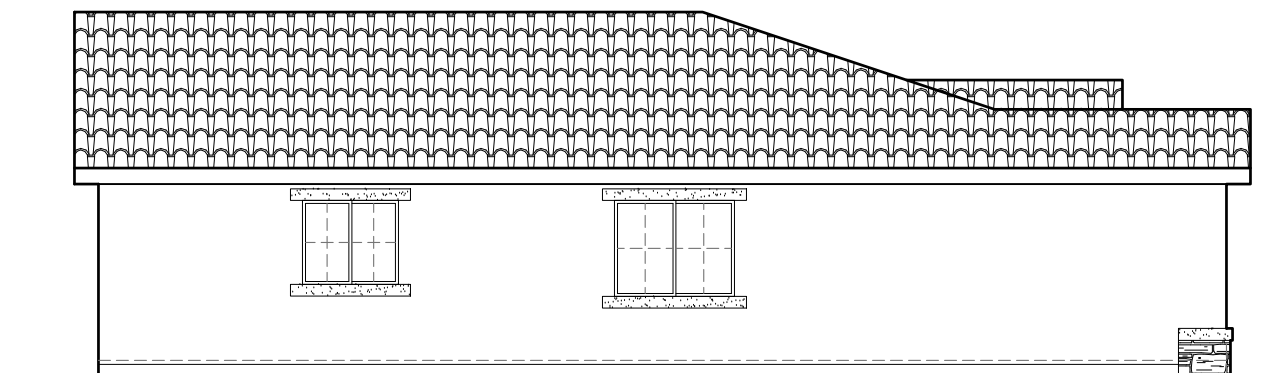
REAR ELEVATION 'A'

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



RIGHT ELEVATION 'A'

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



LEFT ELEVATION 'A'

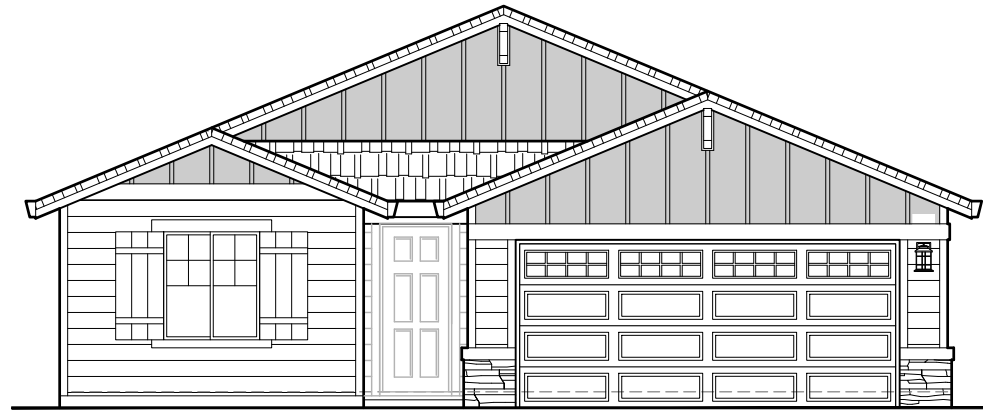
SCALE: 1/8"=1'-0"

1203 'A' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

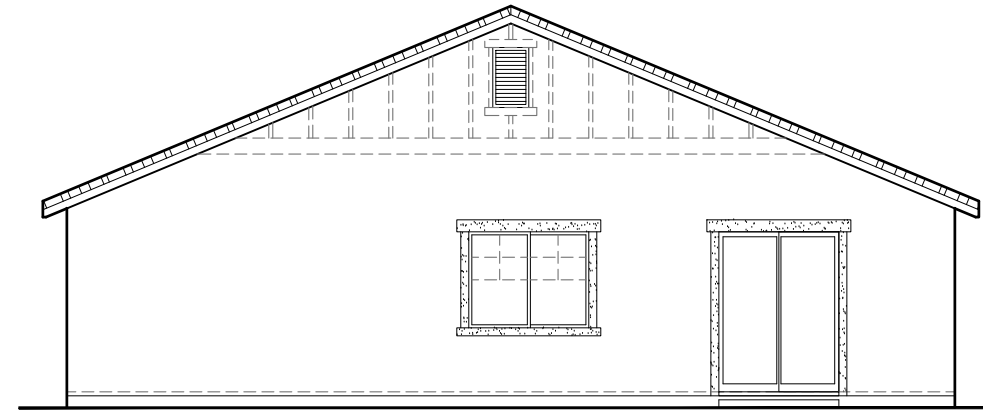
John Mourier Construction Inc.  
Roseville, California





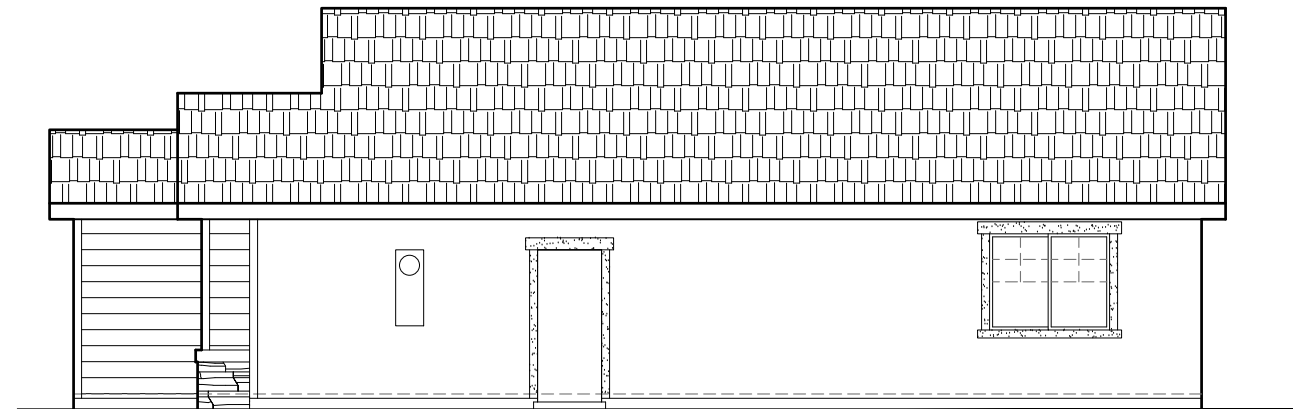
FRONT ELEVATION 'B'

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



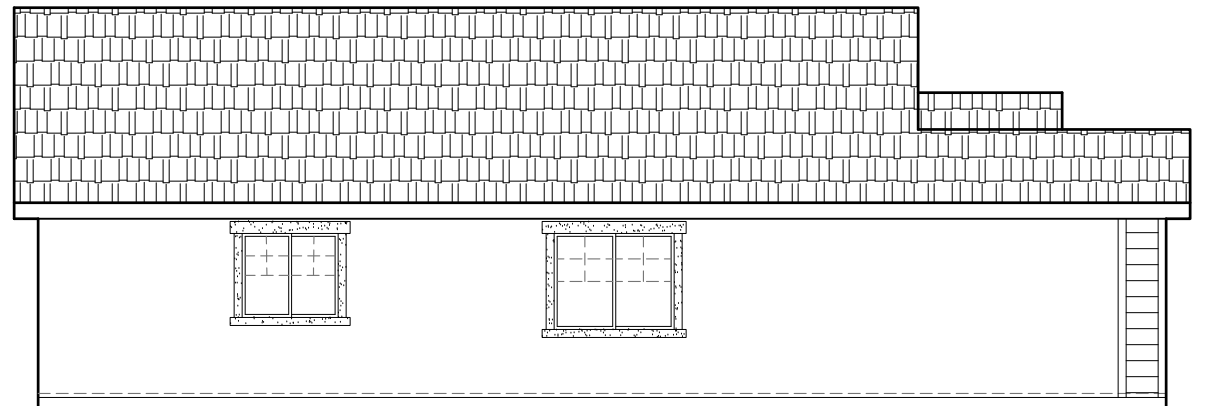
REAR ELEVATION 'B'

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



RIGHT ELEVATION 'B'

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



LEFT ELEVATION 'B'

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

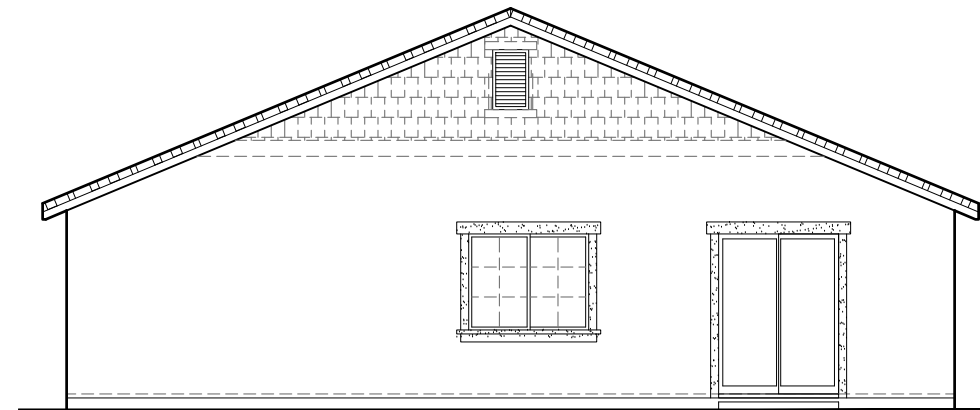
1203 'B' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California

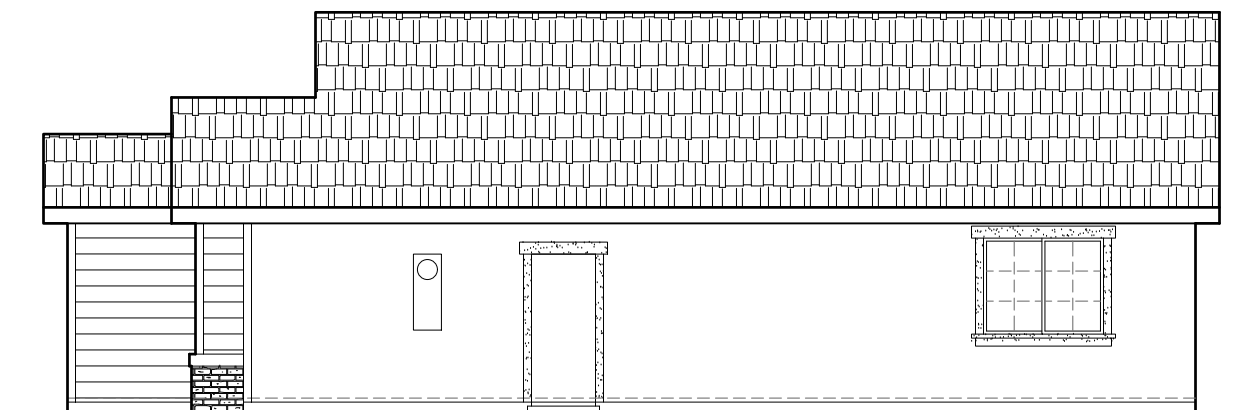


**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

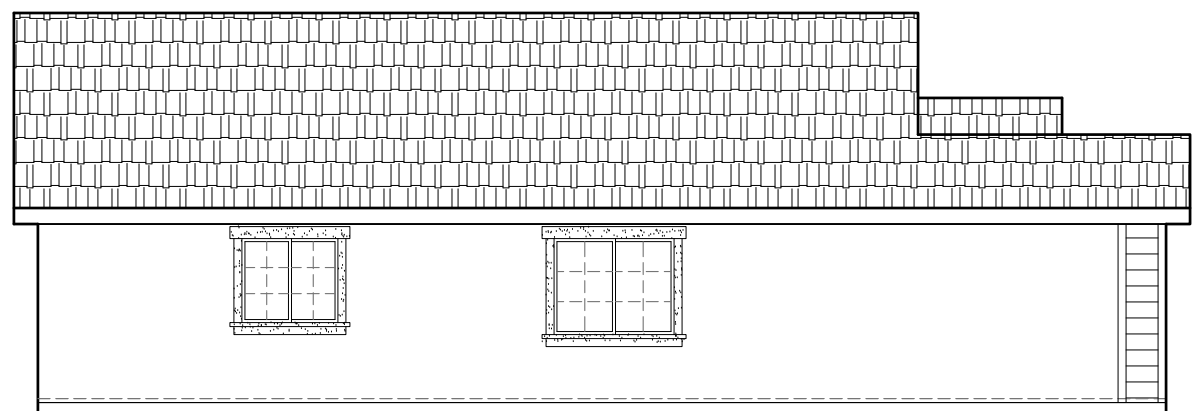


**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
IS ADJACENT TO A STREET, OPEN SPACE, OR  
OTHER PUBLIC LOCATION.



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

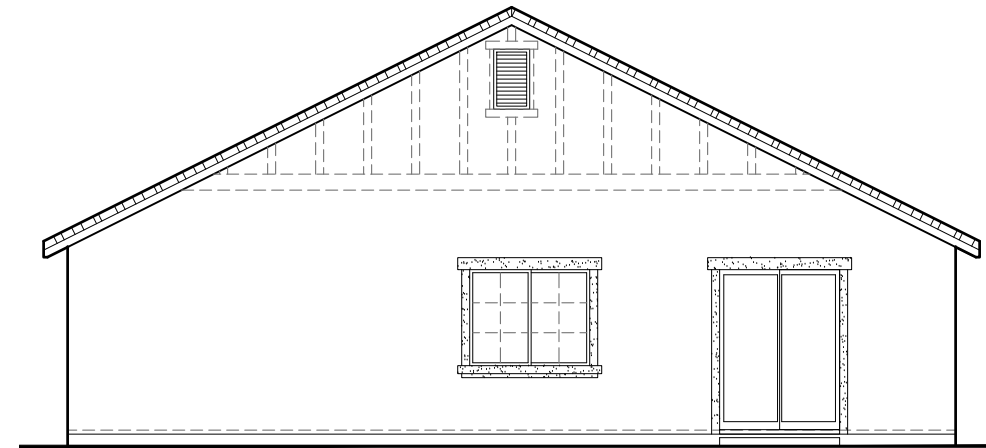
1203 'C' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California

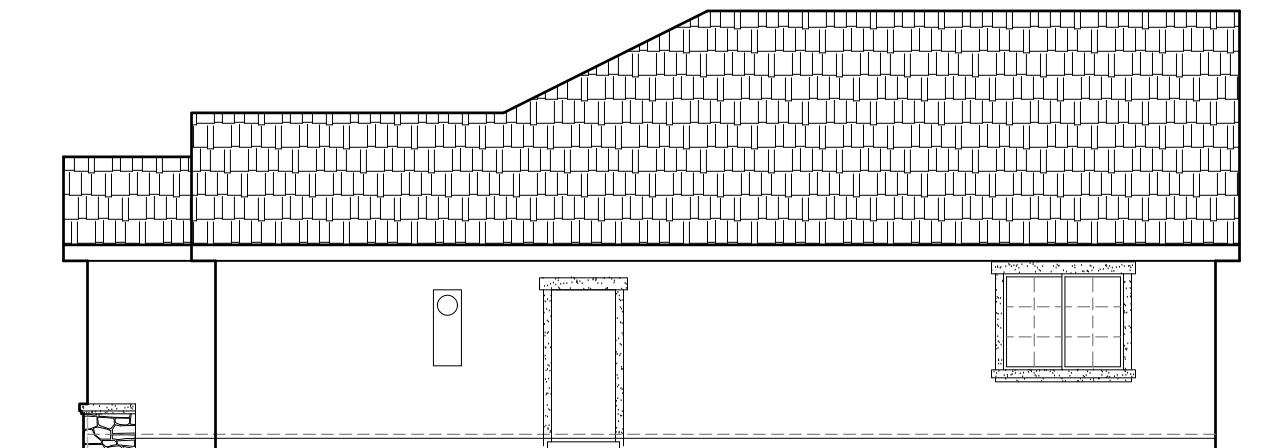


FRONT ELEVATION 'D'  
SCALE: 1/8"=1'-0"

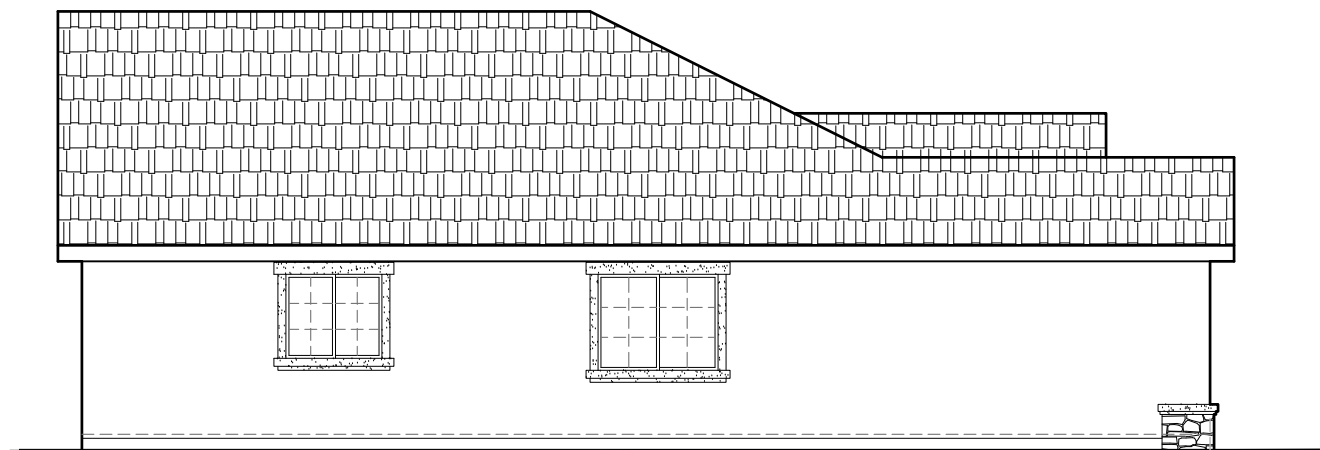


REAR ELEVATION 'D'  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
IS ADJACENT TO A STREET, OPEN SPACE, OR  
OTHER PUBLIC LOCATION.



RIGHT ELEVATION 'D'  
SCALE: 1/8"=1'-0"

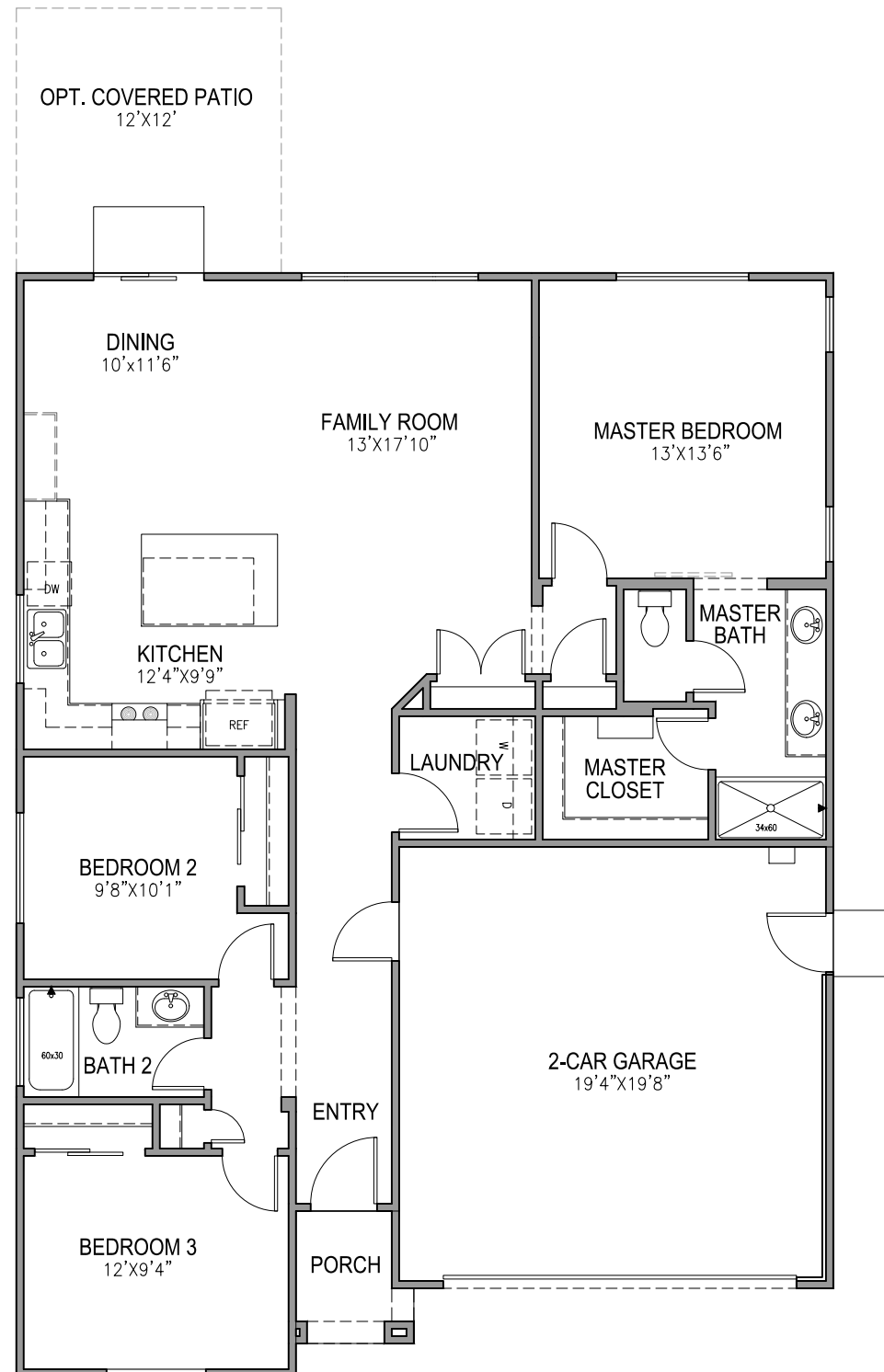


LEFT ELEVATION 'D'  
SCALE: 1/8"=1'-0"

1203 'D' ELEVATIONS  
SIERRA VISTA



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Roseville, California



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

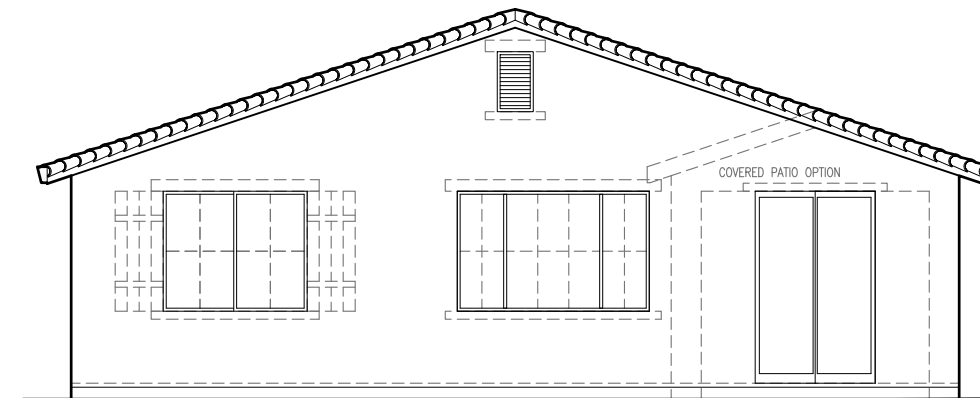
1343 FLOOR PLAN  
SIERRA VISTA



John Mourier Construction Inc.  
Roseville, California

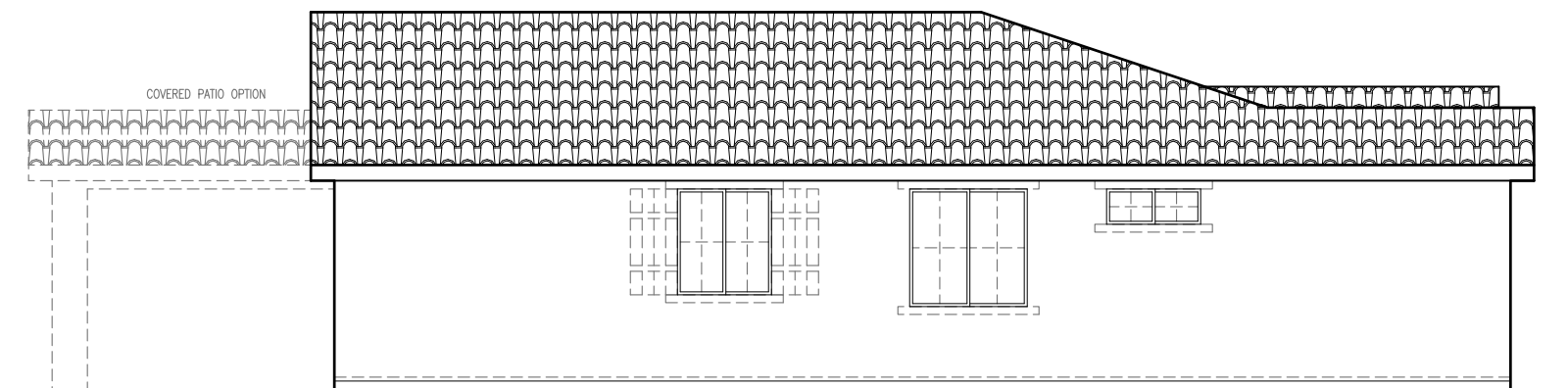


**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

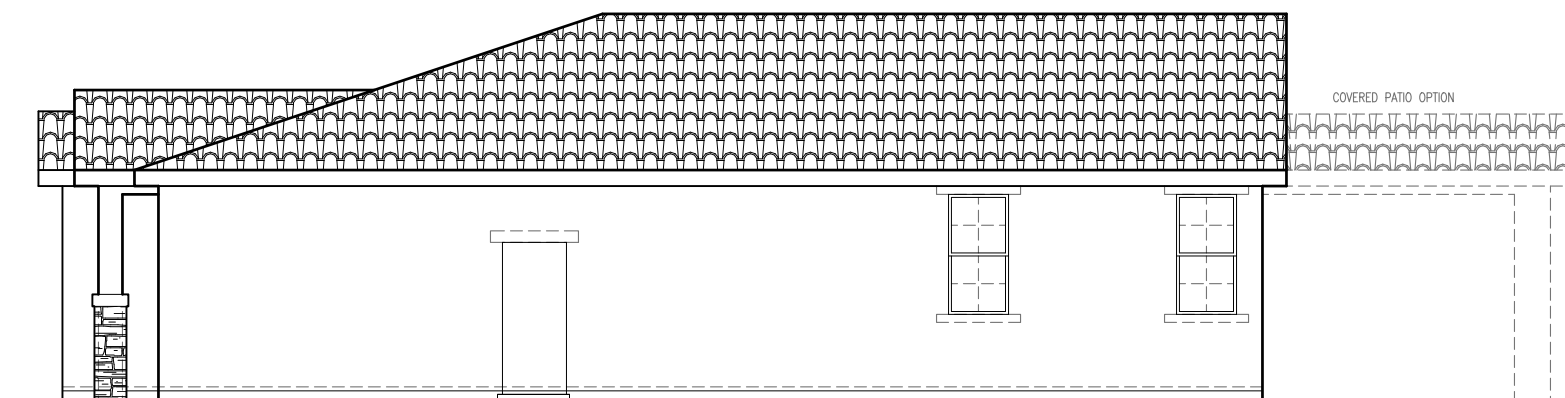


**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

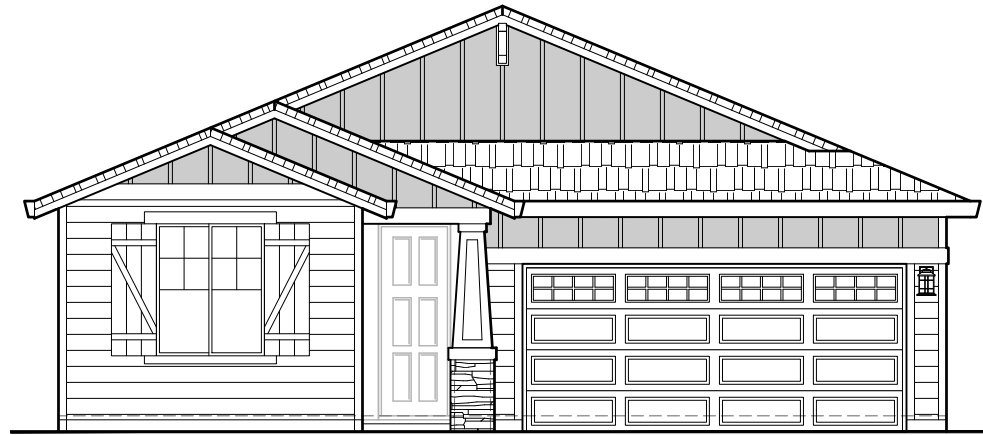


**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

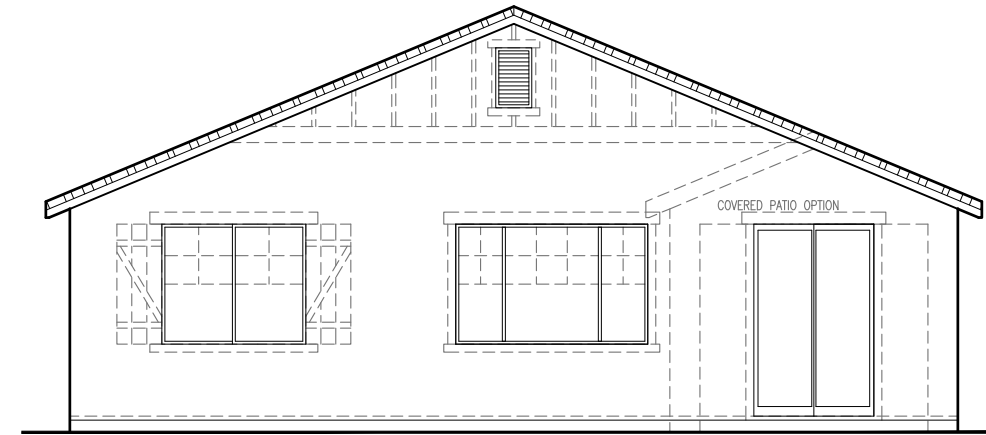
1343 'A' ELEVATIONS  
SIERRA VISTA



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Roseville, California

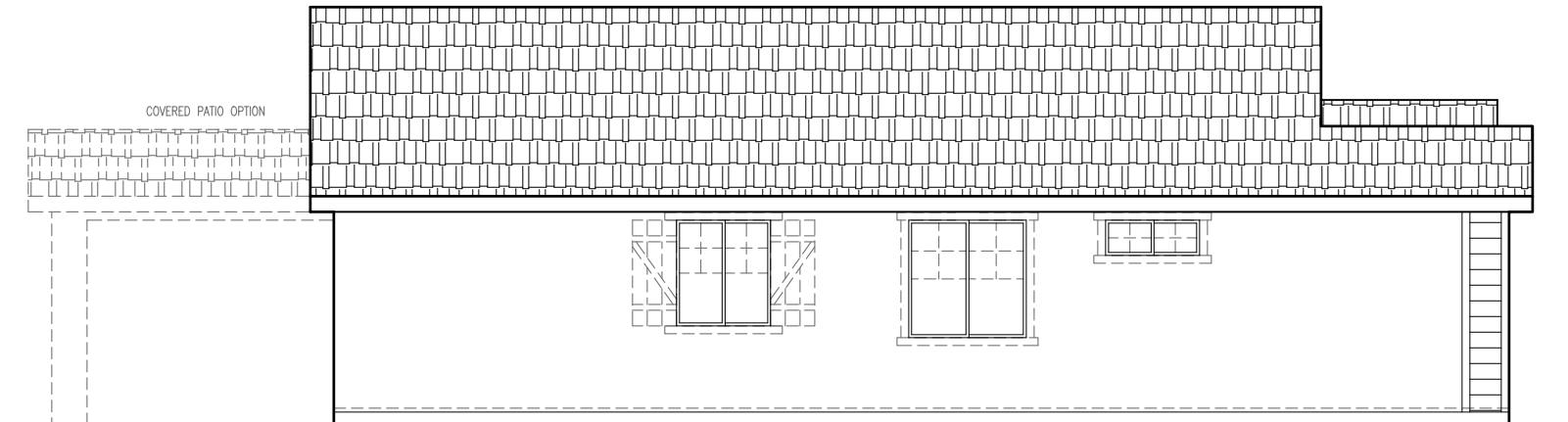


**FRONT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

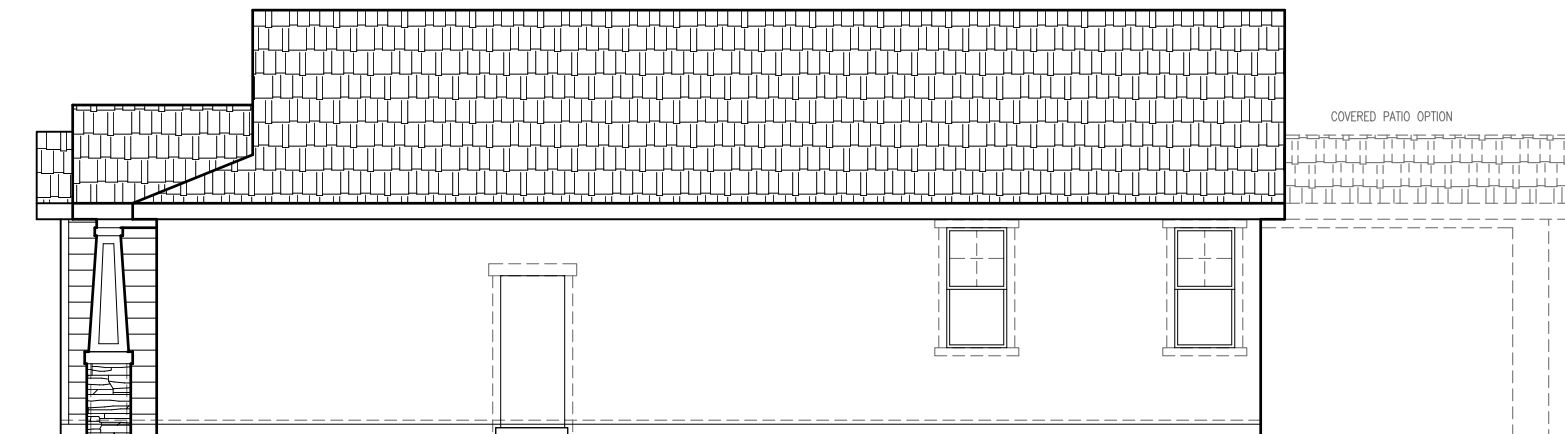


**REAR ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

**1343 'B' ELEVATIONS  
SIERRA VISTA**

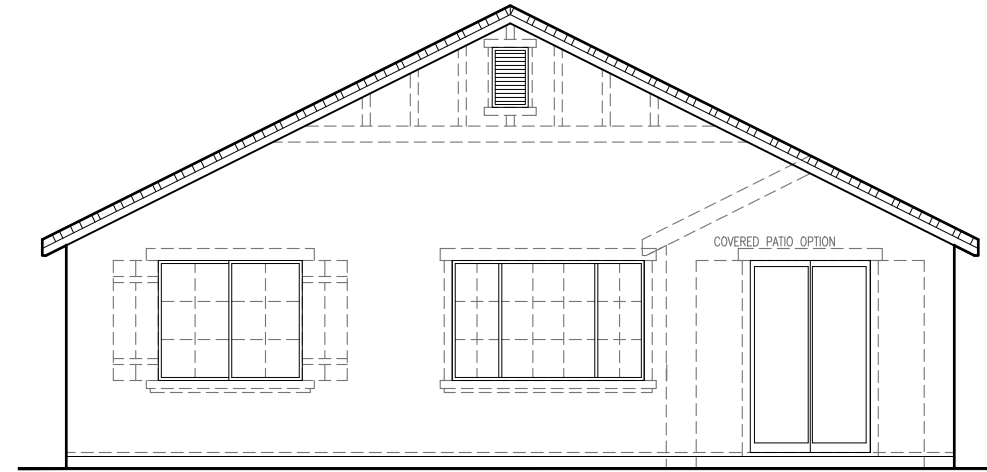


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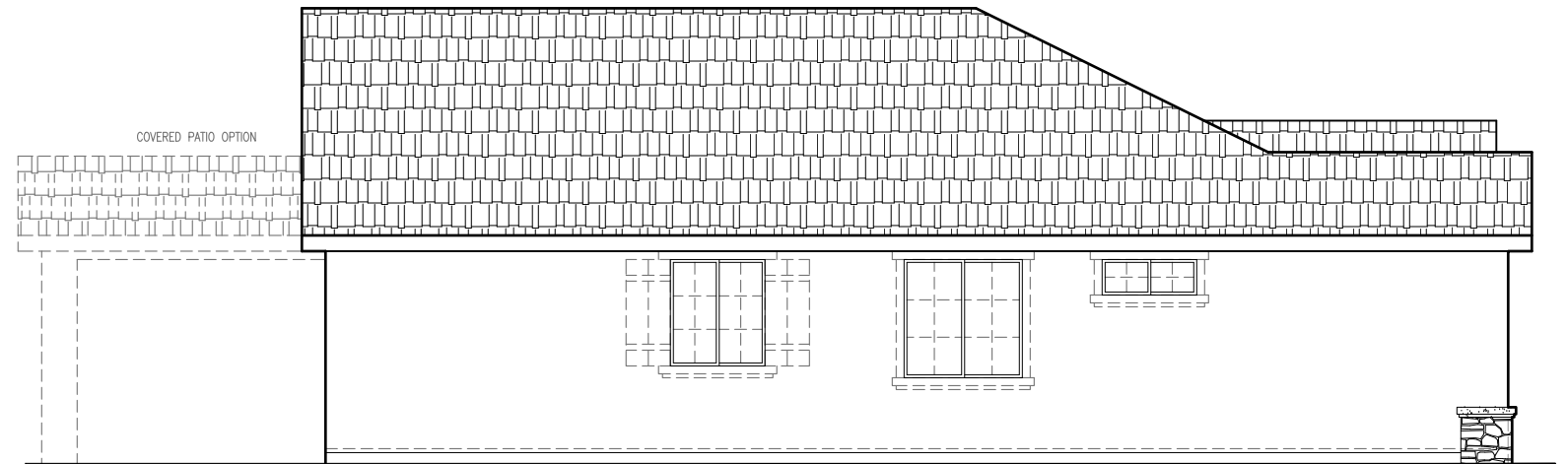


**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

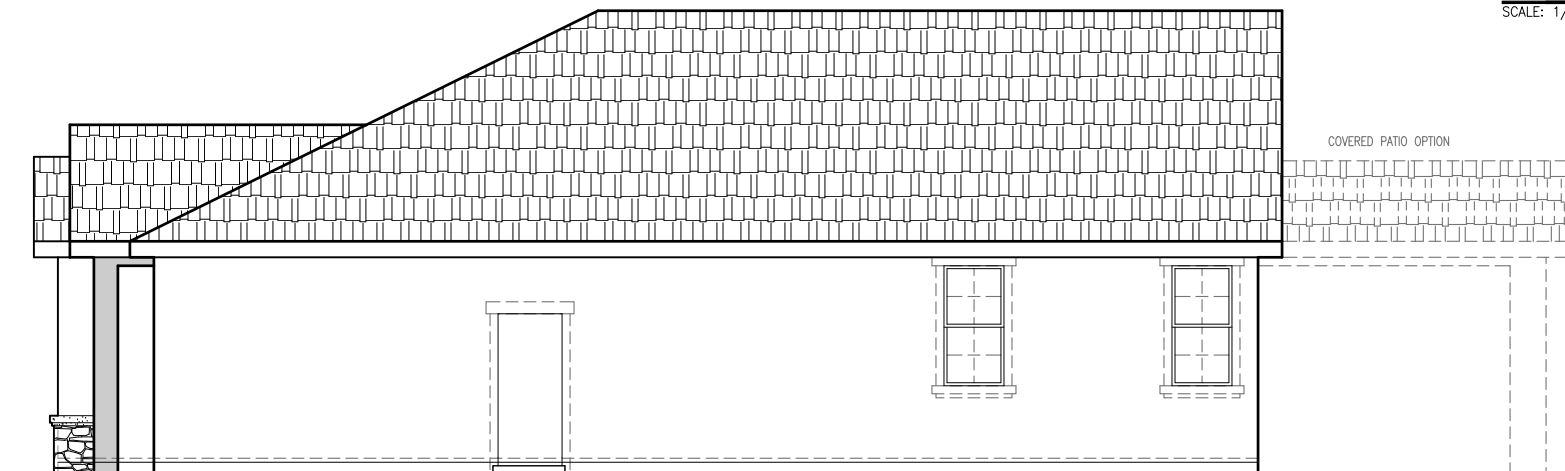


**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

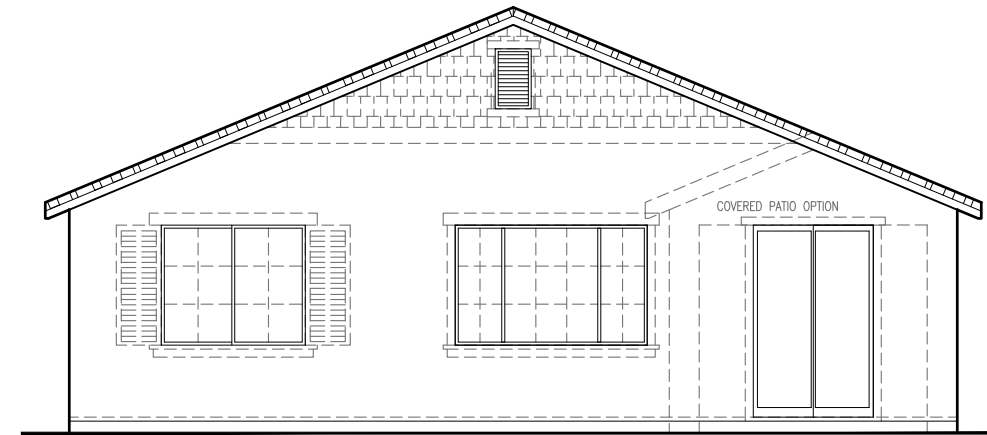
**1343 'C' ELEVATIONS  
SIERRA VISTA**



John Mourier Construction Inc.  
Roseville, California

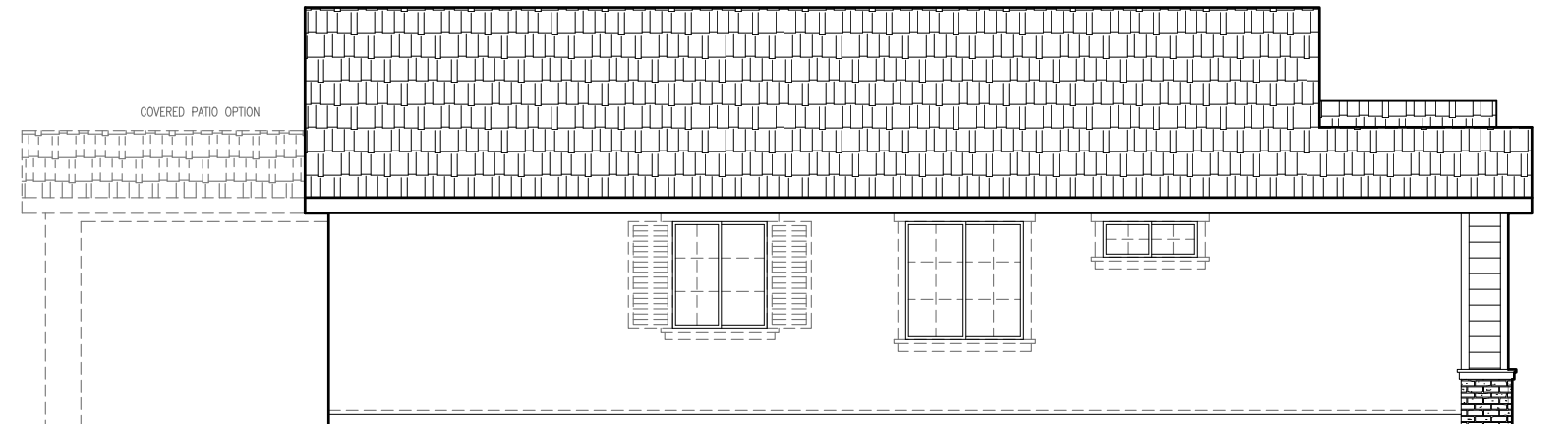


**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

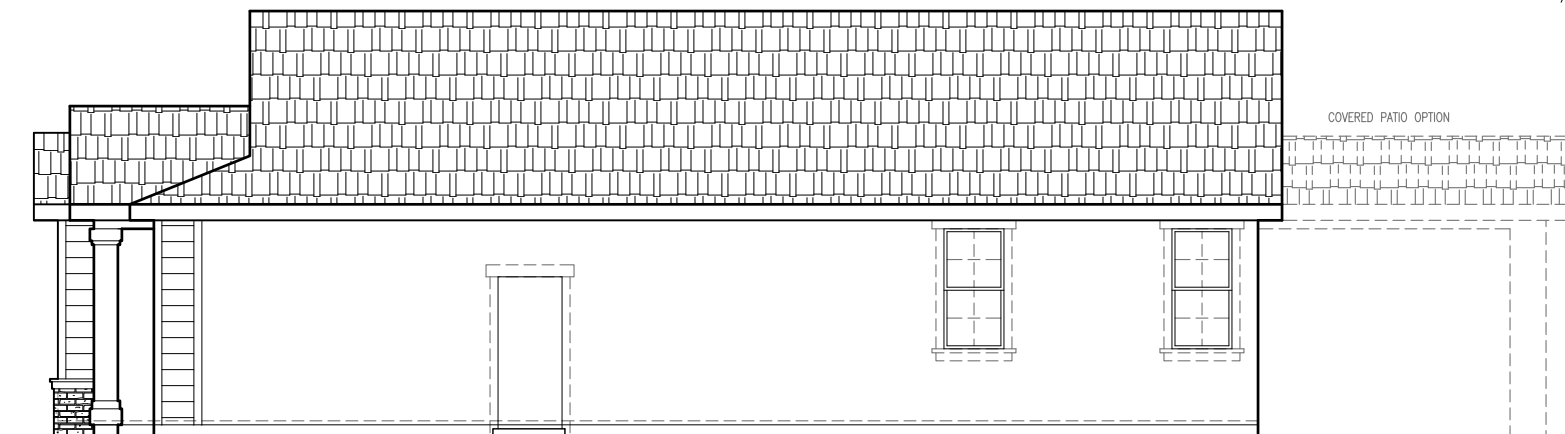


**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



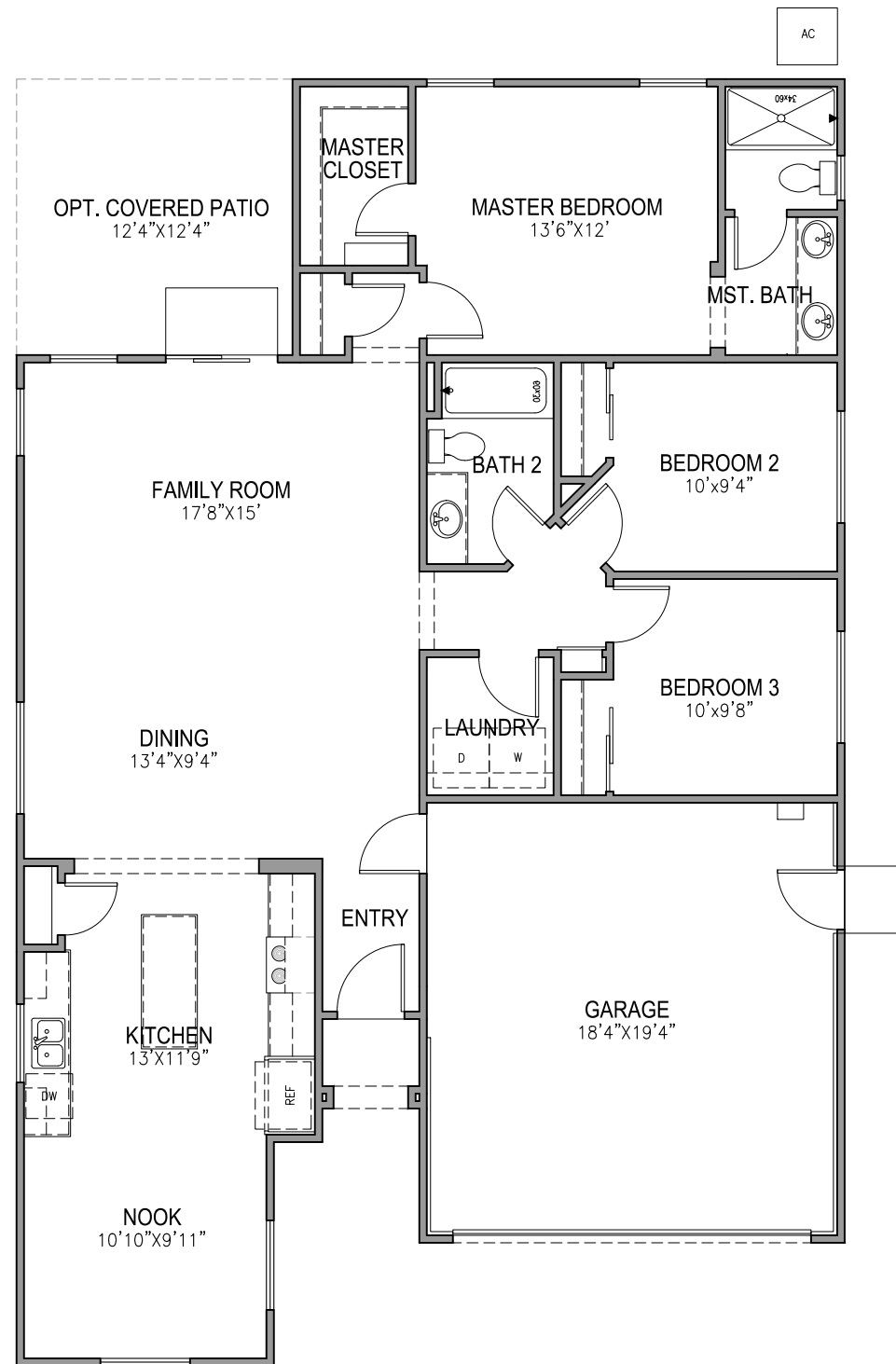
**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

**1343 'D' ELEVATIONS  
SIERRA VISTA**

**JMC HOMES**

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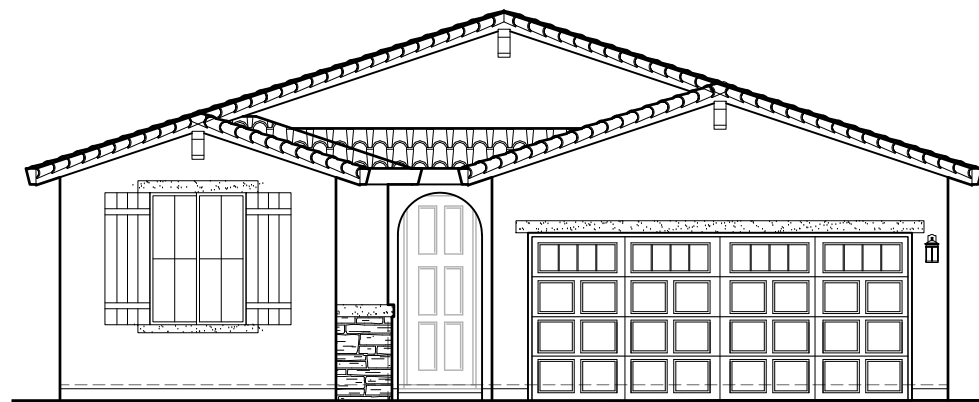


FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

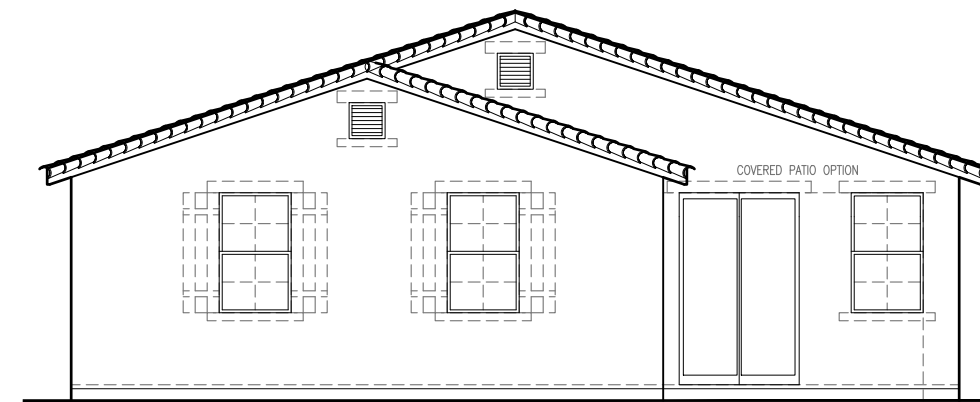
1412 FLOOR PLAN  
SIERRA VISTA



John Mourier Construction Inc.  
Roseville, California

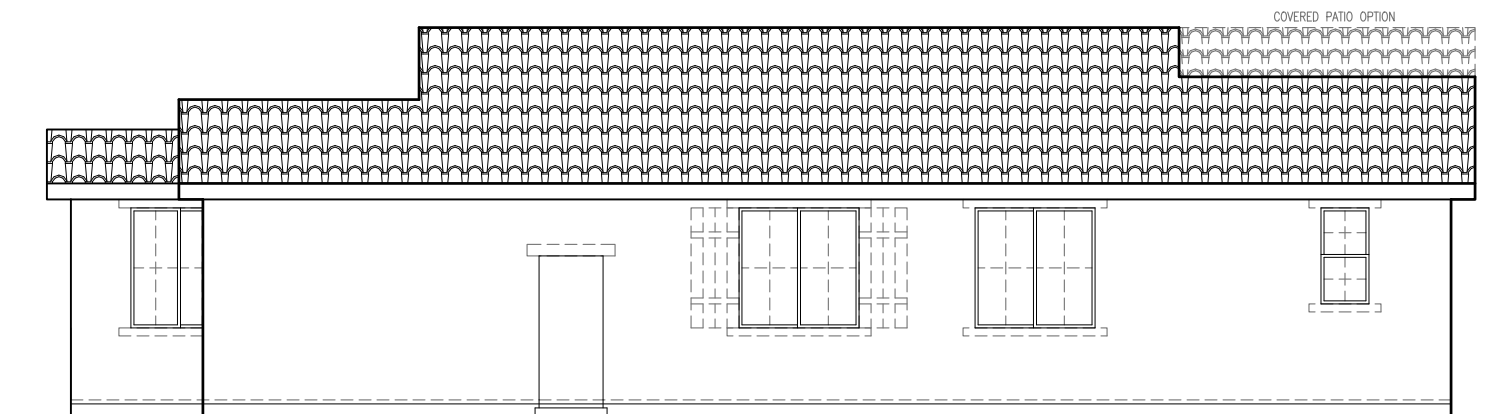


**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

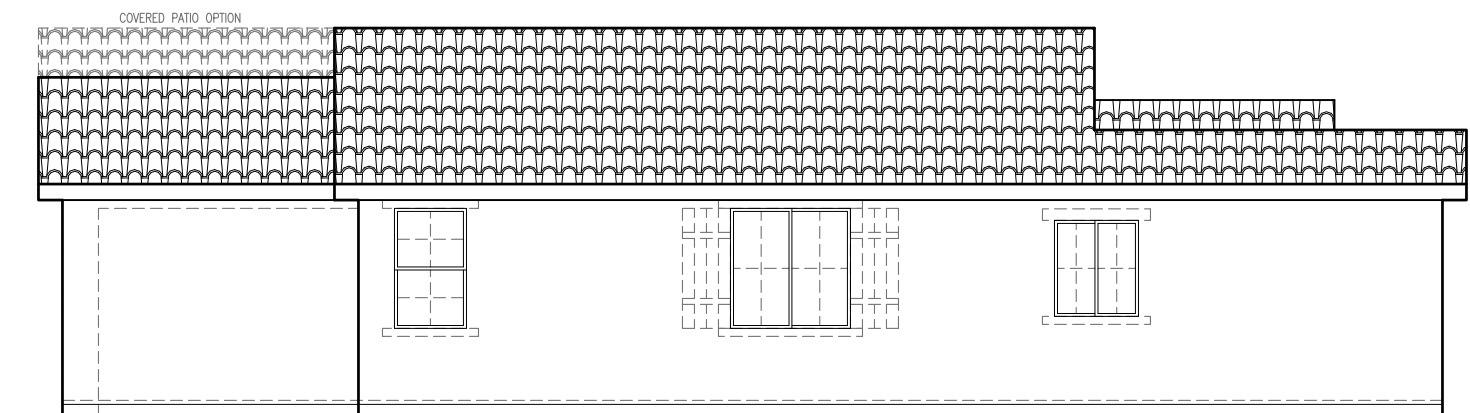


**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

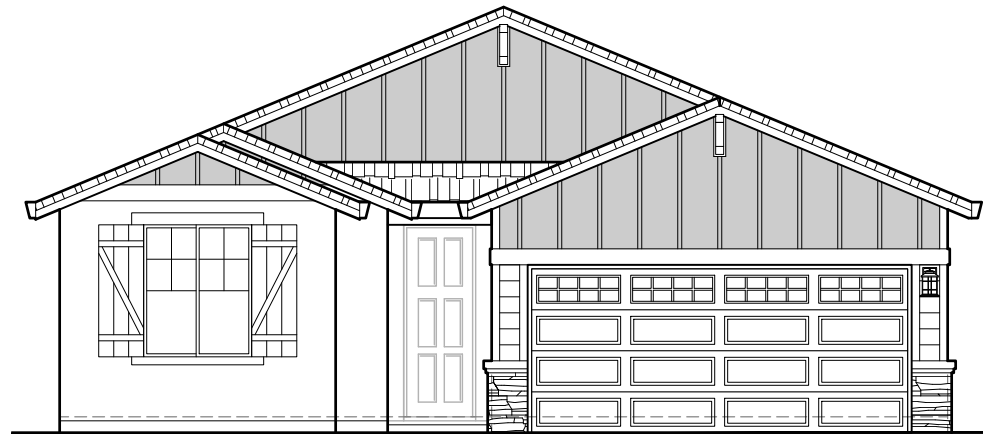


**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

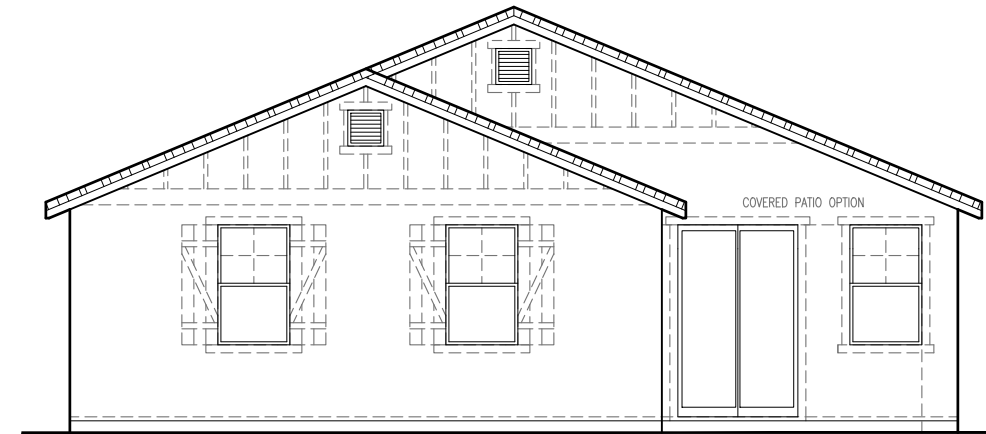
1412 'A' ELEVATIONS  
SIERRA VISTA



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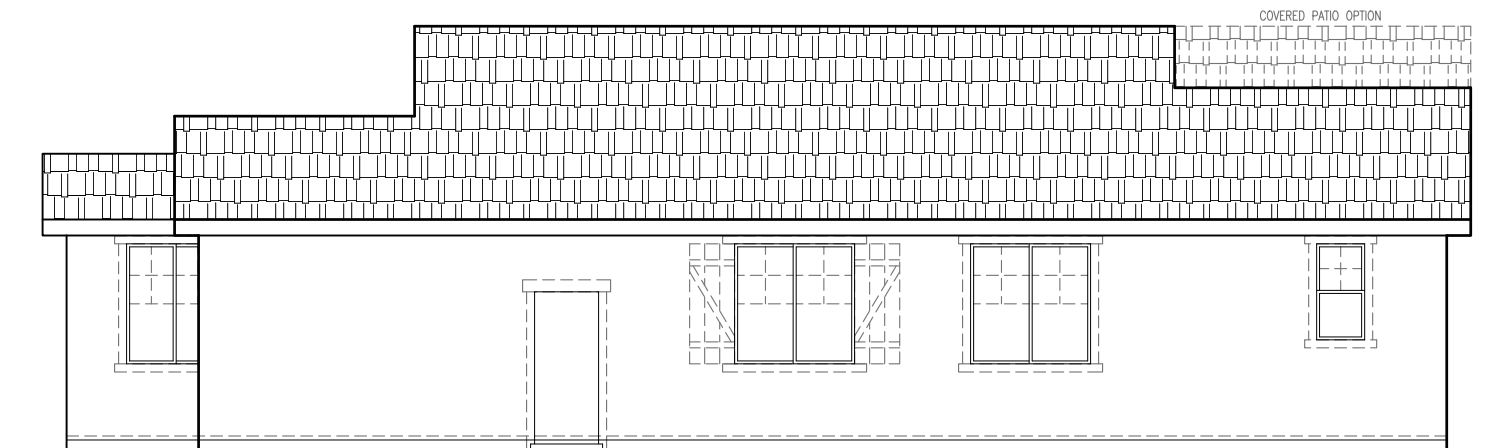


**FRONT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

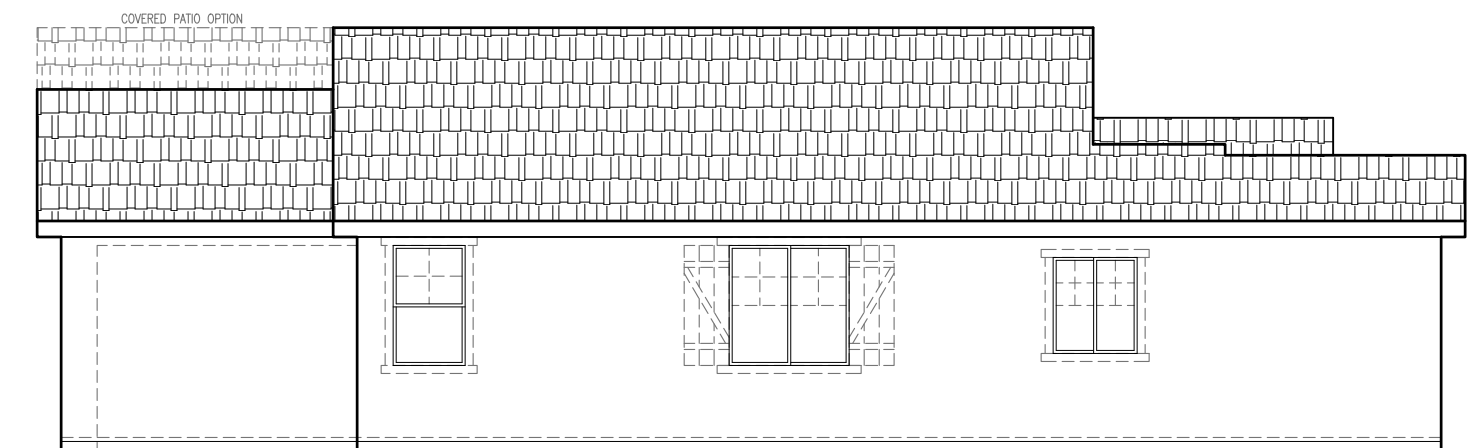


**REAR ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

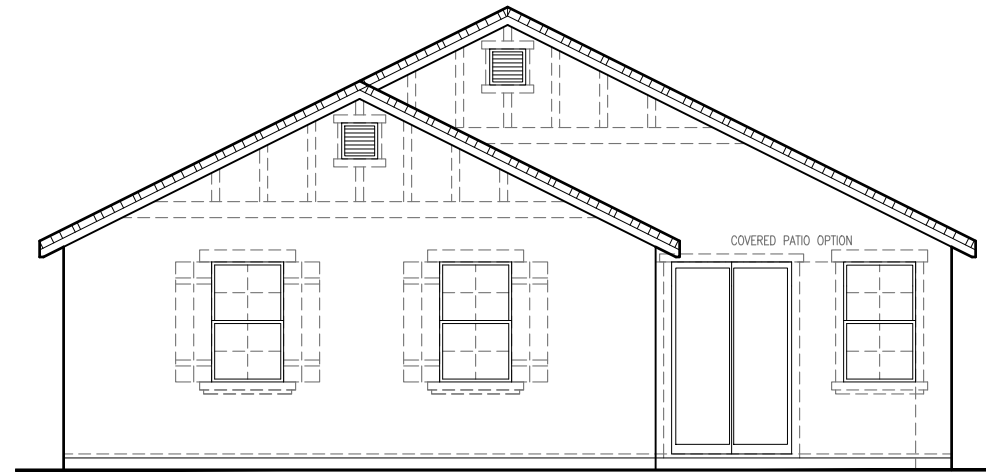
**1412 'B' ELEVATIONS  
SIERRA VISTA**



John Mourier Construction Inc.  
Roseville, California

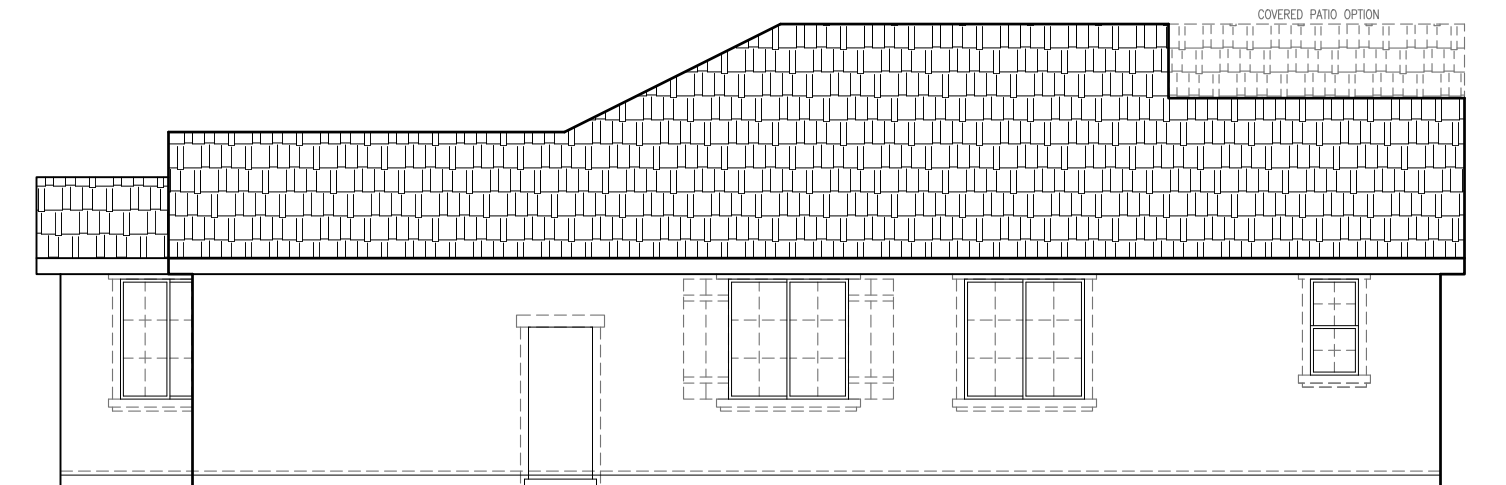


**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

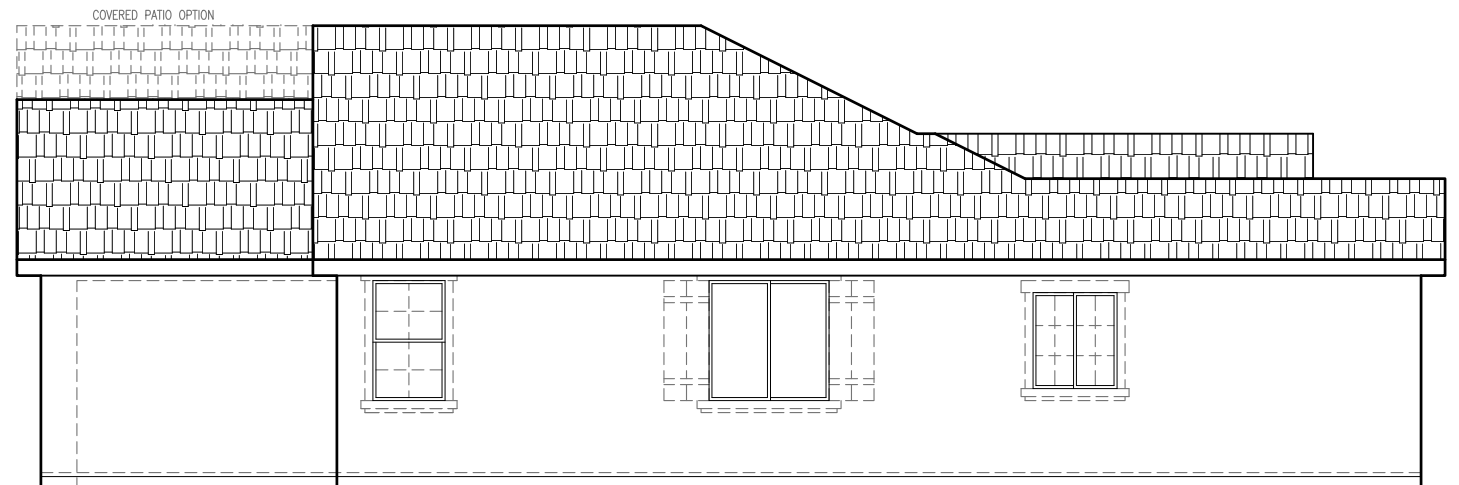


**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

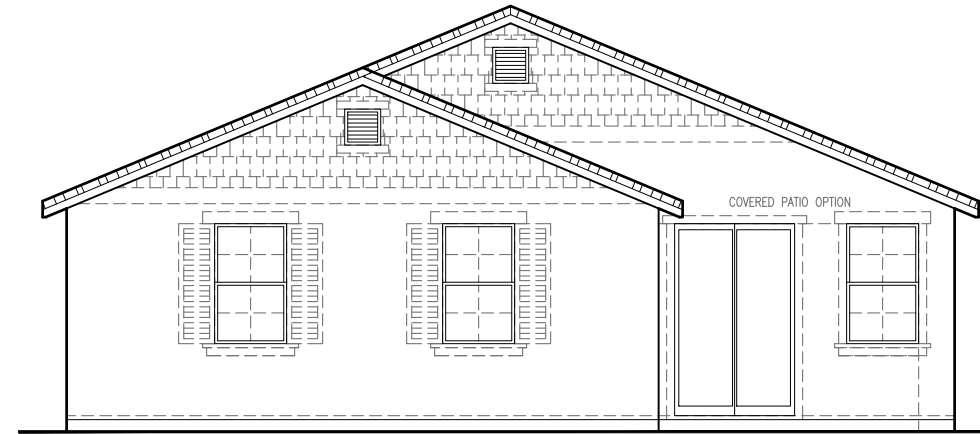
**1412 'C' ELEVATIONS  
SIERRA VISTA**



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Roseville, California

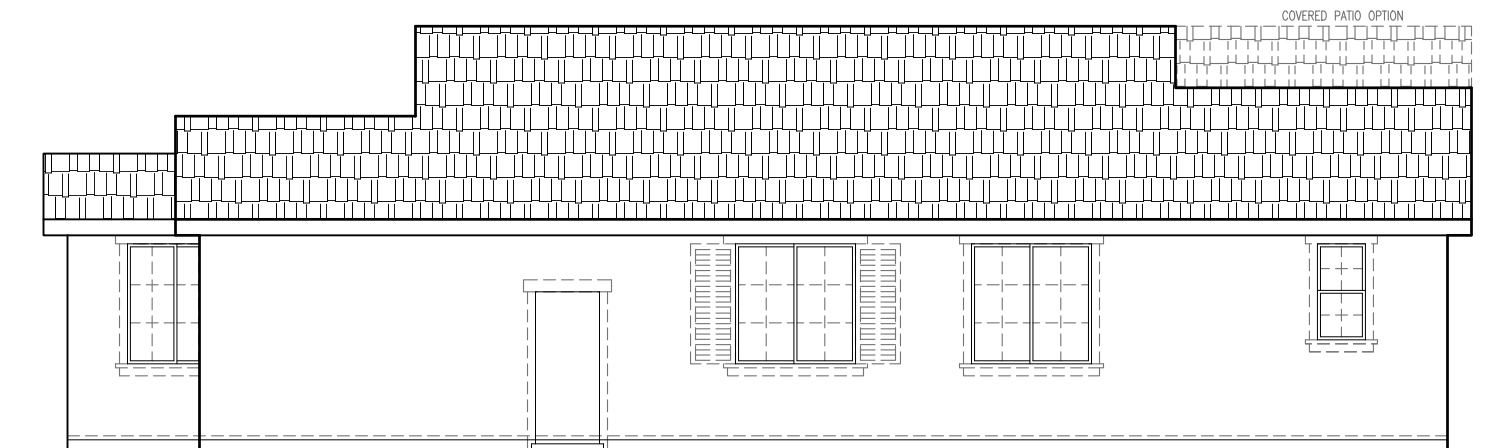


**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

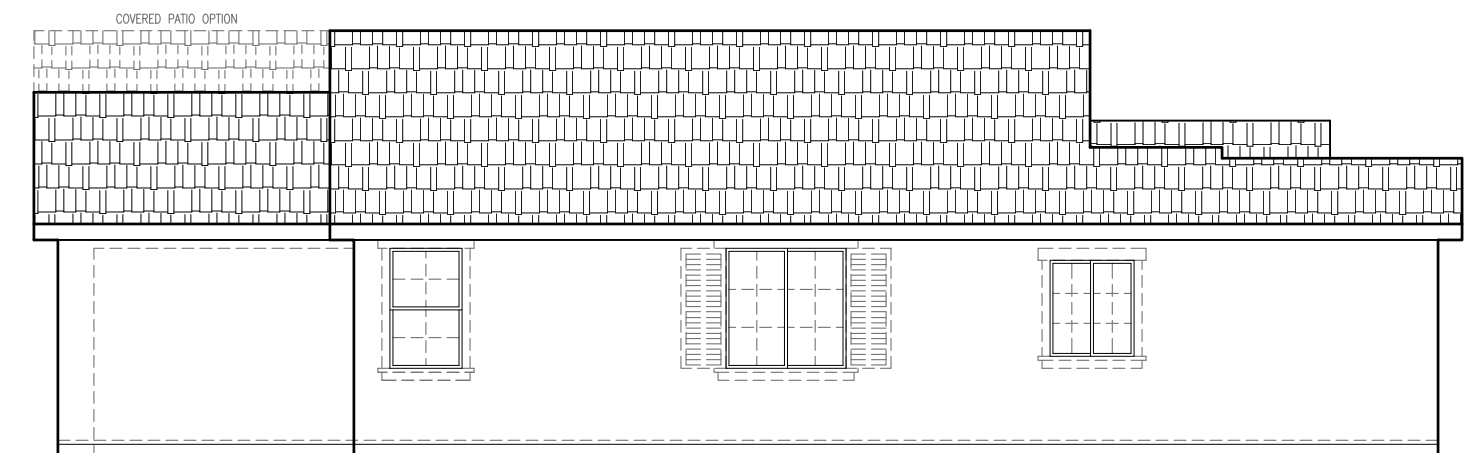


**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

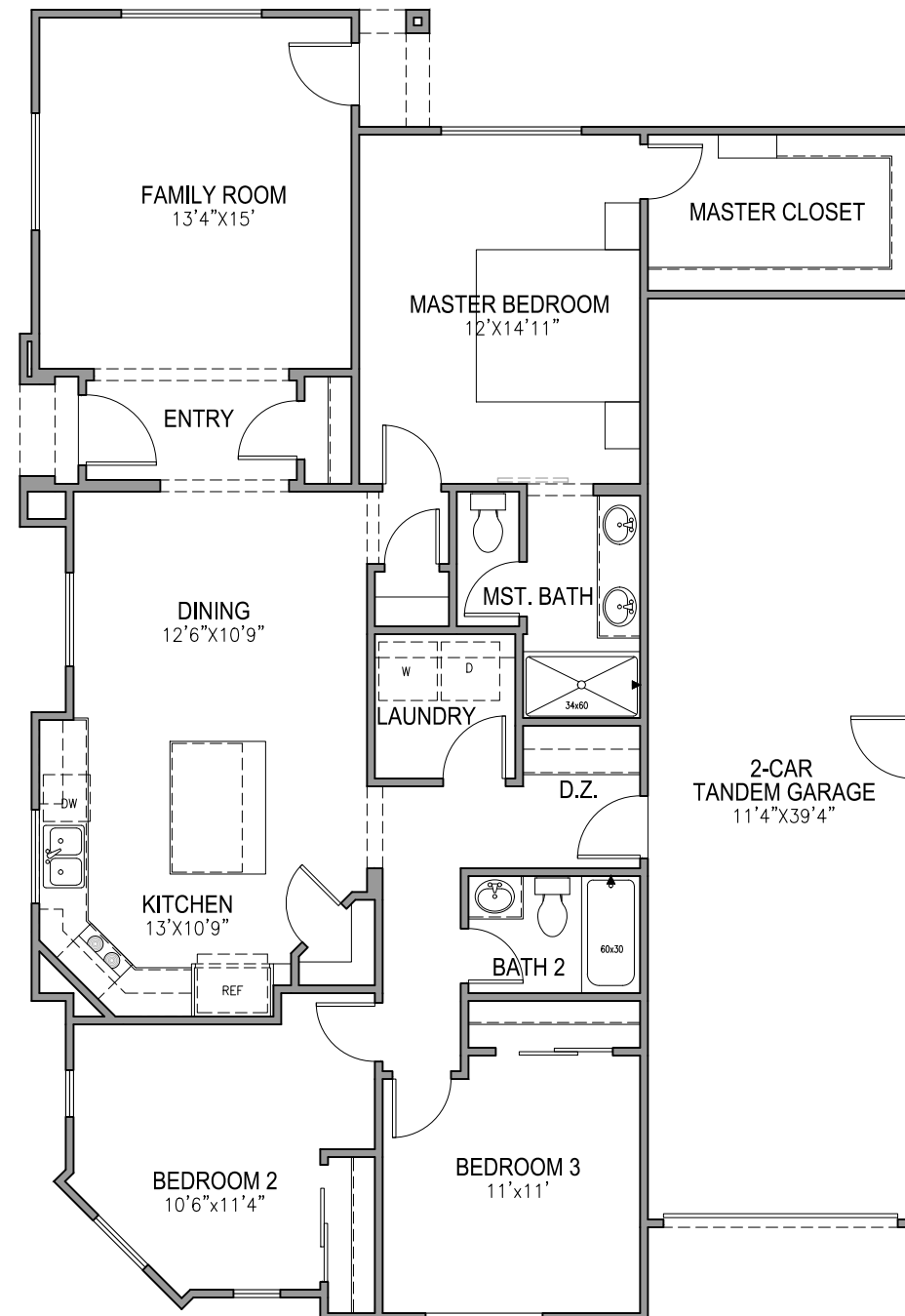


**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

**1412 'D' ELEVATIONS  
SIERRA VISTA**



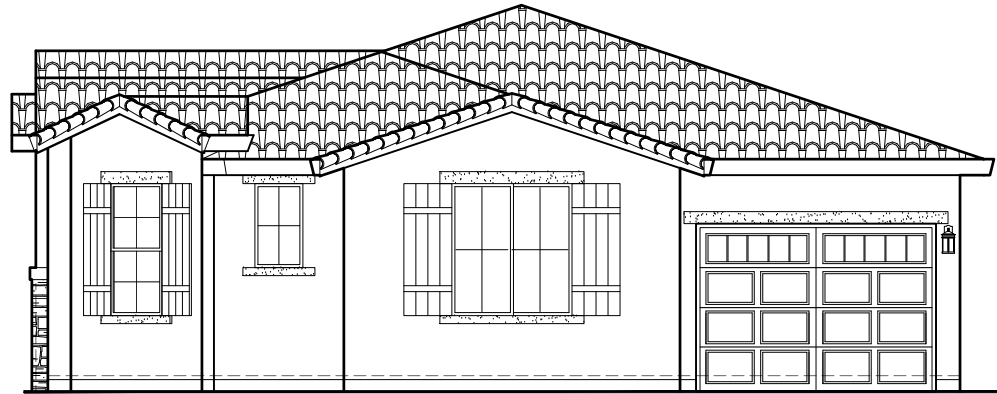
John Mourier Construction Inc.  
Roseville, California



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

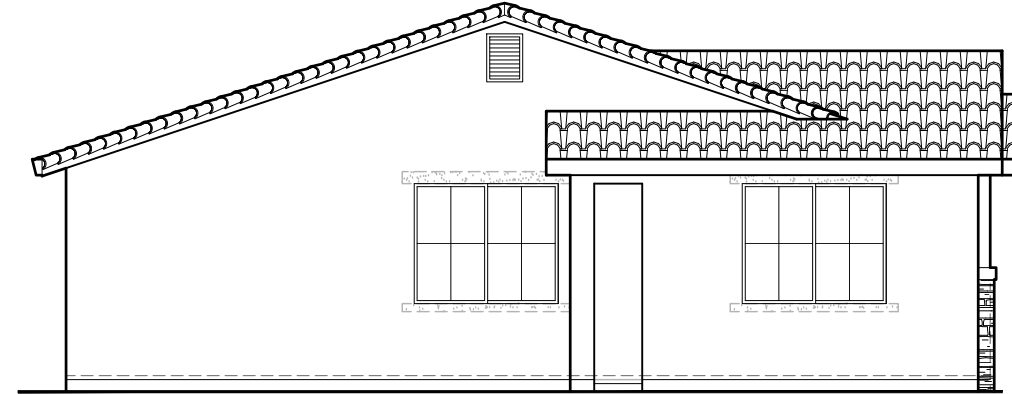
1435 FLOOR PLAN  
SIERRA VISTA





FRONT ELEVATION 'A'

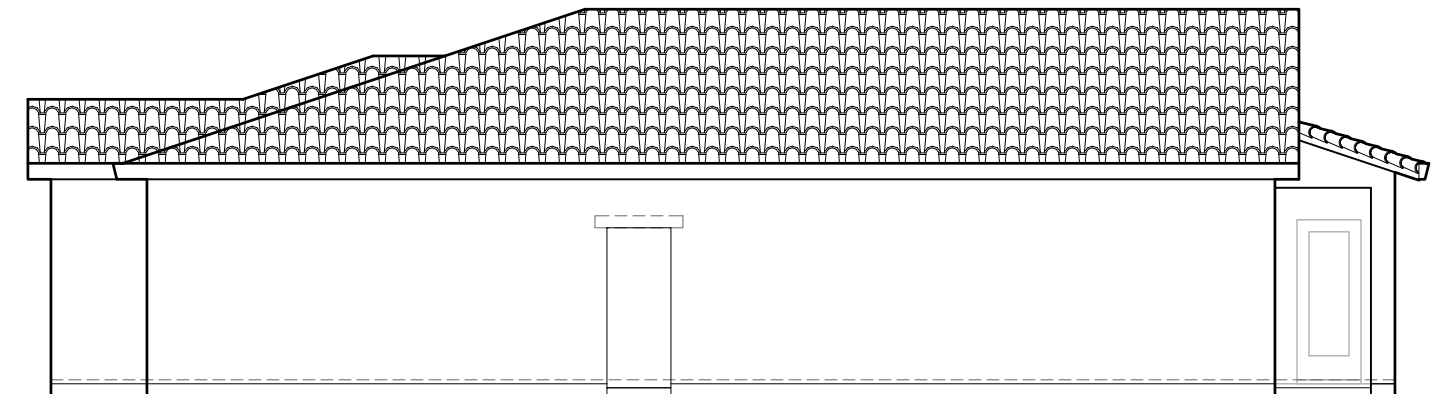
SCALE: 1/8"=1'-0"



REAR ELEVATION 'A'

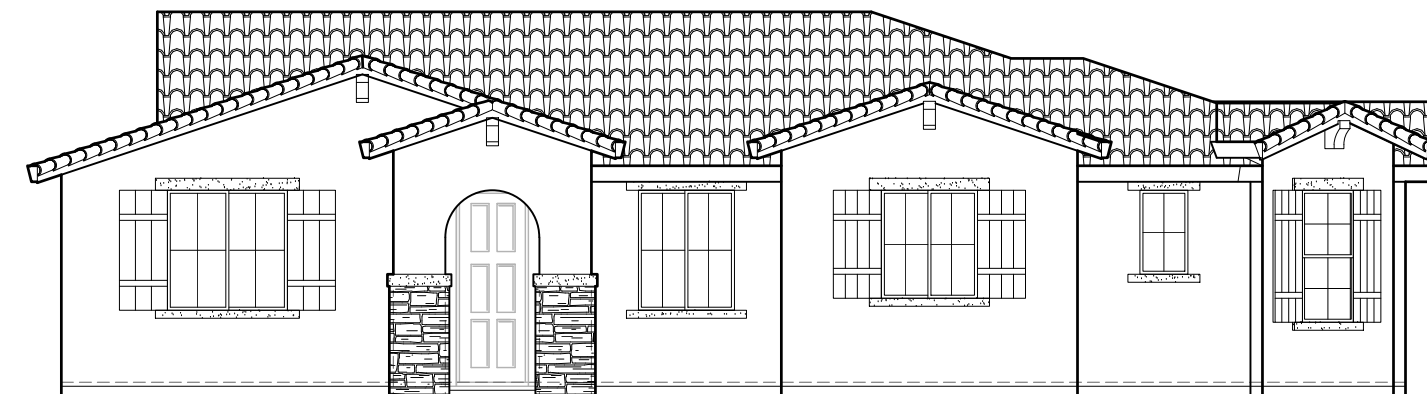
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



RIGHT ELEVATION 'A'

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



LEFT ELEVATION 'A'

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

1435 'A' ELEVATIONS  
SIERRA VISTA

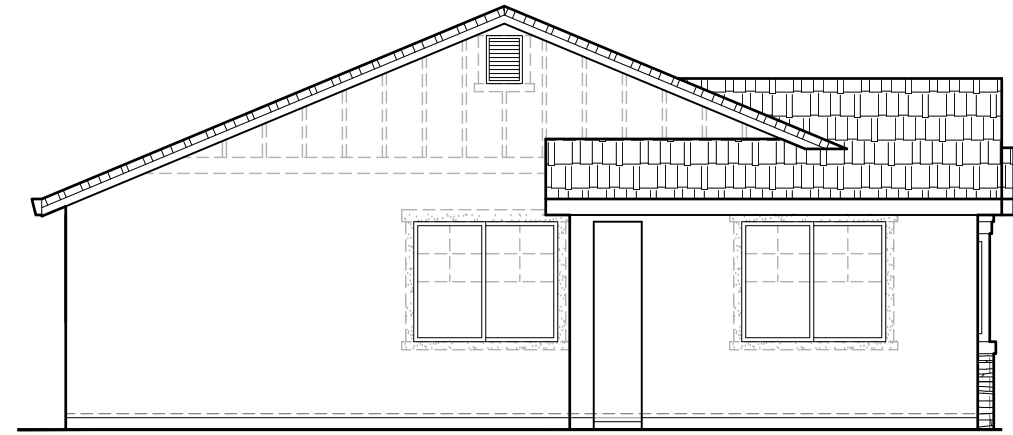
**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California



FRONT ELEVATION 'B'

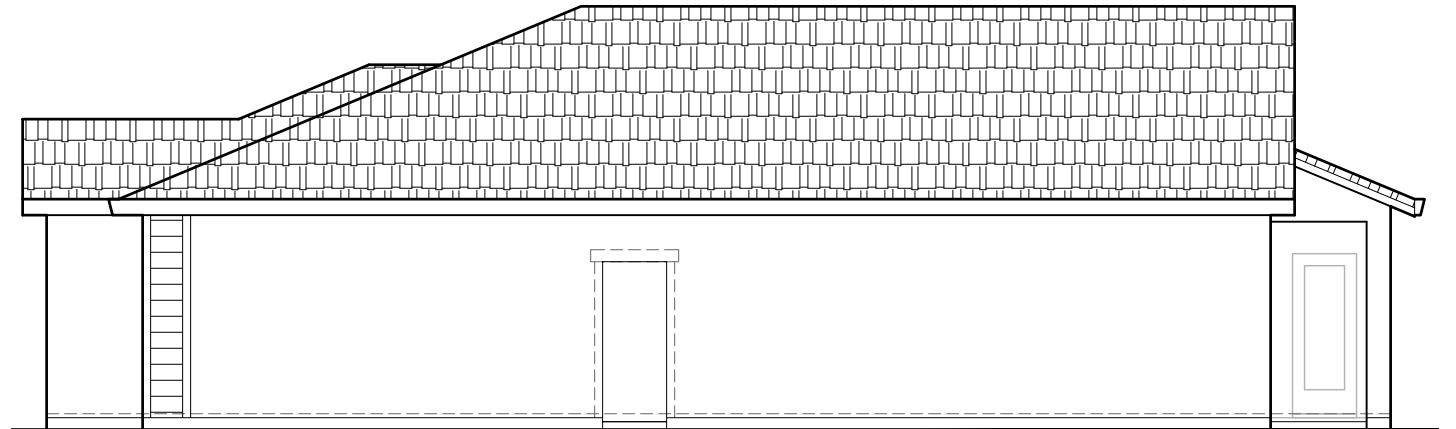
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'

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

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



RIGHT ELEVATION 'B'

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



LEFT ELEVATION 'B'

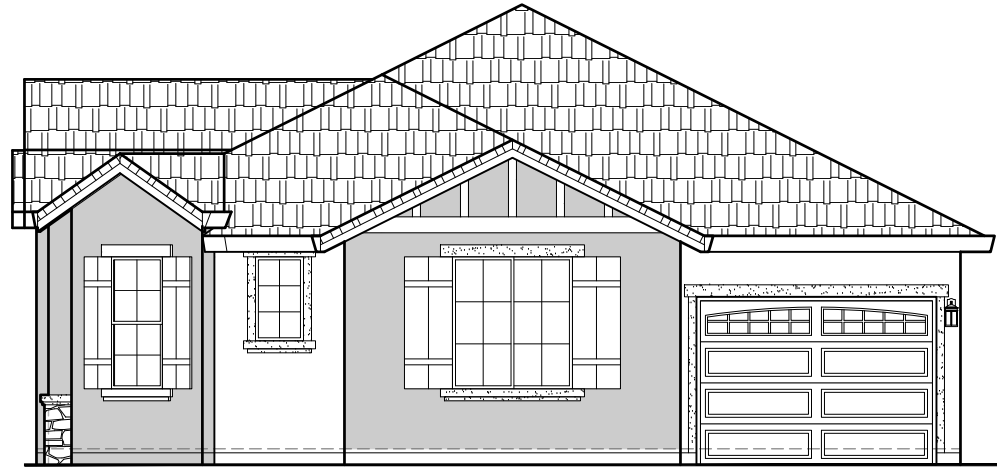
SCALE: 1/8"=1'-0"

1435 'B' ELEVATIONS  
SIERRA VISTA

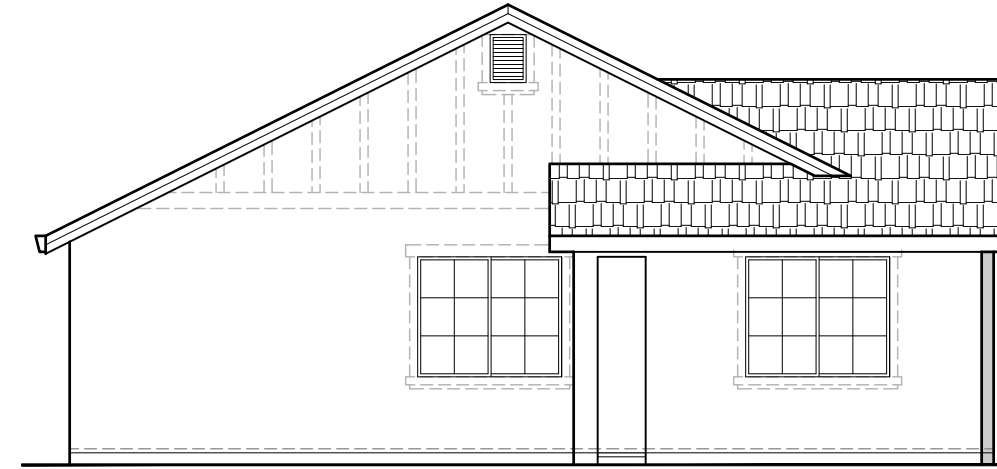
**JMC HOMES**

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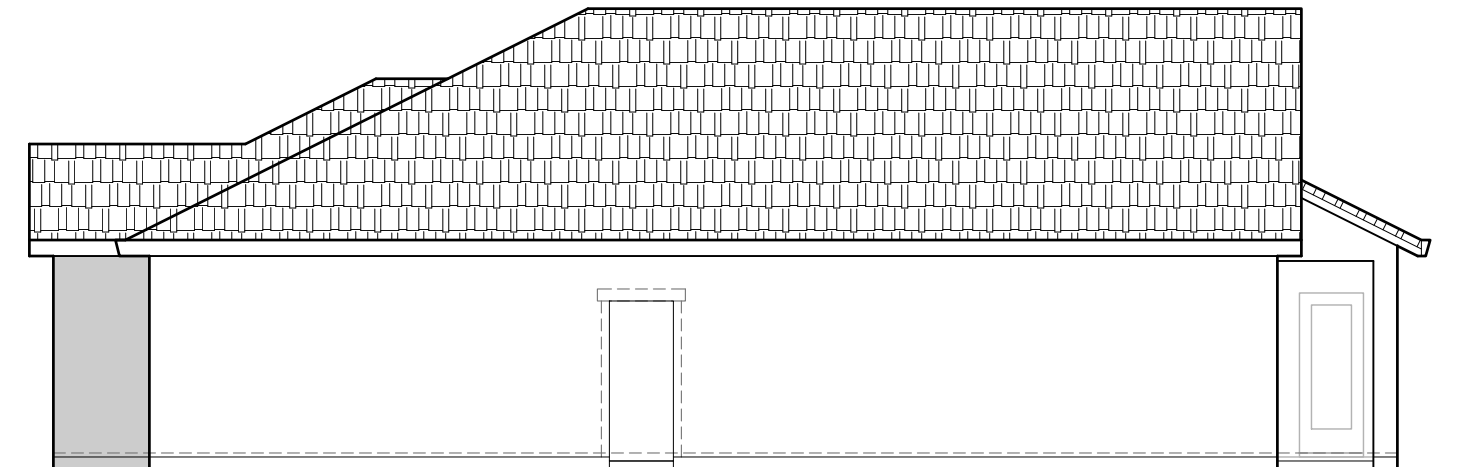


**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

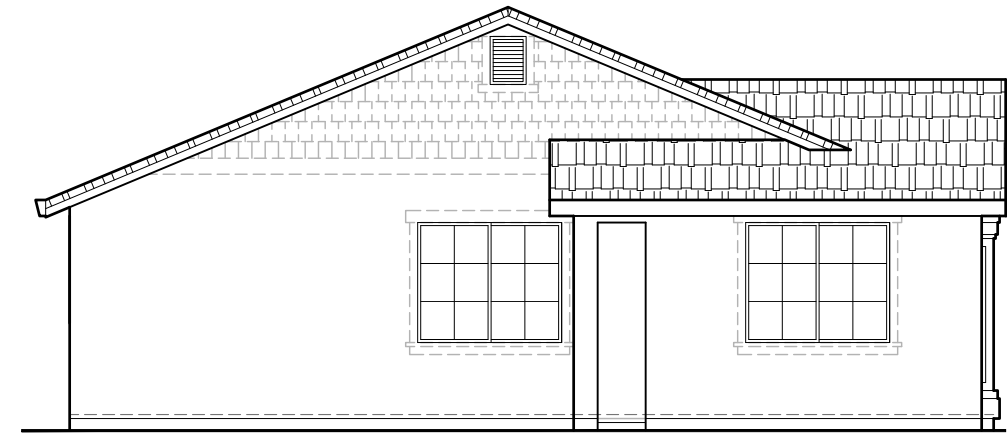
1435 'C' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

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Roseville, California

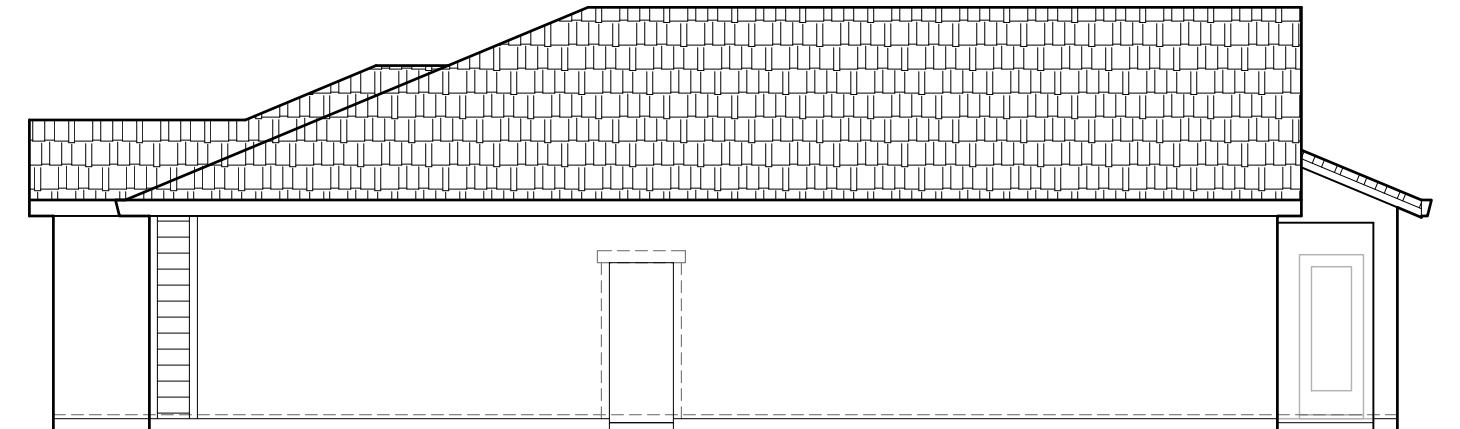


**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

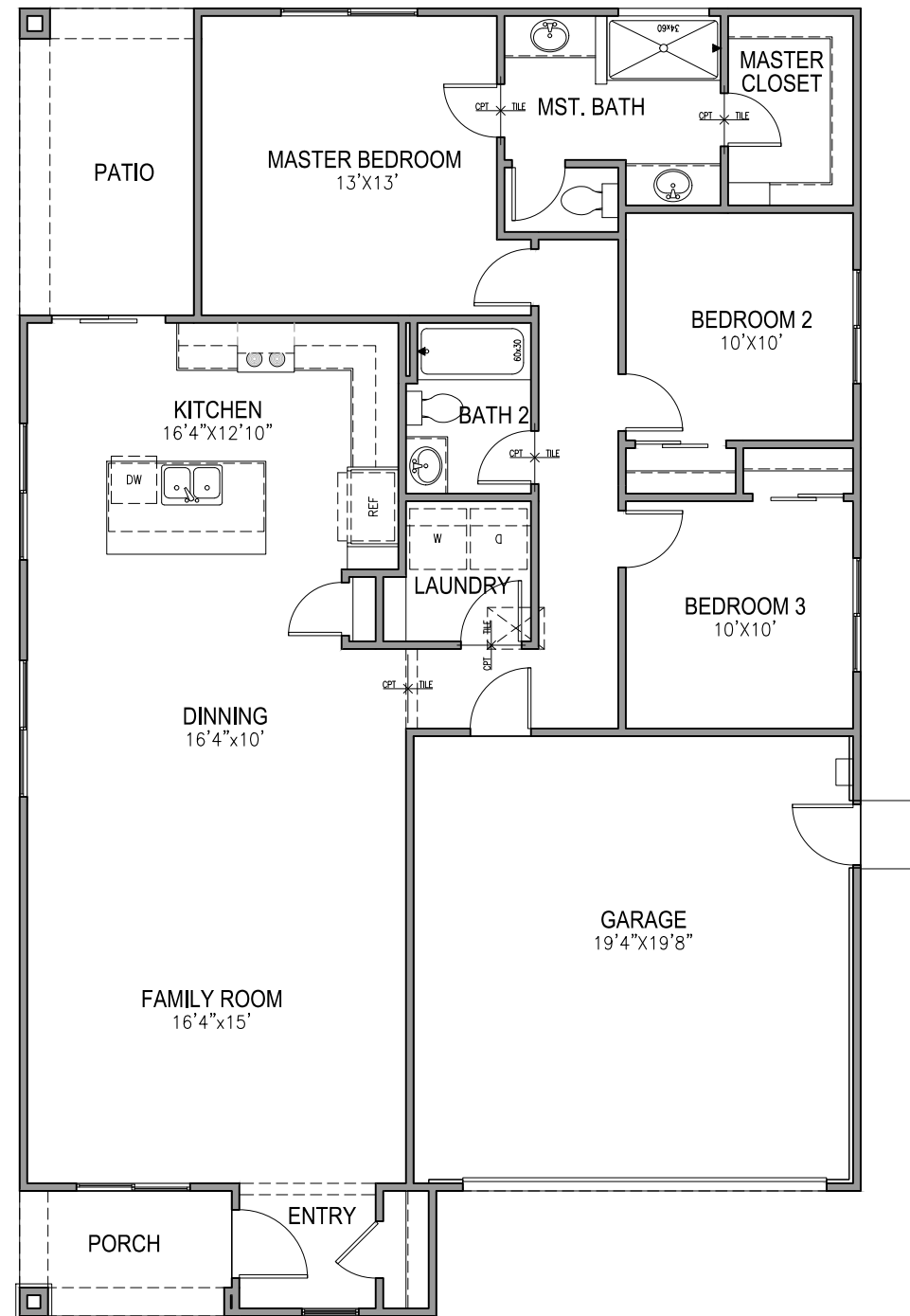


**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

1435 'D' ELEVATIONS  
SIERRA VISTA

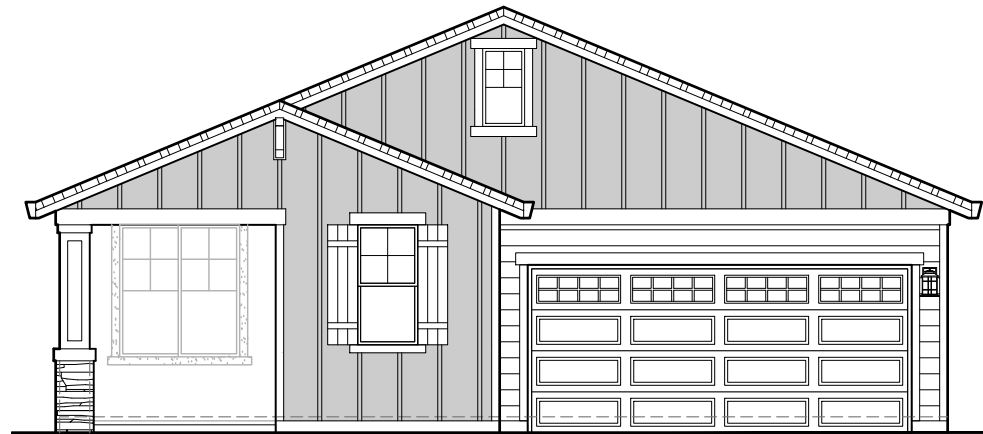


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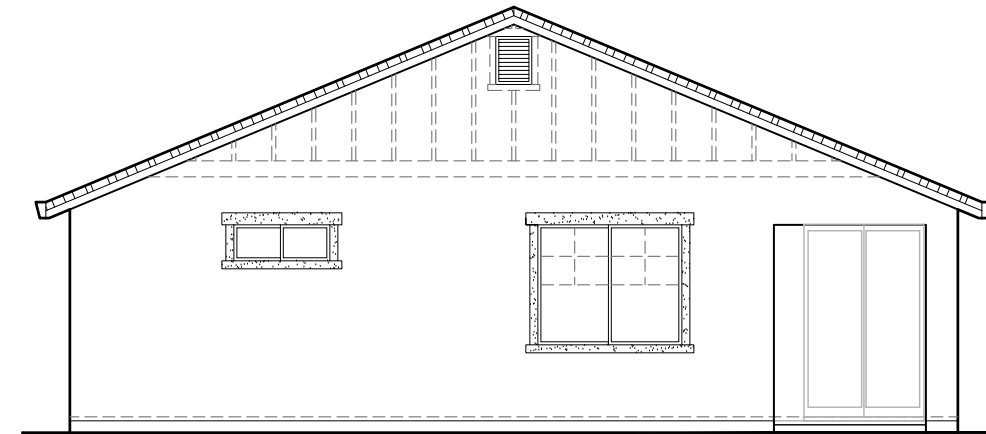


FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

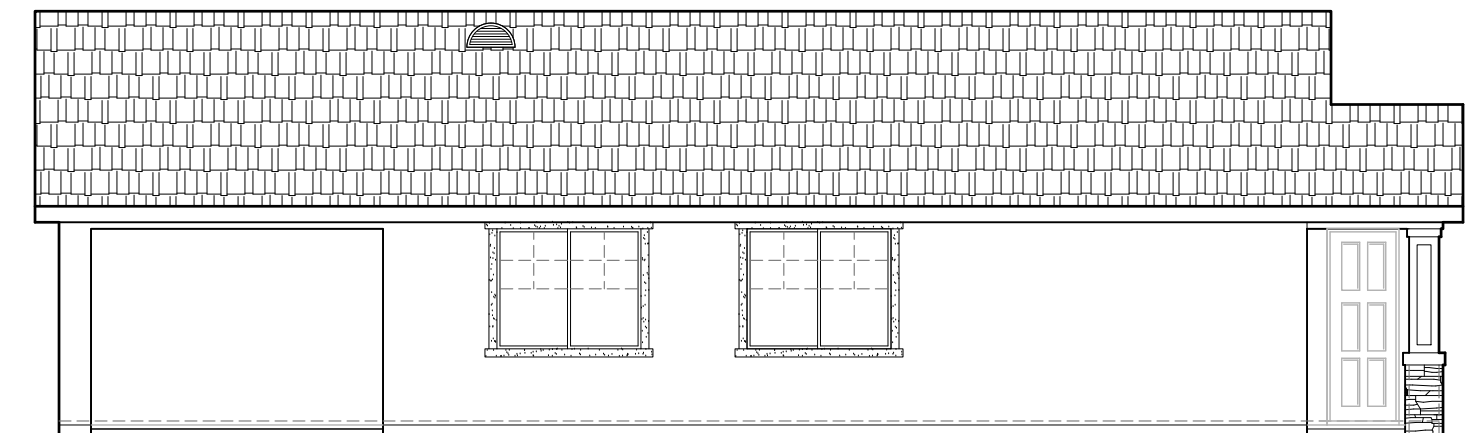
1477 FLOOR PLAN  
SIERRA VISTA



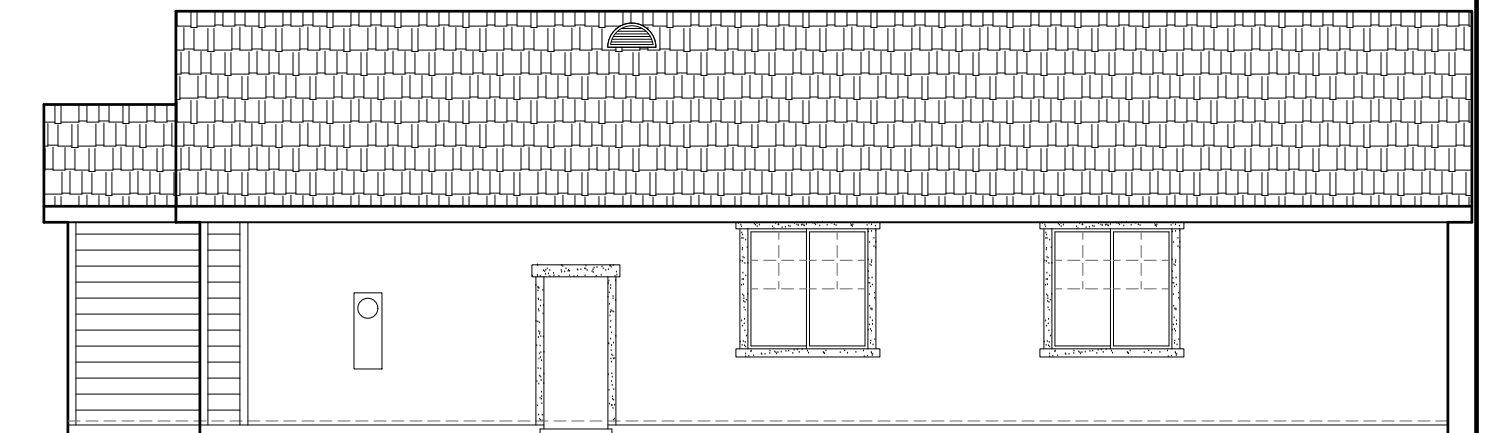
FRONT ELEVATION 'B'  
SCALE: 1/8"=1'-0"



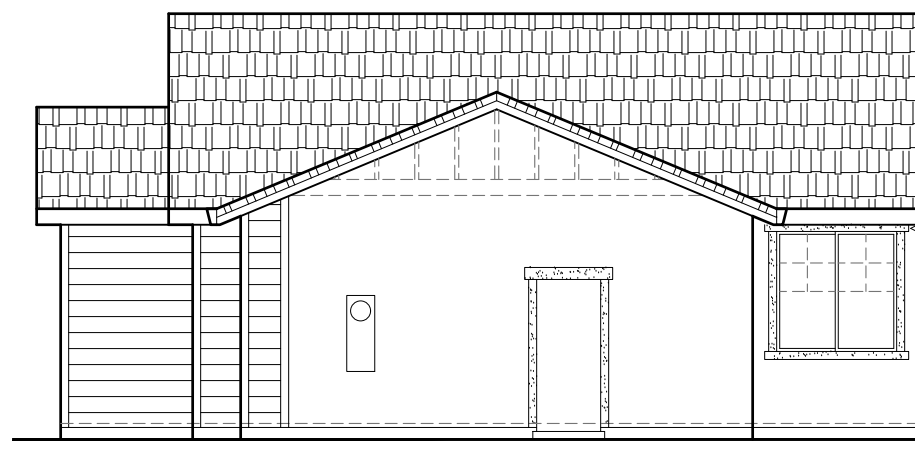
REAR ELEVATION 'B'  
SCALE: 1/8"=1'-0"



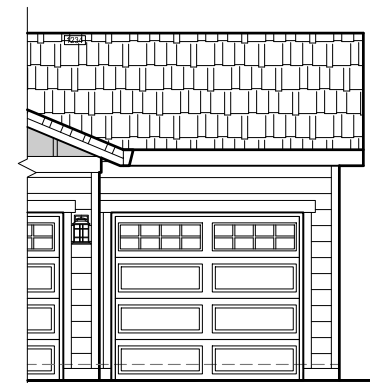
LEFT ELEVATION 'B'  
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'B'  
SCALE: 1/8"=1'-0"



GARAGE OPT  
SCALE: 1/8"=1'-0"



1477 'B' ELEVATIONS  
SIERRA VISTA

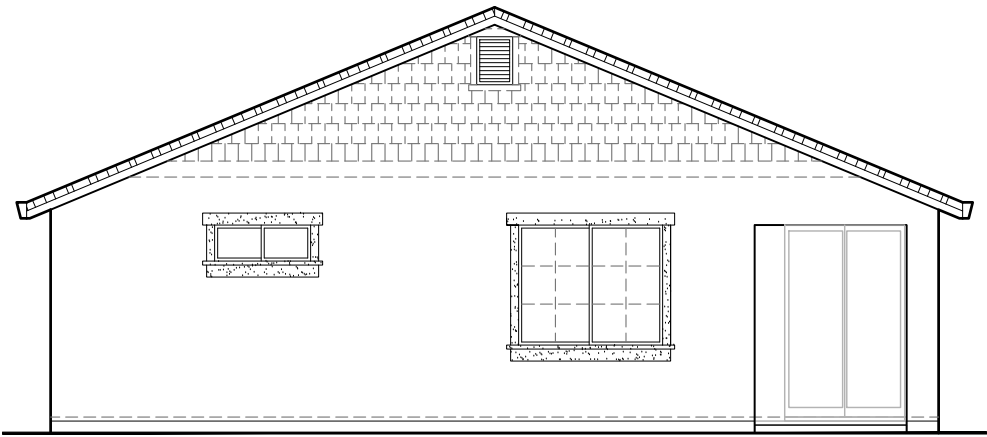


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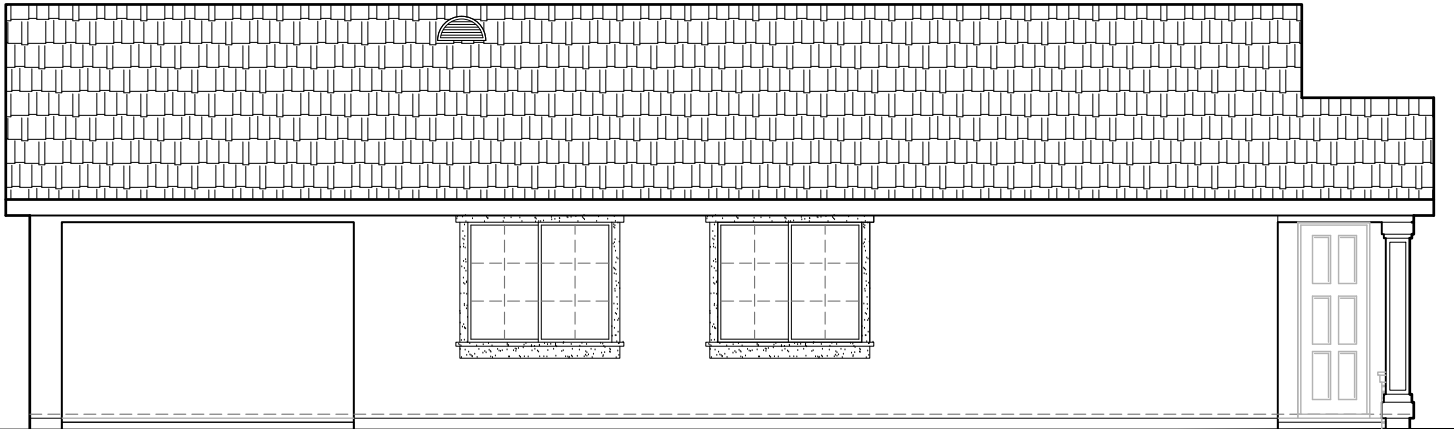
SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
IS ADJACENT TO A STREET, OPEN SPACE, OR  
OTHER PUBLIC LOCATION.



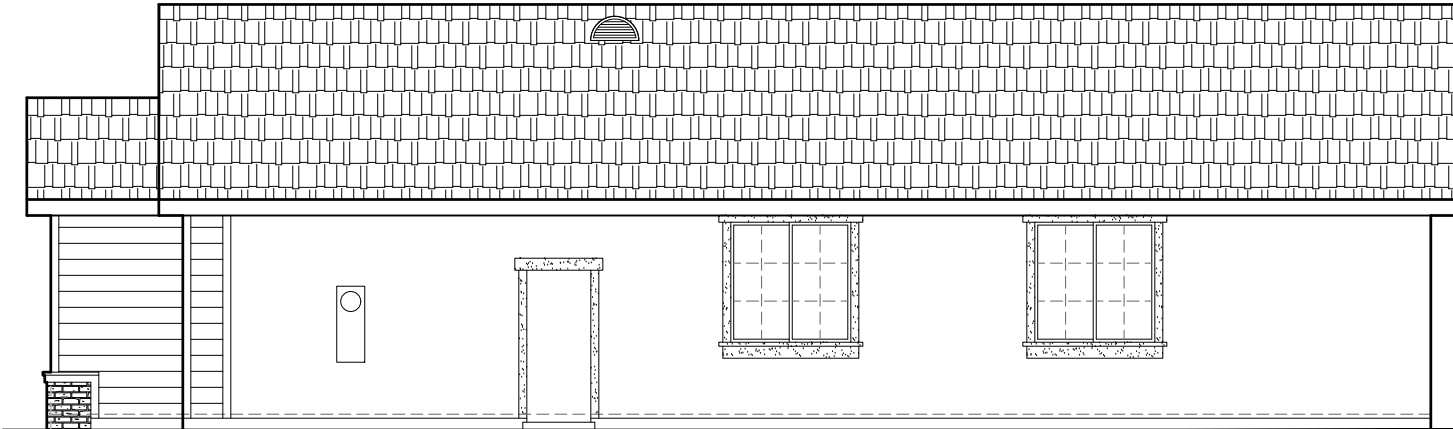
FRONT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



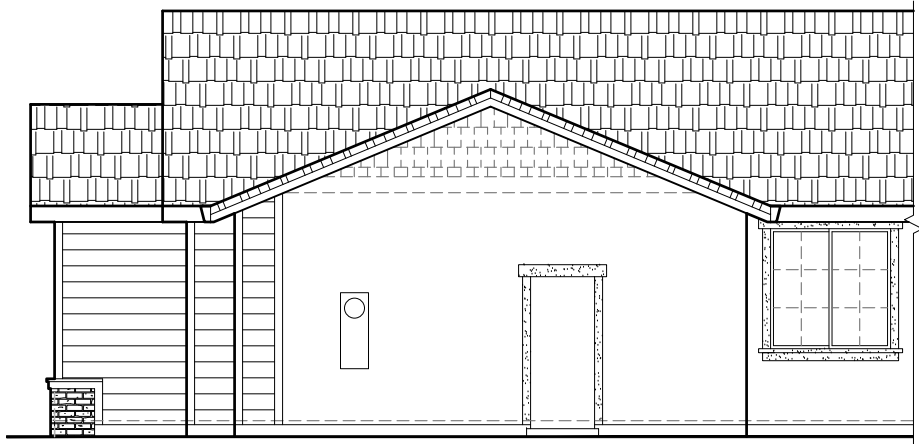
REAR ELEVATION 'C'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



GARAGE OPT  
SCALE: 1/8"=1'-0"



1477 'C' ELEVATIONS  
SIERRA VISTA



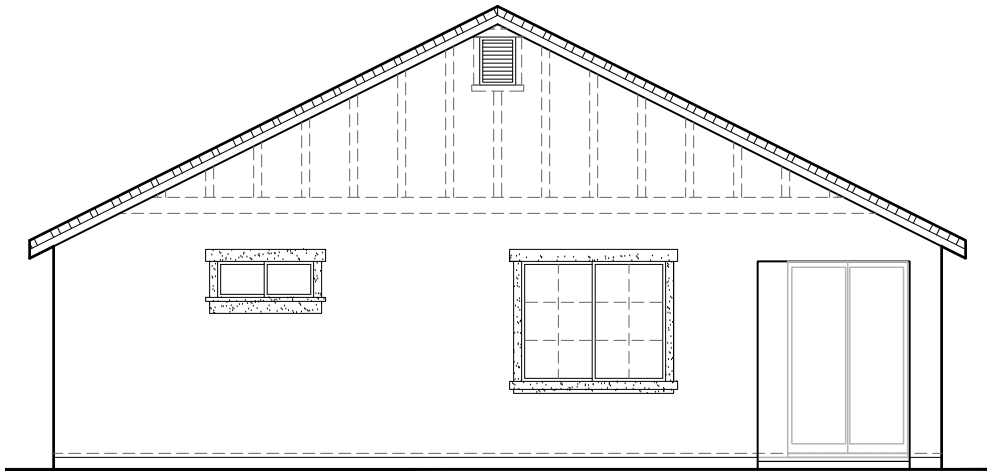
John Mourier Construction Inc.  
Roseville, California

SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
IS ADJACENT TO A STREET, OPEN SPACE, OR  
OTHER PUBLIC LOCATION.



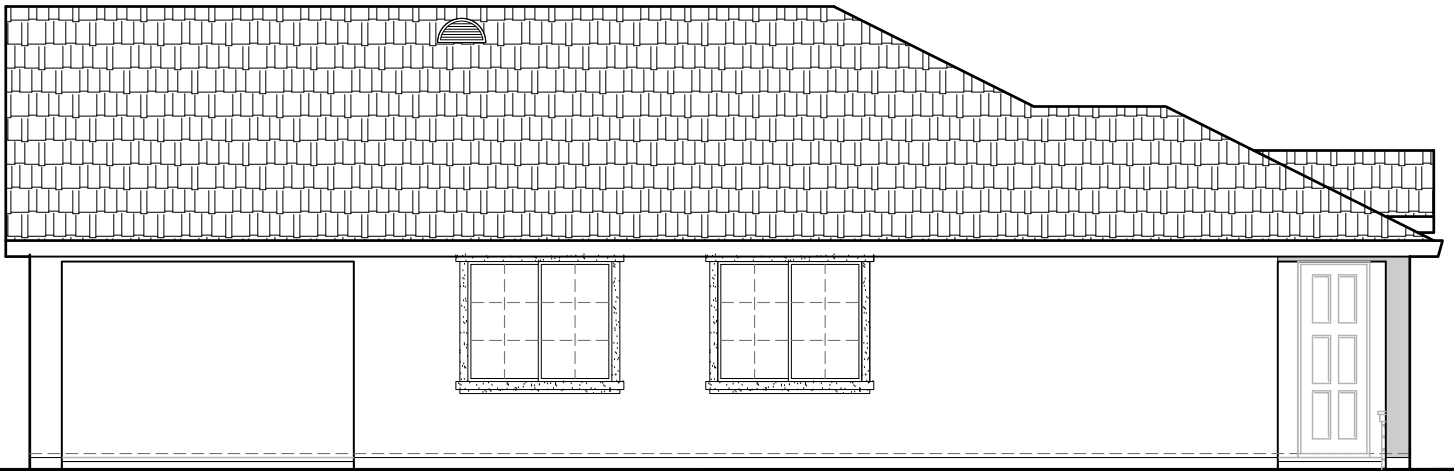
FRONT ELEVATION 'D'

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



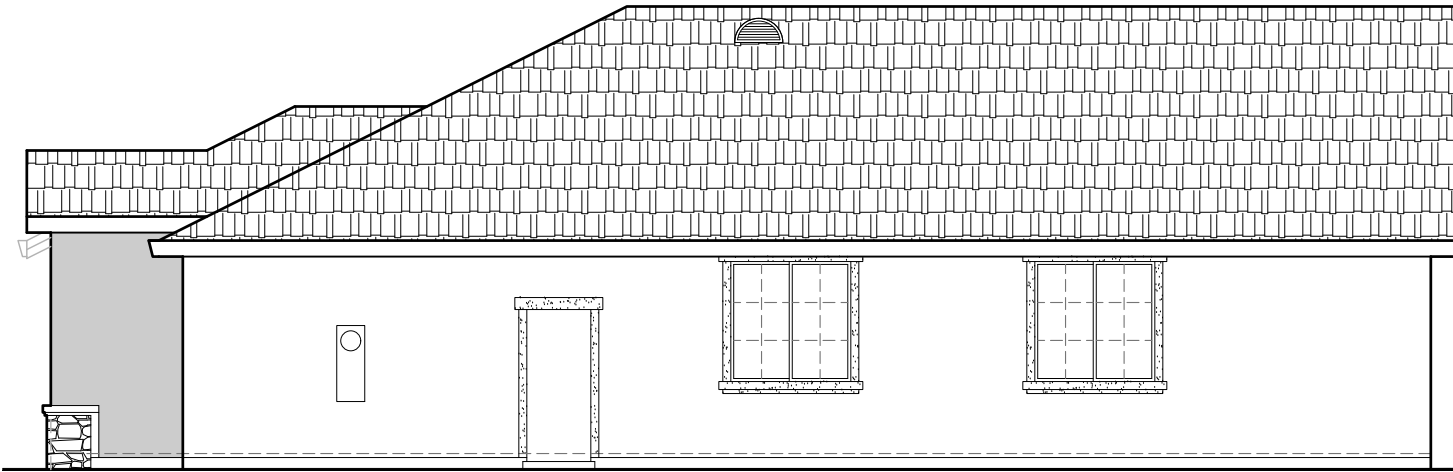
REAR ELEVATION 'D'

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



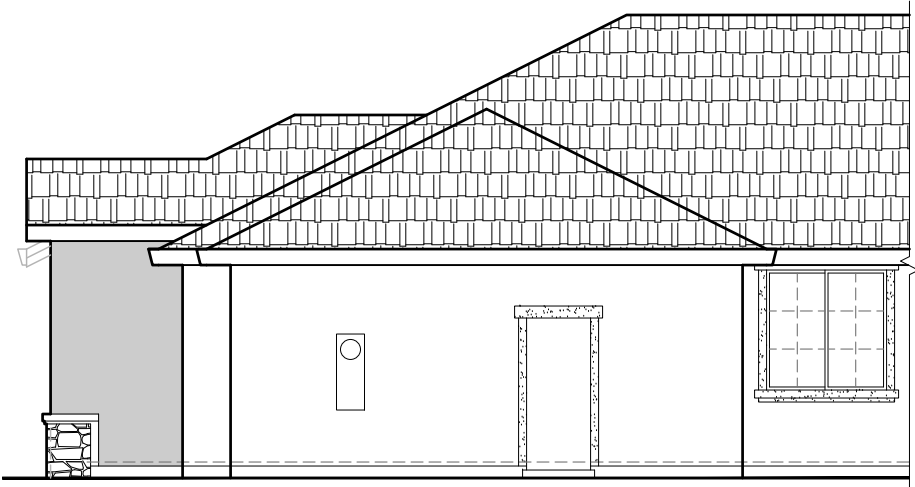
LEFT ELEVATION 'C'

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



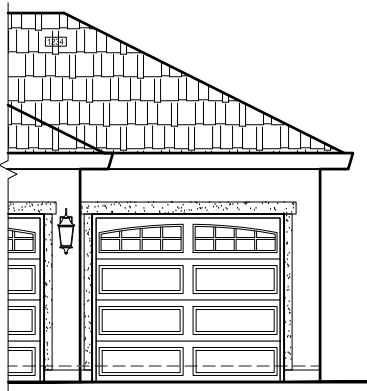
RIGHT ELEVATION 'C'

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



GARAGE OPT

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

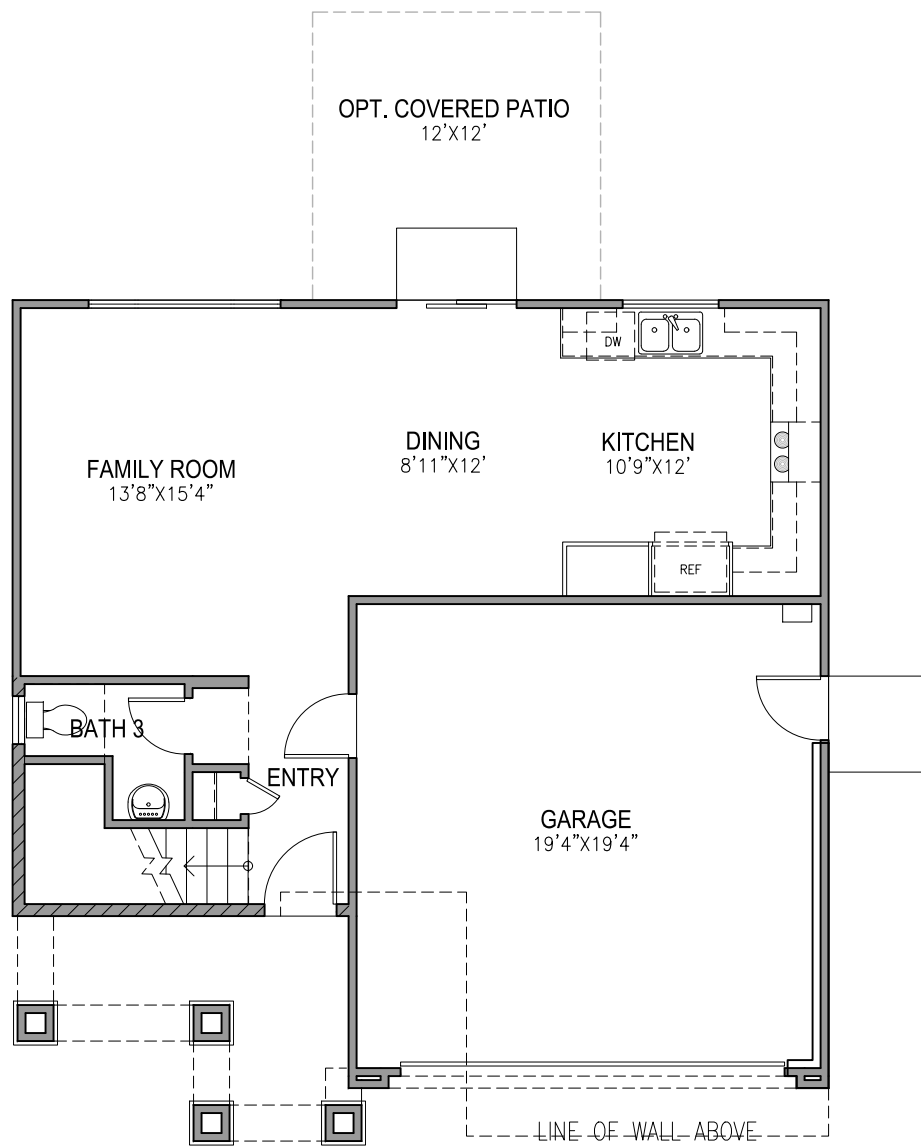


1477 'D' ELEVATIONS  
SIERRA VISTA



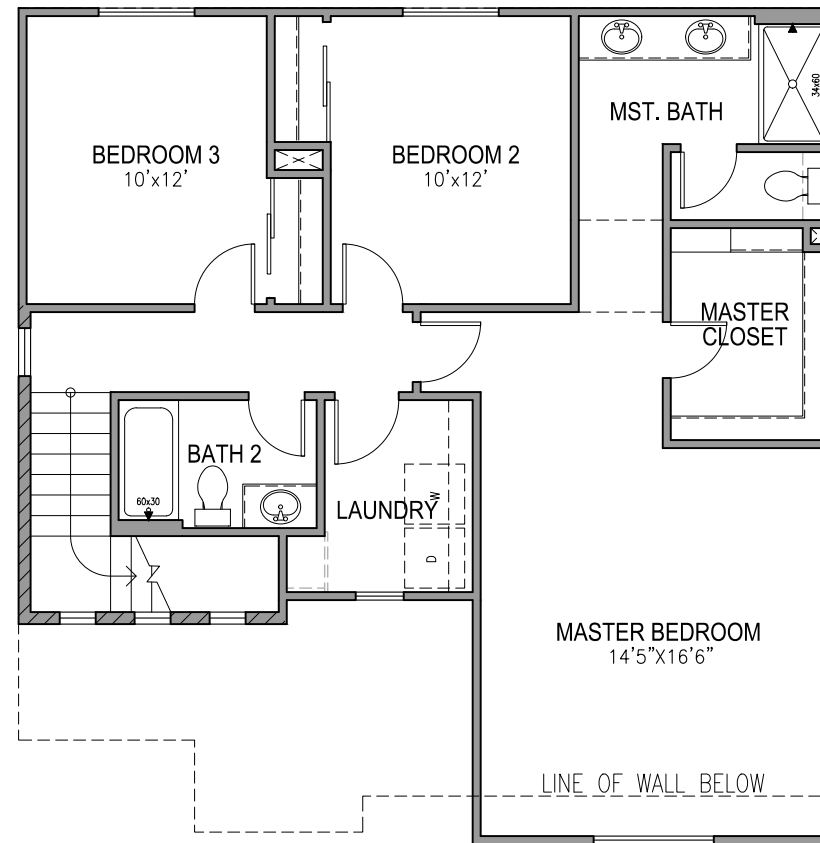
John Mourier Construction Inc.  
Roseville, California





FIRST FLOOR PLAN

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



SECOND FLOOR PLAN

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

1570 FLOOR PLAN  
SIERRA VISTA

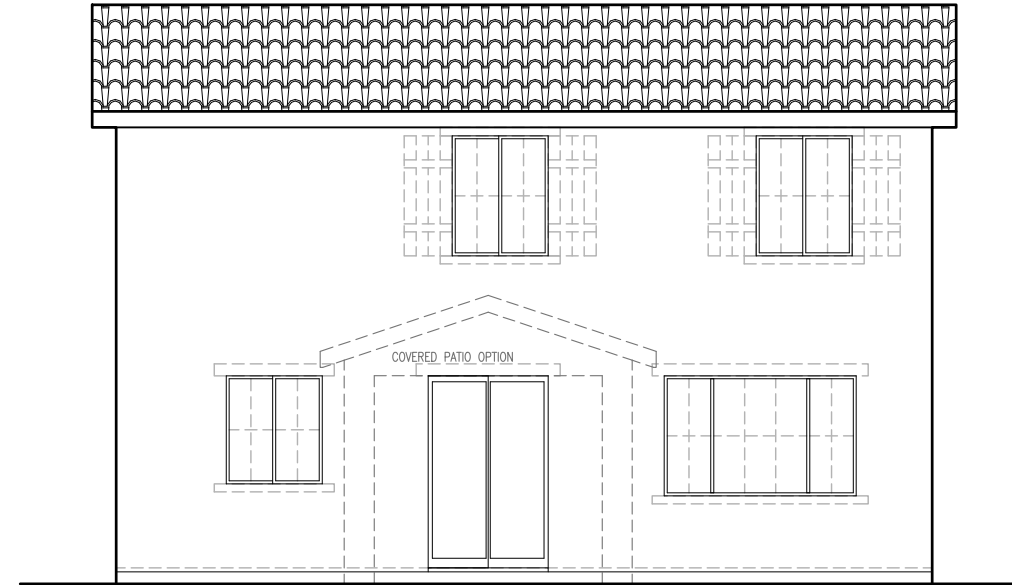
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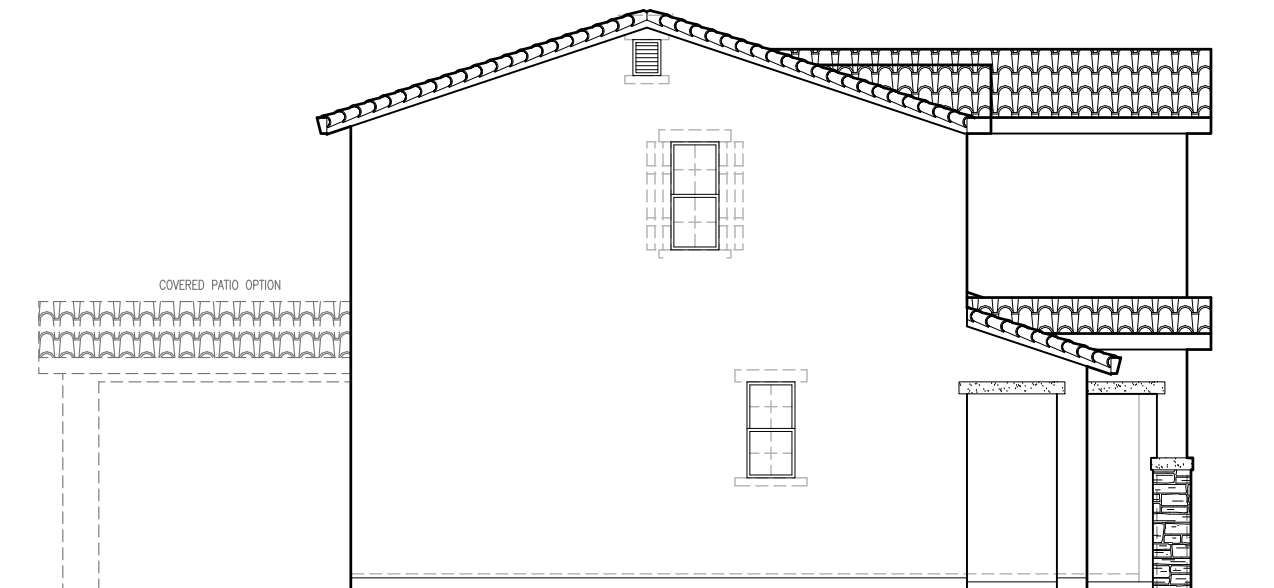
FRONT ELEVATION 'A'

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



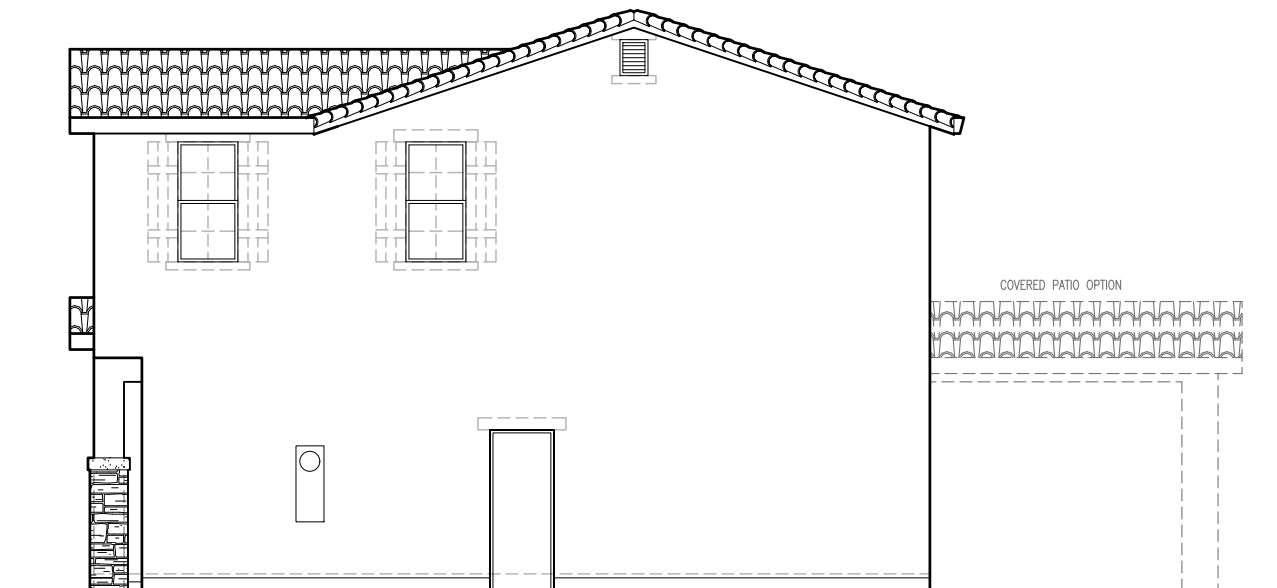
REAR ELEVATION 'A'

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



LEFT ELEVATION 'A'

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



RIGHT ELEVATION 'A'

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

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

1570 'A' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

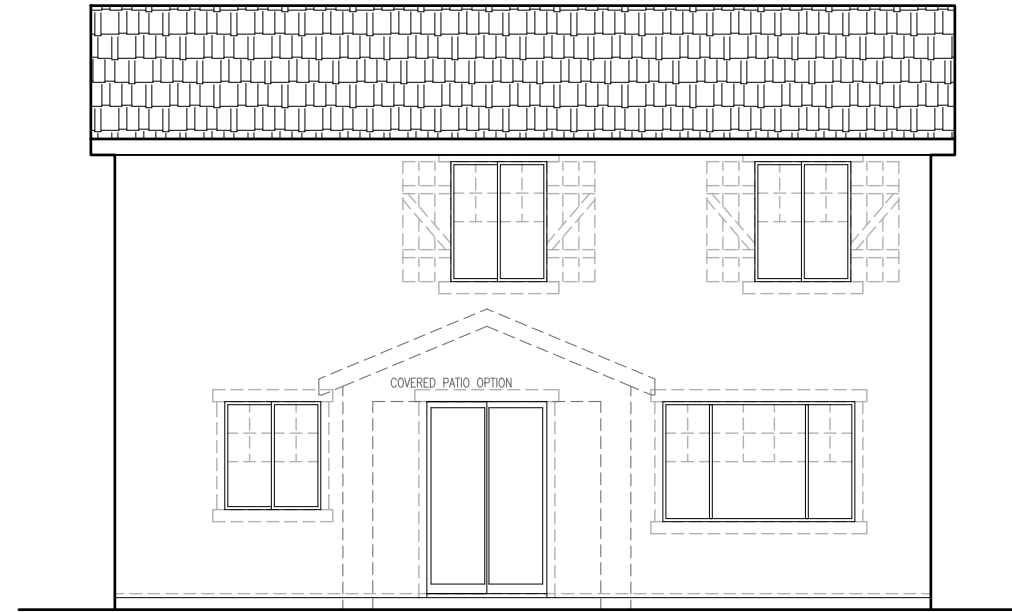
John Mourier Construction Inc.  
Roseville, California





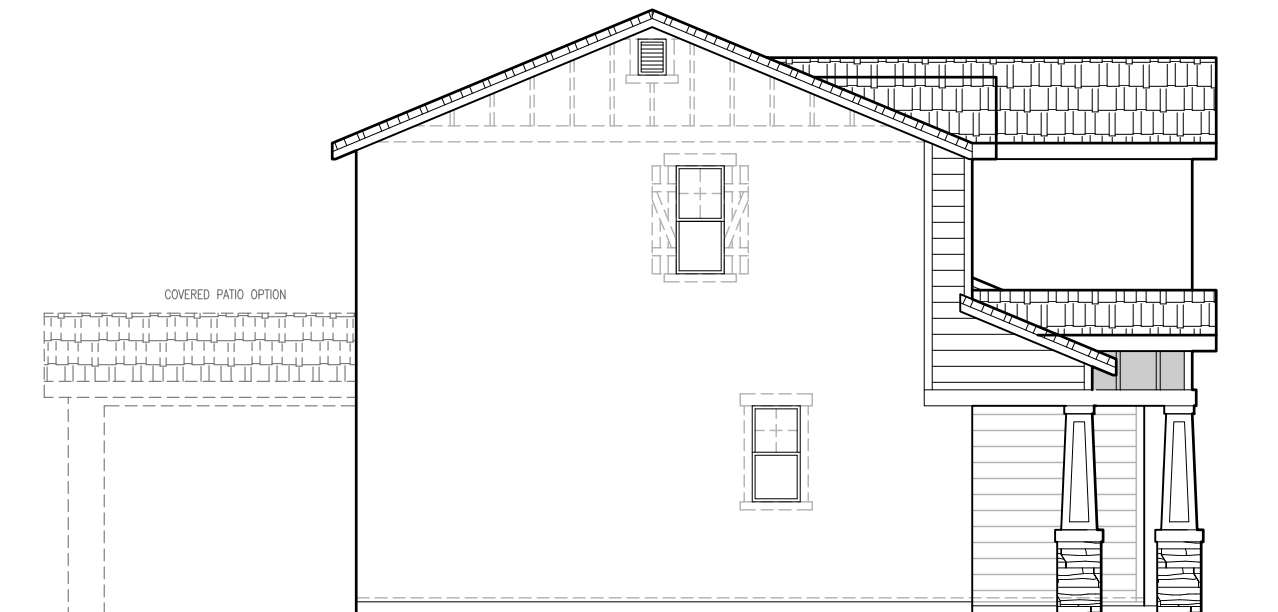
**FRONT ELEVATION 'B'**

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



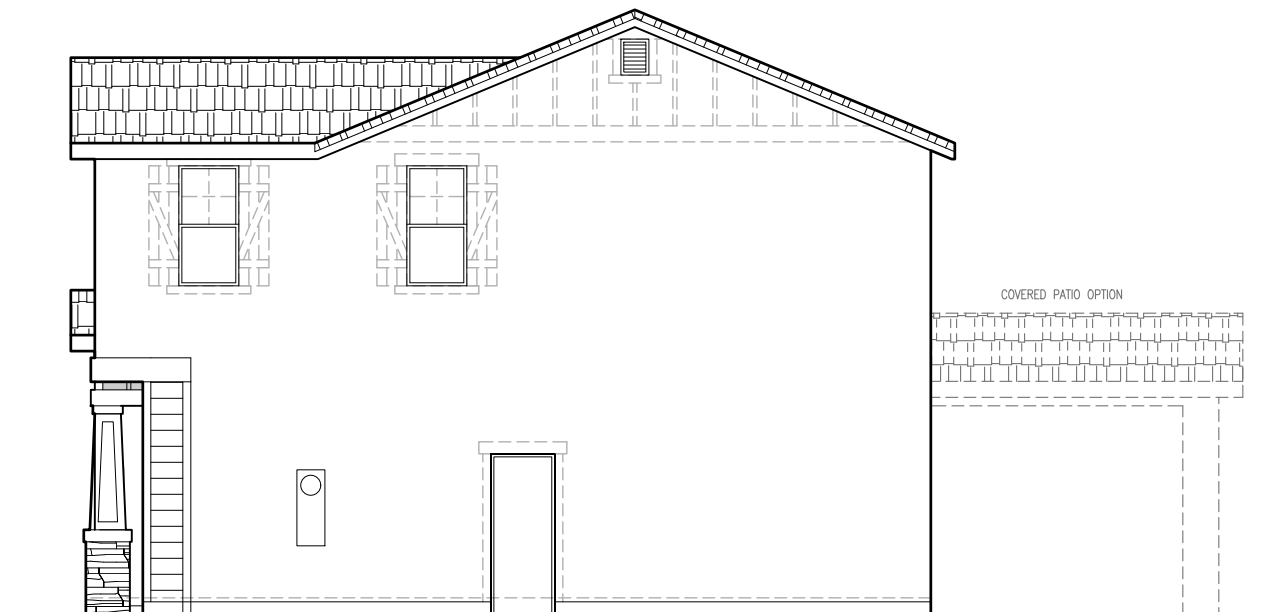
**REAR ELEVATION 'B'**

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



**LEFT ELEVATION 'B'**

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



**RIGHT ELEVATION 'B'**

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

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

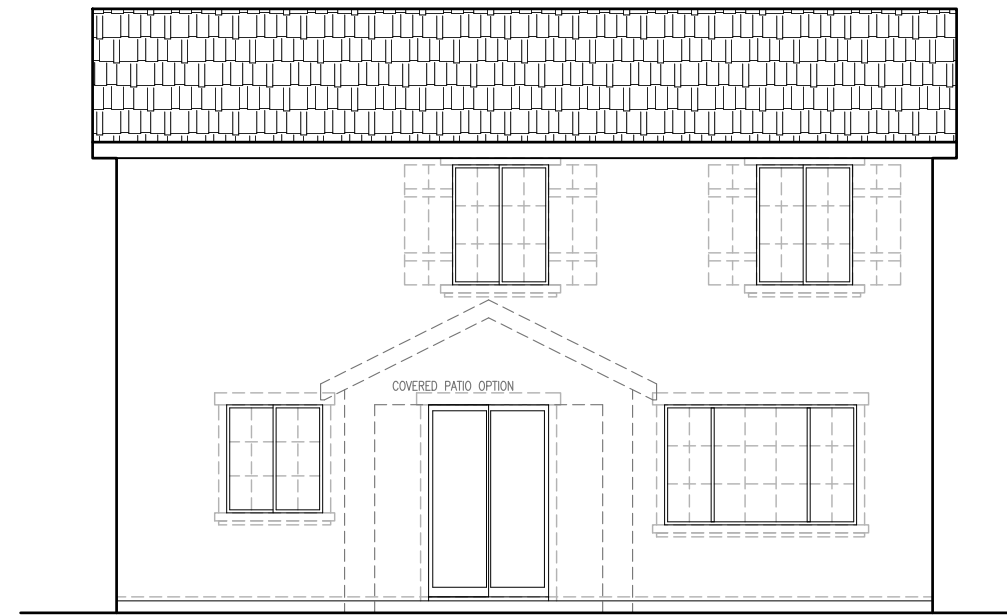
**1570 'B' ELEVATIONS  
SIERRA VISTA**

**JMC HOMES**

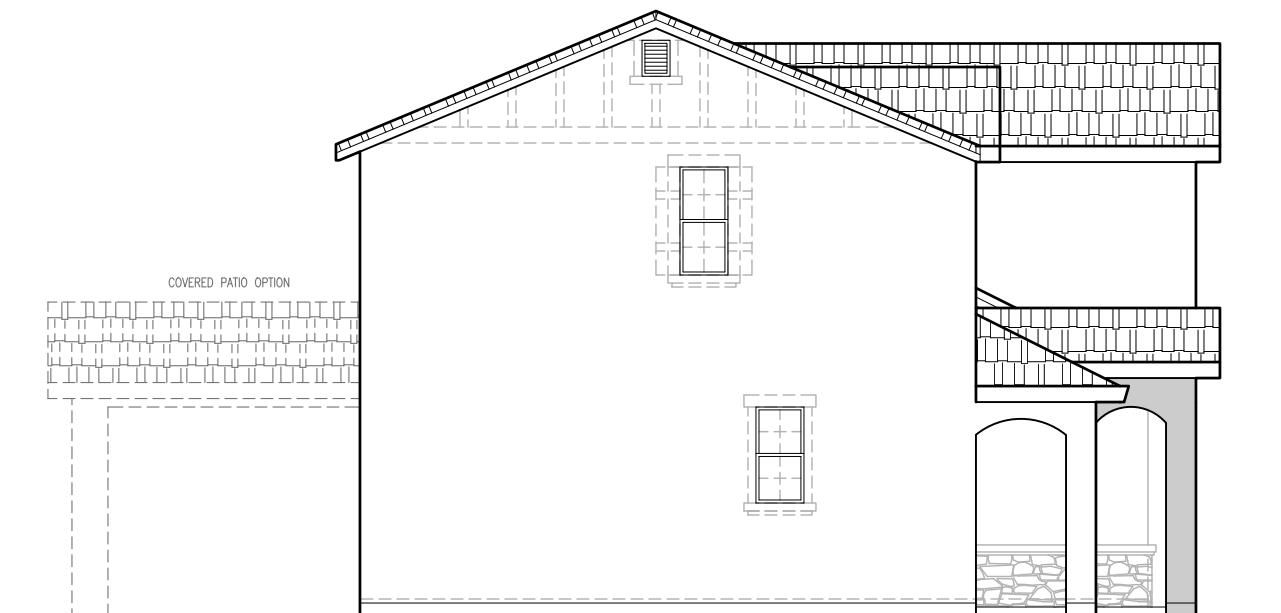
John Mourier Construction Inc.  
Roseville, California



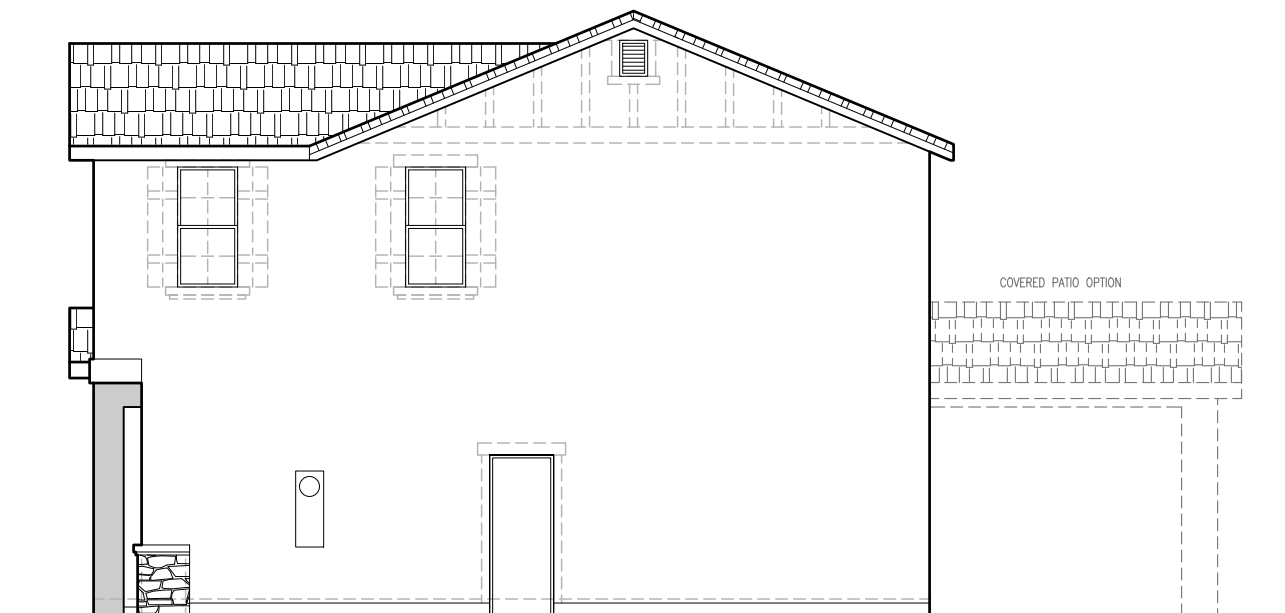
**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**1570 'C' ELEVATIONS  
SIERRA VISTA**

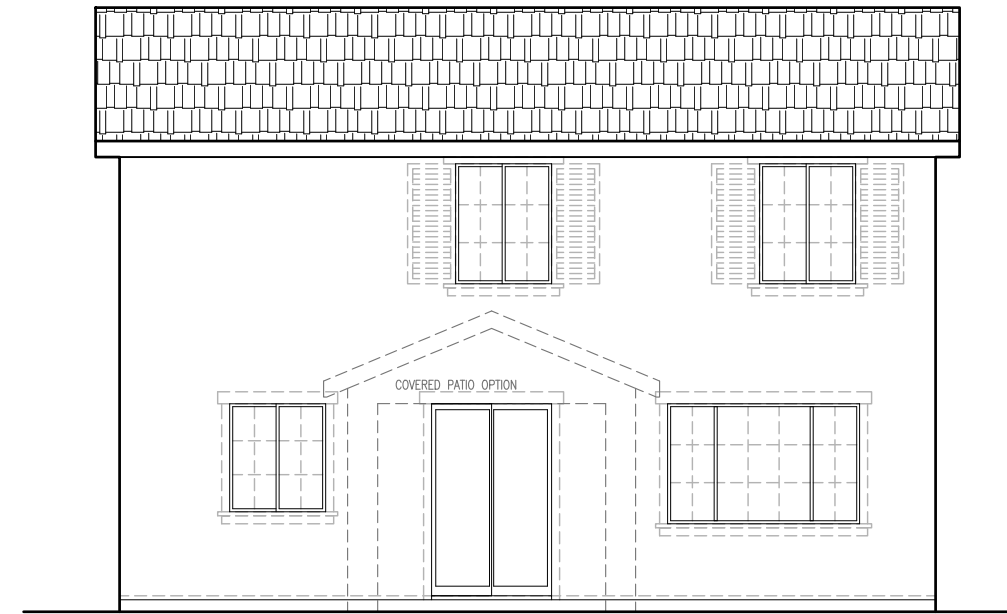


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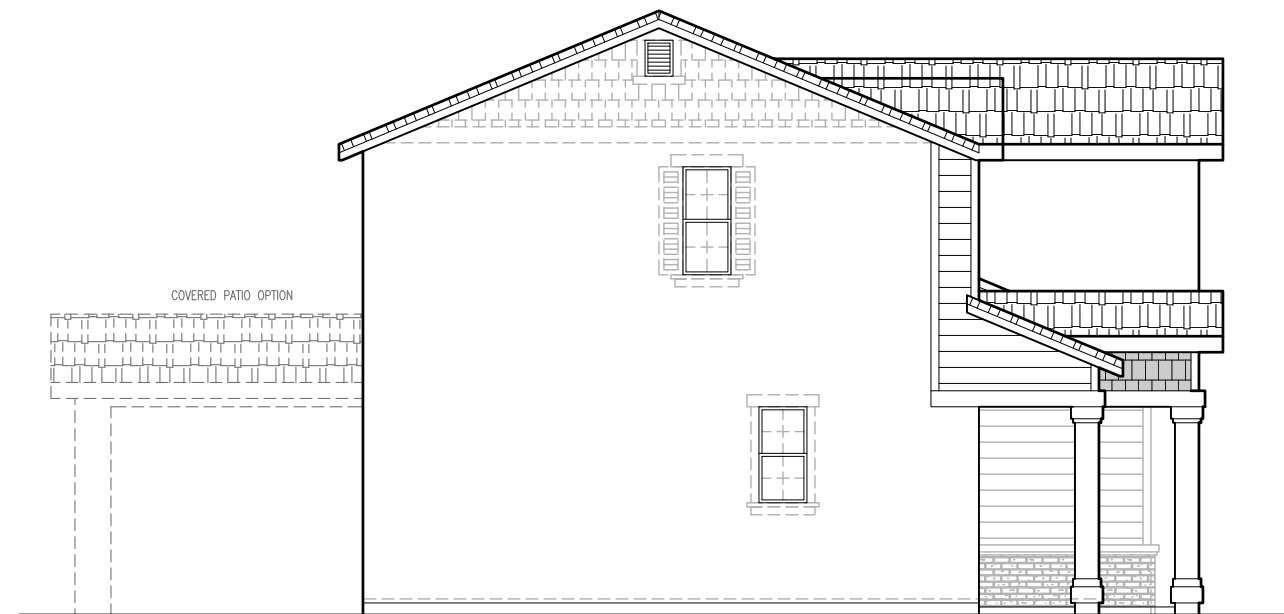
FRONT ELEVATION 'D'

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



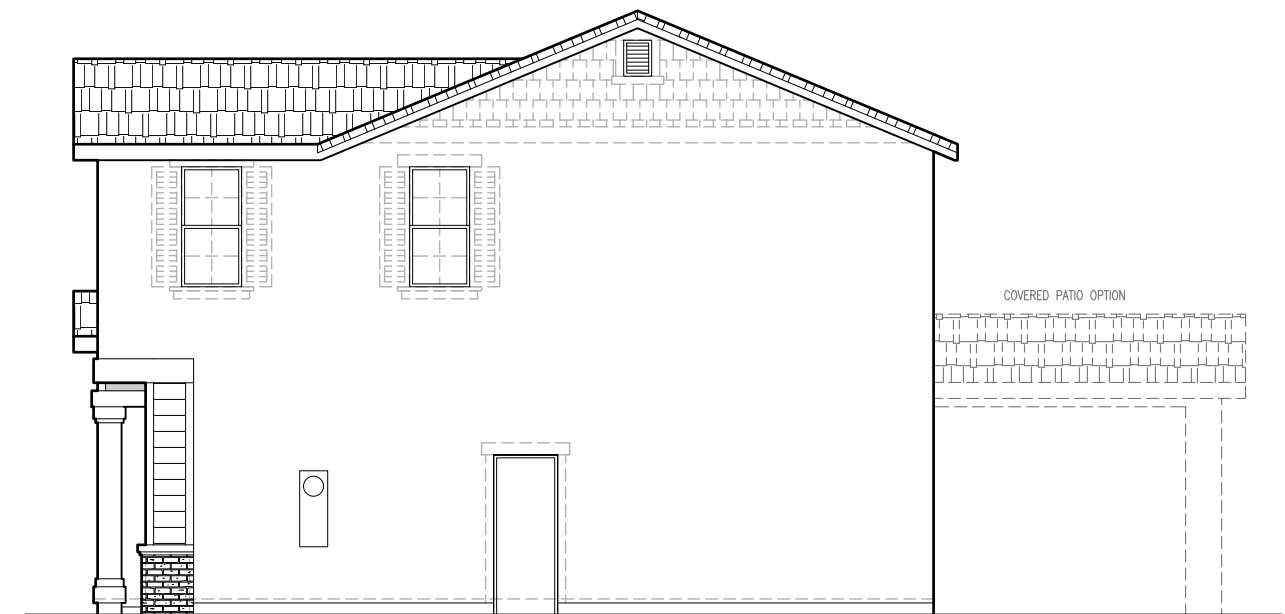
REAR ELEVATION 'D'

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



LEFT ELEVATION 'D'

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



RIGHT ELEVATION 'D'

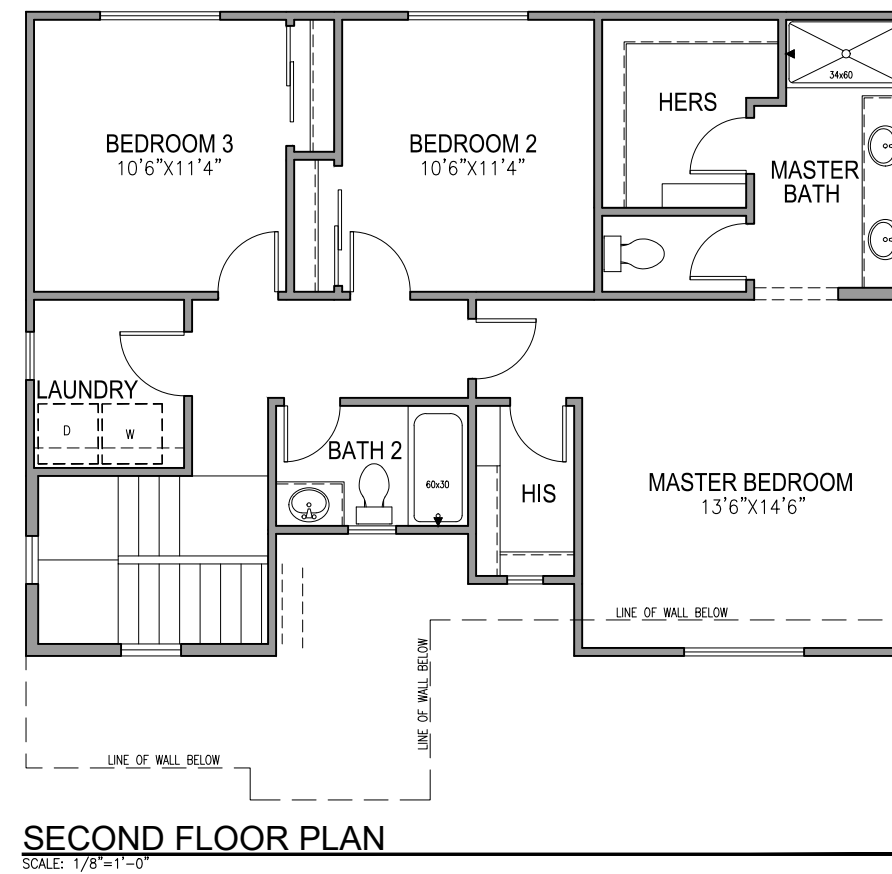
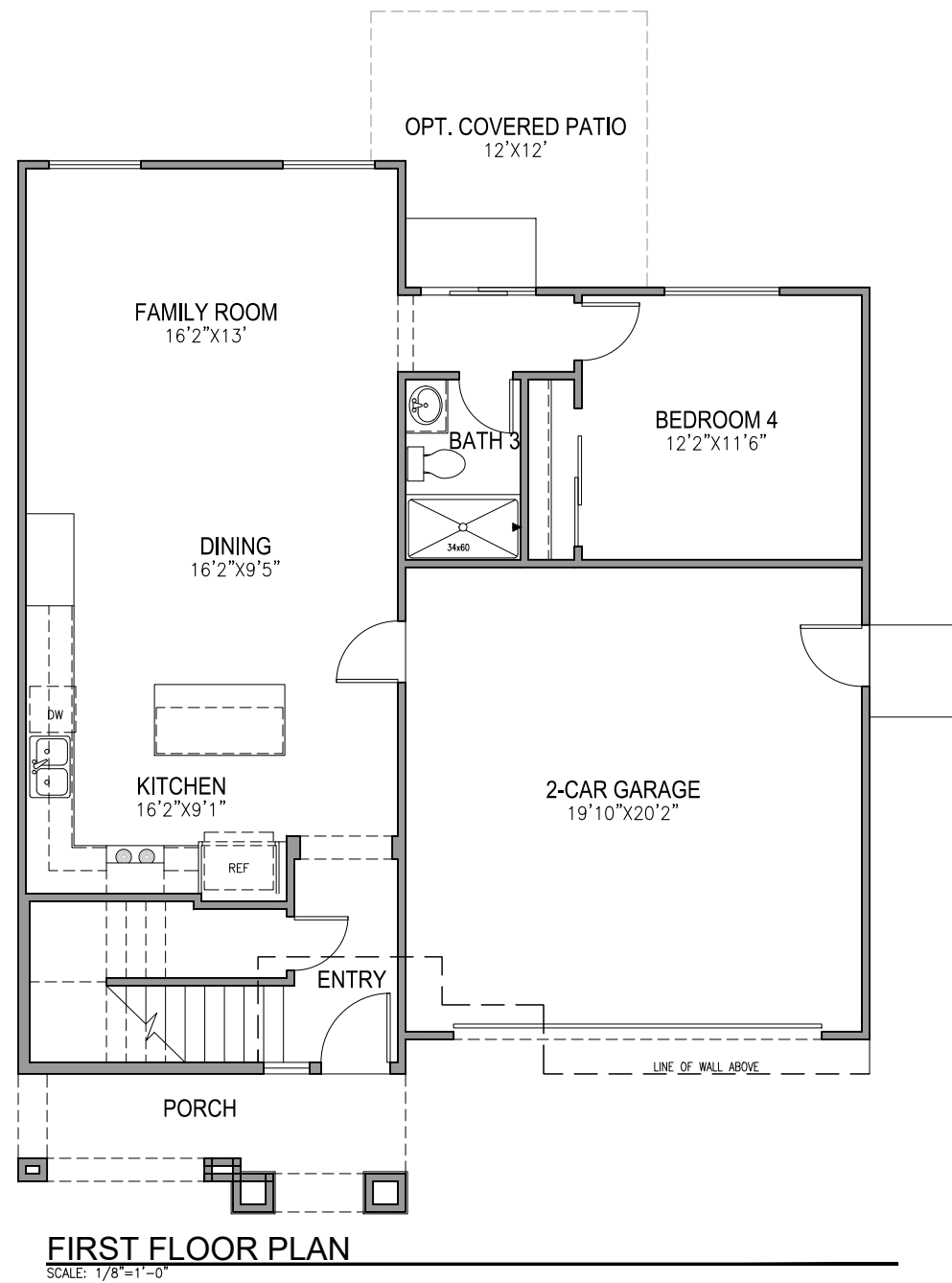
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
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STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

1570 'D' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

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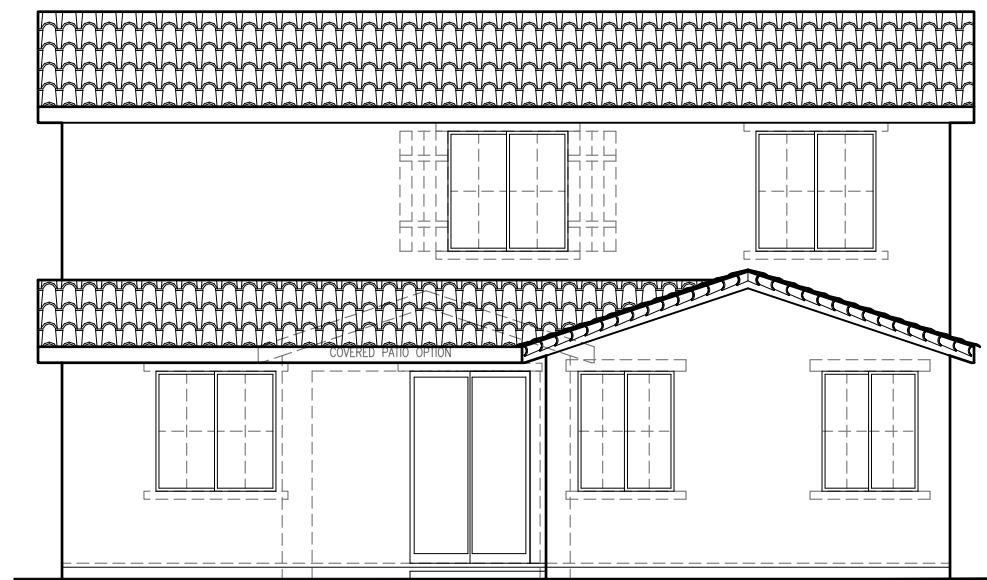
1790 FLOOR PLAN  
 SIERRA VISTA



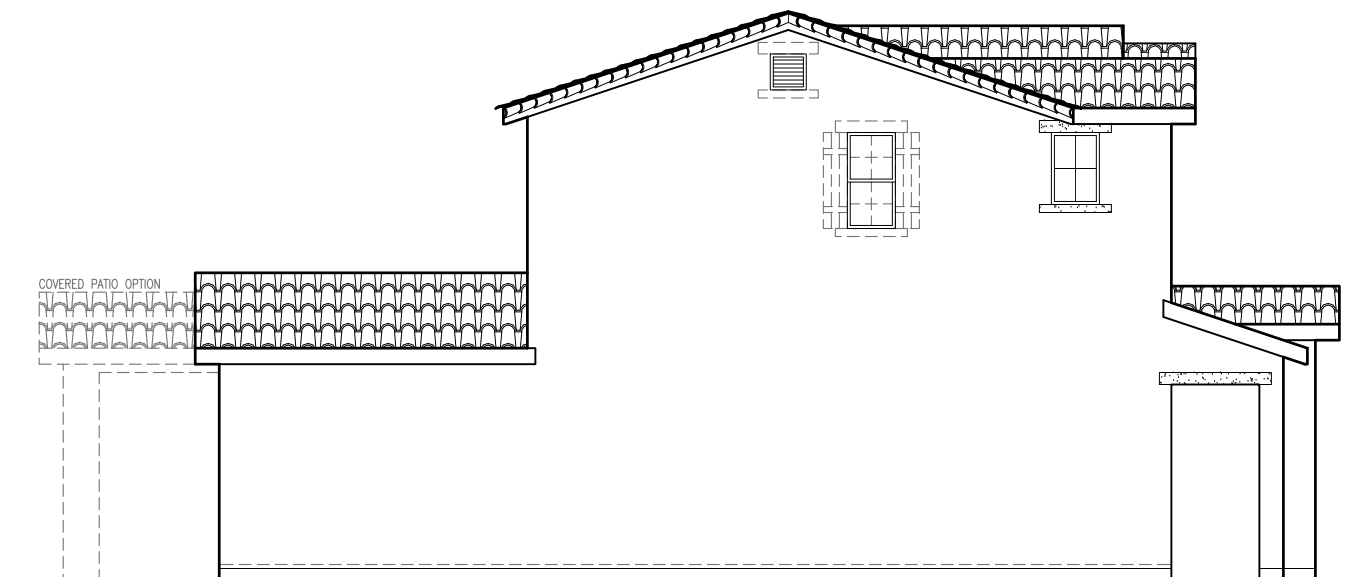
John Mourier Construction Inc.  
 Roseville, California



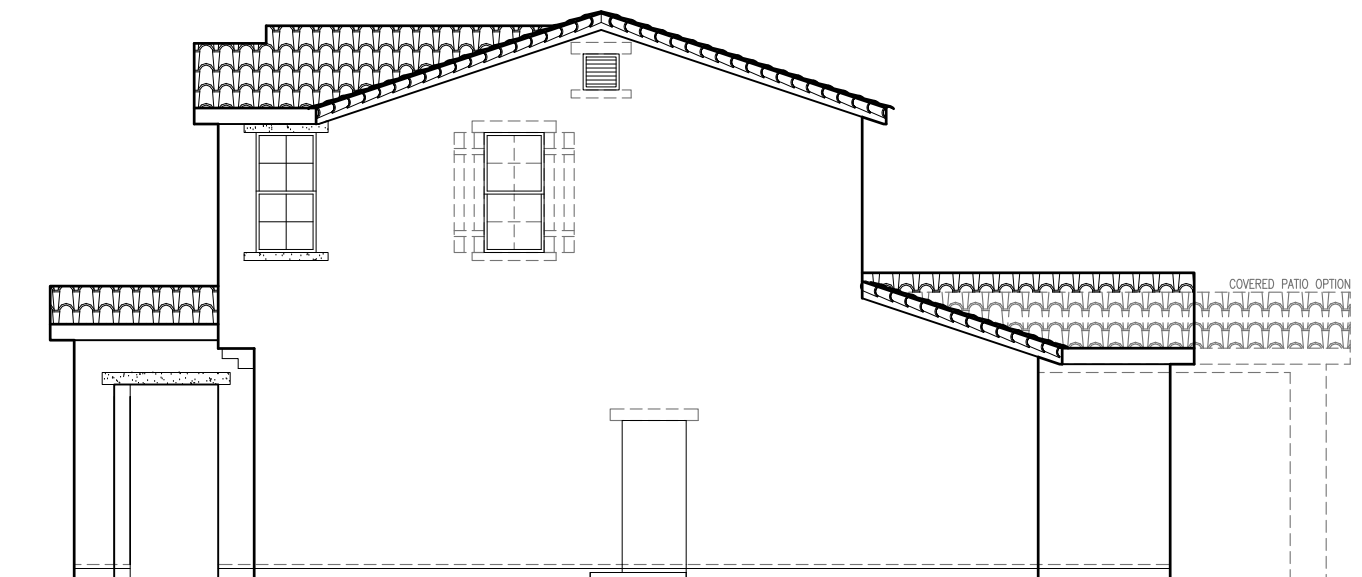
**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

**1790 'A' ELEVATIONS  
SIERRA VISTA**

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**JMC HOMES**

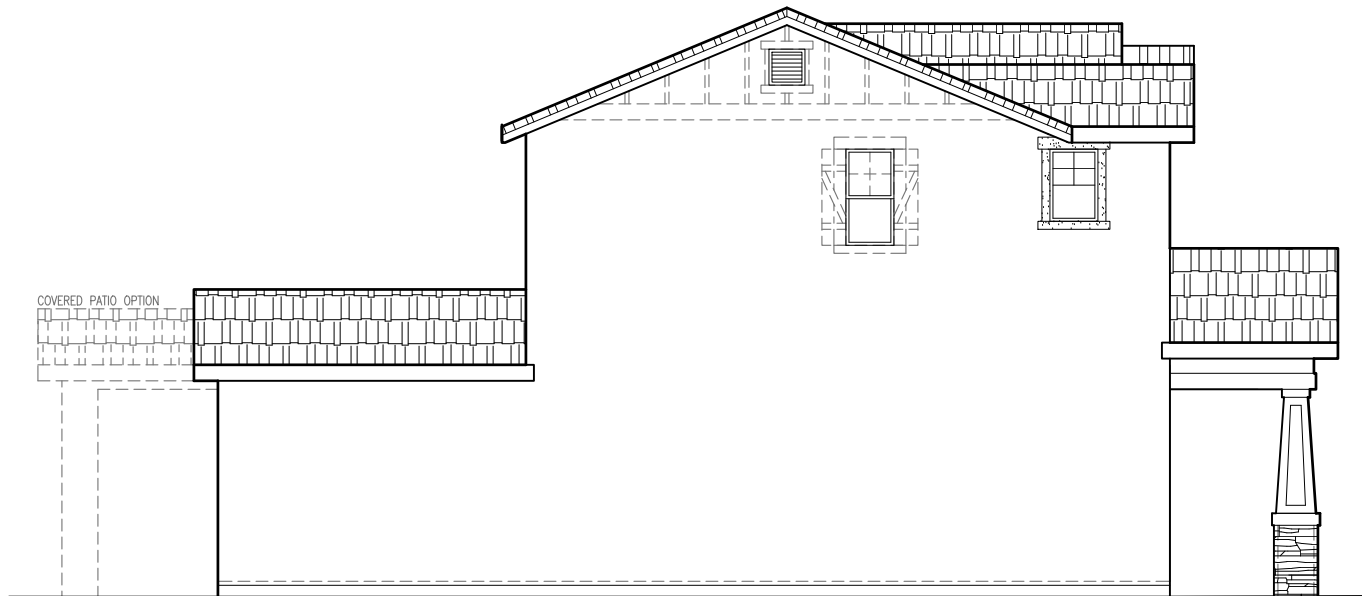
John Mourier Construction Inc.  
Roseville, California



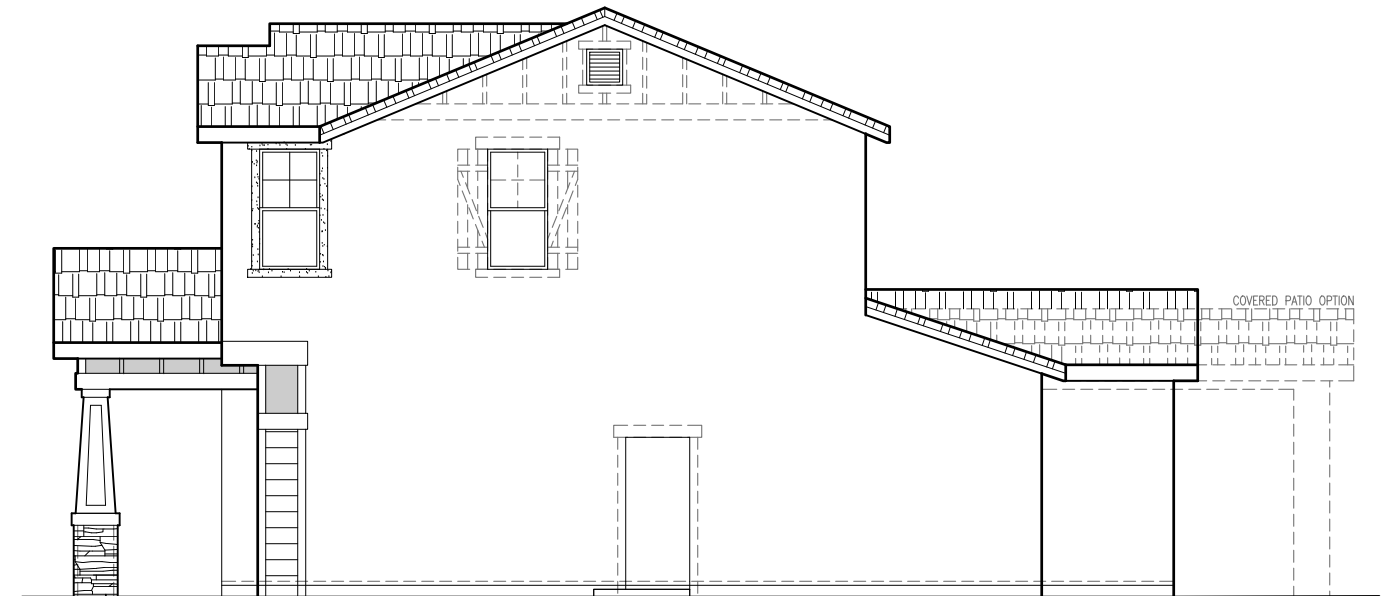
**FRONT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**1790 'B' ELEVATIONS**  
**SIERRA VISTA**

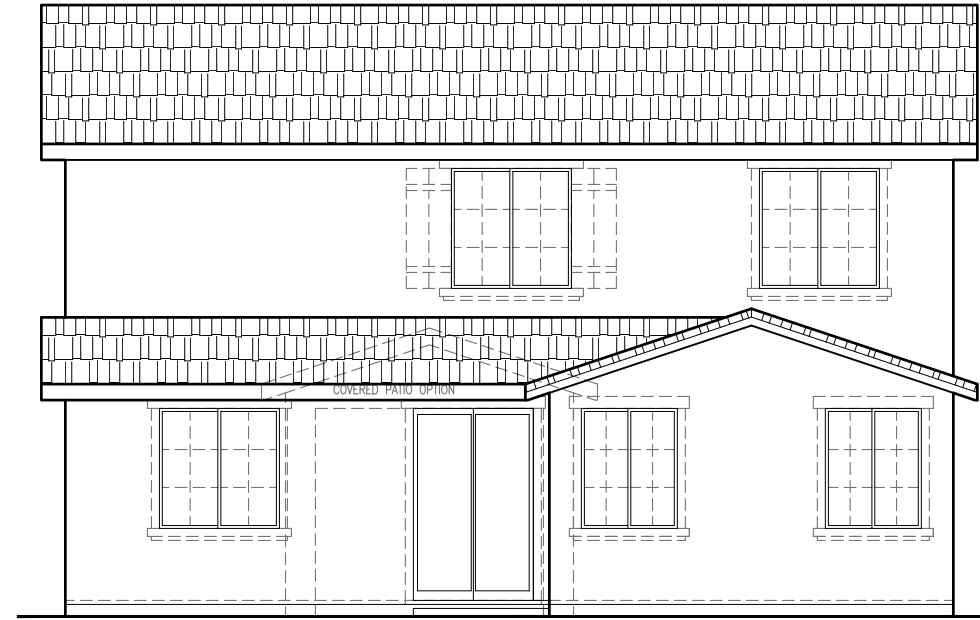
**JMC HOMES**

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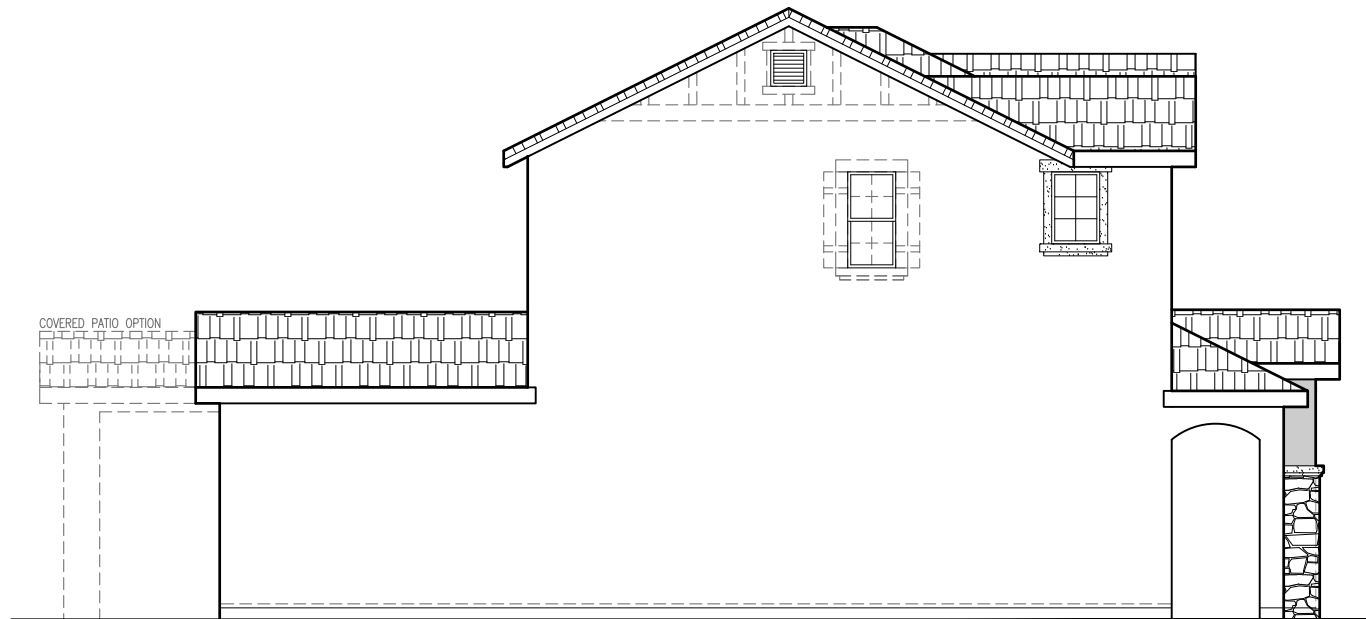




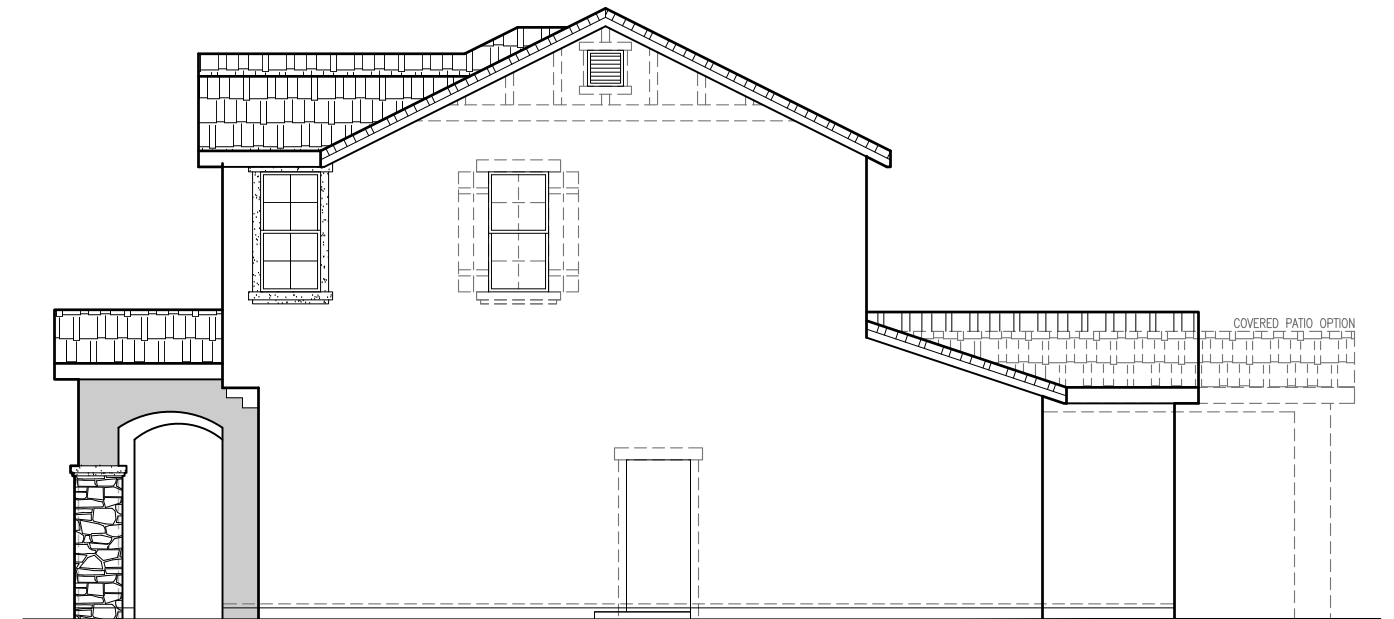
FRONT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

1790 'C' ELEVATIONS  
SIERRA VISTA

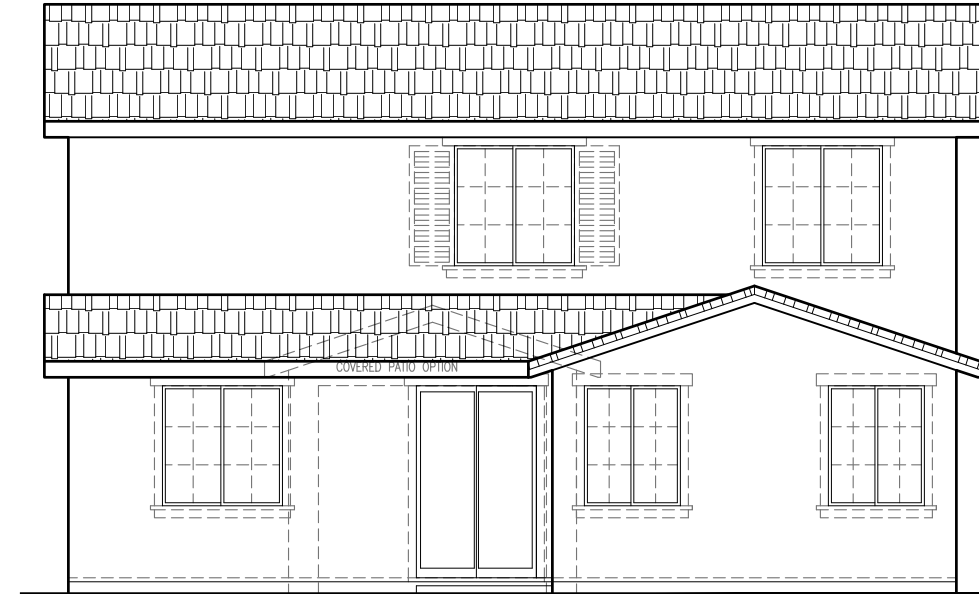
**JMC HOMES**

John Mourier Construction Inc.  
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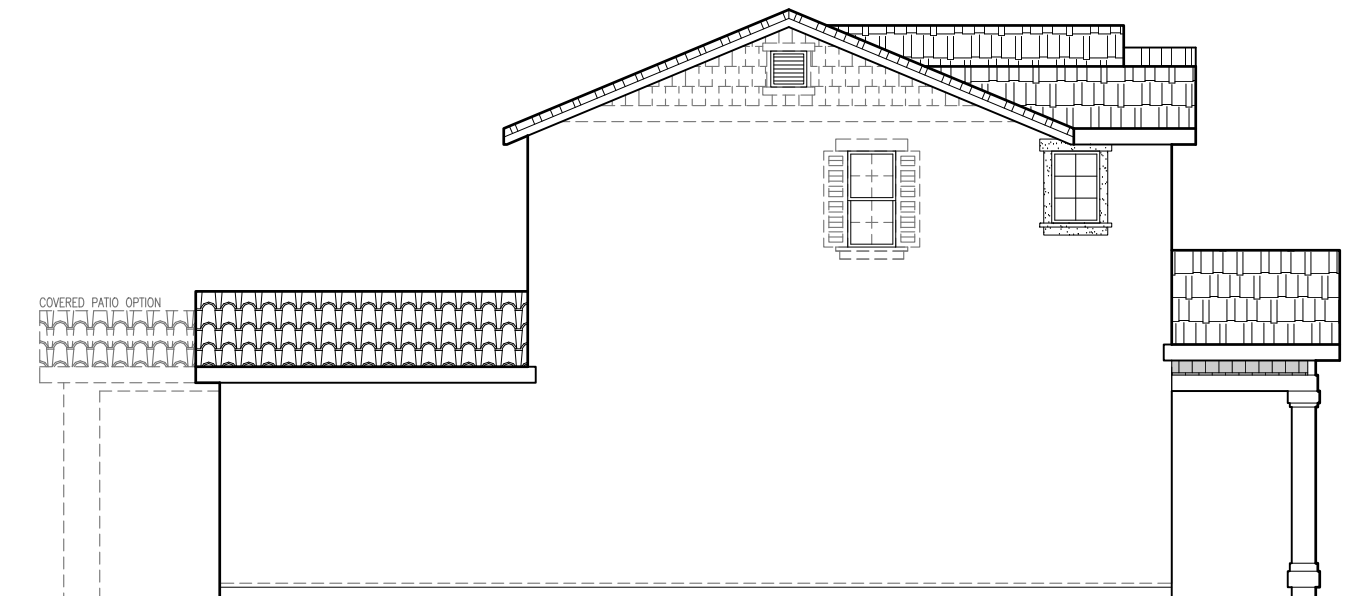
FRONT ELEVATION 'D'

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



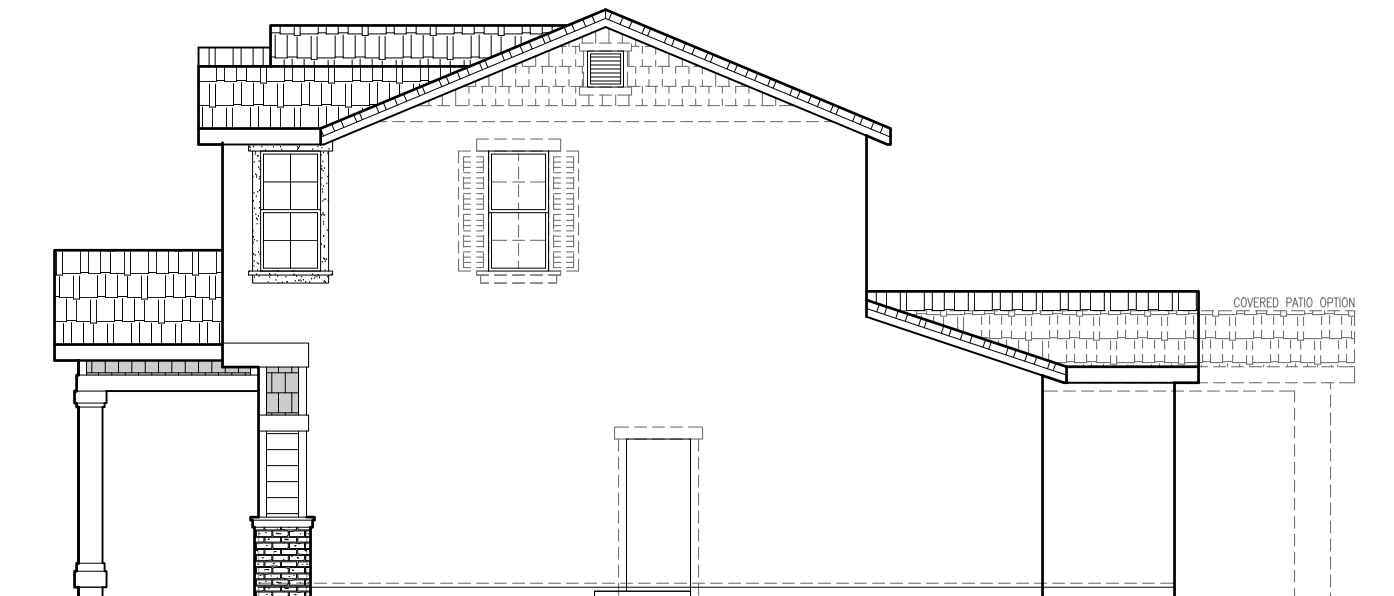
REAR ELEVATION 'D'

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



LEFT ELEVATION 'D'

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



RIGHT ELEVATION 'D'

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

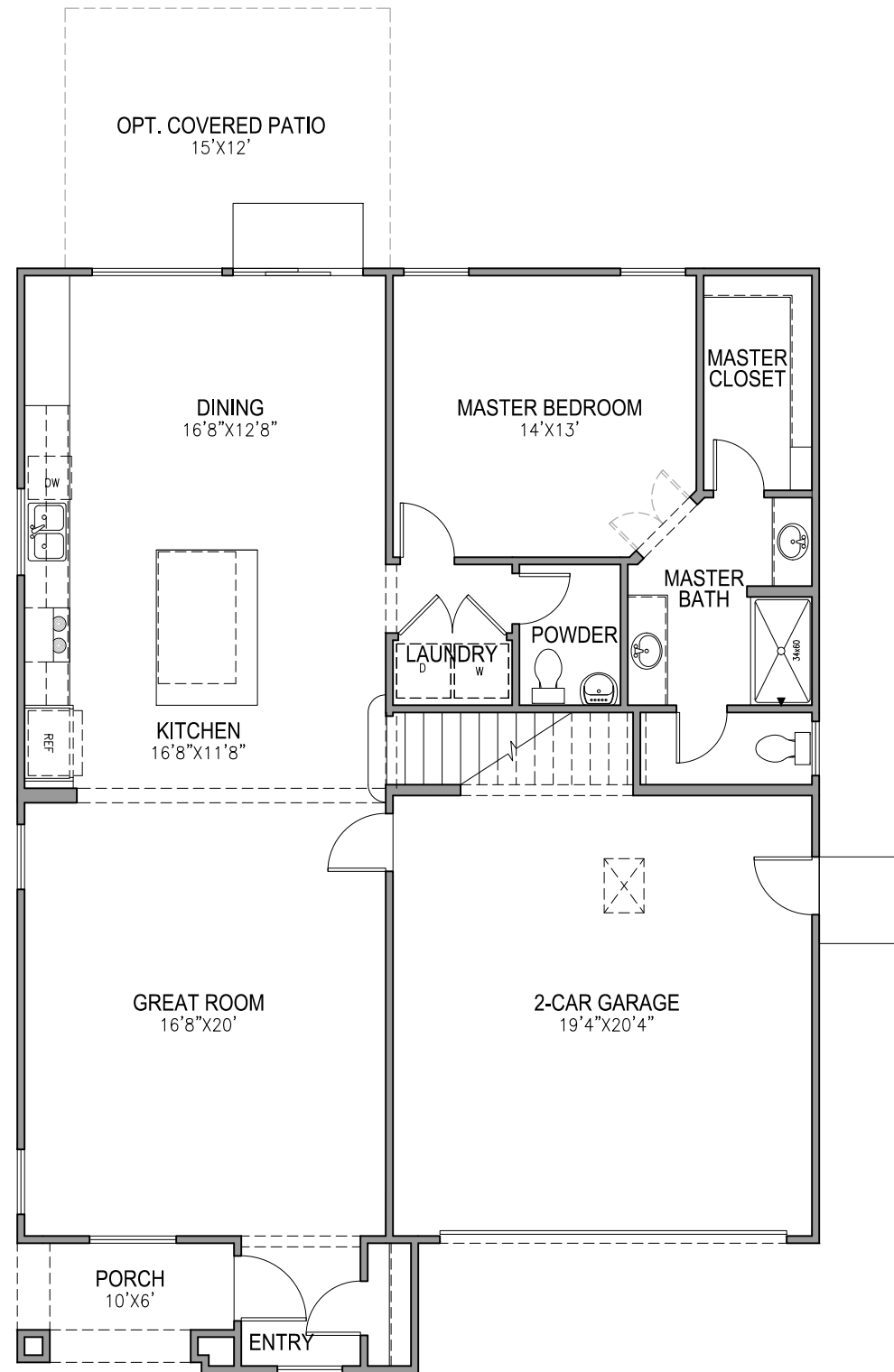
SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

1790 'D' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

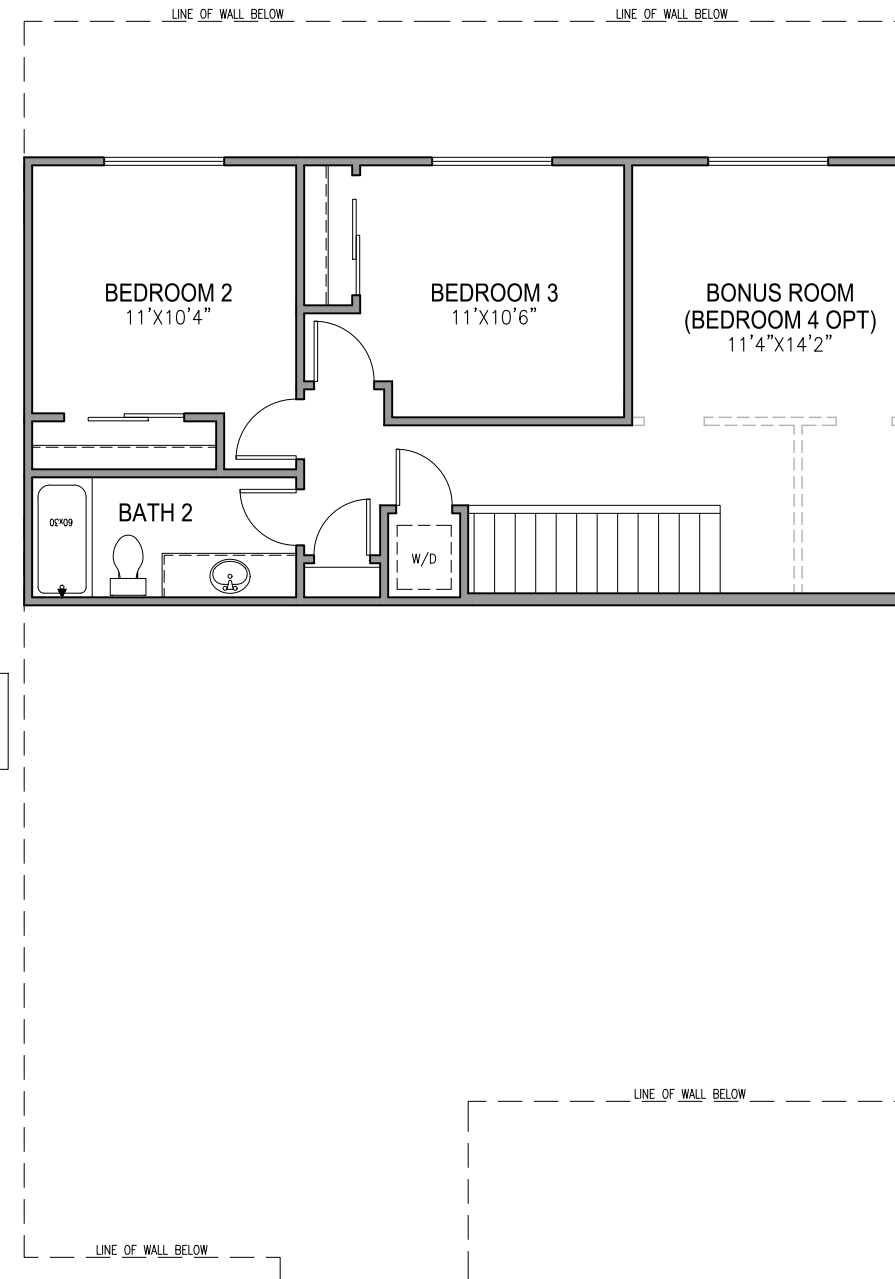
John Mourier Construction Inc.  
Roseville, California





FIRST FLOOR PLAN

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



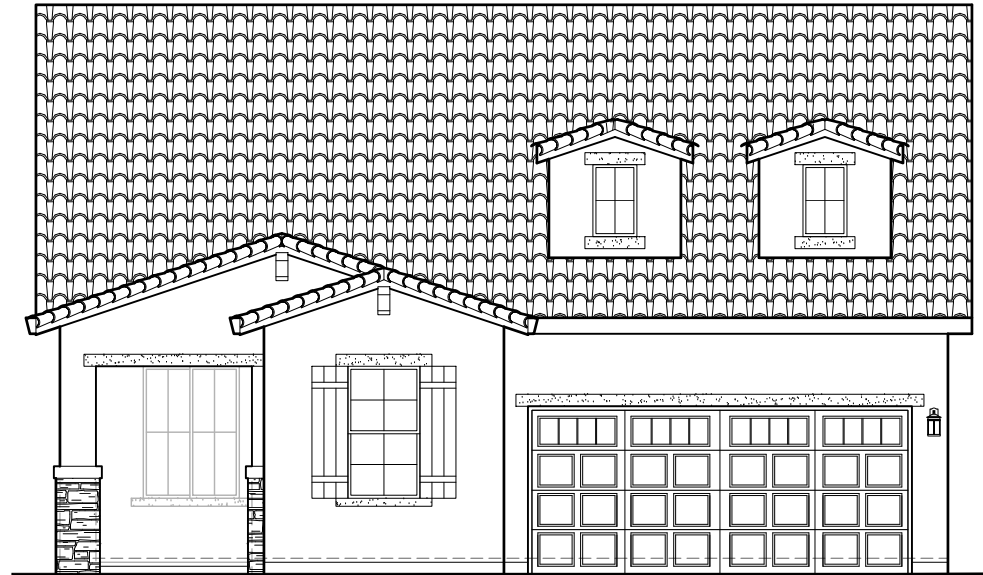
SECOND FLOOR PLAN

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

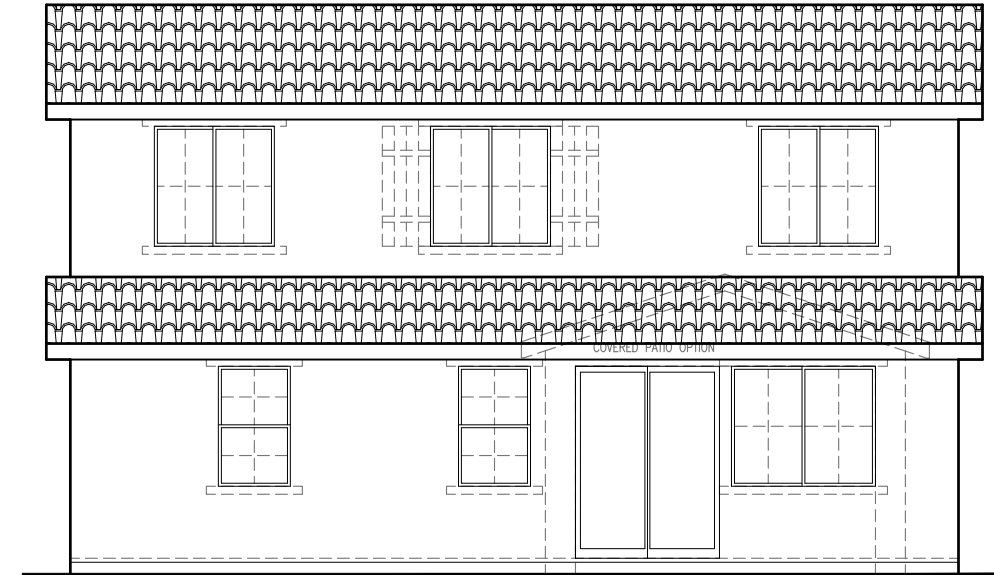
1964 FLOOR PLAN  
SIERRA VISTA

**JMC HOMES**

John Mourier Construction Inc.  
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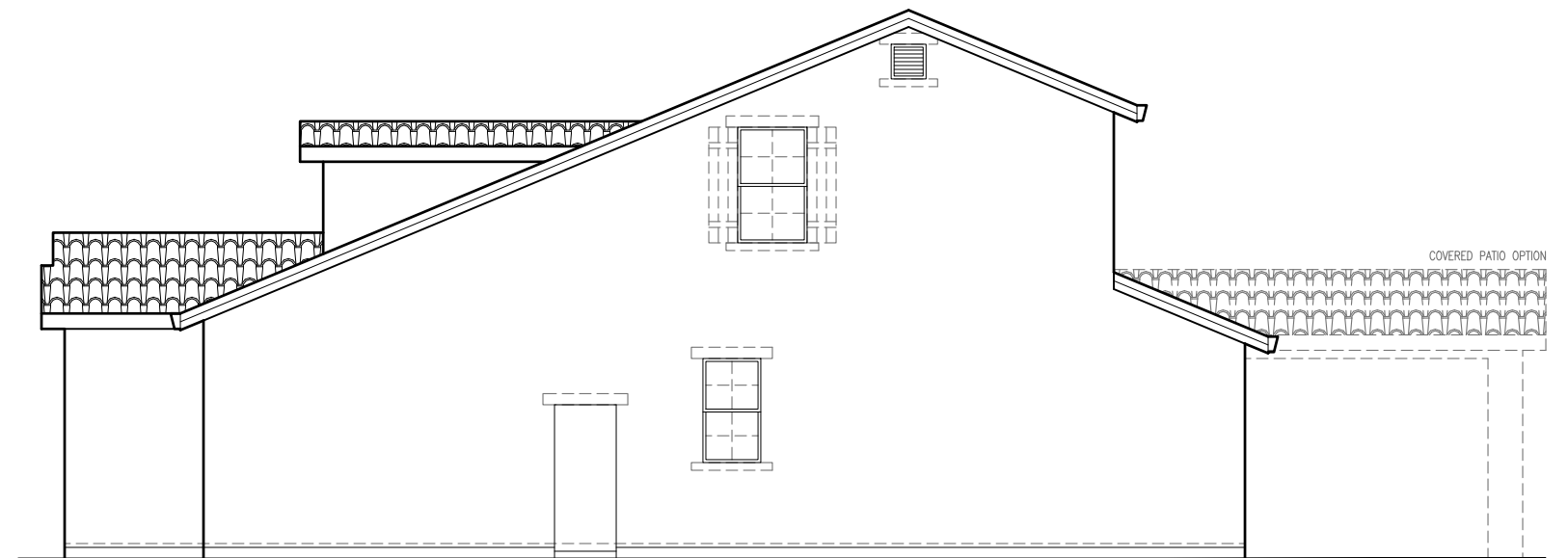


**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

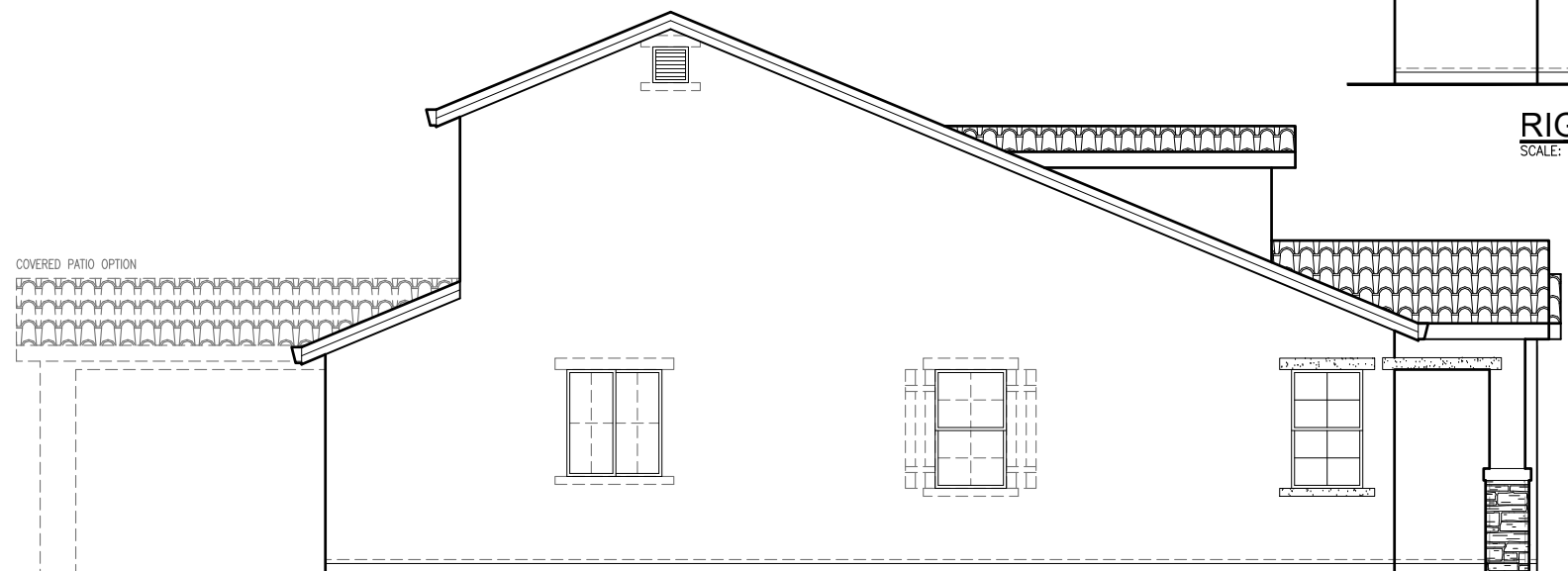


**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

1964 'A' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California



**FRONT ELEVATION 'B'**

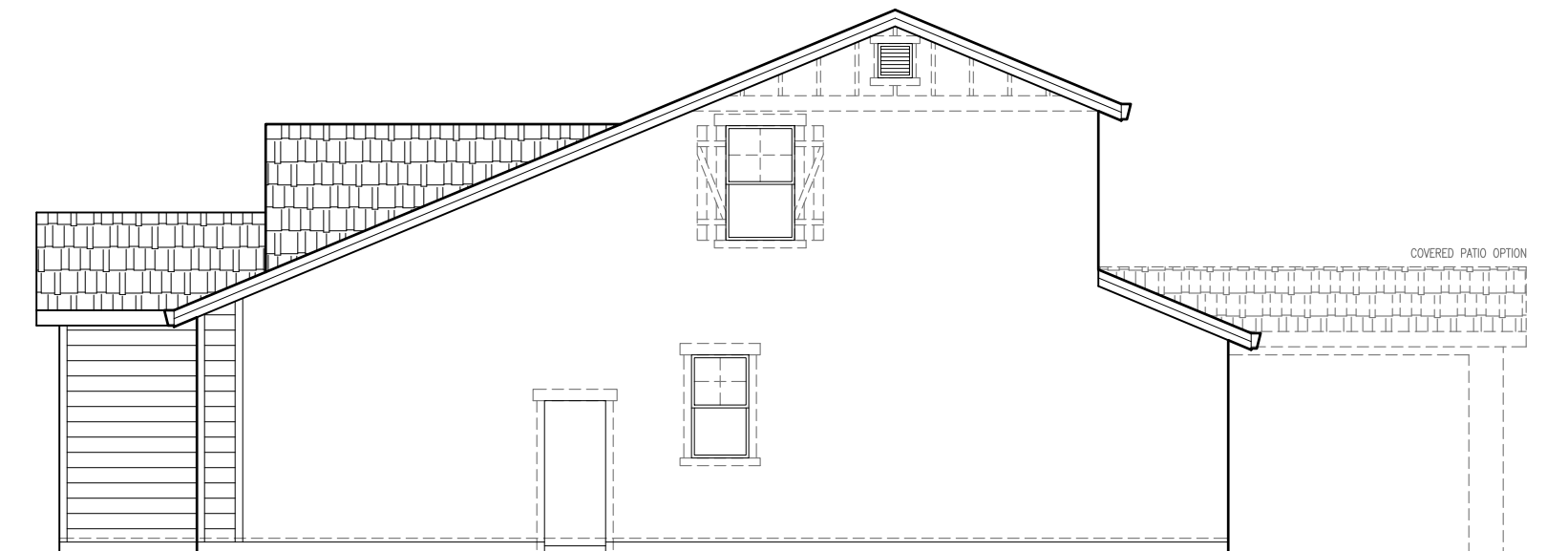
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'B'**

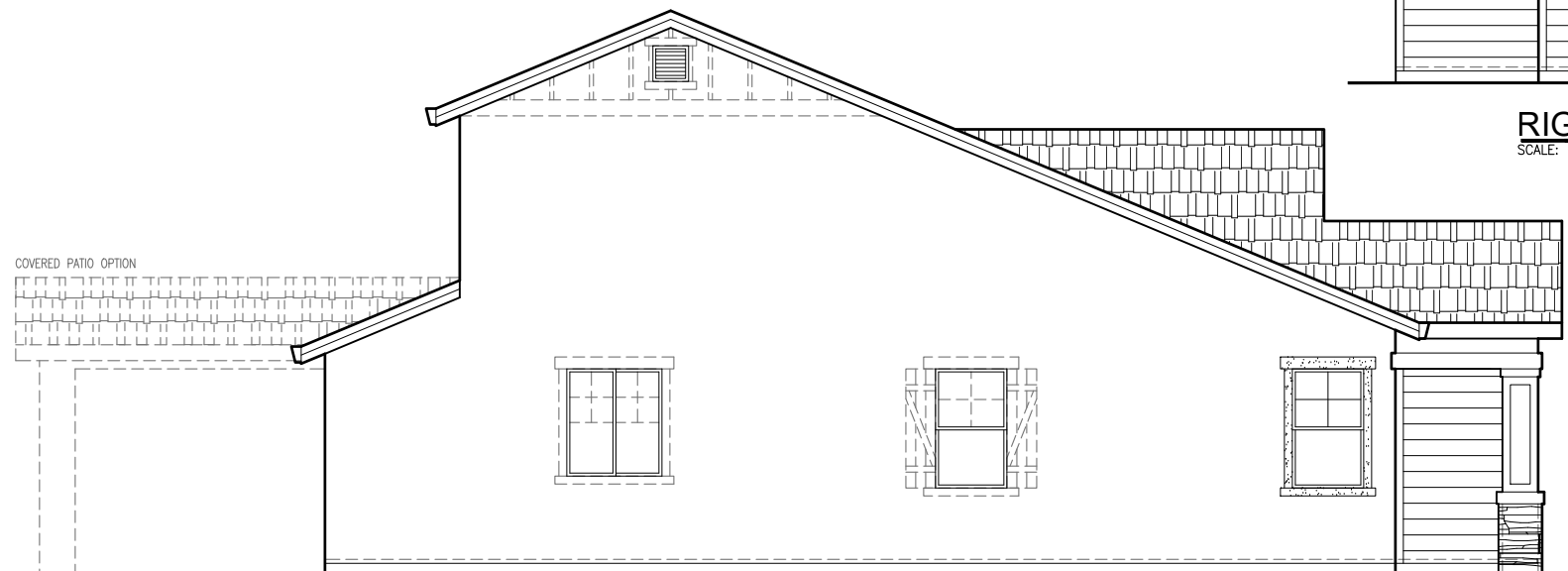
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'B'**

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



**LEFT ELEVATION 'B'**

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

**1964 'B' ELEVATIONS  
SIERRA VISTA**

**JMC HOMES**

John Mourier Construction Inc.  
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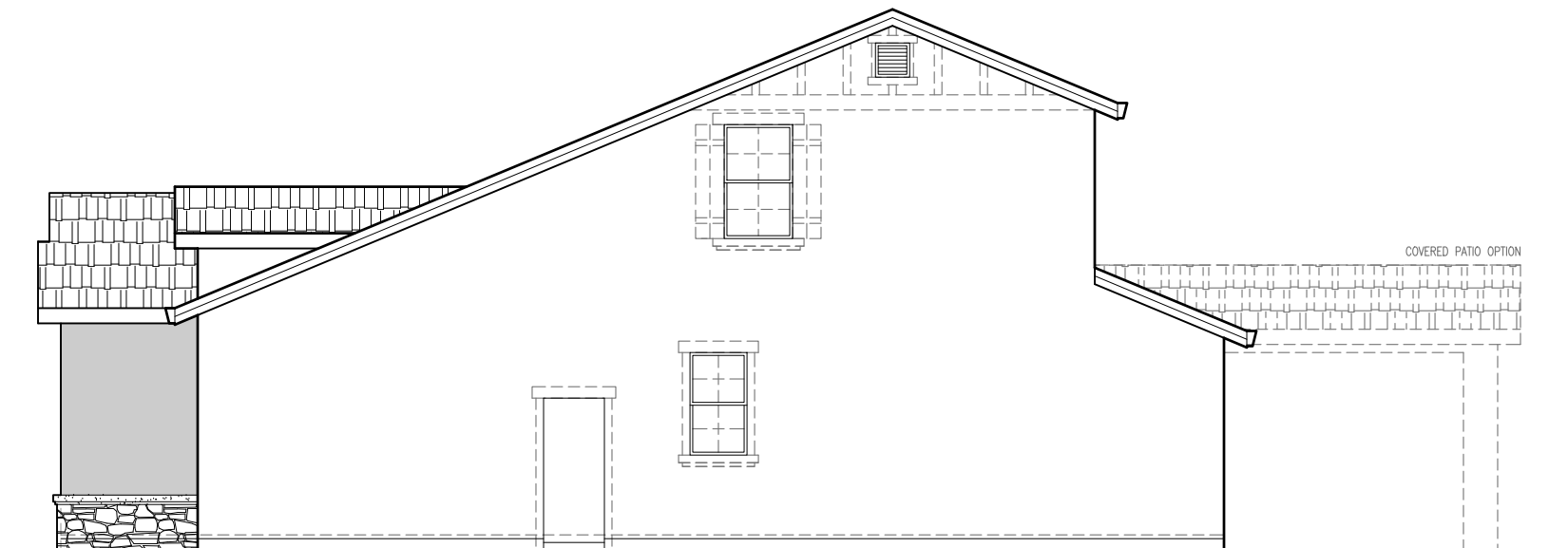


**FRONT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

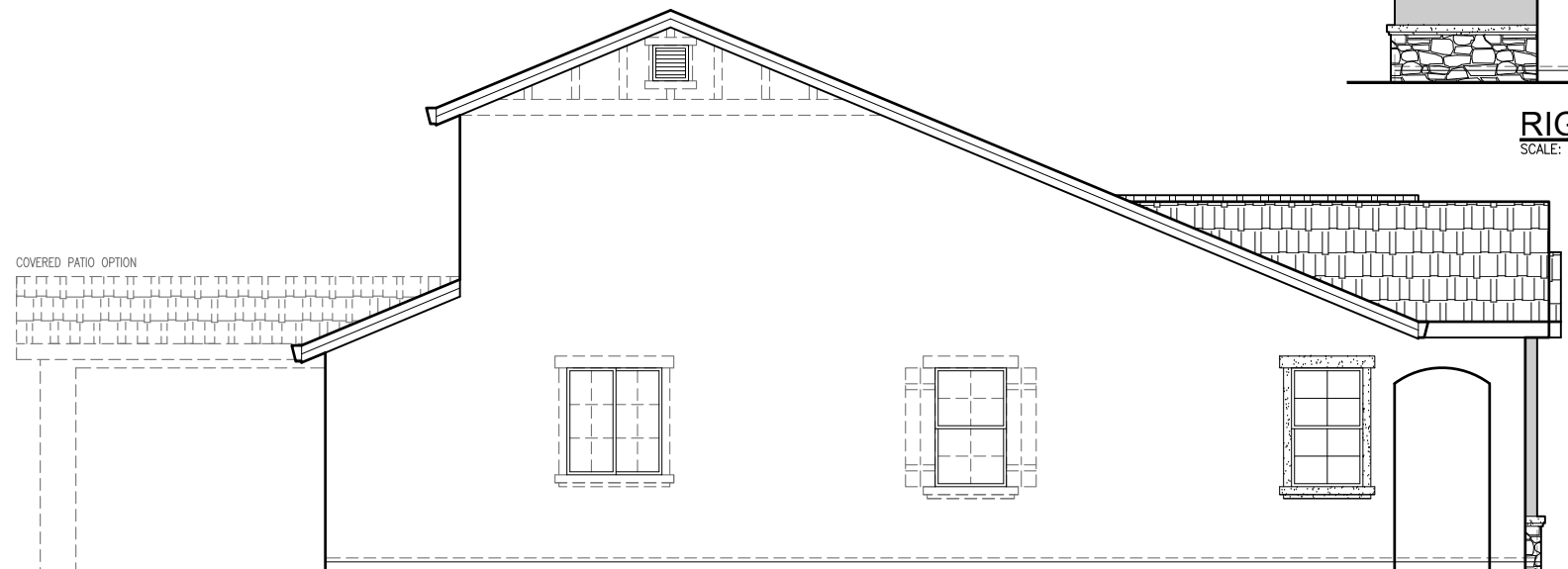


**REAR ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'C'**  
SCALE: 1/8"=1'-0"

1964 'C' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

John Mourier Construction Inc.  
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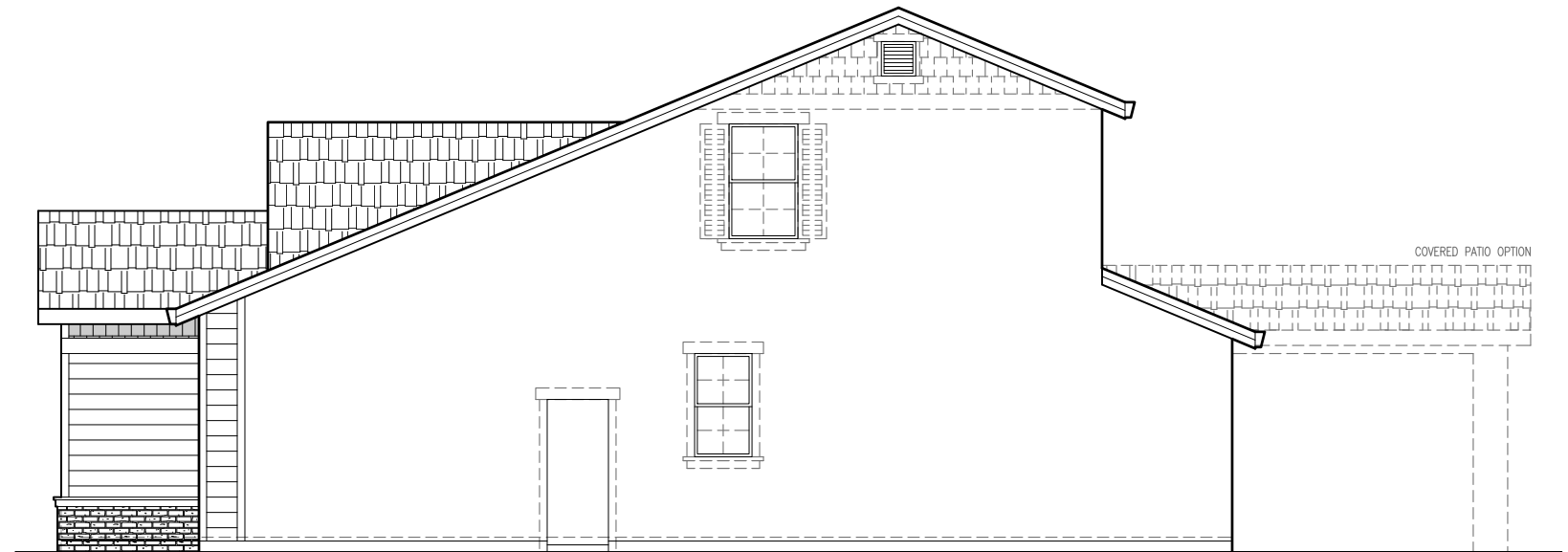


**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

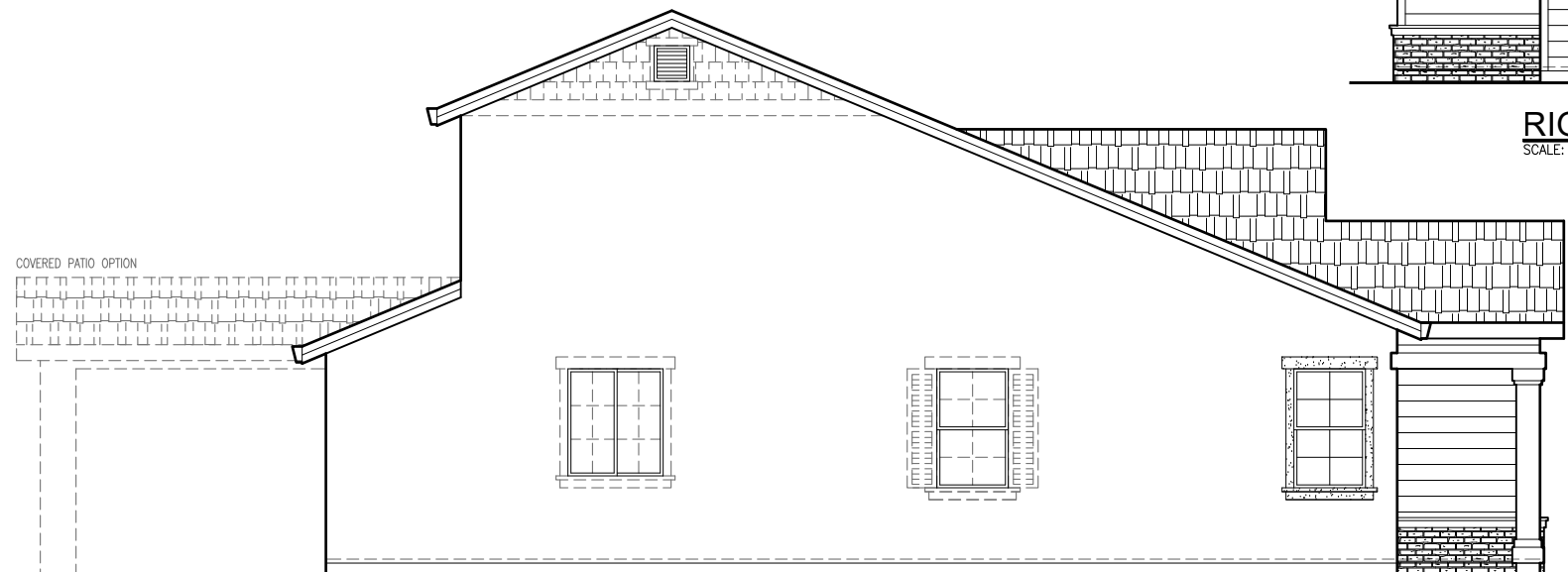


**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

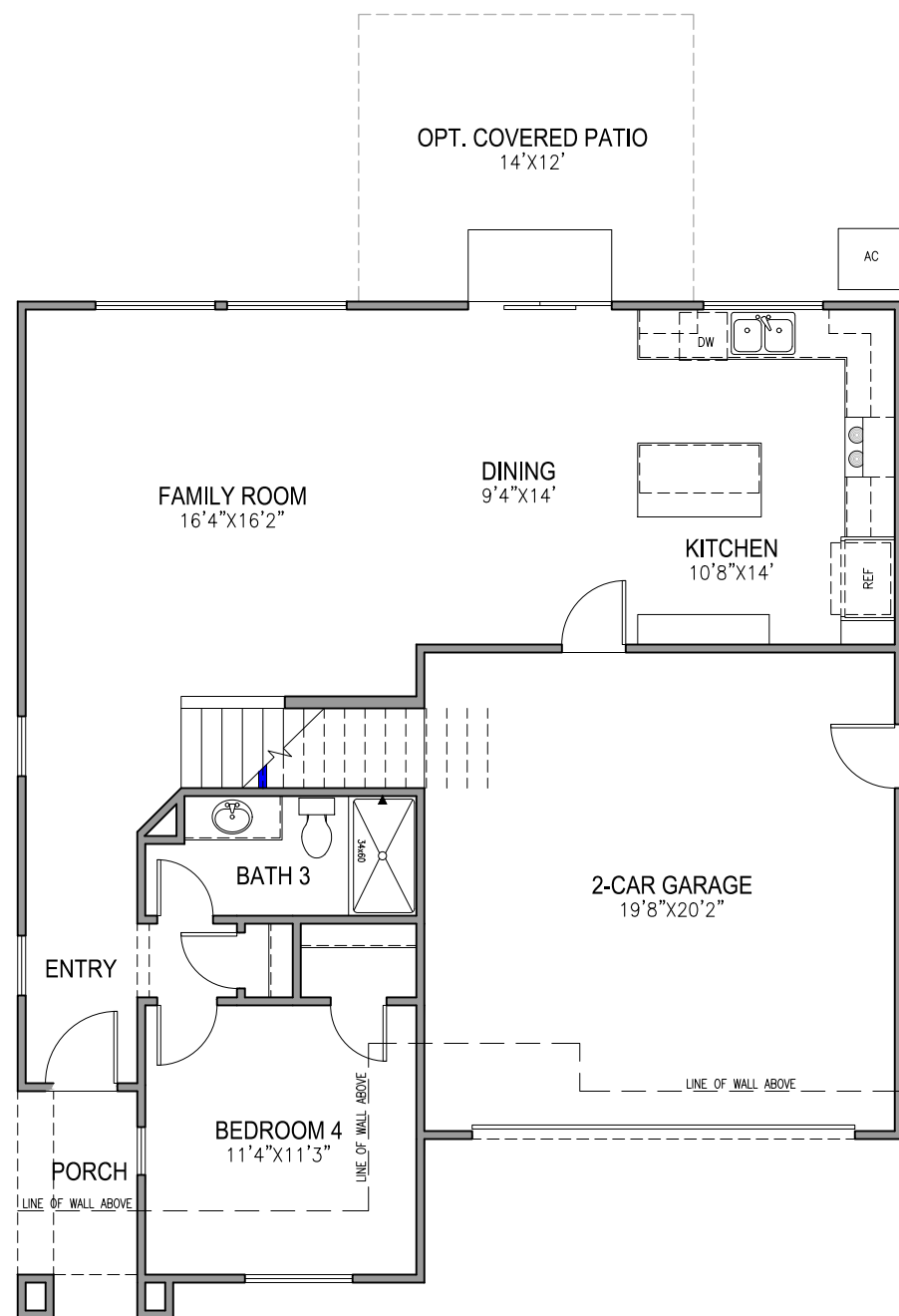


**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

1964 'D' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

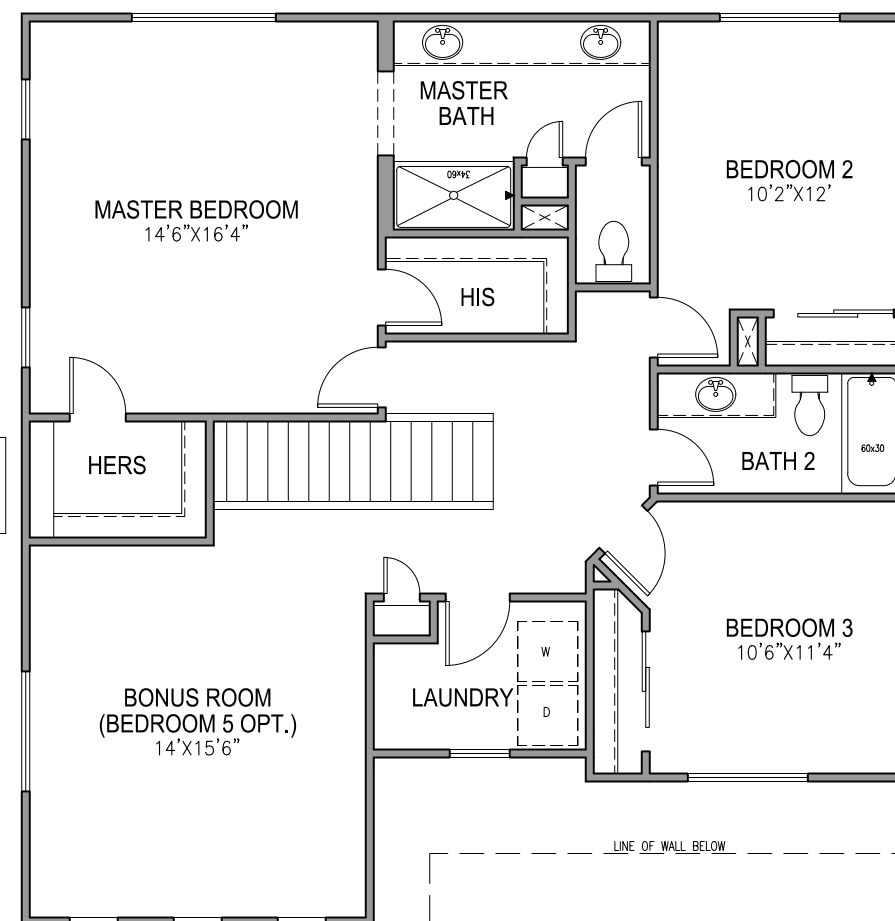
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**FIRST FLOOR PLAN**  
SCALE: 1/8"=1'-0"



**BEDROOM 5 PLAN**  
SCALE: 1/8"=1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/8"=1'-0"

2184 FLOOR PLAN  
SIERRA VISTA

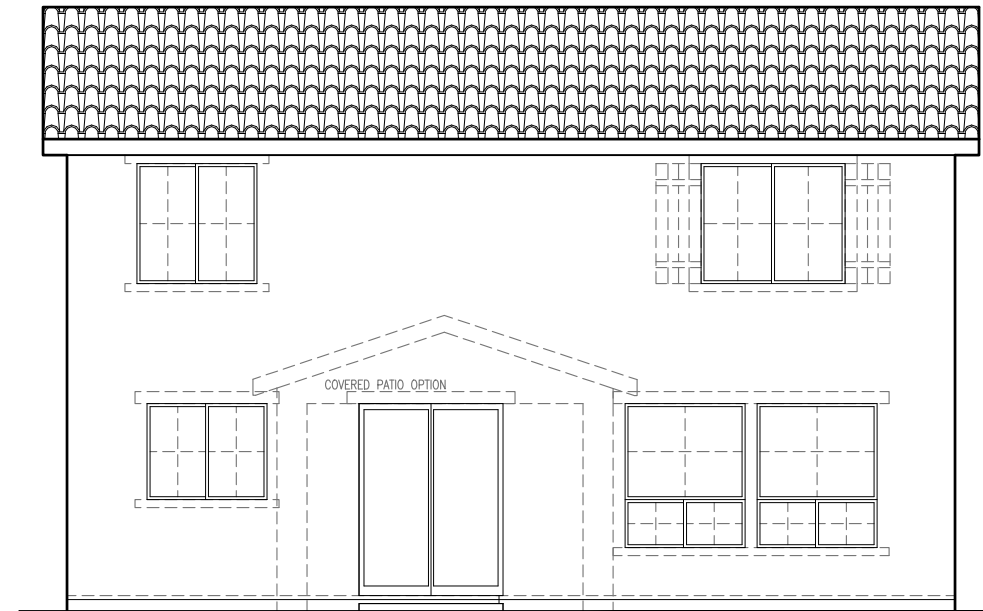


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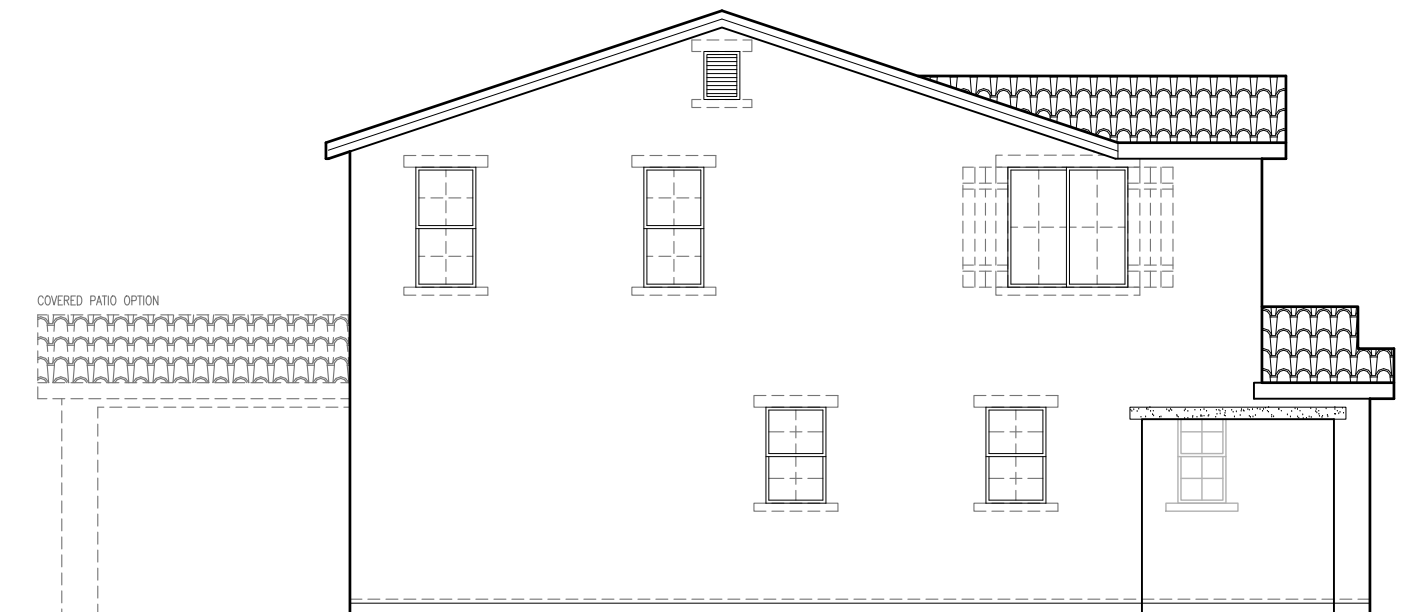




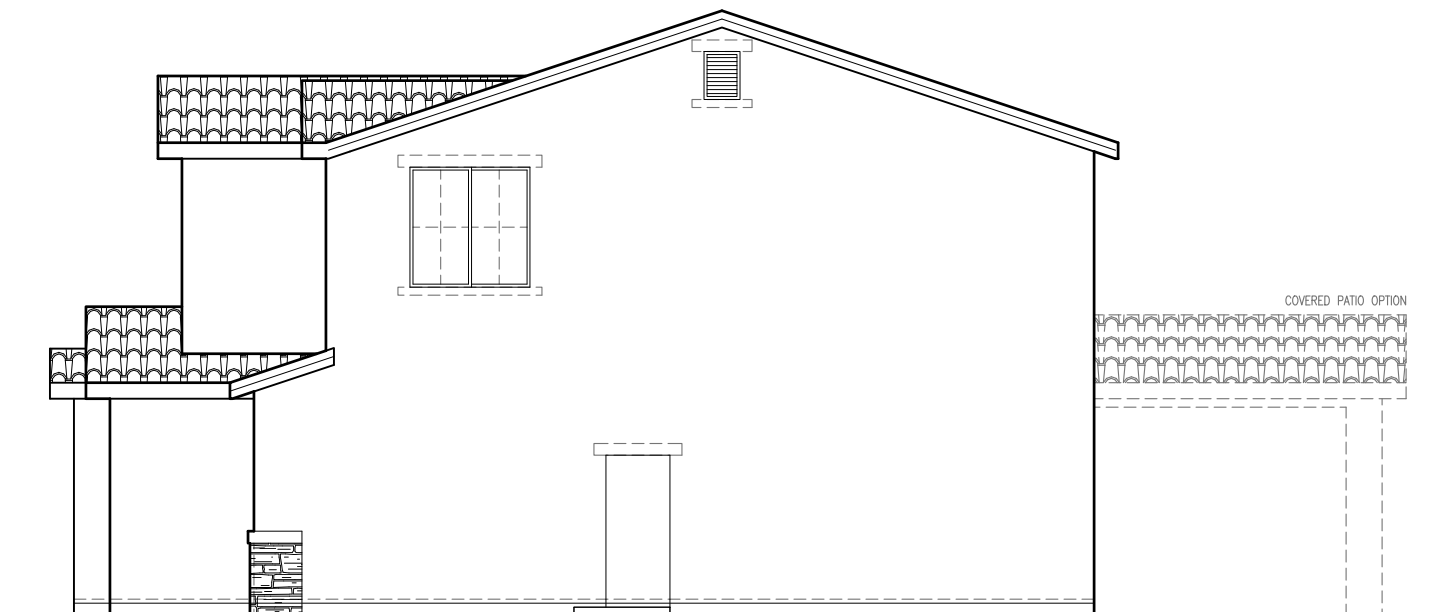
**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

**2184 'A' ELEVATIONS  
SIERRA VISTA**

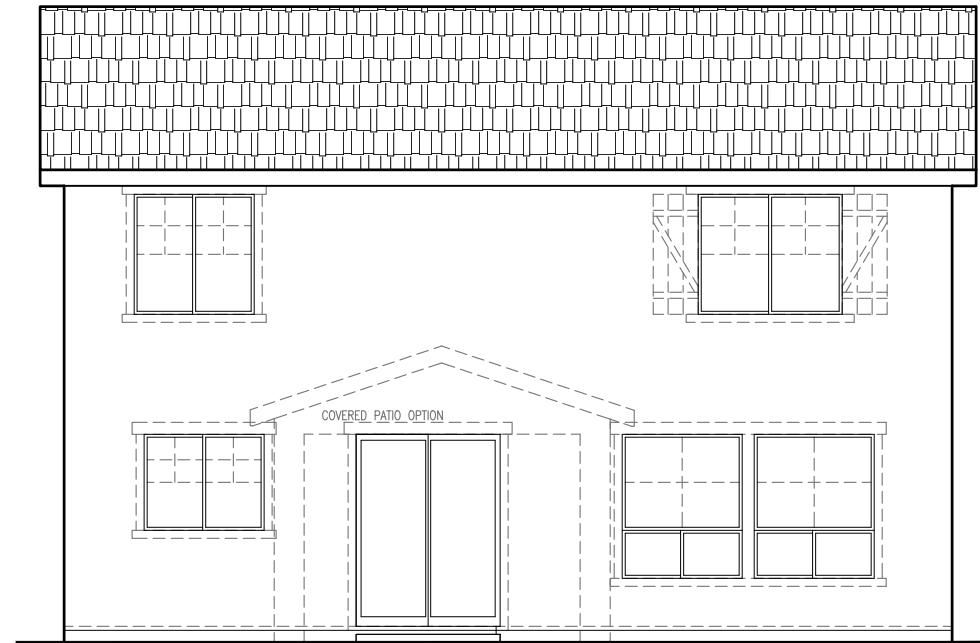
SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



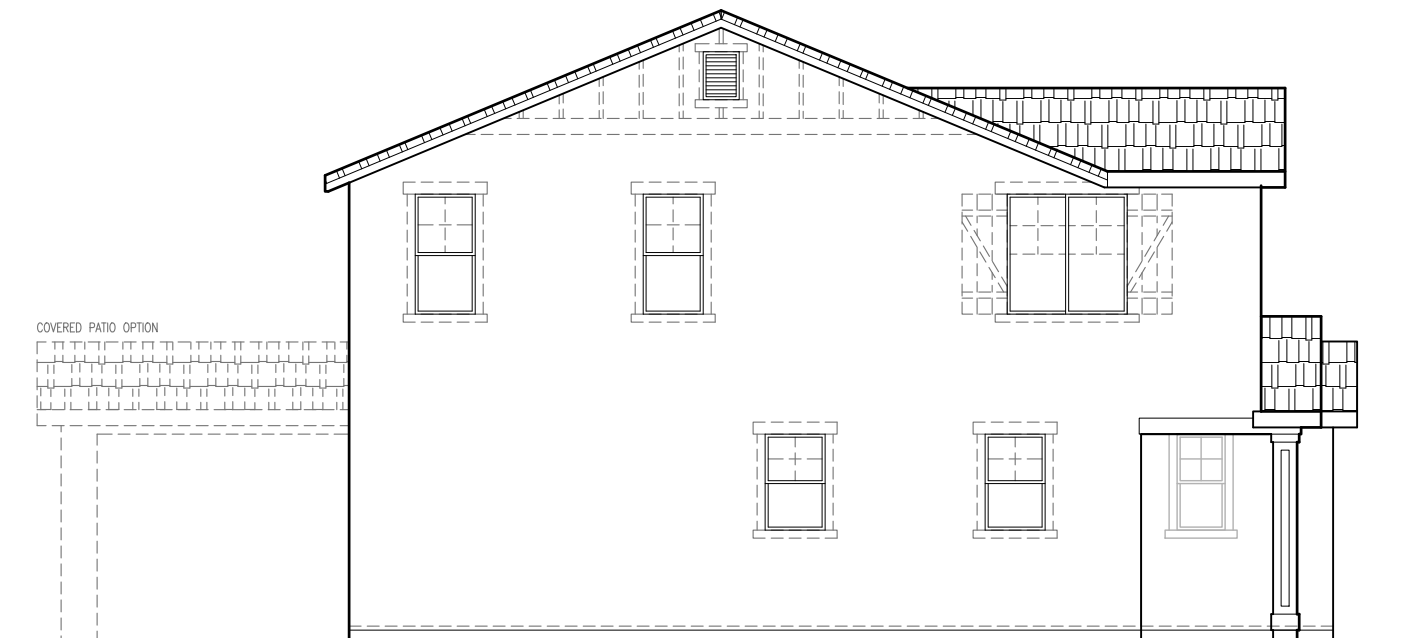
John Mourier Construction Inc.  
Roseville, California



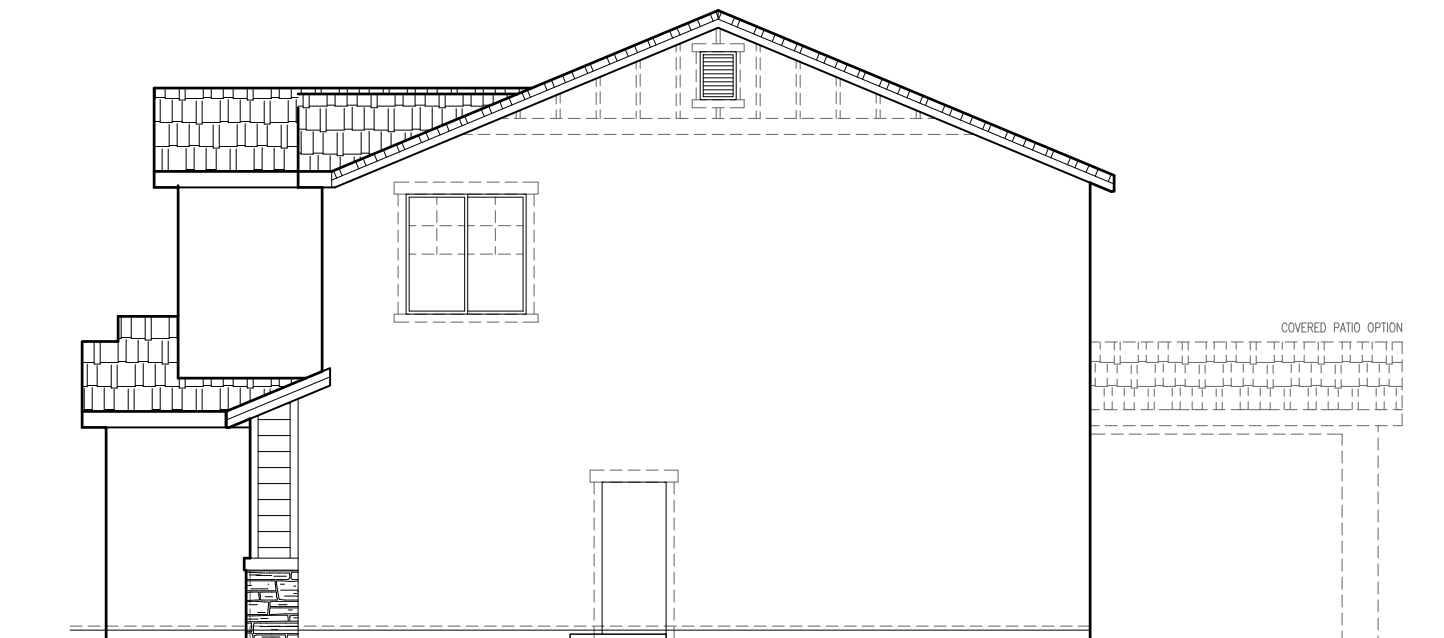
**FRONT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
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STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**2184 'B' ELEVATIONS  
SIERRA VISTA**

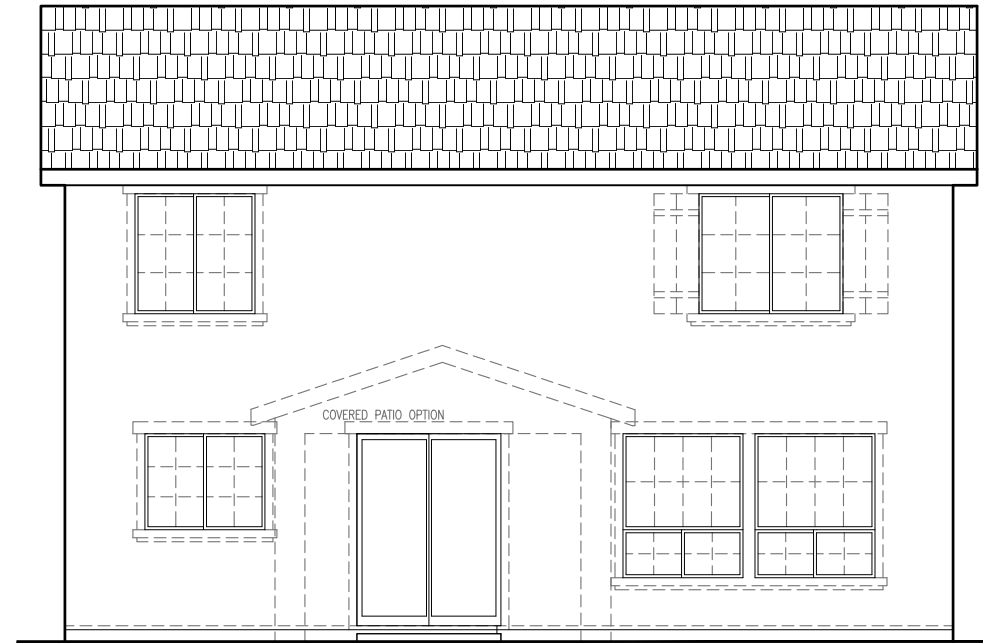
**JMC HOMES**

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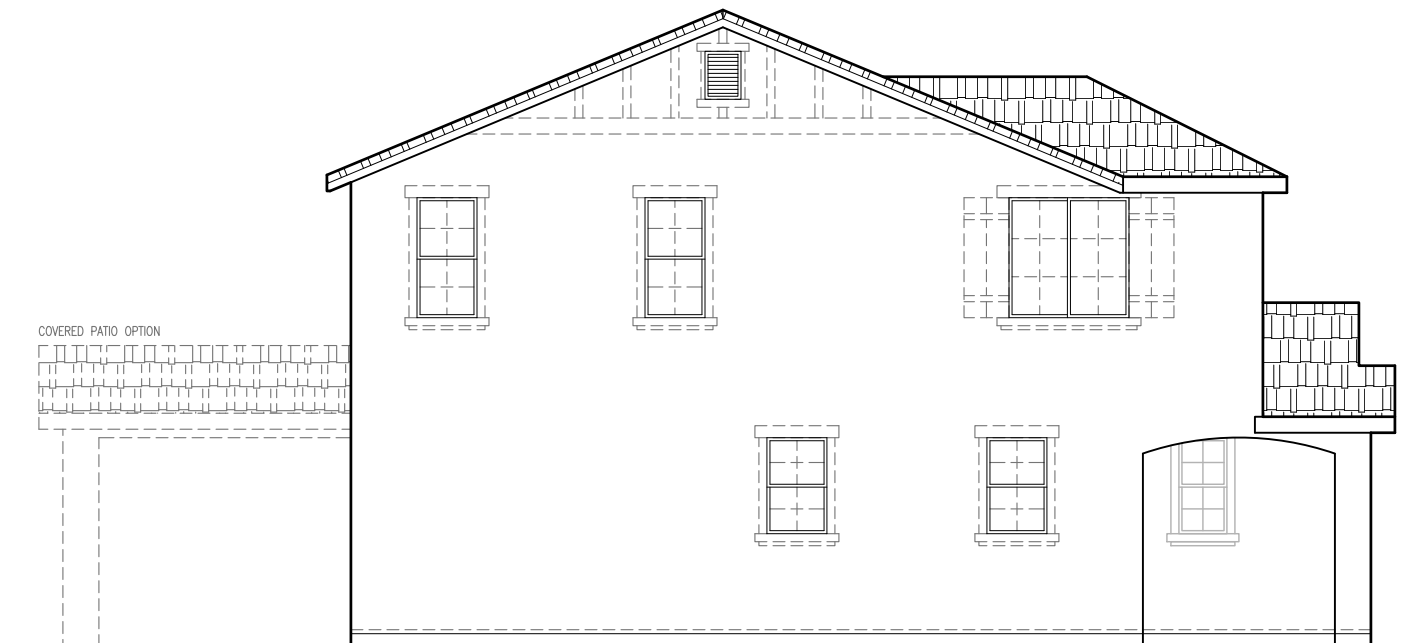




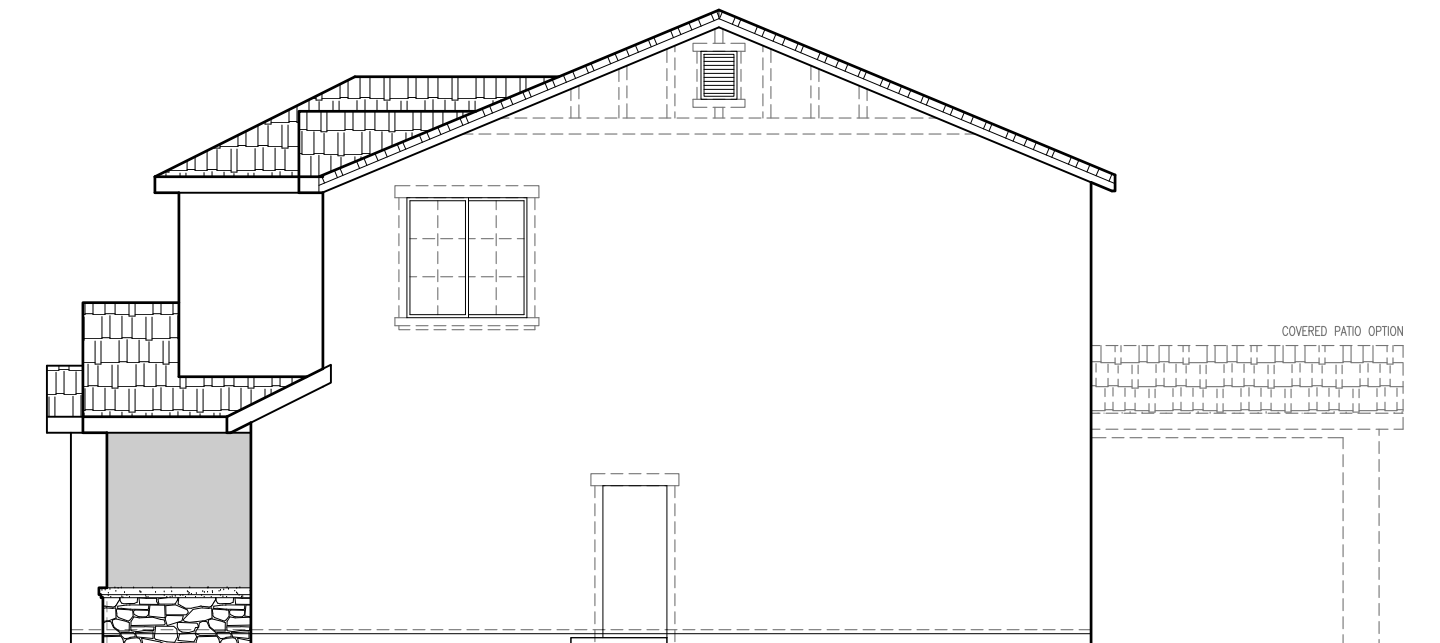
FRONT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'  
SCALE: 1/8"=1'-0"

2184 'C' ELEVATIONS  
SIERRA VISTA

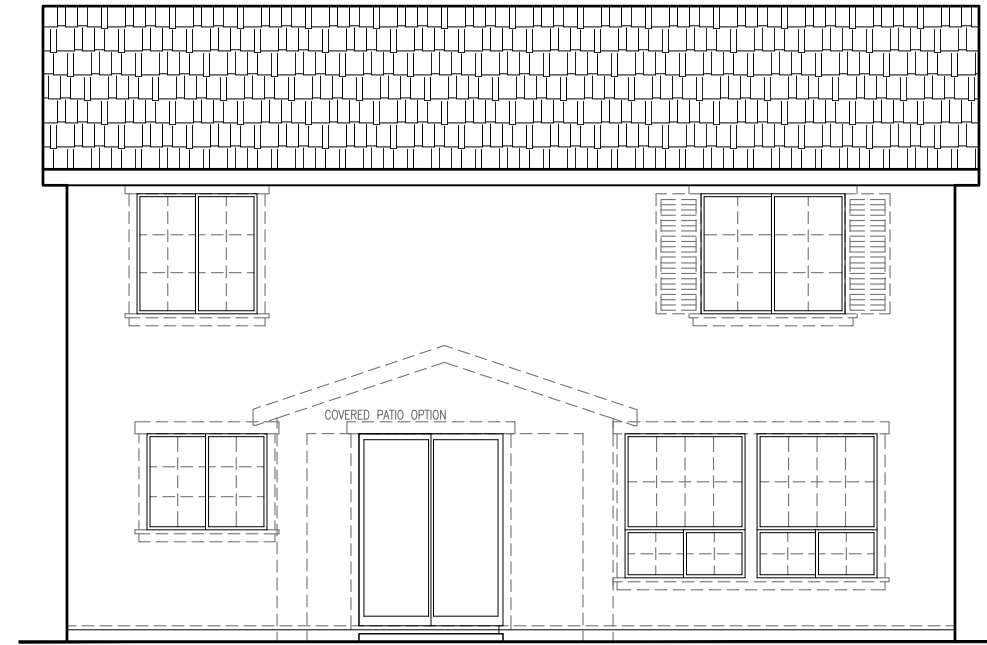
**JMC HOMES**

John Mourier Construction Inc.  
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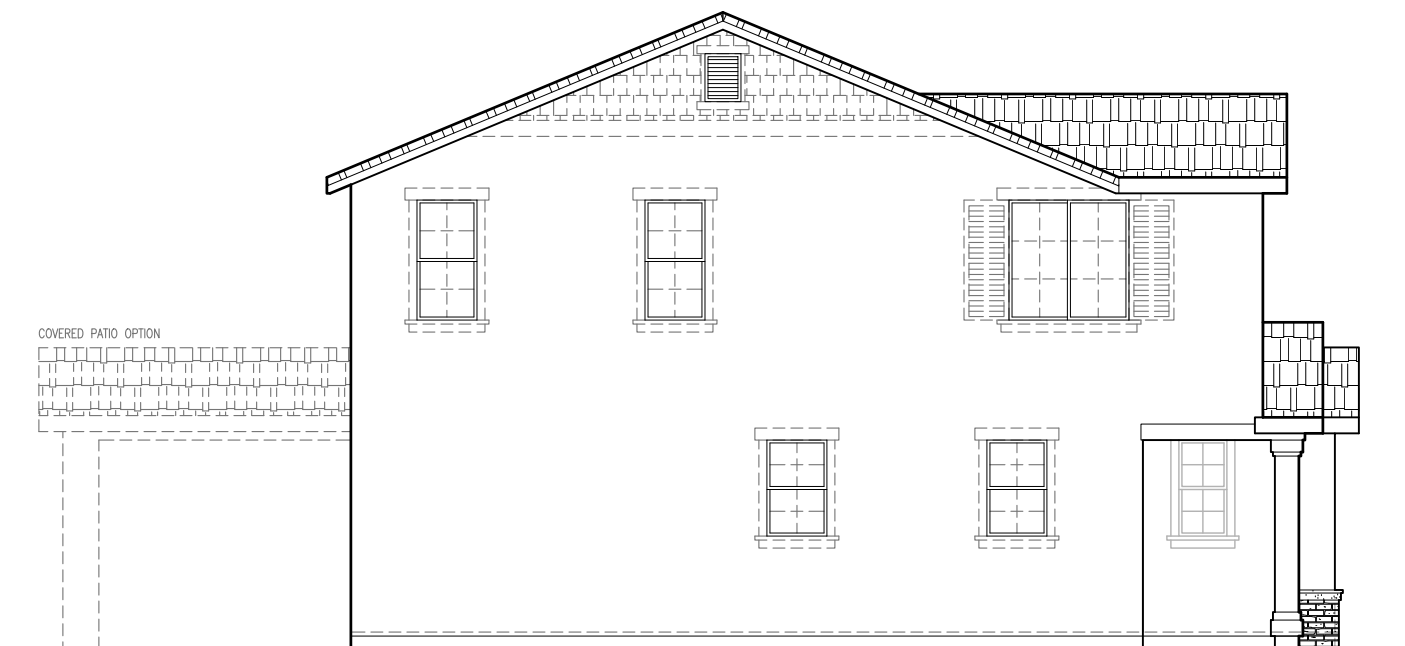
SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
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STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.



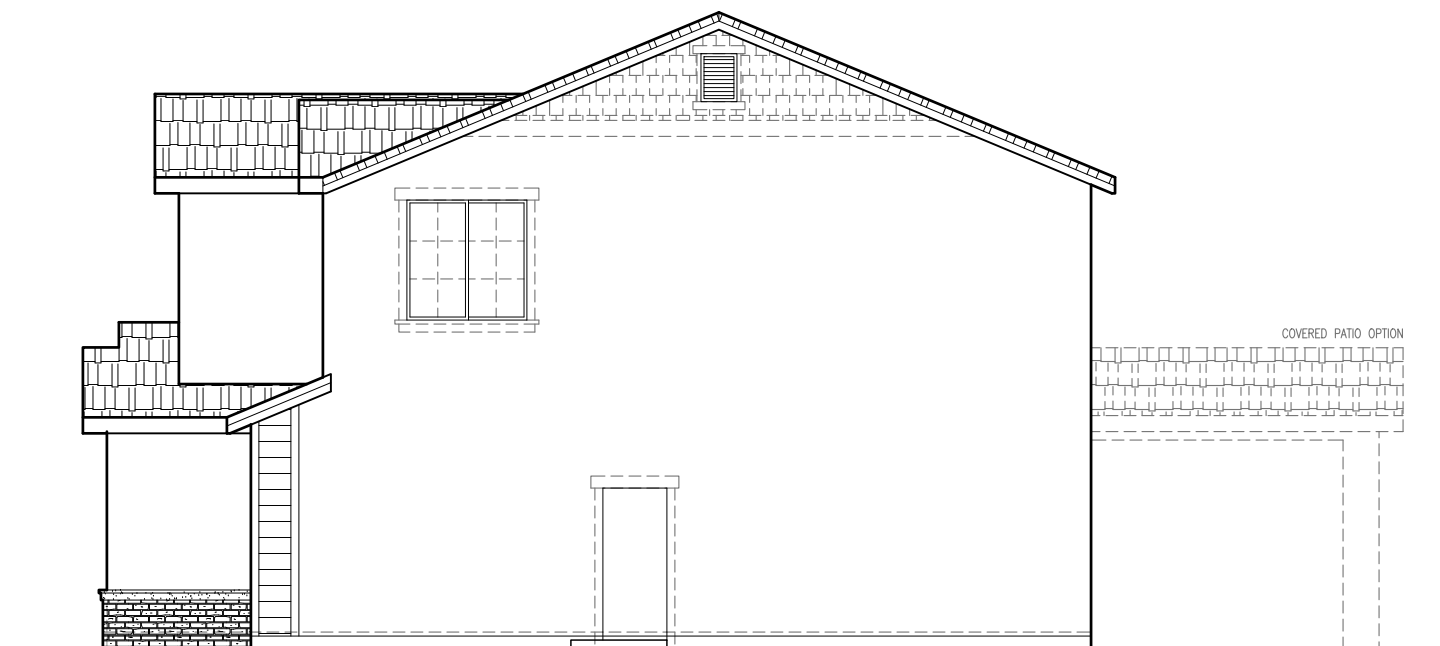
**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



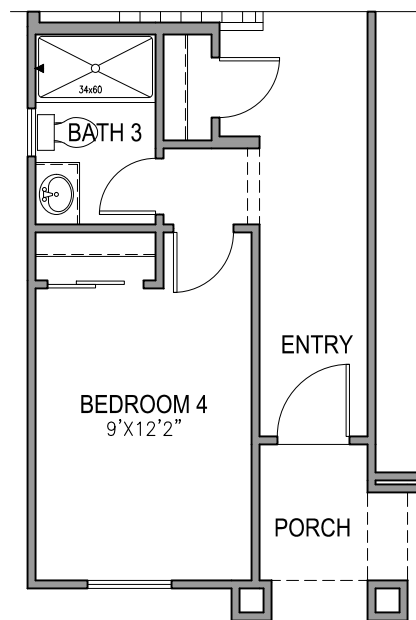
**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**2184 'D' ELEVATIONS  
SIERRA VISTA**

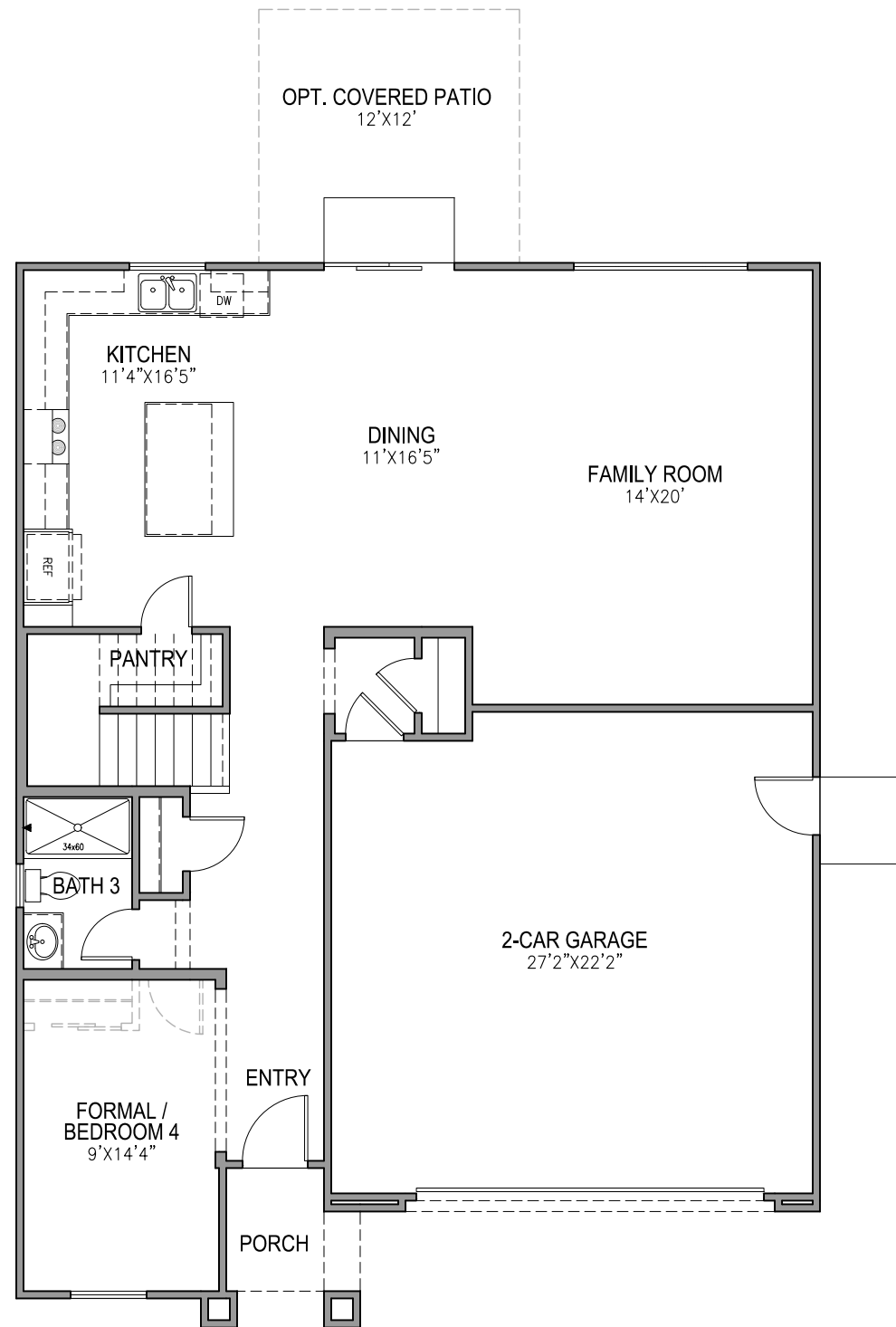
**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California



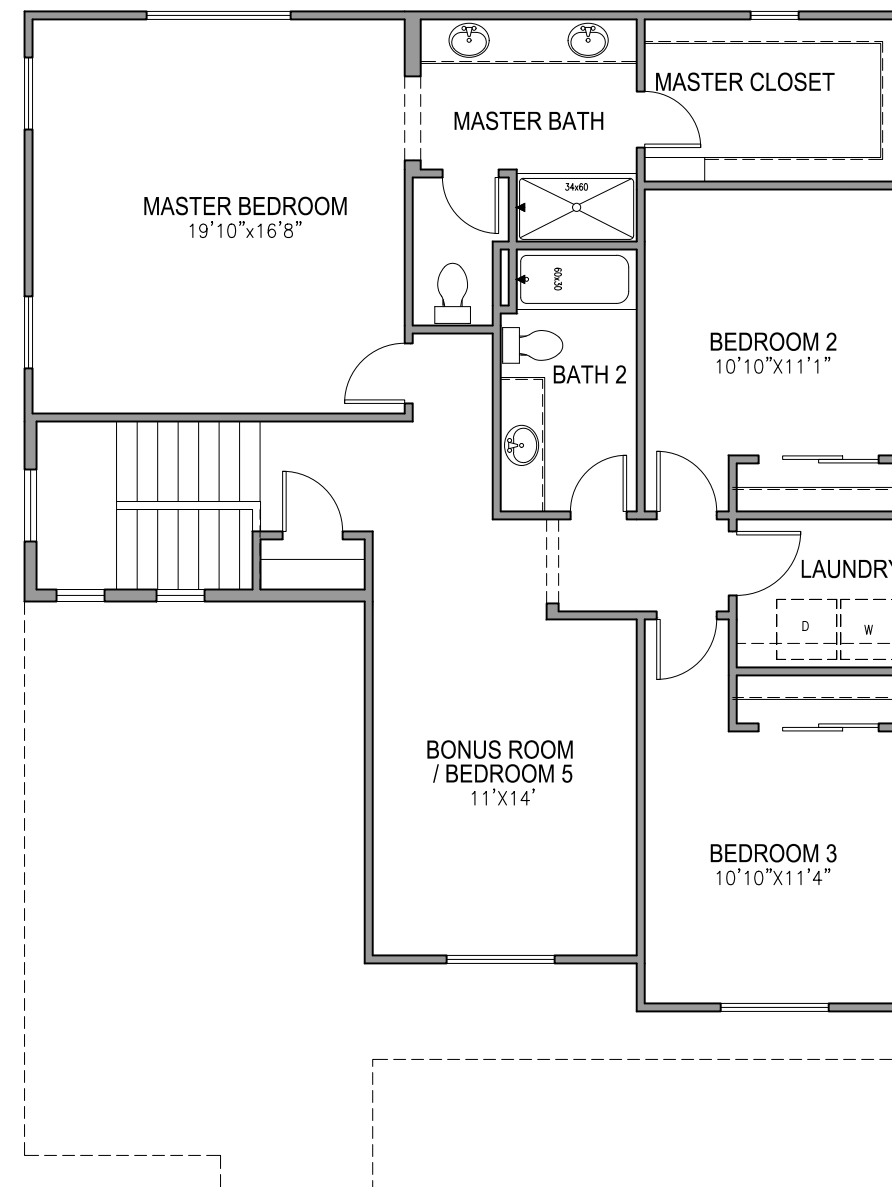
**BEDROOM 4 PLAN**

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



**FIRST FLOOR PLAN**

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



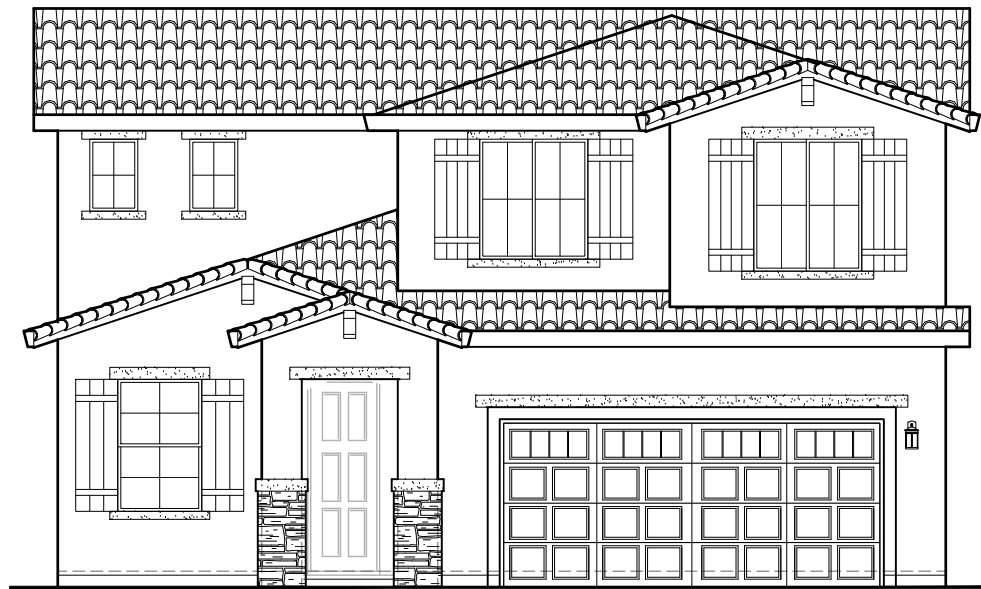
**SECOND FLOOR PLAN**

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

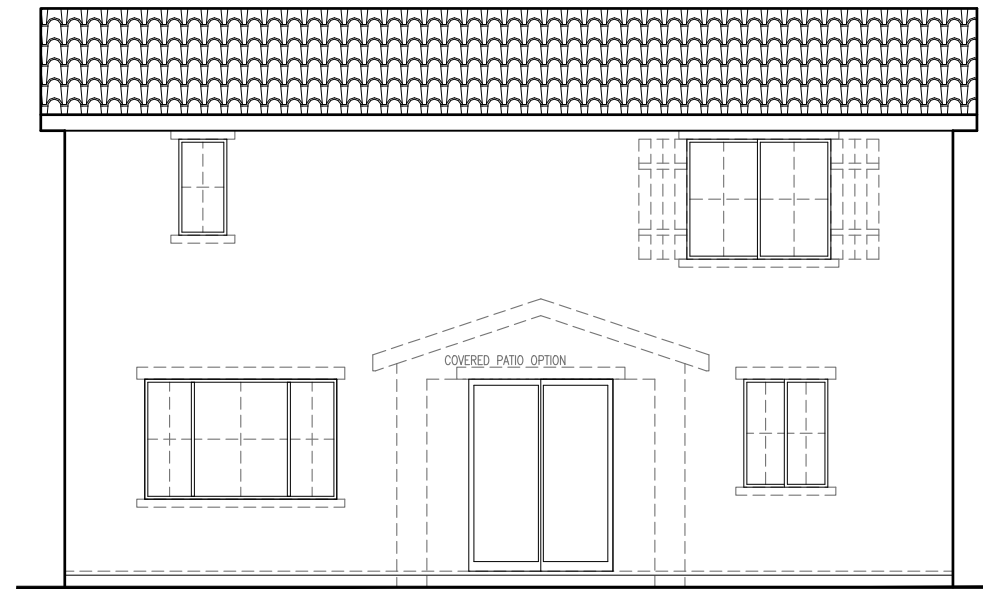
**2341 FLOOR PLAN  
SIERRA VISTA**

**JMC HOMES**

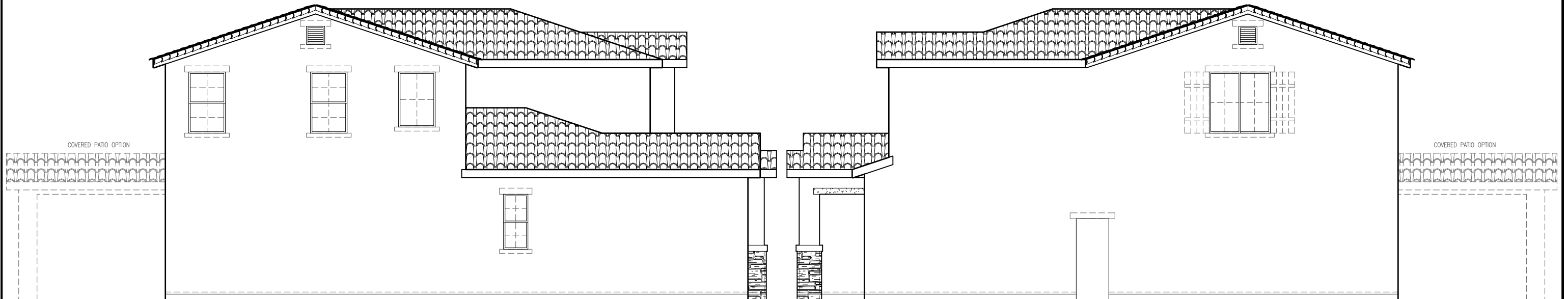
John Mourier Construction Inc.  
Roseville, California



**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

**2341 'A' ELEVATIONS  
SIERRA VISTA**

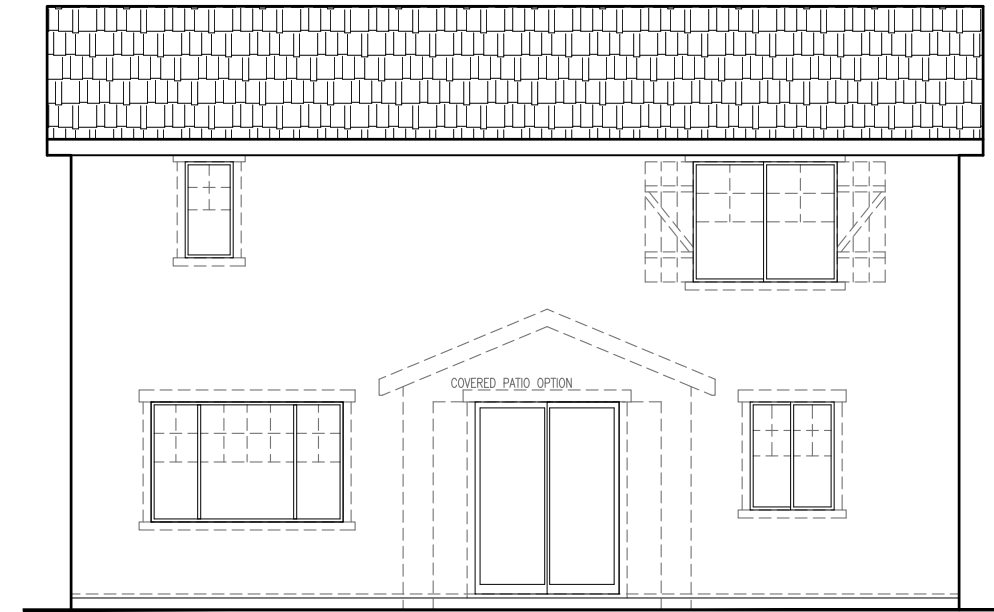
SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

**JMC HOMES**

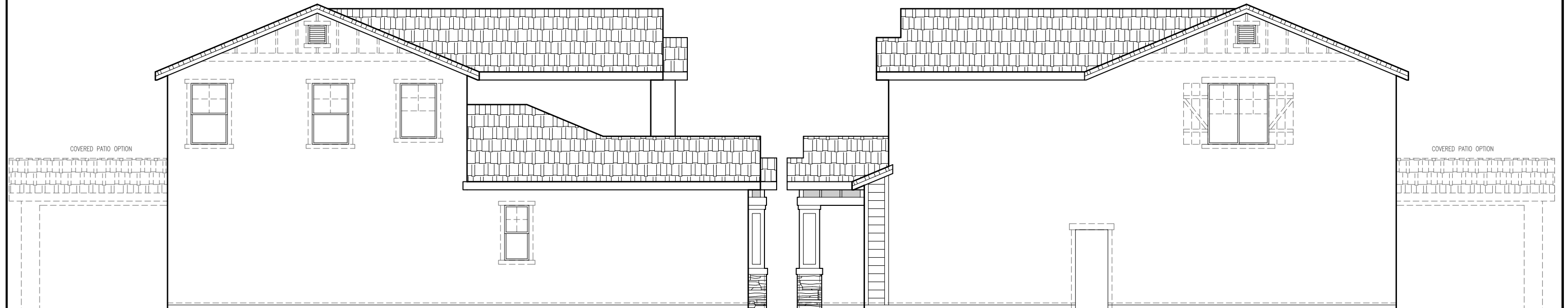
John Mourier Construction Inc.  
Roseville, California



FRONT ELEVATION 'B'  
SCALE: 1/8"=1'-0"



REAR ELEVATION 'B'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'B'  
SCALE: 1/8"=1'-0"

RIGHT ELEVATION 'B'  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

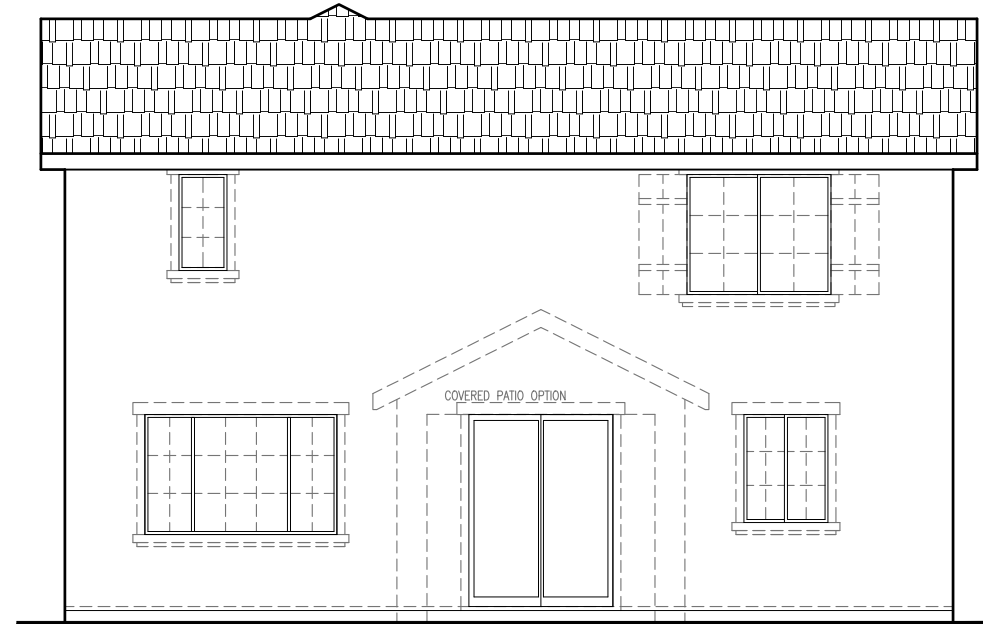
2341 'B' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

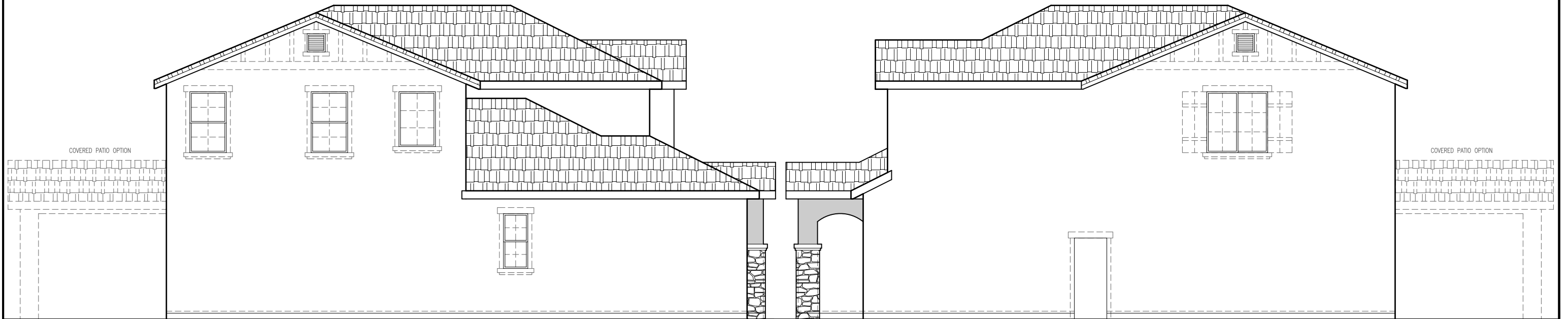
John Mourier Construction Inc.  
Roseville, California



FRONT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'  
SCALE: 1/8"=1'-0"

RIGHT ELEVATION 'C'  
SCALE: 1/8"=1'-0"

2341 'C' ELEVATIONS  
SIERRA VISTA



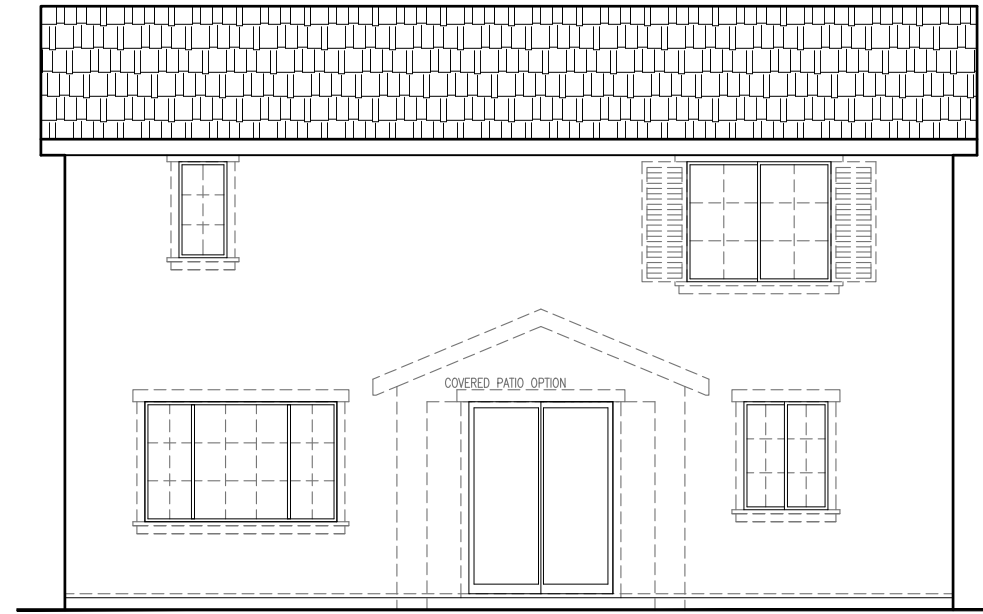
John Mourier Construction Inc.  
Roseville, California

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

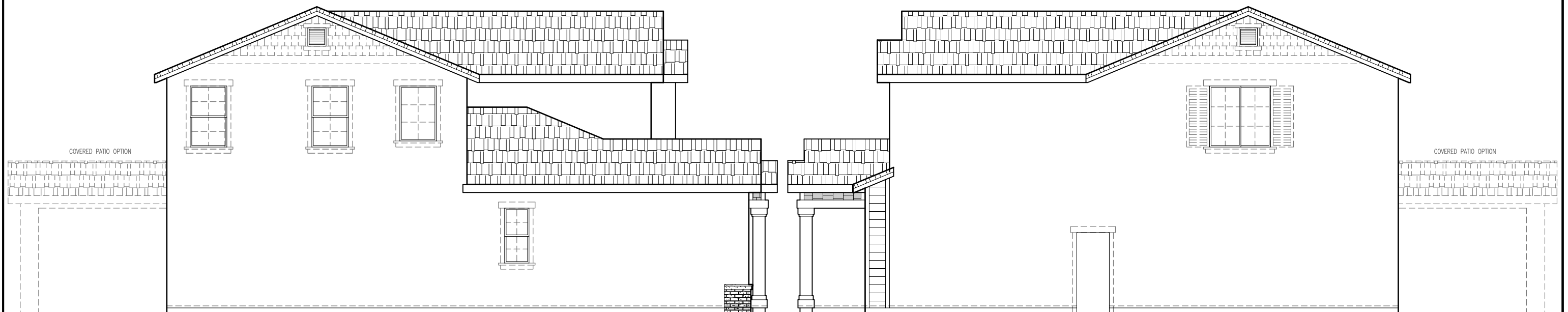




**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

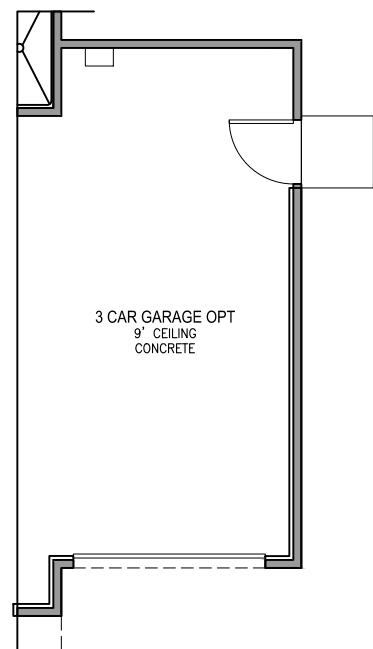
**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS TO BE  
SELECTED WHENEVER SIDE IS ADJACENT TO A  
STREET, OPEN SPACE, OR OTHER PUBLIC  
LOCATION.

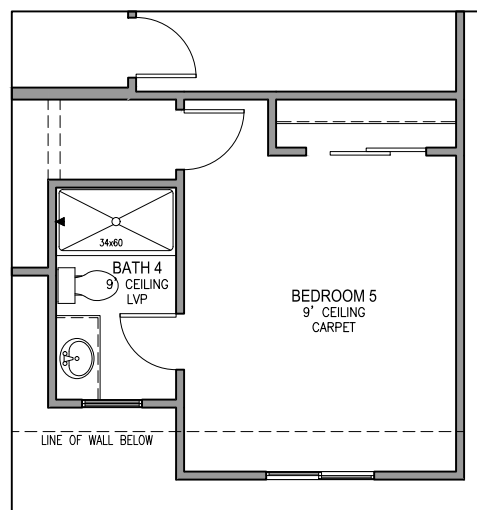
**2341 'D' ELEVATIONS  
SIERRA VISTA**

**JMC HOMES**

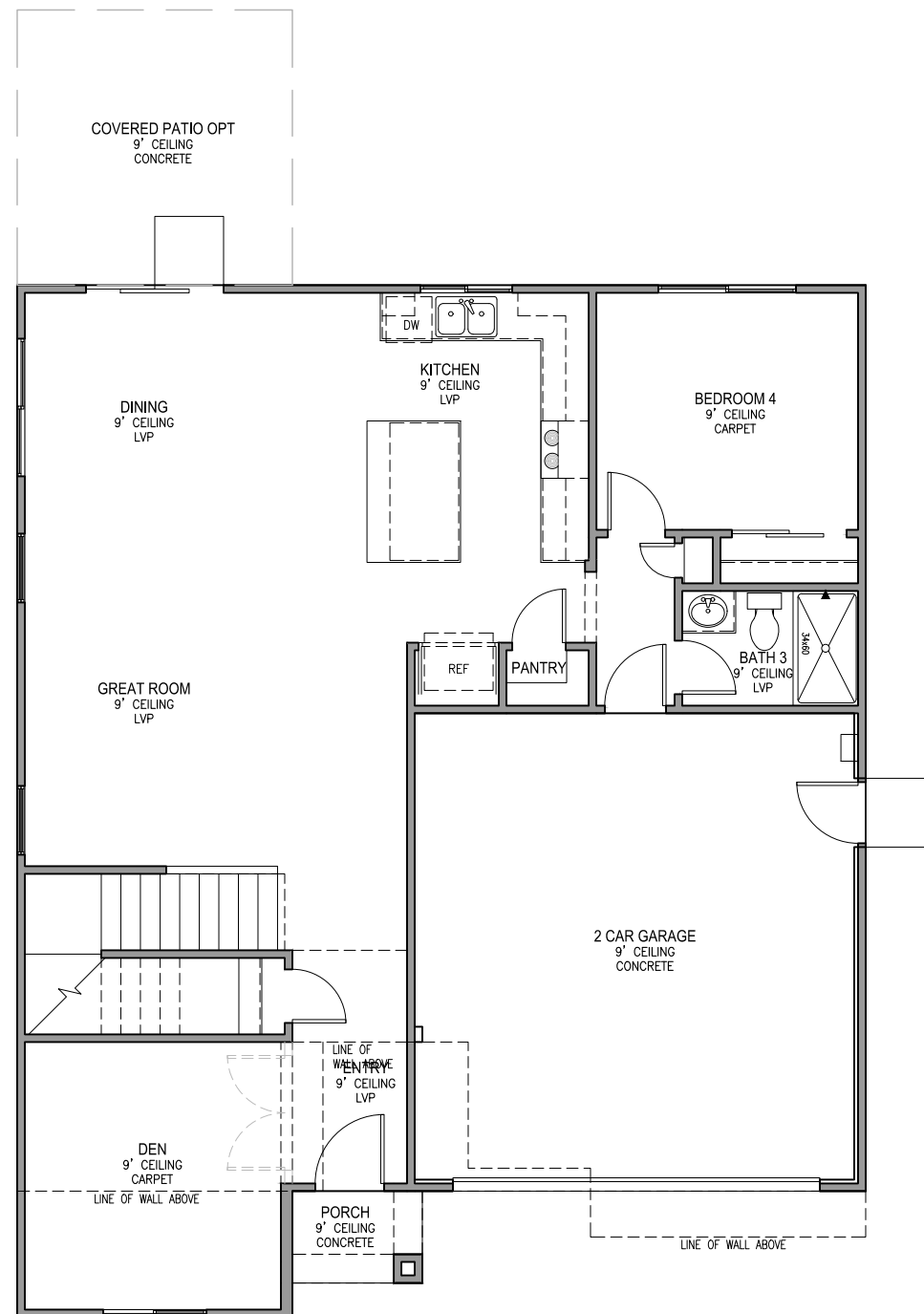
John Mourier Construction Inc.  
Roseville, California



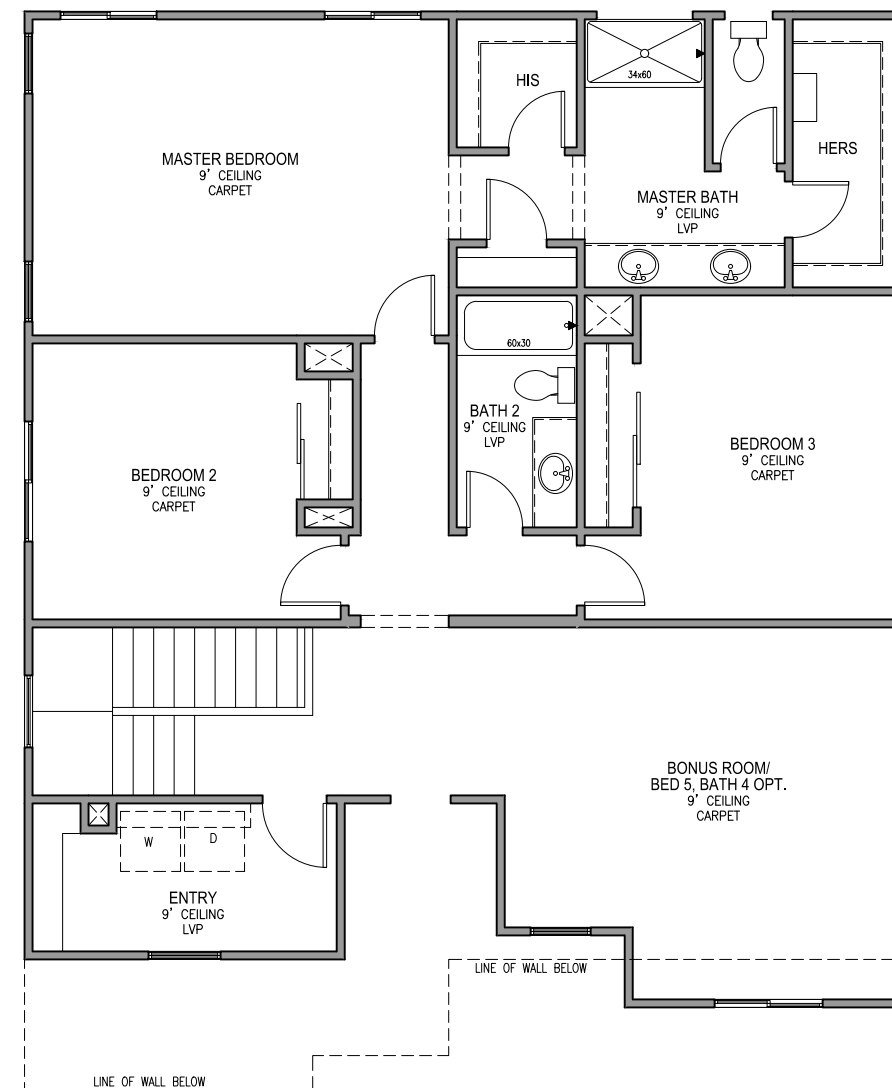
**3 CAR GARAGE PLAN**  
SCALE: 1/8"=1'-0"



**BEDROOM 5 PLAN**  
SCALE: 1/8"=1'-0"



**FIRST FLOOR PLAN**  
SCALE: 1/8"=1'-0"



**SECOND FLOOR PLAN**  
SCALE: 1/8"=1'-0"

**2492 FLOOR PLAN**  
**SIERRA VISTA**

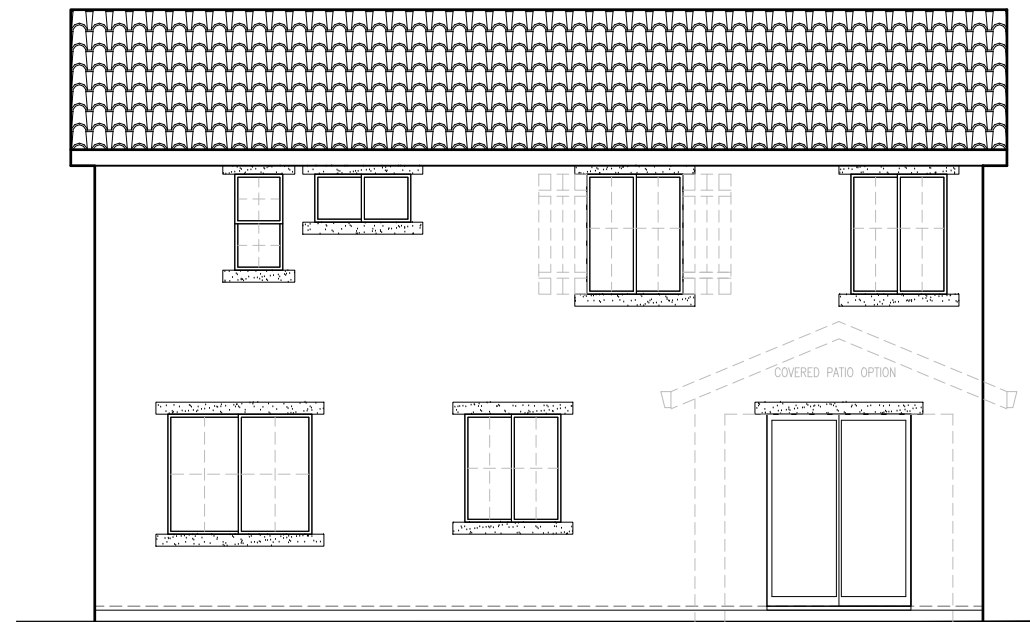
**JMC HOMES**

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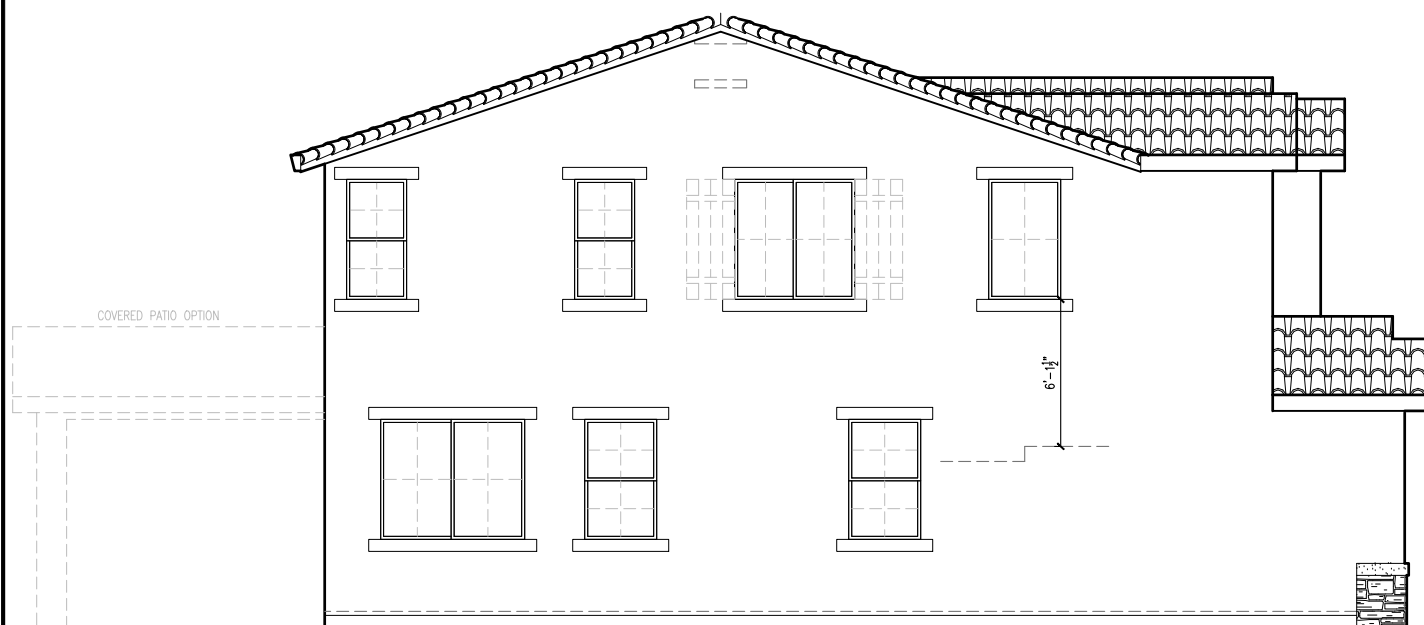




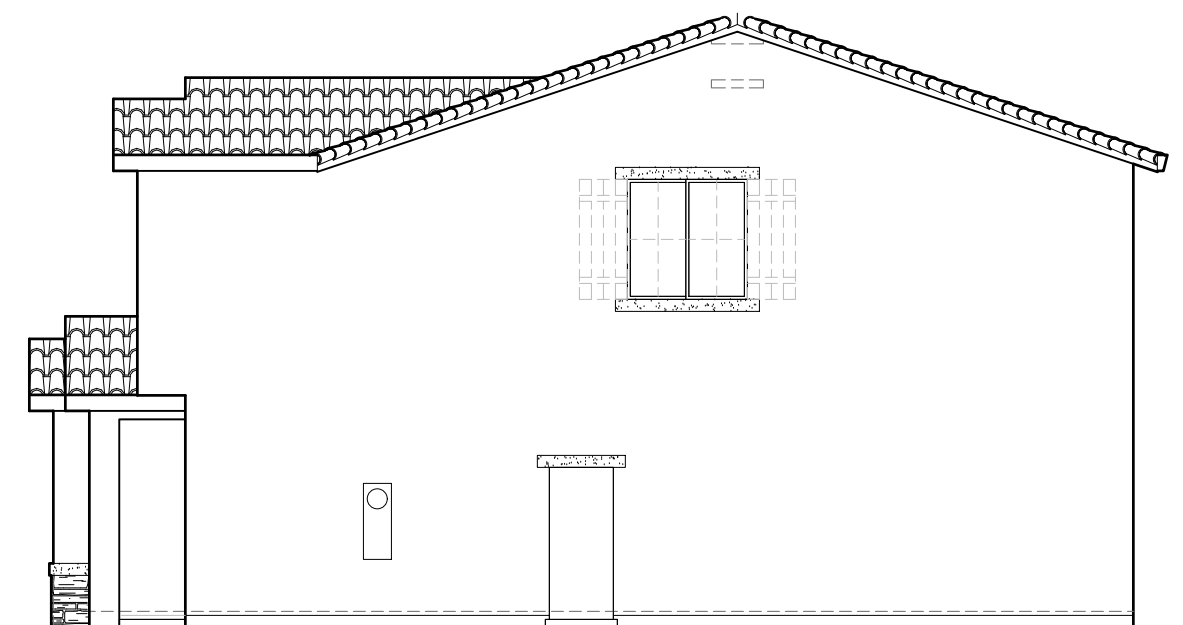
**FRONT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'A'**  
SCALE: 1/8"=1'-0"

**2492 'A' ELEVATIONS**  
**SIERRA VISTA**

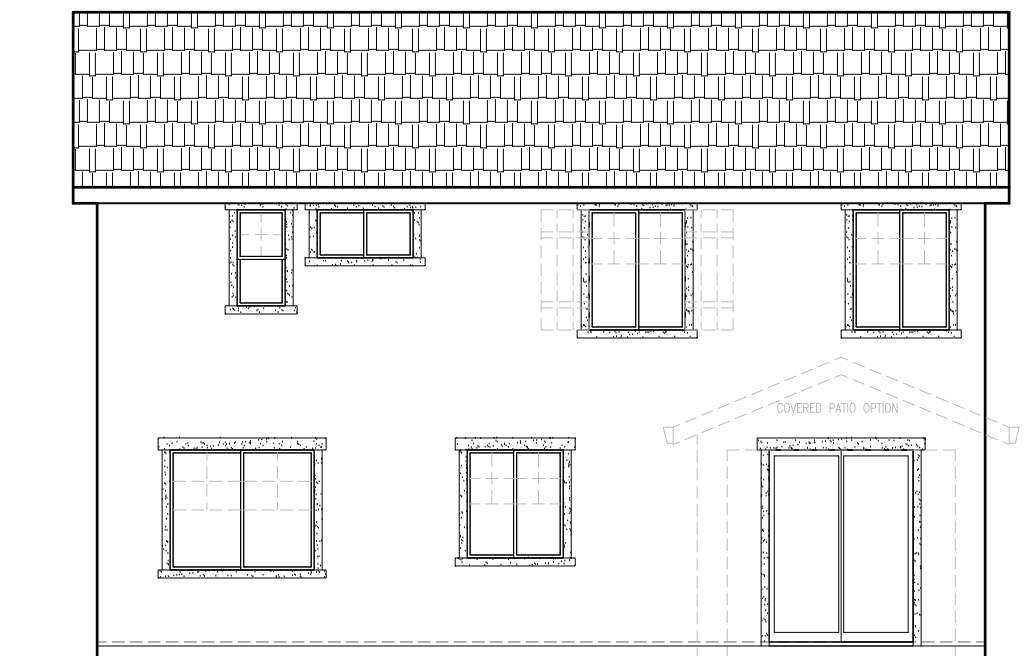


John Mourier Construction Inc.  
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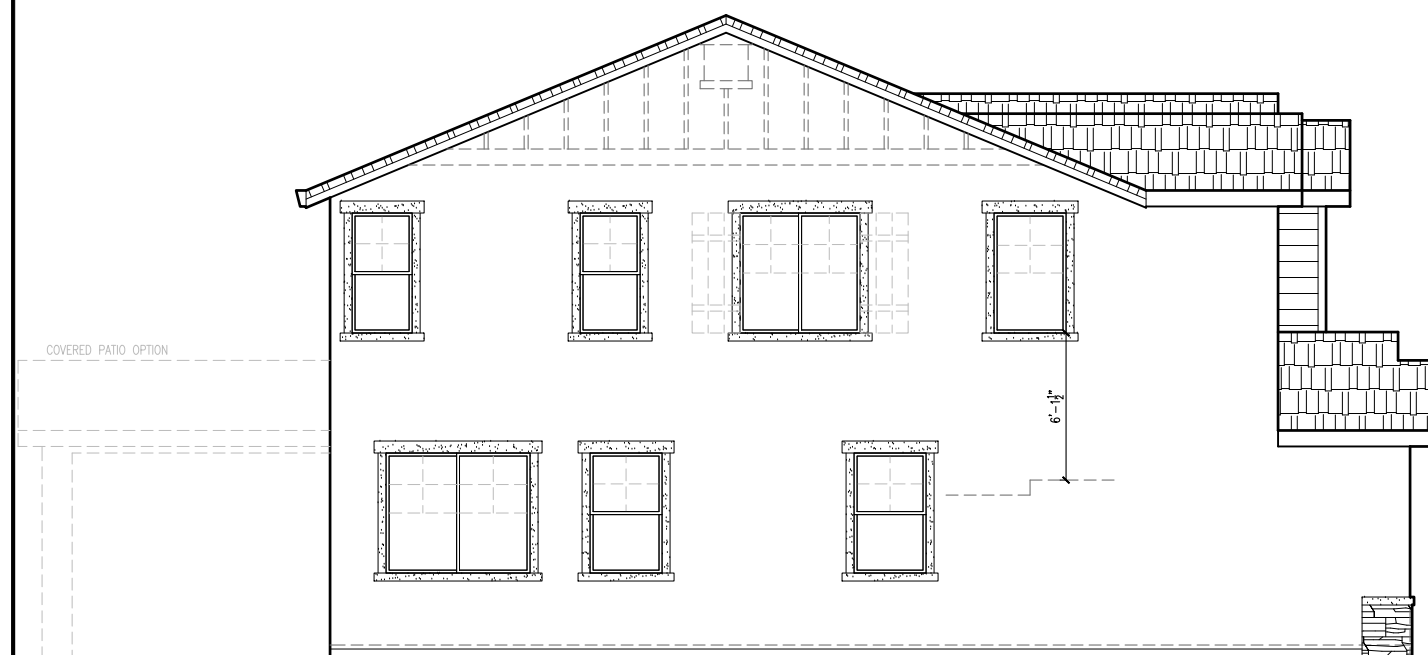
SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
IS ADJACENT TO A STREET, OPEN SPACE, OR  
OTHER PUBLIC LOCATION.



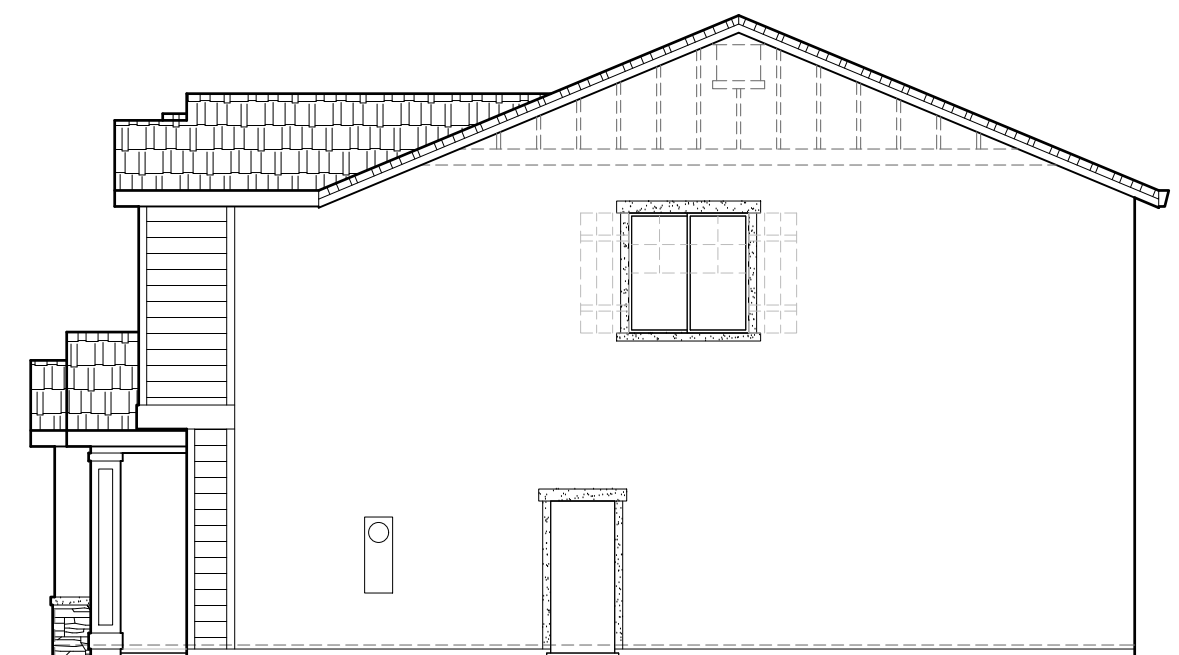
**FRONT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'B'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS  
(DASHED LINES) TO BE SELECTED WHENEVER SIDE  
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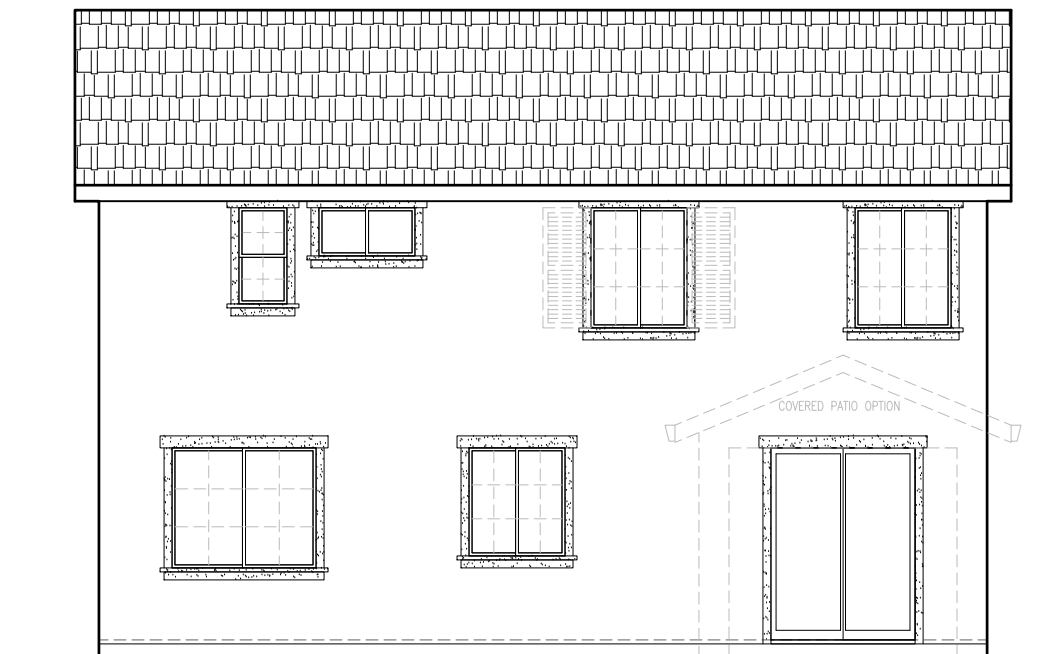
**2492 'B' ELEVATIONS**  
**SIERRA VISTA**

**JMC HOMES**

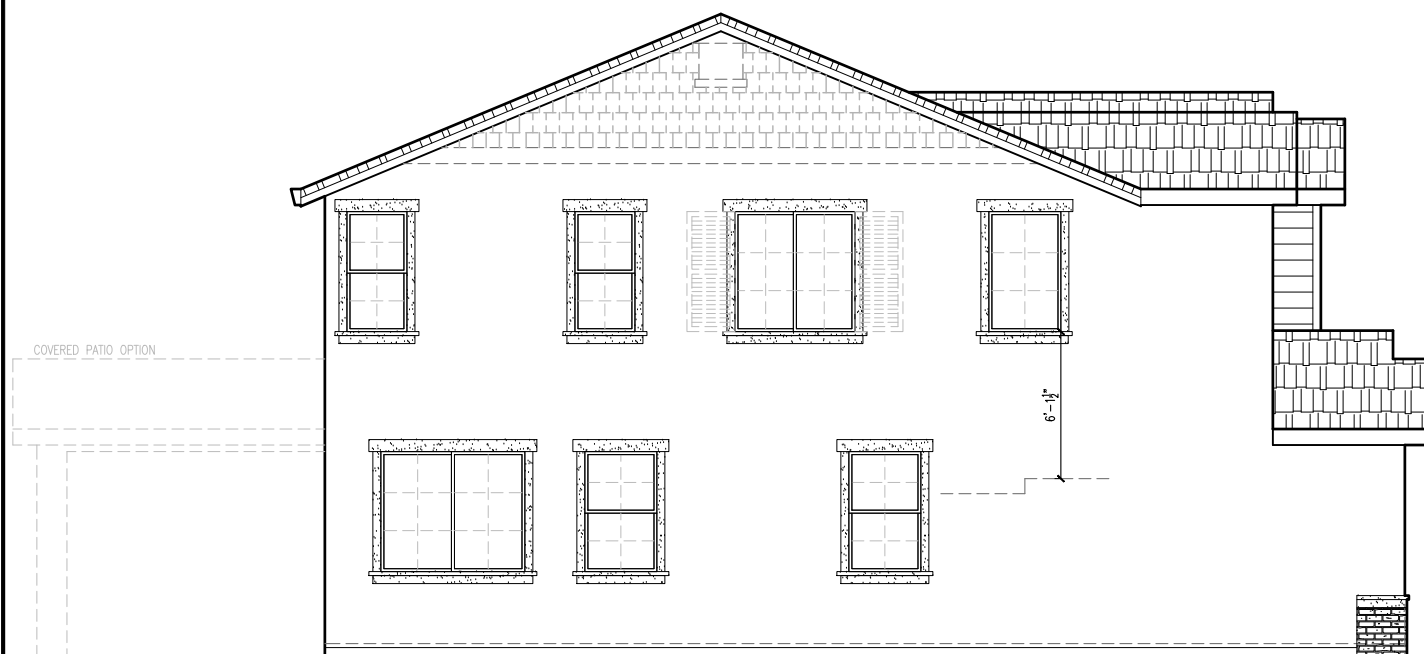
John Mourier Construction Inc.  
Roseville, California



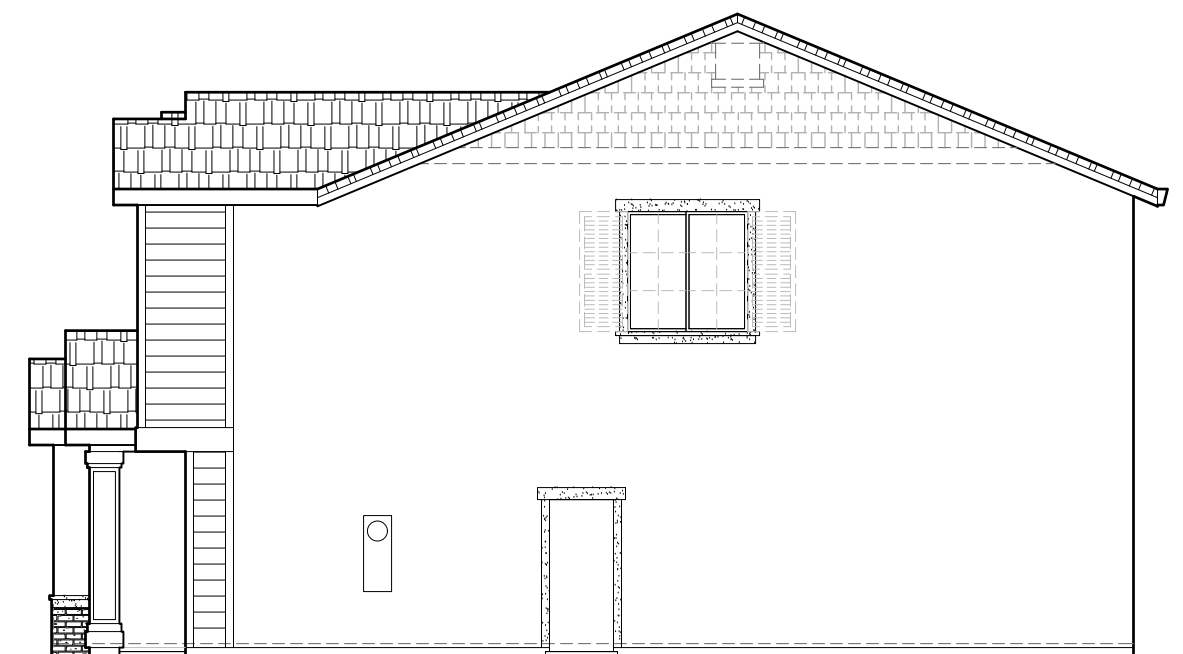
FRONT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



REAR ELEVATION 'C'  
SCALE: 1/8"=1'-0"



LEFT ELEVATION 'C'  
SCALE: 1/8"=1'-0"



RIGHT ELEVATION 'C'  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS  
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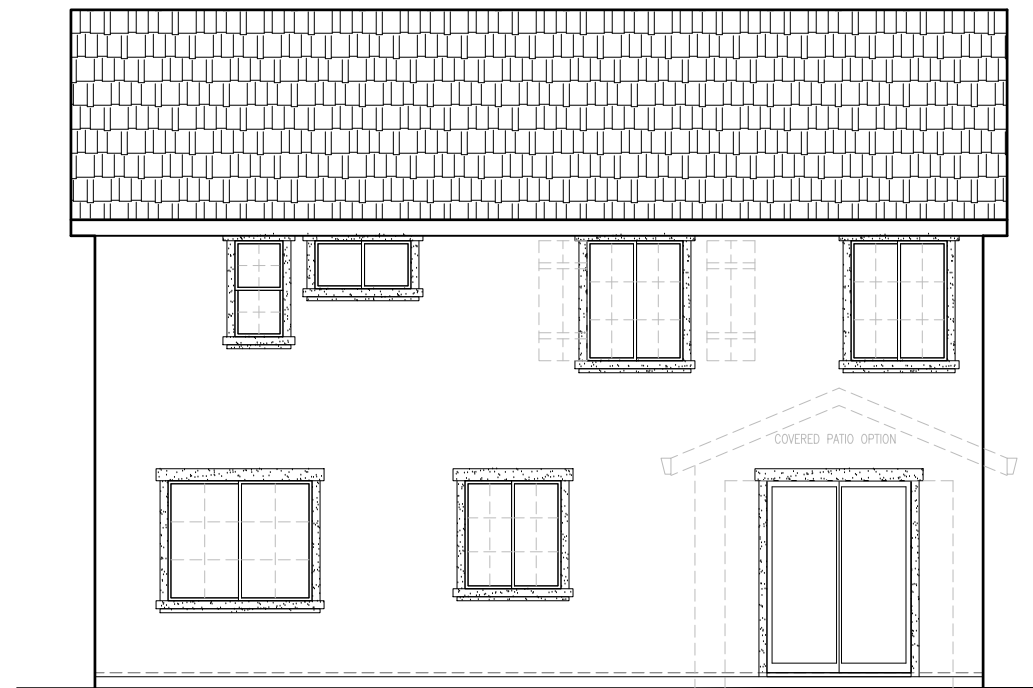
2492 'C' ELEVATIONS  
SIERRA VISTA

**JMC HOMES**

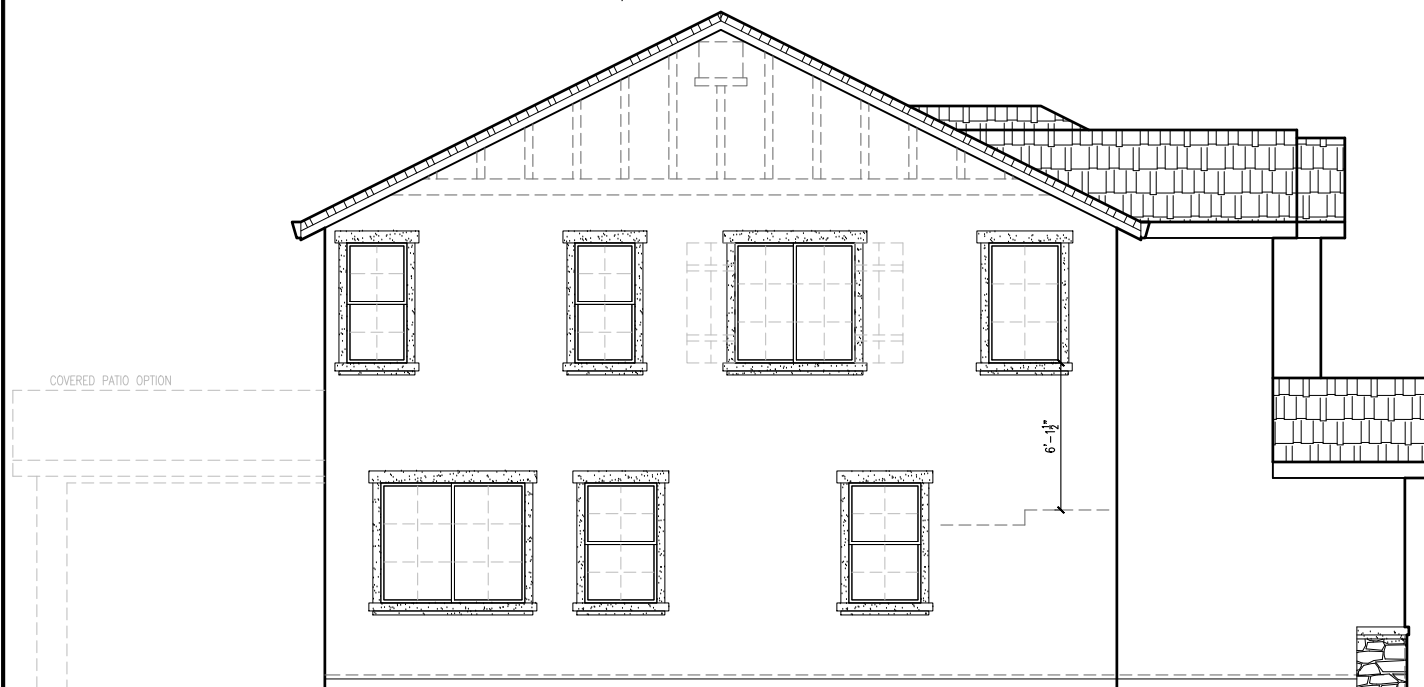
John Mourier Construction Inc.  
Roseville, California



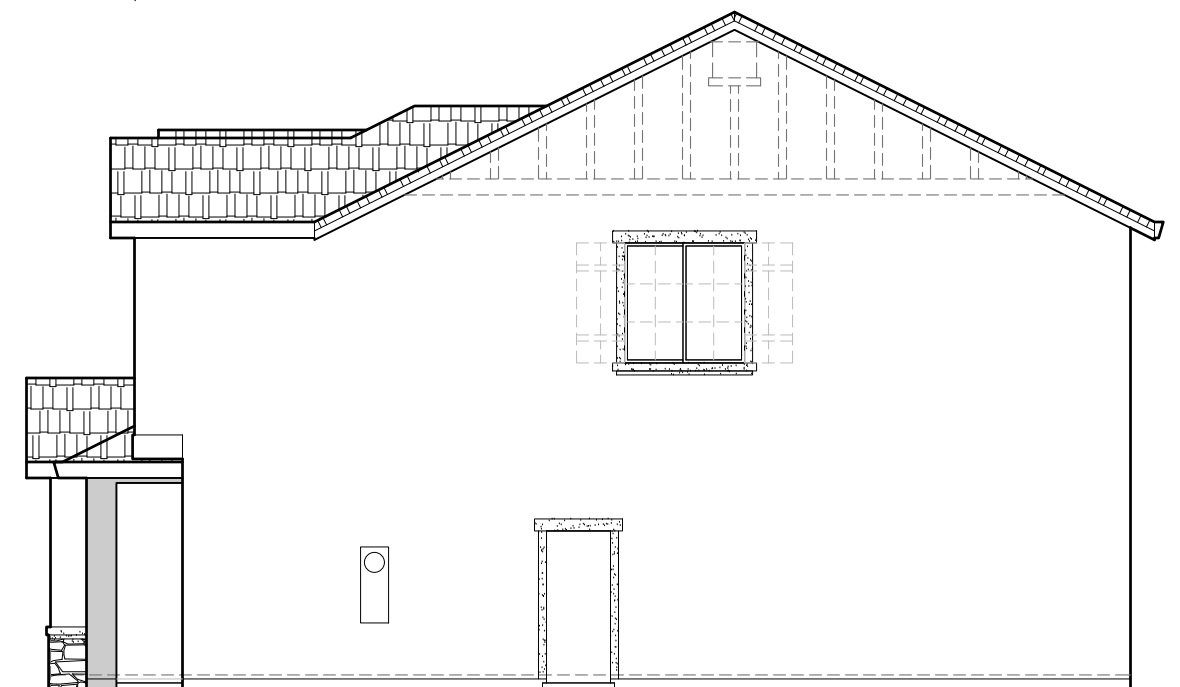
**FRONT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**REAR ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**LEFT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"



**RIGHT ELEVATION 'D'**  
SCALE: 1/8"=1'-0"

SIDE AND REAR ELEVATION ENHANCEMENTS  
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OTHER PUBLIC LOCATION.

**2492 'D' ELEVATIONS  
SIERRA VISTA**

**JMC HOMES**

John Mourier Construction Inc.  
Roseville, California

SIERRA VISTA  
ENHANCED FRONT YARD LANDSCAPING STREET SCAPE

ENHANCED LANDSCAPE:

SHRUBS: (11) 1 GALLON MEDIUM  
SHRUBS; (3) 5 GALLON LARGE  
SHRUBS

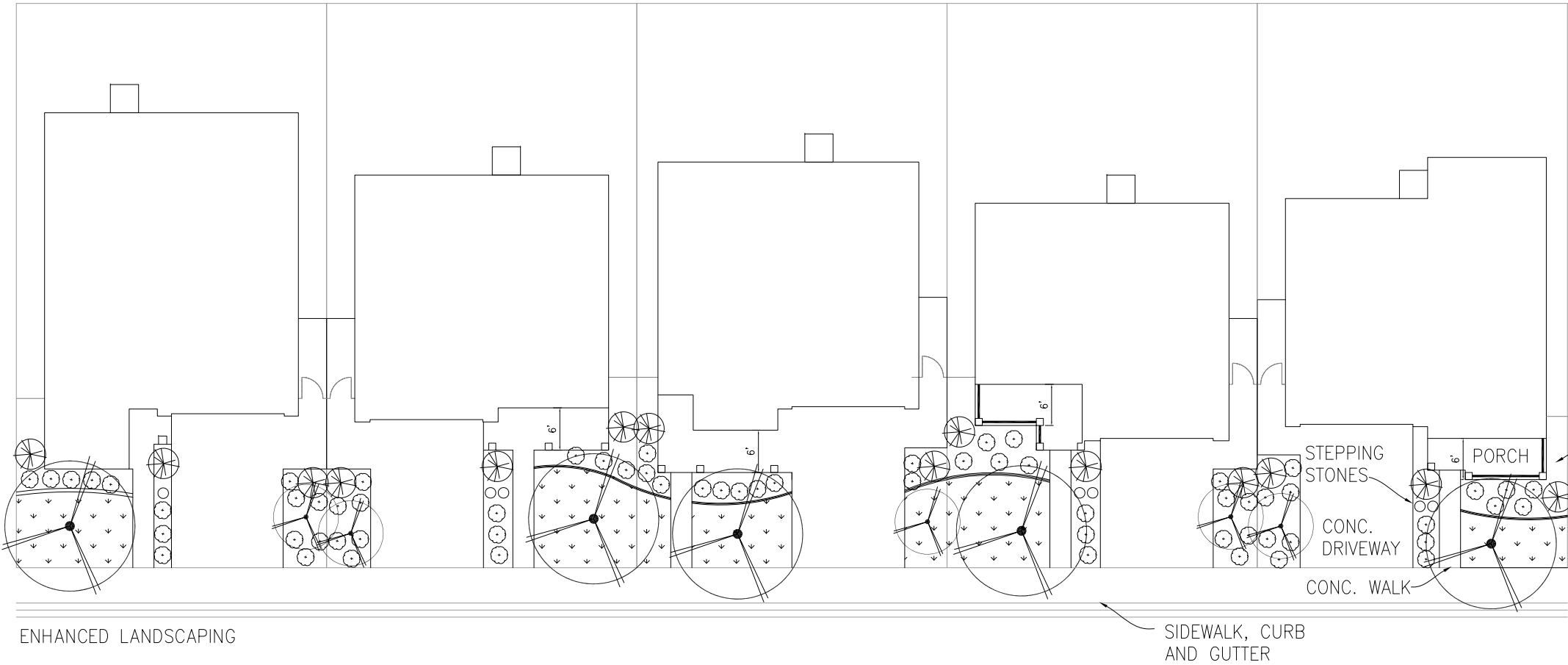
TREES: (1) 15 GALLON STREET  
TREE  
(1) 15 GALLON ACCENT  
TREE

WHEN TWO DRIVEWAYS ARE  
ADJACENT, OMIT LAWN  
BETWEEN DRIVEWAYS AND  
ADD 3 ADDITIONAL 1  
GALLON SHRUBS.

±15' CONCRETE CURBING MIN.  
CONCRETE CURBING TO TIE INTO  
CONCRETE CURBING ON ADJOINING  
LOT(S)

CONCRETE WALKWAY FROM FRONT  
DOOR TO SIDEWALK WITH  
STEPPING STONE(S) TO CONNECT  
DRIVEWAY TO WALK OR PORCH.

TURF QUANTITY IS SUBJECT TO  
WELO REQUIREMENTS. TURF MUST  
EQUAL 42% OR LESS OF  
LANDSCAPABLE AREA.



| LEGEND |                       |
|--------|-----------------------|
|        | SOD                   |
|        | CONCRETE              |
|        | CONCRETE CURBING      |
|        | WOOD FENCE            |
|        | 18" STEPPING STONE    |
|        | 1 GALLON MED. SHRUB   |
|        | 5 GALLON LARGE SHRUB  |
|        | 15 GALLON ACCENT TREE |
|        | 15 GALLON STREET TREE |

Plant Pallet A:

SHRUBS: 1 GALLON MEDIUM  
DIETES 'BICOLOR' (AFRICAN IRIS)  
COLEONEMA 'COMPACTA' (BREATH OF HEAVEN)  
5 GALLON LARGE  
RHAPHIOLEPIS 'SPRINGTIME' (INDIAN HAWTHORN)

TREES: 15 GALLON ACCENT  
PHOTINIA FRASERI (RED TIP)  
15 GALLON STREET  
QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)

Plant Pallet B:

SHRUBS: 1 GALLON MEDIUM  
AGAPANTHUS AFRICANUS 'QUEEN ANNE'  
NANDINA DOMESTICA 'FIREPOWER' (HEAVENLY BAMBOO)  
5 GALLON LARGE  
PHORMIUM 'EVENING GLOW' (FLAX BUSH)

TREES: 15 GALLON ACCENT  
LAGERSTROEMIA 'INDICA' (CREPE MRYTLE)  
15 GALLON STREET  
MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA)

Plant Pallet C:

SHRUBS: 1 GALLON MEDIUM  
JUNIPERUS PROCUMBENS 'GREENMOUND'  
TULBAGIA VIOLACEA (SOCIETY GARLIC)  
5 GALLON LARGE  
PITTOSPORUM 'TOBRIA'

TREES: 15 GALLON ACCENT  
PYRUS CALLERYANA (ORNAMENTAL PEAR)  
15 GALLON STREET  
QUERCUS VIRGINIANA (SOUTHERN LIVE OAK)

SCALE: 1"=20'-0"  
5/28/13

**JMC HOMES**

JOHN MOURIER CONSTRUCTION INC.  
1430 Blue Oaks Blvd. Ste 190  
Roseville, Ca 95747-7143  
Office: 916-782-8879 Fax: 916-960-5322  
CALIFORNIA LIC. 613004 B

SIERRA VISTA  
CORNER LOT LANDSCAPING

QUANTITIES BELOW ARE IN  
ADDITION TO THE STANDARD FRONT  
YARD LANDSCAPING TO BE  
APPLIED TO THE SIDE YARD OF  
CORNER LOTS.

SEE ENHANCED FRONT YARD  
LANDSCAPING EXHIBITS FOR PLANT  
PALLET.

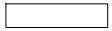
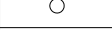
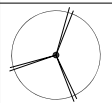
CORNER LANDSCAPE:

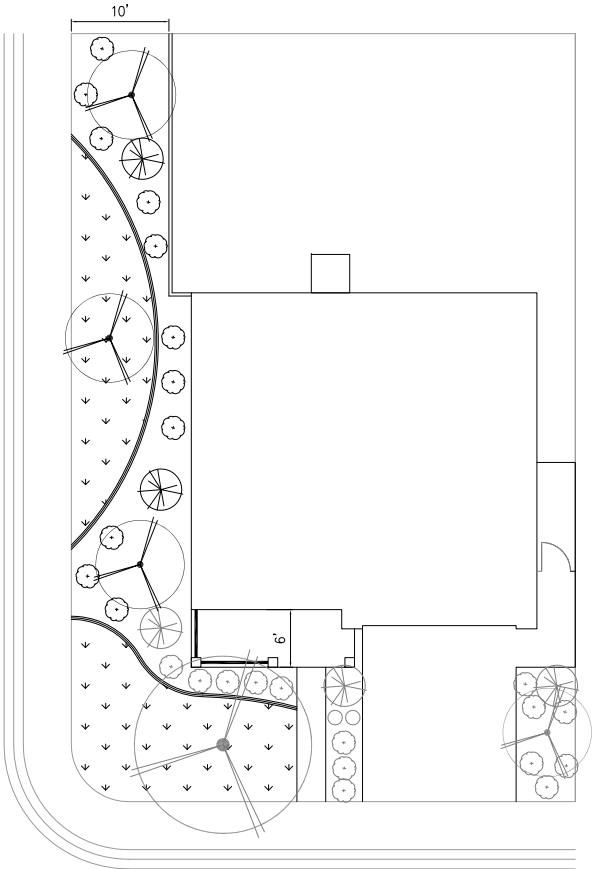
SHRUBS: (11) 1 GALLON MEDIUM  
SHRUBS; (2) 5 GALLON LARGE  
SHRUBS

TREES: (3) 15 GALLON ACCENT  
TREES

±45' CONCRETE CURBING MIN.  
CONCRETE CURBING.

TURF QUANTITY IS SUBJECT TO  
WELO REQUIREMENTS. TURF MUST  
EQUAL 42% OR LESS OF  
LANDSCAPABLE AREA.

| LEGEND                                                                                |                          |
|---------------------------------------------------------------------------------------|--------------------------|
|  | SOD                      |
|  | CONCRETE                 |
|  | CONCRETE CURBING         |
|  | WOOD FENCE               |
|  | 18" STEPPING STONE       |
|  | 1 GALLON MED. SHRUB      |
|  | 5 GALLON LARGE SHRUB     |
|  | 15 GALLON ACCENT<br>TREE |
|  | 15 GALLON STREET TREE    |



ENHANCED LANDSCAPING

SCALE: 1"=20'-0"  
5/28/13



JOHN MOURIER CONSTRUCTION INC.  
1430 Blue Oaks Blvd. Ste 190  
Roseville, Ca 95747-7143  
Office: 916-782-8879 Fax: 916-960-5322  
CALIFORNIA LIC. 613004 B





Development Services Department  
Planning Division  
311 Vernon Street  
Roseville, California 95678-2649

March 1, 2021

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**SUBJECT: SVSP PCL FD-08, FD-10, FD-21, FD-23 – JMC TM#3**  
**File # PL20-0119**  
**Citywide Job #190466**

On **FEBRUARY 25, 2020**, the *Planning Commission* **CONSIDERED** the **4<sup>th</sup> ADDENDUM** to the **SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (EIR); RECOMMENDED APPROVAL** of a request for **GENERAL PLAN AMENDMENT (LAND USE MAP, SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP), FIRST AMENDMENT OF THE MOURIER INVESTMENTS, LLC DEVELOPMENT AGREEMENT, and FOURTH AMENDMENT OF THE WESTPARK FEDERICO DEVELOPMENT AGREEMENT**; and **APPROVED** the request for a **TENTATIVE SUBDIVISION MAP, MAJOR GRADING PLAN, and DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION** located at **2150 VISTA GRANDE BL.**

## **ADVISORY ACTION**

The Planning Commission action on the **GENERAL PLAN AMENDMENT (LAND USE MAP, SPECIFIC PLAN AMENDMENT (TEXT AND LAND USE MAP), FIRST AMENDMENT OF THE MOURIER INVESTMENTS, LLC DEVELOPMENT AGREEMENT, and FOURTH AMENDMENT OF THE WESTPARK FEDERICO DEVELOPMENT AGREEMENT** is a recommendation and does not grant the applicant any entitlements. These items require action by the City Council. The City Council will consider these items at a later date.

## **EXPIRATION DATE**

You have two (2) years from the date of the Planning Commission's approval in which to effectuate the Tentative Subdivision Map and Design Review for Residential Subdivision, or else the **TENTATIVE SUBDIVISION MAP** and **DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION** approval becomes null and void.

The expiration date of this request is **FEBRUARY 25, 2023**.

You have one (1) year from the date of the Planning Commission's approval in which to effectuate the Major Grading Plan, or else the **MAJOR GRADING PLAN** approval becomes null and void.

The expiration date of this request is **FEBRUARY 25, 2022**.

### **EXTENSION OF PERMIT**

You may request that the **MAJOR GRADING PLAN** and **DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION** be extended for a period up to a maximum of one (1) year. An application for an extension shall be submitted to the Planning Division prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

You may request that the **TENTATIVE SUBDIVISION MAP** be extended for a period up to a maximum of six (6) years. An application for an extension shall be submitted to the Planning Division prior to the expiration date indicated above. No notice will be sent to you prior to the date of permit expiration.

YOU WILL BE RESPONSIBLE FOR REQUESTING ANY EXTENSION.

### **FEE NOTIFICATION**

Per Government Code Section 66000, et seq, this notice shall serve as notification that the 90 day appeal period has begun in which the applicant may protest the imposition of fees, dedications, reservations, or other exactions imposed under the provisions of Government Code Section 66020 to the City Council. The appeal shall be filed in writing or on a form provided by the City stating the reasons for the appeal as provided for in Government Code Section 66020. **The appeal shall be filed with the City Clerk.**

### **APPEAL PROCEDURE**

The decision of the Planning Commission is final unless appealed. This decision must be appealed to the City Council by filing a written appeal and paying the required fee **within ten (10) calendar days of February 25, 2021**. **The appeal shall be filed with the City Clerk.**

You may be precluded from filing a lawsuit to challenge this decision unless you use this opportunity for administrative appeal and raise any issues you believe to be wrongly decided.

Persons wishing to commence a court case challenging this decision must do so within ninety (90) days of the final decision (after all administrative appeals are exhausted) pursuant to Code of Civil Procedures Section 1094.6. (See Roseville City Council Resolution No. 82-81)



**CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP (FD-8, FD-10, FD-21, FD-23)**

1. The Tentative Subdivision Map shall not be deemed approved until the actions on the General Plan Amendment, Specific Plan Amendment, and Development Agreement Amendment are approved and become effective. (Planning)
2. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. The Developer shall submit civil drawings to the Department of Development Services – Engineering Division for review and approval. (Engineering)
3. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
4. The developer shall not commence with any on-site improvements until such time as grading and/or improvement plans have been submitted for review and are approved and grading and/or encroachment permits are issued by Development Services- Engineering Division. (Engineering)
5. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. Project billing may occur up to two (2) months after the end of warranty or the Notice of Termination date for the SWPPP, whichever occurs later. (Engineering, Environmental Utilities, Finance)
6. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010), and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
7. Fulfillment of all backbone dedication requirements for Irrevocable offers of dedication and easements shall occur prior to the approval of any Improvement, Grading Plans, and/or recordation of any Final or Parcel Map as required by the Development Agreement between the City of Roseville and Mourier Investments, LLC. (Engineering)

**PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS**

8. Landscape Plans for all landscape corridors and all landscaped common areas shall be approved with the improvement plans. Landscaping shall be installed for Substantial Completion of the subdivision improvements. Landscape corridors shall also successfully complete the required establishment period. The landscape plan shall comply with the Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning, Engineering, Parks, Fire, Environmental Utilities)

9. All lettered lots for FD-08, FD-10, FD-21 and FD-23 shall be designed consistent with Figure B-10 in the SVSP. Improvements including landscaping shall be shown on the Improvement Plans. Responsibility for maintenance of the landscaping and improvements shall be identified on the final map. (Planning, Engineering)
10. The applicant shall submit to the Engineering Division the appropriate Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)
11. Improvement plans shall include Neighborhood Entry detail, including masonry wall and fence detail, (architectural design for wall, fence & pilasters), and pilaster locations in accordance with the SVSP Design Guidelines. (Planning, Engineering)
12. The grading and improvement plans shall be designed in accordance with the City's Improvement Standards and Construction Standards and shall reflect the following:
  - a. Street improvements including, but not limited to, curb, gutter, sidewalk, pavement, drainage systems, traffic striping, signing, medians and markings, etc. along all existing and proposed City streets, as required by Engineering.
  - b. Grading shall comply with the City grading ordinance. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans. All erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site. It is incumbent upon the applicant to ensure that necessary measures are taken to minimize silt discharge from the site. Therefore modification of the erosion control plan may be warranted during wet weather conditions.
  - c. A rough grading permit may be approved by the Engineering Department prior to approval of the improvement plans.
  - d. Access to the floodplain as required by Engineering and the Streets Department.
  - e. Standard Accessible ramps shall be installed at all curb returns per City Standards. (Engineering)
13. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
14. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)

15. All private subdivision entrances shall be design and constructed per City Standards. The entrances shall be owned and maintained by the HOA. (Engineering)
16. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)
17. Prior to the issuance of building permits, the property owner shall pay into the following fee programs: Citywide Drainage Fee, Citywide Traffic Mitigation Fee (TMF), Highway 65 Joint Partners Association (JPA), South Placer Regional Transportation Authority (SPRTA), and City/County Fee. (Engineering)
18. Traffic signals shall be constructed and reimbursed per Section 3.5.7 of the Development Agreement and the approved JMC TM3 Utility and Infrastructure Phasing Plan. This includes the following signals:
  - a. Santucci/Vista Grande – finish signal including mast arm and controller cabinet as part of the construction of Village FD-23.
  - b. Westbrook/Vista Grande - finish signal including mast arm and controller cabinet as part of the construction of Village FD-08.
  - c. Westbrook/Sierra Glen – install signal infrastructure including conduit, loops and poles as part of Westbrook improvements.  
(Engineering)
19. Landowner shall responsible for the construction cost of the traffic signals as shown on Exhibit “K” of the Federico-Mourier Development Agreement and described in the Phasing Plan through the payment of the TMF. (Engineering)
20. Any backbone improvements, not constructed adjacent to (or needed to serve) a proposed subdivision shall be completed by the applicant. (Engineering)
21. The developer may qualify for reimbursement of non CIP improvements through the Sierra Vista Fee Program per the Federico-Mourier Development Agreement. (Engineering)
22. The phasing of infrastructure shall be consistent with JMC TM3 Utility and Infrastructure Phasing Plan, the Sierra Vista Specific Plan and as defined by the Development Agreement between the City of Roseville and Mourier Investments, LLC. Phasing shall occur in a sequential order as defined in the Phasing Plan. (Engineering)
23. The applicant shall construct Westbrook Boulevard (Phase 1), to the FD-08 north boundary prior to or concurrent with the construction of village FD-10. This will include all utilities, median, paving, curb & gutter, striping & signage, detector loops. (Sierra Glen signal) (Engineering)

24. The construction of Village FD-08 Phase I will require two points of access based on a phasing plan and completion of all utilities required to serve that Phase I. The construction of Village FD-08 Phase II must be completed after Phase I or an additional point of access will be required. (Engineering)
25. The north bound entrance from Silver Spruce Road to Village FD-08 shall include a standard right turn curb flare (City Std ST-23). The south bound entrance from Westbrook Boulevard to FD-08 shall include a standard right turn deceleration lane. The west bound entrance from Vista Grande Boulevard to FD-08 shall include a standard right turn lane. (Engineering)
26. The north bound entrance from Westbrook Boulevard to Village FD-10 shall include a bus turnout/right turn deceleration lane. The west bound entrance from Vista Grande Boulevard to FD-10 shall include a standard right turn deceleration lane. (Engineering)
27. The north bound entrance from Santucci Boulevard to Village FD-23 shall include a bus turnout/right turn deceleration lane. The south bound entrance from Silver Spruce Road to Village FD-23 shall include a standard right turn curb flare (City Std ST-23). (Engineering)
28. The west bound right turn lane from Vista Grande Boulevard to Santucci Boulevard shall be 220 feet in length with a 120 foot taper. (Engineering)
29. The south bound right turn lane from Vista Park Drive to Vista Grande Boulevard shall be 220 feet in length with a 120 foot taper. (Engineering)
30. Street “A” within Village FD-10 shall provide a pedestrian access at the east end of the street to provide continuity with the adjacent school site, Parcel FD-65. (Engineering)
31. Dry utilities, storm drain, and water stubs for the school site, FD-65 shall be coordinated to accommodate the needs of the Center Unified School District. (Engineering, Environmental Utilities)
32. For all work to be performed off-site, permission to enter and construct shall be obtained from the property owner, in the form of a notarized right-of-entry. Said notarized right-of-entry shall be provided to the Engineering Division prior to approval of any plans. (Engineering)
33. The applicant shall apply for and obtain an encroachment permit from the Engineering Department prior to any work conducted within the City right-of-way. (Engineering)
34. All private subdivision entrances shall be design and constructed per City Standards. The entrances shall be owned and maintained by the HOA. (Engineering)
35. The applicant shall remove and reconstruct any existing damaged curb, gutter, and sidewalk along the property frontage. During site inspection Engineering will designate the exact areas to be reconstructed. (Engineering)

36. All Lots/Parcels shall conform to Class 1 drainage, pursuant to the adopted City of Roseville Improvement Standards, except as shown on the tentative map or as approved in these conditions. (Engineering)

37. The following note shall be added to the Grading and/or Improvement Plans:

*To minimize dust/grading impacts during construction the applicant shall:*

- a. *Spray water on all exposed earth surfaces during clearing, grading, earth moving and other site preparation activities throughout the day.*
- b. *Use tarpaulins or other affective covers on all stockpiled earth material and on all haul trucks.*
- c. *Sweep the adjacent streets frontages at least once a day or as needed to remove silt and other dirt which is evident from construction activities.*
- d. *Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off site.*
- e. *The City shall have the authority to stop all grading operations, if in the opinion of city staff, inadequate dust control measures are being practiced or excessive wind conditions contribute to fugitive dust emissions. (Engineering)*

38. Prior to the approval of the improvement plans, it will be the project proponent's responsibility to pay the standard City Trench Cut Recovery Fee for any cuts within the City streets that are required for the installation of underground utilities. (Engineering)

39. A note shall be added to the grading plans that states:

*"Prior to the commencement of grading operations, the contractor shall identify the site where the **excess/borrow** earthen material shall be imported/deposited. If the **borrow/deposit** site is within the City of Roseville, the contractor shall produce a report issued by a geotechnical engineer to verify that the exported materials are suitable for the intended fill, and shall show proof of all approved grading plans. Haul routes to be used shall be specified." (Engineering)*

40. Per the Development Agreement, for all phases of subdivisions adjacent to the open space with a planned bike trail, the developer shall be responsible for preliminary design, permitting and rough grading. (Engineering, Alternative Transportation)

41. Per the Development Agreement, if the City has sufficient funds to reimburse Landowner, Landowner shall prepare the final design and construct Class I bike trail improvements where adjacent to residential subdivisions. (Alternative Transportation)

42. The design of the trail shall be consistent with City standards and shall incorporate the following:

- a. The design of the trail crossings at Silver Spruce between FD-23 and FD-8A shall be in accordance with SVSP Figure 6-23. However the bot dots should not be used due to anticipated noise. Other signage and striping measures and trail layout alternatives will be considered at the crossings to ensure trail user safety. (Engineering, Alternative Transportation)
  - b. For the trail crossing of Westbrook at Sierra Glen, the trail shall include a safe crossing of Sierra Glen. The trail crossing shall be in accordance with SVSP Figure 6-23. However the bot dots should not be used due to anticipated noise. Other signage and striping measures and trail layout alternatives will be considered at the crossings to ensure trail user safety. (Engineering, Alternative Transportation)
  - c. Where an overland release crosses a bike trail, the trail design shall accommodate the potential drainage through grading, concrete paving and scour control as determined necessary by Development Services/Engineering. (Engineering, Alternative Transportation)
43. Per the Sierra Vista Specific plan, pedestrian sidewalks along the open spaces will be installed at the time of adjacent roadway construction. (Engineering, Alternative Transportation)
44. A standard bus shelter pad shall be installed on the following corners: (Engineering, Alternative Transportation)
- a. Southwest corner of Westbrook & Earl Rush along southbound Westbrook (Shelter #316);
  - b. Northwest corner of Westbrook & Vista Grande– along westbound Vista Grande (shelter #315);
  - c. Northeast corner of Westbrook & Vista Grande– along northbound Westbrook (shelter #313); and
  - d. Northeast corner of Santucci and Vista Grande– along northbound Santucci (shelter #315).
45. Developer shall be responsible for the installation cost of a bus shelter and related improvements conforming to the city's current standards on the shelter pads as conditioned above. The Developer shall enter into a construction fee agreement with the City and pay a construction cost of \$10,000 per shelter for future construction of the Bus Shelters identified above (shelter numbers 313, 314, 315, 316). (Engineering, Alternative Transportation)
46. The applicant shall dedicate all necessary rights-of-way for the widening of any streets required with this entitlement. A separate document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)

47. The applicant shall dedicate a separate drainage easement to the City of Roseville for the storm drain facility required to transfer public storm waters through the site. The easement document shall be drafted for approval and acceptance by the City of Roseville, and recorded at the County Recorder's Office. (Engineering)
48. The grading plans for the site shall be accompanied with a shed map that defines that area tributary to this site. All drainage facilities shall be designed to accommodate the tributary flow. All on-site storm drainage shall be collected on site and shall be routed to the nearest existing storm drain stub of natural drainage coarse. (Engineering)
49. All storm drainage, including roof drains, shall be collected on site and treated with Best Management Practices (BMP's) per the City's Stormwater Quality Design Manual. All storm water shall be routed to the nearest existing storm drain system or natural drainage facility. Drain outfalls shall extend down to the receiving water and shall be constructed with adequate velocity attenuation devices. The grading/improvement plans for the site shall be accompanied with a shed map that defines that area tributary to this site and all drainage facilities shall be designed to accommodate the tributary flow. If located within a private subdivision, the storm drain system and proposed BMP's shall be privately owned and maintained by the property owner, unless otherwise identified on the approved tentative map. Prior to the issuance of any permits, the owner shall provide a plan for the maintenance of the proposed BMP's. (Engineering)
50. Prior to approval of improvement plans, drainage calculations must be submitted that are consistent with the Master Drainage Study for Sierra Vista or the Master Drainage Study shall be amended as necessary to accommodate any change in sheds. Detention and drainage swales shall also be consistent with the Master Drainage Study or the Master Drainage Study amended to reflect any proposed changes. (Engineering)
51. Prior to approval of grading within the Open Space, the developer shall provide a plan that demonstrates that the proposed detention storage volume used to mitigate the 100 year peak flows match the requirements identified in the Drainage and Stormwater Master Plan. (Engineering)
52. The grading plans shall be accompanied with engineered structural calculations for all retaining walls greater than 4 feet in height. All retaining walls shall be of either split faced masonry units, keystone type construction, or cast in place concrete with fascia treatment. (Engineering)
53. The developer shall be responsible for any necessary relocation of signal interconnect cables that may require re-location as a result of the construction of turn lanes and/or driveways. (Engineering)
54. To ensure that the design for any necessary widening, construction, or modifications of Public Streets does not conflict with existing dry utilities generally located behind the curb and gutter, and prior to the submittal of design drawings for those frontage improvements, the project

proponent shall have the existing dry utilities pot holed for verification of location and depth. (Engineering)

55. Sight distances for all driveways shall be clearly shown on the improvement plans to verify that minimum standards are achieved. It will be the responsibility of the project proponent to provide appropriate landscaping and improvement plans, and to relocate and/or modify existing facilities as needed to meet these design objectives. (Engineering)
56. Improvement plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis. After construction is complete, the temporary fencing shall be removed from the preserve, along with all temporary erosion control measures (e.g., straw bales, straw waddles and stakes, silt fencing). (Engineering, Development Services, Planning)
57. Prior to construction within any phase of the project, high visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until permanent fencing is installed, at which time the temporary fencing shall be removed from the project site. (Engineering, Development Services, Planning)
58. With the exception of access required for maintenance and/or emergency vehicles, the project shall be designed to prevent vehicle access into the Preserve. Post and cable fencing or other improvements shall be utilized to meet this requirement. (Engineering, Development Services, Planning)
59. Landscaping adjacent to the Preserve shall be California native, drought-tolerant groundcover, shrubs, plants, and trees. (Development Services, Planning)
60. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
61. Any future park parcel, used for the stockpiling of dirt, shall require an existing topographic survey to determine the existing elevations of said parcel. An approved mass grading plan of the park will also be required. Once the stockpile is removed, the park will need to be returned to a like condition of its existing state or contour graded to provide positive drainage to an approved drainage outlet, as approved by the Engineering and Parks Department. (Engineering, Parks)



62. Prior to the issuance of a grading permit or approval of Improvement Plans, the grading plans shall clearly identify all existing water, sewer and recycled water utilities within the boundaries of the project (including adjoining public right of way). Existing utilities shall be identified in plan-view and in profile-view where grading activities will modify existing site elevations over top of or within 15 feet of the utility. Any utilities that could potentially be impacted by the project shall be clearly identified along with the proposed protection measures. The developer shall be responsible for taking measures and incurring costs associated with protecting the existing water, sewer and recycled water utilities to the satisfaction of the Environmental Utilities Director. (Environmental Utilities)
63. Water and sewer infrastructure shall be designed and constructed pursuant to the adopted City of Roseville Improvement Standards and Construction Standards and shall reflect the following:
- a. Sewer and water service laterals shall not be allowed off of water and sewer mains larger than 12 inches in diameter.
  - b. Utilities or permanent structures shall not be located within the area which would be disturbed by an open trench needed to expose sewer trunk mains deeper than 12 feet unless approved by Environmental Utilities in these conditions. The area needed to construct the trench is a sloped cone above the sewer main. The cone shall have 1:1 side slopes.
  - c. Water and sewer mains shall not exceed a depth of 12 feet below finished grade, unless authorized in these conditions.
  - d. All sewer manholes shall have all-weather 10-ton vehicular access unless authorized by these conditions. (Environmental Utilities)
64. Recycled water infrastructure shall be designed pursuant to the adopted City of Roseville Improvement Standards and the City of Roseville Construction Standards. The applicant shall pay all applicable recycled water fees. Easements shall be provided as necessary for recycled water infrastructure. (Environmental Utilities)
65. Any backflow preventers visible from the street shall be painted green to blend in with the surrounding landscaping. The backflow preventers shall be screened with landscaping and shall comply with the following criteria:
- a. There shall be a minimum clearance of four feet (4'), on all sides, from the backflow preventer to the landscaping.
  - b. For maintenance purposes, the landscaping shall be installed on a maximum of three sides and the plant material shall not have thorns.
  - c. The control valves and the water meter shall be physically unobstructed.

- d. The backflow preventer shall be covered with a green cover that will provide insulation. (Environmental Utilities)
- 66. A note shall be added to the Improvement Plans stating that all water backflow devices shall be tested and approved by the Environmental Utilities Department prior to the Notice of Completion for the improvements. (Environmental Utilities)
- 67. Fire hydrants shall be located as required by the Fire Department. The maximum distance between fire hydrants shall not exceed 500' on center. (Fire)
- 68. Minimum fire flow is 1,500 gallons per minute with 20 pounds of residual pressure. The fire flow and residual pressure may be increased, as determined by the Fire Marshall, where the project utility lines will serve non-residential uses. (Fire)
- 69. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, walls, and structures of any type. (Electric)
- 70. All Electrical Department facilities, including street lights where applicable, shall be designed and built to the "City of Roseville Specifications for Residential Trenching". (Electric)
- 71. The design for electrical service for this project will begin when the Electric Department has received a full set of improvement plans for the project. (Electric)
- 72. All landscaping in areas containing electrical service equipment shall conform to the "Electric Department Landscape Design Requirements" as outlined in Section 7.00 of the Electric Department's "Specifications for Residential Trenching." (Electric)
- 73. To provide power to Villages FD-10, FD-08 & FD-23 electric mainline trench will need to be installed on Westbrook Blvd from Vista Grande Blvd to Roseville Electric Substation (FD-61). In the event Westbrook Blvd improvements are phased into a southern and northern portion a minimum of three circuits will need to be extended to the Roseville Electric Substation, two circuits on the west and one on the east. In the event the northern portion of Westbrook is not built or designed the Developer may bore and install the three circuits consisting of two six inch conduits per circuit.
- 74. The location and design of the gas service shall be determined by PG&E. The design of gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)
- 75. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

## **PRIOR TO OR UPON RECORDATION OF FINAL/PARCEL MAP**

76. The following easements shall be provided and shown on the Final Map or by separate instrument, unless otherwise provided for in these conditions:

- a. A 12.5-foot wide public utilities easement along all residential road frontages;
- b. Water and sewer easements;

Easement widths shall comply with the City's Improvement Standards and Construction Standards. The easement documents shall be drafted for approval and acceptance by the City of Roseville and recorded at the Placer County Recorder's Office. (Environmental Utilities, Electric, Engineering)

77. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)

78. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville". All legal descriptions shall be prepared by a licensed land Surveyor. (Alternative Transportation, Environmental Utilities, Electric, Engineering)

79. A declaration of Conditions, Covenants and Restrictions (CC&Rs), in a form approved by the City Attorney, shall be recorded on the entire property concurrently with the Final/Parcel Map. The CC&Rs shall include the following items: (Attorney, Planning)

- a. A clause prohibiting the amendment, revision or deletion of any sections in the CC&Rs required by these conditions of approval without the prior written consent of the City Attorney.
- b. A clause excluding any property owned by the City from the terms of the CC&Rs.
- c. Residents in courts where there is no standard turn-around bulb or other dead-end areas shall be required to bring their trash bins to a designated trash pickup area on the main street, because refuse trucks are not able to turn around in dead end streets. This comment applies to Lots 115 and 116 of FD-10. Designated pick-up areas shall be established to Environmental Utilities satisfaction, and shall be memorialized in the CC&Rs. (Environmental Utilities)
- d. There shall be clear language regarding maintenance and common easements agreement for servicing all fire protection systems and gates used by the first responders. A service company shall be obtained to maintain all on-site fire protection systems including all common interior adjoining fire sprinkler-piping penetrations and private fire hydrants. An agreement between owners and tenants shall be made to allow permission to enter the

premises to inspect all apparatuses associated with fire protection. Draft documents shall be provided to the Fire Department for review. (Fire)

80. The City shall not approve the Final Map for recordation until either:

- a. A subdivision agreement is entered into along with the necessary bonds and insurance as required by the City. Said agreement shall be in a form acceptable to the City Attorney.

OR

- b. The improvement plans are approved, and the improvements are constructed and accepted as complete. In this case, the subdivider shall enter into a one-year maintenance agreement concurrent with the recordation of the Final Map. (Engineering)

81. Any structures crossing Lot/Parcel lines created by the Final/Parcel map shall be removed. (Engineering)

82. Lots/Parcels shall be dedicated as an easement (or in fee) to the City for the purposes of (floodplain, open space, or public access). (Engineering)

83. Street names shall be approved by the City of Roseville. (Engineering)

84. The subject property shall be annexed into the Sierra Vista CFD 2, Public facilities prior to approval of the Final/Parcel Map, unless it is already included. This property is being added into this district in order to pay for the costs of the ongoing maintenance obligations of the parcels. It is the applicant's responsibility to prepare the appropriate documentation for the annexation of this property into the CFD. In order to allow the CFD to be in place at the beginning of the fiscal year, the documentation shall be provided to the Finance Department not later than March 15 of the year preceding the fiscal year in which this annexation will become effective. (Finance, Engineering)

85. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. Lettered Lot//Parcel along major roads shall be dedicated as landscape/pedestrian/public utility easements and in fee to the City as open space. (Engineering)

86. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUE's) located along public roadways. (Engineering)

87. The Final/Lot/Parcel/Parcel Map shall be submitted per, "The Digital Submittal of Cadastral Surveys". Submittal shall occur after Engineering approval but prior to Council approval. (Engineering)

88. The cost of any facilities which are identified in the CIP and are beyond those needed for this project may be reimbursed to the developer. In accordance with §66485 and §66486 of the Subdivision Map Act, any improvements constructed by the subdivider which contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision and which improvements are to be dedicated to the public, the subdivider shall be entitled to reimbursement for that portion of the cost of the improvements which is in excess of the construction required for the subdivision. (Engineering)
89. Electric construction costs incurred by the City of Roseville Electric Department for this project shall be paid for by the developer per the applicable policy. (Electric)
90. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)
91. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

#### **OTHER CONDITIONS OF APPROVAL**

92. The applicant shall pay City's actual costs for providing plan check, installation and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Environmental Utilities, Engineering)
93. Any relocation, rearrangement, or change to existing electric facilities due to this development shall be at the developer's expense. (Electric)
94. It is the responsibility of the developer to insure that all existing electric facilities remain free and clear of any obstructions during construction and when the project is complete. (Electric)
95. All residential units must install a Seasonal Energy Efficiency Rating ("SEER") of 2 points above the minimum, as defined by the State of California in the current Title 24 of the Code of California regulations, up to a total maximum of 16 points including the 2 point premium, an Energy Efficiency Ratio ("EER") of 12 or greater, and a thermal expansion valve "TXV"). The SEER rating of 2 points above the minimum, as defined by the current Title 24, up to a maximum of 16 points, and an EER rating of 12 or greater along with a TXV will be specified on building plans and Title 24 compliance certificates at the time building permits are requested. If Title 24 of the Code of California Regulations in effect at the time of request for building permits requires higher SEER or EER ratings, residential units in the Plan Area shall comply with such State requirements. The SEER and EER ratings will be verified with appropriate documentation. These requirements shall be utilized in the overall energy compliance calculations required for issuance of a building permit for any residential unit. Any variances must be approved by the Electric Department's Retail Energy Services Department. (Building, Electric)

96. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)
97. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Engineering)
98. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor shall notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. Non-emergency releases or notifications about the presence of containers found shall be reported to the Fire Department. (Fire)
99. All plant material shall be maintained under a 30 calendar day establishment period after initial planting. Upon completion of the establishment period, all plant material shall remain under warrantee for an additional 9 months minimum. Any plant material which does not survive during the establishment period shall be immediately replaced. Any trees or shrubs which do not survive during the warrantee period shall be replaced one month prior to the end of the warrantee period. Tree or shrub replacement made necessary due to acts of God, neglect or vandalism shall be exempt from the warrantee. (Parks, Recreation, and Libraries)

#### **CONDITIONS OF APPROVAL FOR THE MAJOR GRADING PLAN (FD-10)**

1. This Grading Plan approval for Parcel FD-10 shall be effectuated within a period of one (1) year from **February 25, 2021** and if not effectuated shall expire on **February 25, 2022**. (Planning)
2. The project is approved as shown in Exhibit H, and as conditioned or modified below. (Planning)
3. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010) and the 4<sup>th</sup> Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (Planning)
4. The design and construction of all improvements shall conform to the Improvement Standards and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
5. The applicant shall not commence with any on-site improvements until such time as grading plans are approved and grading and/or encroachment permits are issued by the Development Services Engineering. (Engineering)

**PRIOR TO ISSUANCE OF GRADING PERMIT:**

6. The design and construction of all improvements shall conform to the Design and Construction Standards of the City of Roseville, or as modified by these conditions of approval, or as directed by the City Engineer. (Engineering)
7. The grading plans shall be designed in accordance with the City's Improvement Standards and Construction Standards, and shall reflect the following:
  - a) Grading shall comply with the City grading ordinance. There shall be no cut and/or fill slopes steeper than a 4:1 ratio. Erosion control devices (sediment traps, ditches, straw bales, etc.) shall be shown on the grading plans and all erosion control shall be installed prior to the onset of wet weather. Erosion control is installed to minimize silt discharge from the project site; it is the applicant's responsibility to ensure that necessary measures are taken to minimize silt discharge from the site. Modification of the erosion control plan may be warranted during wet weather conditions.
8. For native oak trees in the project area, there shall be no grading or alteration of the drainage patterns within 1.5 times the radius of the protected zone, as defined by the Tree Preservation Ordinance. (Planning)
9. Grading plans shall include a fencing plan for the installation of temporary construction fencing to protect oak trees or wetland areas. The fencing plan is subject to the review and approval of the Planning Division. Prior to any onsite work, the applicant shall contact the Planning Division to inspect installed fencing and verify compliance with the fencing plan. (Planning)
10. The applicant shall submit to the Planning and Engineering Departments any applicable Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. The permit(s) shall at a minimum provided for the 1:1 replacement of wetland and vernal pool habitat of equal or greater value. (Planning)
11. Grading plans shall show the Preserve boundary and label it as a protected area. The Pre-Construction meeting shall address the presence of the Preserve, the sensitive habitats present and minimization of disturbance to the Preserve. The following shall apply:
  - a) Prior to grading or other site work, high-visibility temporary construction fencing shall be installed along the parcel adjacent to the Preserve. Fencing shall be maintained daily until grading or other construction activities are complete, at which time fencing and all temporary erosion control measures shall be removed.
  - b) During grading and construction the preserve area shall be avoided and shall not be used for parking, storage, or project staging. The contractor shall remove all trash blown into the preserve from adjacent construction on a daily basis.

- c) Slopes between the project site and Preserve shall be 3:1 or less. (Parks, Recreation, and Libraries)

12. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)

**DURING CONSTRUCTION & PRIOR TO NOTICE OF COMPLETION:**

13. Easement widths shall comply with the City's Improvement Standards and Construction Standards. The following easements shall be provided by separate instrument and shown on the grading plan, unless otherwise provided for in these conditions: a 12.5-foot wide public utilities easement along all residential road frontages. (Engineering, Environmental Utilities, Electric)

14. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville." All legal descriptions shall be prepared by a licensed land Surveyor. (Engineering, Environmental Utilities, Electric)

15. The following note shall be added to the grading plans:

To minimize dust/ grading impacts during construction the applicant shall:

- a) Spray water on all exposed earth surfaces during clearing, grading, earth moving, and other site preparation activities throughout the day, to minimize dust.
- b) Use tarpaulins or other effective covers on all stockpiled earth material and on all haul trucks to minimize dust.
- c) Sweep the adjacent street frontages of Vista Grande Boulevard at least once a day, or as needed to remove silt and other dirt which is evident from construction activities.
- d) Ensure that construction vehicles are cleaned prior to leaving the construction site to prevent dust and dirt from being tracked off-site.
- e) The City shall have the authority to stop all grading operations, if in opinion of city staff, inadequate dust control or excessive wind conditions contribute to fugitive dust emissions. (Engineering)

16. Existing public facilities damaged during the course of construction shall be repaired by the applicant, at the applicant's expense, to the satisfaction of the City. (Engineering)

17. All improvements being constructed in accordance with the approved grading plans shall be accepted as complete by the City. (Engineering)

18. Prior to grading, the site shall be scarified and all deleterious vegetation shall be removed. (Engineering)



19. All fill shall be placed in standard lifts, and shall be compacted to a minimum of 90% relative compaction. Prior to the approval and acceptance of the grading operation as complete, the applicant shall provide a soils report generated from a registered geotechnical engineer certifying that the fill has been properly constructed. (Engineering)
20. **Prior to the approval of the Improvement Plans**, the project proponent shall provide proof of preparation and submittal of a Storm Water Pollution Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). Proof shall be in the form of the Waste Discharge Identification Number (WDID#), provided to the applicant from RWQCB, placed on the coversheet of the improvement plans. Upon approval of the improvement plans, a copy of the SWPPP shall be required onsite and available for viewing by City inspection staff upon request. (Engineering)
21. Any future park parcel, used for the stockpiling of dirt, shall require an existing topographic survey to determine the existing elevations of said parcel. An approved mass grading plan of the park will also be required. Once the stockpile is removed, the park will need to be returned to a like condition of its existing state or contour graded to provide positive drainage to an approved drainage outlet, as approved by the Engineering and Parks Department. (Engineering, Parks)
22. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance, provided all construction equipment is fitted with factory installed muffling devices and is maintained in good working order, project construction noise is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. (Engineering)
23. Any relocation, rearrangement, or change of existing electric facilities due to this development shall be at the developer's expense. (Electric)
24. Any facilities proposed for placement within public/electric utility easements shall be subject to review and approval by the Electric Department before any work commences in these areas. This includes, but is not limited to, landscaping, lighting, paving, signs, trees, retaining walls, and structures of any type. (Electric)
25. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

**OTHER CONDITIONS OF APPROVAL:**

26. The applicant shall pay City's actual cost for providing plan check, installation, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities)
27. All existing public utility, electric, water, sewer and reclaimed water easements shall be maintained. (Electric, Engineering, Environmental Utilities)

28. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
29. If site survey or earth moving work results in the discovery of hazardous materials in containers or what appears to be hazardous wastes released into the ground, the contractor or person responsible for the building permit must notify the Roseville Fire Department immediately. A representative from the Fire Department will make a determination as to whether the incident is reportable or not and if site remediation is required. (Fire)

**CONDITIONS OF APPROVAL FOR THE DESIGN REVIEW FOR RESIDENTIAL SUBDIVISION  
(FD-10, FD-21, FD-23)**

1. The development standards, unit designs and landscape plans for **SVSP PCL FD-10, FD-21, & FD-23 – JMC TM#3** are approved as described in Exhibits I–J, except as modified by these conditions of approval. (Planning)
2. This permit shall expire on the same date as the Tentative Map for **SVSP PCL FD-10, FD-21, & FD-23 – JMC TM#3 (File #PL20-0119), which is February 25, 2023**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 25, 2024**. Effectuation of this DRRS shall occur with the first residential Building Permit. (Planning)
3. Prior to submittal of building permits for construction of homes within the subdivisions, the home builder shall submit and gain approval of a Design Review for Residential Subdivision (DRRS) Modification to review the anticipated changes to the proposed architecture and home designs. (Planning)
4. The landscape plan shall comply with the Landscape Guidelines for Sierra Vista Specific Plan and the City of Roseville Water Efficient Landscape Ordinance. (Planning)
5. The project shall comply with all required environmental mitigation identified in the Sierra Vista Specific Plan EIR (State Clearinghouse #2008032115, certified May 5, 2010) and subsequent Addendum, and shall include all applicable mitigation measures as notes on the grading plans. (All Departments)
6. To provide variation along the streetscape, no two identical unit designs shall be located adjacent to one another. (Planning)
7. Lots with street-facing rear and side elevations shall be constructed with enhanced architectural details. (Planning)

## **PRIOR TO ISSUANCE OF BUILDING PERMITS:**

8. The project Landscape Plans shall comply with the following:
  - a) The Landscape Plan shall indicate the location of, and be designed to avoid conflicts with, all pole-mounted light fixtures and utility equipment including (but not limited to) electric transformers, switchgear, and overhead lines, backflow preventers, fire department connections, and public water, sewer, and storm drain facilities. (Planning, Fire, EUD, Electric, Public Works)
  - b) At a minimum, landscaped areas not covered with live material shall be covered with a rock, (3") bark (no shredded bark) or (3") mulch covering. (Planning)
9. All on-site external lighting shall be installed and directed to have no off-site glare. (Planning)
10. Building permit plans shall comply with all applicable code requirements (California Building Code – CBC – based on the International Building Code, California Green Building Standards Code-CGBSC, California Mechanical Code – CMC – based on the Uniform Mechanical Code, California Plumbing Code – CPC – based on the Uniform Plumbing Code, California Fire Code – CFC – based on the International Fire Code – with City of Roseville Amendments – RFC, California Electrical Code – CEC – based on the National Electrical Code, and California Energy Standards – CEC T-24 Part 6), California Title 24 and the American with Disabilities Act - ADA requirements, and all State and Federally mandated requirements in effect at the time of submittal for building permits (contact the Building Division for applicable Code editions). (Building)
11. The design and installation of all fire protection equipment shall conform to the California Fire Code and the amendments adopted by the City of Roseville, along with all standards and policies implemented by the Roseville Fire Department. (Fire)
12. The applicable codes and standards adopted by the City shall be enforced at the time construction plans have been submitted to the City for permitting. (Fire)
13. Testing of all fire systems shall be performed prior to opening the sales office for business. (Fire)
14. Framing construction cannot commence until access roads and public fire hydrants are approved by the Fire Department. (Fire)
15. It is the developer's responsibility to notify PG&E of any work required on PG&E facilities. (PG&E)
16. All electric metering shall be directly outside accessible. (Electric)

17. It is the responsibility of the developer to ensure that all existing electric facilities remain free and clear of any obstruction during construction and when the project is complete. (Electric)

**OTHER CONDITIONS OF APPROVAL:**

18. The project is subject to the noise standards established in the City's Noise Ordinance. In accordance with the City's Noise Ordinance project construction is exempt between the hours of seven a.m. and seven p.m. Monday through Friday, and between the hours of eight a.m. and eight p.m. Saturday and Sunday. Provided, however, that all construction equipment shall be fitted with factory installed muffling devices and that all construction equipment shall be maintained in good working order. (Building)
19. The developer (or designated consultant) shall certify that the building foundation location has been placed according to all approved setback requirements shown on the approved site plan. The developer shall prepare a written statement confirming building placement and provide an original copy to the City Building Department Field Inspector at the time of or prior to the foundation inspection. (Building)
20. The required width of fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and vertical clearances established by the Fire Code shall be maintained at all times during construction. Closure of accesses for fire apparatus by gates, barricades and other devices shall be prohibited unless approved by the Fire Chief. (Fire)
21. Temporary aboveground storage tanks may be used at construction sites for diesel fuel only and shall not exceed 1,000 gallon capacity. Tanks shall comply with all provisions found within the Fire Code. A Fire Department Permit shall be obtained prior to tank installation. The permit shall expire after 90 days from the date of issuance, unless extended by the Fire Chief. (Fire)
22. Signs are not approved as part of the Design Review Permit. A Sign Permit is required for all project signs. (Planning)
23. Following the installation of the landscaping, all landscape material shall be maintained in a healthy and weed free condition; dead plant material shall be replaced immediately. All trees shall be maintained and pruned in accordance with the accepted practices of the International Society of Arboriculture (ISA). (Planning)
24. Fences and walls shall be consistent with the locations and treatments specified in the Sierra Vista Specific Plan Design Guidelines. (Planning)
25. The location and design of the gas service shall be determined by PG&E. The design of the gas service for this project shall not begin until PG&E has received a full set of City approved improvement plans for the project. (PG&E)

26. Any relocation or modification to the existing utility facilities or other existing improvements required for the development of this subdivision shall be at the developer's expense. (Electric, Environmental Utilities, Engineering, Fire)

**NOTICE TO PROJECT APPLICANT:** All materials introduced at a public hearing or included with the project's staff report, including but not limited to exhibits, photographs, video or audio tapes, plan sets, architectural drawings, models, color and materials palettes, and maps must be retained by the Planning Division as a part of the public record for one year following the City's final action on the project. Official project file materials will be kept in conformance with the Planning Division's adopted retention schedule. Color renderings and material boards will be disposed of after the project is built and the project receives a certificate of occupancy or at the end of one year, whichever is later.



## 4<sup>th</sup> ADDENDUM TO THE SIERRA VISTA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT (SCH #2008032115, ADOPTED ON MAY 5, 2010)

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Title/File Number:</b> | SVSP PCL FD-08, FD-10, FD-21 & FD-23 – JMC TM#3; File #PL20-0119                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Project Location:</b>          | 2150 Vista Grande Boulevard, Roseville, Placer County, CA; The project includes several parcels within the Sierra Vista Specific Plan, which are generally located south of Pleasant Grove Boulevard, east of Santucci Boulevard, west of Market Street, and north of Vista Grande Boulevard; Roseville, CA 95747; Placer County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Project Description:</b>       | The proposed project will create 613 single-family residential lots within the Sierra Vista Specific Plan (SVSP). The project entitlements include a General Plan Amendment to change the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR), a Specific Plan Amendment to reflect the land use change and to transfer units among several large lot parcels within the SVSP, a Tentative Subdivision Map to create 613 single-family lots on parcels FD-08, FD-10, FD-21 & FD-23, a Major Grading Plan to allow rough grading for FD-10, and a Design Review for Residential Subdivision for FD-10, FD-21, and FD-23 to establish unit designs and modify development standards. Lastly, two Development Agreement Amendments are included to reflect the land use changes and unit transfers, revise development obligations with respect to groundwater and recycled water facilities, and to clarify evaluation of water conservation goals. |
| <b>Project Applicant:</b>         | David Cobbs, Baker Williams Engineering Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Property Owner:</b>            | Steve Schnable, Mourier Investments LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Lead Agency Contact:</b>       | Kinarik Shallow, Associate Planner; Phone (916) 746-1309                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

An Addendum to a previously certified environmental impact report (EIR) may be prepared for a project if only minor technical changes or additions are necessary or none of the conditions calling for the preparation of a subsequent EIR or negative declaration have occurred (California Environmental Quality Act Guidelines [CEQA] Section 15164). Consistent with CEQA Guidelines Section 15164, the below analysis has been prepared in order to demonstrate that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIR have occurred and that only minor technical changes or additions are necessary in order to deem the adopted EIR adequate to describe the impacts of the proposed project. CEQA Guidelines Section 15164 also states that an addendum need not be circulated for public review, but can be included in or attached to the final EIR for consideration by the hearing body. This Addendum focuses only on those aspects of the project or its impacts which require additional discussion.

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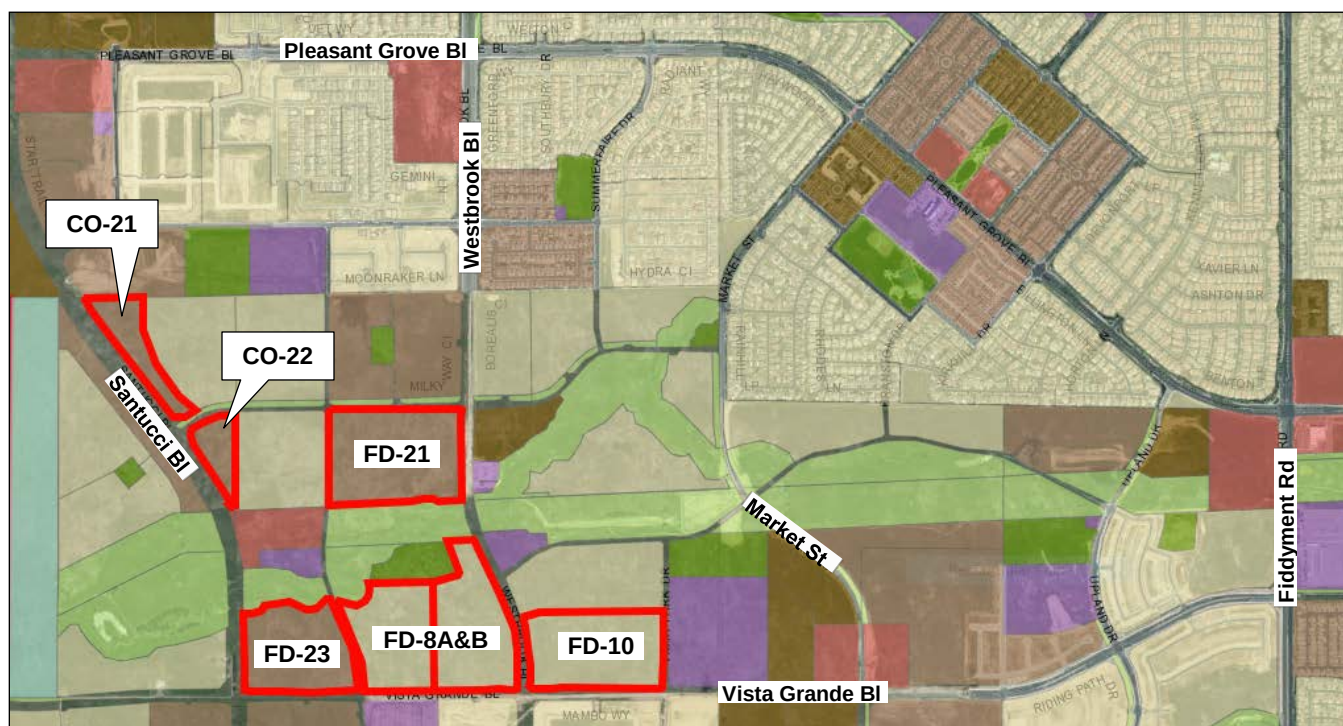
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## PROJECT DESCRIPTION

### Project Location

The project address is 2150 Vista Grande Boulevard, within the western portion of the Sierra Vista Specific Plan (SVSP), south of Pleasant Grove Boulevard, east of Santucci Boulevard, west of Market Street, and north of Vista Grande Boulevard (see Figure 1).

**Figure 1: Project Location (parcels bordered in red)**



### Background

The SVSP was approved on May 5, 2010 (file #2007PL-044). An Environmental Impact Report (EIR) was certified and a Mitigation Monitoring Program was adopted with the SVSP. The plan area includes 2,064 acres west of Fiddymet Road, north of Baseline Road. The SVSP at a program level anticipated development of the plan area with a mix of residential, commercial, parks and open space land uses. Additionally, Development Agreements with the property owners of the SVSP parcels and the City were entered into to outline development obligations within the SVSP.

### Environmental Setting

The project site is undeveloped, and is dominated by relatively flat topography supporting annual grasslands. There are no structures on the properties. No native oak trees or other trees are present on the subject parcels, as the area has historically been grazed and maintained. New subdivisions are currently under development east and southeast of the project area.



## Proposed Project

The proposed project will create 613 single-family residential lots within the SVSP and includes the following entitlements:

- A. General Plan Amendment (GPA)** – The project includes a GPA to amend the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR). The proposed changes will add MDR acreage and decrease LDR acreage, but will not change the overall number of residential units designated for the project area or extend beyond the development area of the SVSP.
- B. Specific Plan Amendment (SPA)** – The project includes an Amendment to the SVSP, which includes land use changes consistent with those described in the General Plan Amendment as well as unit transfers among parcels FD-8 (A&B), FD-10, FD-21, FD-23, CO-21, and CO-22. The Specific Plan Amendment also includes changes to the text, tables, and figures to reflect the land use changes and unit transfers. The applicant has proposed a gated community for Parcel FD-10 and Parcel FD-23, which are not currently shown as gated within the SVSP. Therefore, the project will revise SVSP Figure B-25, which identifies the locations where gated communities are permitted.
- C. Development Agreement (DA) Amendments** – The project includes the amendment of two development agreements within the SVSP: 1.) Westpark Federico and 2.) Mourier Investments LLC. The amendments reflect the proposed land use changes and the change in the number of units within the affected development agreements. The amendment to the Westpark Federico DA includes updates to the parties' obligations with respect to groundwater production wells and recycled water facilities, and updates to the parties' evaluation of water conservation goals.
- D. Major Grading Plan** – The applicant requests a Major Grading Plan approval to allow rough grading of Parcel FD-10, with approximately 60,000 cubic yards of cut and 43,000 cubic yards of fill. Approximately 16,000 cubic yards of earth will be stockpiled on the future park parcel to the northwest of FD-10 (Parcel FD-52).
- E. Tentative Subdivision Map** – The applicant proposes new subdivisions on Parcels FD-8, FD-10, FD-21, and FD-23. Parcel FD-8 will be a 156-unit LDR subdivision; Parcel FD-10 will be a 143-unit MDR subdivision; Parcel FD-21 will be a 187-lot MDR subdivision; and Parcel FD-23 will be a 127-lot MDR subdivision. The Tentative Subdivision Maps are included as Attachment 1.
- F. Design Review for Residential Subdivision** – The project includes unit designs with modified development standards for the proposed subdivisions. The modified development standards are consistent with those approved for similar subdivisions within the SVSP.

## PURPOSE AND SCOPE OF ADDENDUM

This Addendum has been prepared to identify and assess the anticipated environmental impacts of the above-described project. The document relies on previous environmental documents and site-specific studies prepared to address in detail the effects or impacts associated with the project as well as updated technical analyses, prepared by qualified consultants. This document has been prepared to satisfy the California Environmental Quality Act (CEQA), (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (14 CCR 15000 et seq.). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

Where, as here, an EIR addressing an earlier version of the project has been previously prepared and certified, the lead agency considers the relevance of that prior EIR in light of the current modified version of the project and changed circumstances since the time of the preparation of the prior EIR. Pursuant to CEQA Guidelines

§15162-15163, if the lead agency determines, based on substantial evidence, that new information of substantial importance, or changes to the project or surrounding circumstances will require major revisions to the previous EIR due either to a new significant effect or a substantial increase in the severity of a previously identified significant effect on the environment, the lead agency is required to prepare a Subsequent EIR or an EIR Supplement to analyze the project at hand. Pursuant to CEQA Guidelines §15164, if the agency finds no basis for requiring the preparation of either a Subsequent EIR or an EIR Supplement, but some changes or additions are necessary, an Addendum shall be prepared.

The Sierra Vista Specific Plan EIR was adopted by City Council on May 5, 2010. The document analyzed the impacts that would occur as a result of development of the SVSP area. A copy of the SVSP EIR is available for review online at [www.roseville.ca.us/planning](http://www.roseville.ca.us/planning) under Specific Plans and then the Sierra Vista Specific Plan page. The City Council adopted a Statement of Overriding Considerations when it certified the SVSP EIR. The EIR identified the following impacts associated with development of the SVSP area, including the buildout of the project area, as significant and unavoidable:

- Conversion of agricultural land to developed uses
- Inducement of substantial population growth
- Increased traffic on City of Roseville roadways
- Increased traffic on State Highways, including Interstate 80
- Increased traffic on Placer County roadways
- Increased emissions of fugitive dust and PM10 from grading and trenching activities (short term)
- Increased emissions of ozone precursors during construction (short-term)
- Increased emissions of air pollutants during operation
- Loss of oak trees of greater than 6 inches diameter breast height (dbh) (short-term)
- Removal of historically significant properties and/or loss of historic integrity of such resources
- Increased demand for solid waste services at the Western Regional Sanitary Landfill
- Increased demand for solid waste services at the Materials Recovery Facility (MRF)
- Construction debris demand for solid waste services
- Alteration of the visual character of the site and vicinity
- New sources of light and glare

For build out of the SVSP project area, the SVSP EIR also identified the following cumulative impacts as significant and unavoidable:

- Agricultural land conversion
- Air pollutant emissions from construction
- Air pollutant emissions from operation
- Contribution to greenhouse gas emissions/global warming
- On-site noise levels that exceed City standards
- Off-site noise levels that exceed City standards
- Traffic impacts to Roseville, Placer County, Sacramento County, Sutter County and State facilities
- Increased demand for water
- Increased demand for recycled water distribution system
- Increased generation of solid waste
- Change in visual character

The analyses below rely on the EIR analysis with minor supplements or technical updates where appropriate. Most of the project impacts remain identical to the impacts of the SVSP EIR, because the proposed project changes the balance of land uses, but requires the same grading and development as the existing approved land uses. Impacts to physical resources (such as agricultural land, biological resources, etc.) are based on the

grading and development of an area, not on the land use designation of the property. For other types of impacts which are affected by land use type, the project uses reduce or maintain the same level of potential impacts.

## **ENVIRONMENTAL CHECKLIST FOR ADDENDUM ENVIRONMENTAL REVIEW**

The purpose of this checklist is to evaluate the categories in terms of any “changed condition” (i.e. changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result. A “no” answer does not necessarily mean there are no potential impacts relative to the environmental category, but that there is no change in the condition or status of the impact since it was analyzed and addressed in prior environmental documents.

### **EXPLANATION OF CHECKLIST EVALUATION CATEGORIES**

#### **Where Impact was Analyzed**

This column provides a cross-reference to the pages of the prior environmental documents where information and analysis may be found relative to the environmental issue listed under each topic.

#### **Do Proposed Changes Involve New Significant Impacts?**

Pursuant to Section 15162(a)(1) of the CEQA Guidelines, this column indicates whether the changes represented by the current project will result in new significant impacts that have not already been considered and mitigated by the prior environmental review documents and related approvals, or will result in a substantial increase in the severity of a previously identified impact.

#### **Any new Circumstances Involving New Impacts?**

Pursuant to Section 15162(a)(2) of the CEQA Guidelines, this column indicates whether there have been changes to the project site or the vicinity (circumstances under which the project is undertaken) which have occurred subsequent to the certification or adoption of prior environmental documents, which would result in the current project having new significant environmental impacts that were not considered in the prior environmental documents or that substantially increase the severity of a previously identified impact.

#### **Any new Information Requiring New Analysis or Verification?**

Pursuant to Section 15162(a)(3)(A–D) of the CEQA Guidelines, this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental documents were certified or adopted is available requiring an update to the analysis of the previous environmental documents to verify that the environmental conclusions and mitigation measures remain valid. Either “yes” or “no” will be answered to indicate whether there is new information showing that: (A) the project will have one or more significant effects not discussed in the prior environmental documents; (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. If “no,” then no additional environmental documentation (supplemental or subsequent EIR) is required.

#### **Mitigation Measures Implemented or Addressing Impacts**

Pursuant to Section 15162(a)(3) of the CEQA Guidelines, this column indicates whether the prior environmental documents provide mitigation measures to address effects in the related impact category. In some cases, the mitigation measures have already been implemented. A “yes” response will be provided in any instance where mitigation was included, regardless of whether the mitigation has been completed at this time. If “none” is indicated, this environmental analysis concludes a significant impact does not occur with this project, no mitigation was previously included, and no mitigation is needed.

## DISCUSSION AND MITIGATION SECTIONS

### Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the project relates to the issue and the status of any mitigation that may be required or has already been implemented.

### Mitigation Measures

Applicable mitigation measures from the prior environmental review that apply to the project are listed under each environmental category.

### Conclusions

A discussion of the conclusion relating to the analysis contained in each section.

## OTHER CONSIDERATIONS

Since the publication of the SVSP EIR, the Office of Planning and Research (OPR) has updated CEQA Guidelines Appendix G (Environmental Checklist Form). These updates address legislative changes to CEQA, clarify language, and update language consistent with case law. None of the changes to the checklist require new analysis related to impacts which were not known or which could not have been known at the time the SVSP EIR was prepared. The majority of the checklist changes clarify language, reorganize existing language, or eliminate analysis requirements. For analysis requirements which have been eliminated, this is in response to case law affirming that analysis must focus on impacts caused by the project, not impacts to the project. An example of each of these types of changes is included below:

- Cultural Resources (a): Cause a substantial adverse change in the significance of an historic resource ~~as defined in~~ pursuant to Section 15064.5?

The replacement of “as defined in” with “pursuant to” is a phrasing change which has no impact on required analysis.

- Cultural Resources (c) has been moved to Geology and Soils (f).

Moving the topical section of this analysis requirement (which is related to paleontological resources) from Cultural Resources to Geology and Soils has no impact on required analysis.

- Noise (b): ~~Exposure of persons to or~~ Generation of excessive ground borne vibration of ground borne noise levels?

The above changes redirect the analysis from considering overall exposure of persons to ground borne vibration, and focus the analysis on any ground borne vibration generated by a project. This same change is reflected in all other checklist questions related to noise. Therefore, the EIR included more analysis than is currently required, because they included analysis related to exposing neighboring areas

to noise, but also analyzed the effect of noise on the proposed uses; the latter analysis is no longer required.

The updated CEQA Guidelines Appendix G also includes three new sections (Tribal Cultural Resources, Energy, and Wildfire) and includes new and modified requirements as part of the Transportation/Traffic section. Although the Tribal Cultural Resources section is new, the analysis of this impact area was included in the SVSP EIR as part of the Cultural Resources section. The new Energy section was formerly included in CEQA Guidelines Appendix F, but has been moved into the Appendix G, so while it is new to the checklist it is not new to the CEQA Guidelines. In regards to Wildfire, the California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility. Therefore, the Wildfire section does not apply because the project site is not within a Very High Fire Hazard Severity Zone and is not in a CAL FIRE responsibility area.

The changes to the Transportation/Traffic section—which is now called simply Transportation—refocuses the analysis on vehicle miles traveled (VMT). The General Plan Update (GPU) EIR<sup>1</sup> used the Roseville travel forecasting model to estimate VMT for the City. The VMT data was then normalized to residents as a “per capita” rate. As described in the GPU EIR, and consistent with the VMT reductions in OPR’s *Technical Advisory on Evaluating Transportation Impacts in CEQA*, the City has adopted a VMT significance threshold of 12.8 VMT/capita. This threshold represents a 15 percent reduction to baseline per capita VMT. The GPU EIR concluded that buildout of the remaining undeveloped areas of the City, consistent with existing land use designations and existing development agreements, would exceed the City’s adopted threshold resulting in a Significant Impact in both the constrained and unconstrained buildout scenarios; and that mitigation requiring land use changes was not feasible because of existing development agreements in place for the undeveloped areas of the City.

As stated in the GPU EIR and pursuant to the tiering provisions of CEQA, projects that are consistent with the General Plan do not require further VMT analysis. Quantitative analyses are not required if it can be demonstrated that a project would generate VMT which is equivalent to or less than what was assumed in the GPU EIR. The proposed project includes a General Plan Amendment to amend the land use designation of Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR) and a Specific Plan Amendment to allow the transfer of units between several large lot parcels located within the SVSP. The GPU EIR assumed a rate of 2.7 persons per unit when calculating VMT per capita. The proposed project will involve transferring of units, but does not change the total number of units anticipated for buildout of the SVSP or analyzed in the GPU EIR; therefore, it can be concluded that the project is consistent with GPU EIR analysis as it relates to VMT, and the project does not require further VMT analysis.

Based on the foregoing, none of the modifications to CEQA Guidelines Appendix G require new analysis related to impacts which were not known or which could not have been known at the time the SVSP EIR was prepared. Therefore, an Addendum is the appropriate environmental document to describe the impacts of the proposed project.

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<sup>1</sup> General Plan Update EIR: [www.roseville.ca.us/GeneralPlan](http://www.roseville.ca.us/GeneralPlan)

## CHECKLIST

### I. Aesthetics

|                                                                                                                                                         | Where Impact Was Analyzed in Prior Environmental Documents | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a. Have a substantial adverse effect on a scenic vista?                                                                                                 | SVSP EIR Section 4.14                                      | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings?                                                     | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?                                   | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.13-1                                                                    |

**Discussion:** Impacts to visual and aesthetic resources were adequately addressed in the SVSP EIR as it relates to the proposed project, and were previously identified as significant and unavoidable. There is no significant change in the proposed project that would change the environmental impact for this section. The proposed land use change and subdivision map do not introduce development to properties not already planned for development. The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts.

The project has been evaluated for compliance with the City's Community Design Guidelines and the design guidelines established in the SVSP. As it relates to aesthetics, these standards ensure the high quality design and architectural character of any buildings developed as well as minimum landscaping standards. As it relates to light and glare, MM 4.13-1 requires all light fixtures for commercial and office uses to have glare shields and all new buildings to be constructed with low-glare materials. However, MM 4.13-1 is inapplicable to the proposed project given that it is a residential subdivision. In any case, lighting is conditioned to comply with City standards (i.e., CDG) to limit the height of light standards and also require cut-off lenses and glare shields to minimize light and glare impacts. Based on the reasons listed in this section, there would be no new significant impacts not previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred" relative to aesthetic resources.

**Mitigation Measures:** None required.

**II. Agricultural & Forestry Resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Where Impact Was Analyzed in Prior Environmental Documents | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SVSP EIR Section 4.1                                       | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.1-2                                                                     |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| d) Result in the loss of forest land or conversion of forest land to non-forest use?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Same                                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| <b>Discussion:</b> Agricultural resources were adequately addressed in the SVSP EIR as it relates to the proposed project. There is no significant change in the proposed project that would change the environmental impact for this section. The SVSP EIR concluded development of the project area would convert fallow grazing land to urbanized development. The proposed project will result in the same impact, as it falls within the planned development footprint of the SVSP. The project site is not used for agricultural purposes, does not include agricultural zoning, is not within or adjacent to one of the areas of the City designated as a protected farmland category on the Placer County Important Farmland map, is not within |                                                            |                                                                                           |                                                                                               |                                                             |                                                                                       |

or adjacent to land within a Williamson Act Contract, and is not considered forest land. For these reasons, no subsequent or supplemental EIR is required for the project with respect to agricultural and forestry resources.

**Mitigation Measures:** SVSP EIR Mitigation Measure MM 4.1-2 required preservation of open space within Placer County in order to mitigate for the loss of open space in the SVSP. Though this measure remains applicable to the project, the measure has been completed via an established fee program that directs funds to the Placer Land Trust, which then sets aside land.

### III. Air Quality

|                                                                                                                                                                                                                                                                                    | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan?                                                                                                                                                                                                    | SVSP EIR Section 4.4                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?                                                                                                                                                                 | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.4-1, MM 4.5-1, and MM 4.5-2                                             |
| c) Result in a cumulatively considerable net increase of any criteria for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.4-1, MM 4.5-1, and MM 4.5-2                                             |
| d) Expose sensitive receptors to substantial pollutant concentrations?                                                                                                                                                                                                             | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| e) Create objectionable odors affecting a substantial number of people?                                                                                                                                                                                                            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP EIR concluded that standard dust control and other construction measures would be sufficient to avoid particulate matter and ozone precursor construction impacts, but that reactive organic gases would remain significant. Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the SVSP EIR. For operational impacts,



the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. The impacts of the project fall within the scope of the impacts and mitigation already established in the SVSP EIR.

**Mitigation Measures:** Mitigation Measures 4.4-1 (construction emissions), 4.5-1 (operational emissions), 4.5-2 (greenhouse gas emissions) from the SVSP EIR remain applicable to the proposed project, and have been incorporated into the design of the project as appropriate. These mitigation measures can be found in the table of applicable mitigation measures included with this Addendum (see Attachment 1).

#### IV. Biological Resources

|                                                                                                                                                                                                                                                                                                                 | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | SVSP EIR Section 4.8                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.8-1 to 4.8-7                                                            |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?                                                        | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.8-4 to 4.8-7                                                            |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?                                            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.8-1 to 4.8-7                                                            |

|                                                                                                                                                                                                                                    |      |    |    |    |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----|----|----------------------------|
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | Same | No | No | No | SVSP EIR MM 4.8-4 to 4.8-7 |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?                                                                                                | Same | No | No | No | None                       |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?                                               | Same | No | No | No | None                       |

**Discussion:** Biological Resources were adequately addressed in the SVSP EIR as it relates to the proposed project. Mitigation measures were adopted to reduce impacts to wetlands, vernal pool species, Swainson's hawk, burrowing owl, and other protected raptors nesting and foraging habitat to less-than-significant levels. There is no significant change in the proposed project that would change the environmental impact for this section and the proposed project is located on properties already anticipated for development.

The proposed project would not result in any new or modified impacts to biological resources beyond what was previously analyzed in the SVSP EIR. In addition, it should be noted that there are no natural features present onsite. The project site is devoid of trees, vernal pools, and other water features. The site is primarily populated by non-native annual grasses and aerial photography shows evidence of previous ground disturbance on the site due to construction of the adjacent roadways. The mitigation measures adopted with certification of the SVSP EIR remain applicable and no additional impacts will occur. Impacts remain less than significant upon compliance with the applicable mitigation measures.

**Mitigation Measures:** Mitigation Measure MM 4.8-1 (wetland permits and no net loss), 4.8-2 (relocate western spadefoot), 4.8-3 (protection for nesting birds), 4.8-4 (preservation of grassland habitat), 4.8-5 (wildlife movement protection), 4.8-6 (habitat restoration), 4.8-7 (off-site surveys for infrastructure), and 4.14-3 (avoid light spill into Curry Creek open space) were identified to reduce the impacts to biological resources to less than significant. Not all of these measures are applicable to the currently proposed project, as the proposed development covers a smaller area within the SVSP project area. The Curry Creek open space is not within or adjacent to the proposed project, so none of the measures specific to the Curry Creek area apply to the current project. This includes portions of MM 4.8-3 dealing with bird species which nest in Curry Creek marsh habitat, and MM 4.14-3 to avoid light spillage into Curry Creek. The remaining adopted measures are applicable to the proposed project.

**V. Cultural, Archeological, or Paleontological Resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Cause a substantial adverse change in the significance of an historic resource as defined in Section 15064.5?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | SVSP EIR Section 4.9                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.9-1 to 4.9-2                                                            |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.9-1 to 4.9-2                                                            |
| d) Disturb any human remains, including those interred outside of dedicated cemeteries?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.9-1 to 4.9-2                                                            |
| <p><b>Discussion:</b> The SVSP EIR discussed the potential for subsurface remains or deposits to be found on the site, and included a mitigation measure requiring a cessation of work should any item of cultural interest be found. The mitigation was found to render potential impacts less than significant. The project will result in the same impact, and the mitigation remains applicable to the proposed project. Consistent with state law, notice of the proposed project was mailed on September 22, 2020 to tribes which had requested such notice pursuant to Assembly Bill 32 (AB32) and Senate Bill 18 (SB18). No request for consultation was received during the request for consultation period.</p> <p><b>Mitigation Measures:</b> Mitigation Measure 4.9-1 (cease work and consult with archeologist) and 4.9-2 (cease work and consult with paleontologist) remain applicable to the proposed project.</p> |                                                             |                                                                                           |                                                                                               |                                                             |                                                                                       |

## VI. Energy

|                                                                                                                                                                                   | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | SVSP EIR Section 4.12.5                                     | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Conflict with or obstruct a state or local plan for renewable energy or energy inefficiency?                                                                                   | SVSP EIR Section 4.12.5                                     | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP EIR concluded that development and implementation of the SVSP would add land uses that would increase the demand for electrical services. However, Roseville Electric determined there were no constraints to providing a reliable energy source to serve the development proposed in the SVSP area. Electricity in the area is provided by Roseville Electric and natural gas is provided by Pacific Gas & Electric (PG&E). Impacts 4.12-5.1 and 4.12-5-2 in the SVSP EIR evaluated the potential for development of the SVSP to increase demands for electricity and natural gas and found these impacts to be less than significant.

The project would allow development of 614 single-family residential units. The project would consume energy both during project construction and during project operation. During construction, fossil fuels, electricity, and natural gas would be used by construction vehicles and equipment. However, the energy consumed during construction would be temporary, and would not represent a significant demand on available resources. There are no unusual project characteristics that would necessitate the use of construction equipment or methods that would be less energy-efficient or which would be wasteful.

The completed project would consume energy related to building operation, exterior lighting, landscape irrigation and maintenance, and vehicle trips to and from the use. In accordance with California Energy Code Title 24, the project would be required to meet the Building Energy Efficiency Standards. This includes standards for water and space heating and cooling equipment; insulation for doors, pipes, walls, and ceilings; and appliances, to name a few. The project would also be eligible for rebates and other financial incentives from both the electric and gas providers for the purchase of energy-efficient appliances and systems, which would further reduce the operational energy demand of the project. The project was distributed to both PG&E and Roseville Electric for comments, and was found to conform to the standards of both providers; energy supplies are available to serve the project.

The proposed project will not result in inefficient, wasteful, or unnecessary consumption of energy, nor would it conflict with or obstruct State or local plans for renewable energy or energy efficiency. Based on the reasons listed in this section, there would be no new significant impacts not

previously identified in the SVSP EIR. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to energy impacts.

**Mitigation Measures:** No mitigation measures are required for this Project.

## VII. Geology and Soils

|                                                                                                                                                                                                                                                                                           | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:                                                                                                                                                          | SVSP EIR Section 4.7                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| i) Ruptures of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.) | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| ii) Strong seismic ground shaking?                                                                                                                                                                                                                                                        | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| iii) Seismic-related ground failure, including liquefaction?                                                                                                                                                                                                                              | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| iv) Landslides?                                                                                                                                                                                                                                                                           | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Result in substantial soil erosion or the loss of topsoil?                                                                                                                                                                                                                             | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Be located in a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?                                                       | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |    |    |    |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----|----|------|
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Same | No | No | No | None |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Same | No | No | No | None |
| <p><b>Discussion:</b> The project is not expected to expose people or structures to potential substantial adverse effects involving seismic shaking, ground failure or landslides. The project site is located in Roseville, which is in Placer County. The California Department of Mines and Geology classifies the South Placer area as a low severity earthquake zone. No active faults are known to exist within the County. The project site is considered to have low seismic risk with respect to faulting, ground shaking, seismically related ground failure and liquefaction.</p> <p>The SVSP EIR indicated that compliance with existing regulations and permit requirements would be sufficient to avoid impacts related to these issues. This conclusion remains appropriate for this Project because there is no new information indicating that geologic conditions are different than previously understood.</p> <p><b>Mitigation Measures:</b> None required for this project.</p> |      |    |    |    |      |

## VIII. Greenhouse Gases

|                                                                                                                                                                                                                                                                                       | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?                                                                                                                                                           | SVSP EIR Section 4.4                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.4-1, 4.5-1 and 4.5-2                                                    |
| b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?                                                                                                                                                     | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| <p><b>Discussion:</b> The SVSP EIR concluded that buildout of the project area would cause significant and unavoidable impacts with respect to greenhouse gases (GHG) emissions and mitigation measures were adopted to reduce the project's GHG emissions and resultant impacts.</p> |                                                             |                                                                                           |                                                                                               |                                                             |                                                                                       |

Construction activity associated with the proposed project remains consistent with the scale of activity and resulting scope of impacts anticipated in the SVSP EIR. For operational impacts, the proposed project changes the balance of land uses in the area, but not in a manner that would increase emissions. Greenhouse gas emissions, from both the construction and operational phases, will result in impacts consistent with those analyzed in the SVSP EIR. The project will comply with the required mitigation in the SVSP EIR. Thus, pursuant to CEQA Guidelines Section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to GHG emissions.

**Mitigation Measures:** Mitigation Measures 4.4-1 (construction emissions), 4.5-1 (operational emissions), 4.5-2 (greenhouse gas emissions) from the SVSP EIR remain applicable to the proposed project, and have been incorporated into the design of the project as appropriate.

## IX. Hazards and Hazardous Materials

|                                                                                                                                                                                                 | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?                                                         | SVSP EIR Section 4.10                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.10-1                                                                    |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within on-quarter mile of an existing or proposed school?                                  | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

|                                                                                                                                                                                                                                                                  |      |    |    |    |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----|----|------|
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?                                   | Same | No | No | No | None |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | Same | No | No | No | None |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing in the project area?                                                                                                                 | Same | No | No | No | None |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?                                                                                                                                        | Same | No | No | No | None |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?                                             | Same | No | No | No | None |



**Discussion:** The SVSP EIR includes a brief overview for each impact topic, concluding that compliance with existing federal, state, and local regulations regarding the use, transport and disposal of hazardous materials would ensure most impacts will be less than significant. The exception was for unknown soil contamination, as land which was used for agricultural purposes may include undiscovered, underground storage tanks or other contamination issues; mitigation for this was included. The project is not located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The SVSP EIR analysis also found that there would be sufficient emergency services and facilities and that the area was not located within an airport land use plan or other aviation hazard area. These conclusions still fit for the proposed project, which is within the same development footprint.

Standard construction activities would require the use of hazardous materials such as fuels, oils, lubricants, glues, paints and paint thinners, soaps, bleach, and solvents. These are common household and commercial materials routinely used by both businesses and average members of the public. The materials only pose a hazard if they are improperly used, stored, or transported either through upset conditions (e.g. a vehicle accident) or mishandling. In addition to construction use, the operational project would result in the use of common hazardous materials as well, including bleach, solvents, and herbicides. Regulations pertaining to the transport of materials are codified in 49 Code of Federal Regulations 171–180, and transport regulations are enforced and monitored by the California Department of Transportation and by the California Highway Patrol. Specifications for storage on a construction site are contained in various regulations and codes, including the California Code of Regulations, the Uniform Fire Code, and the California Health and Safety Code. These same codes require that all hazardous materials be used and stored in the manner specified on the material packaging. Existing regulations and programs are sufficient to ensure that potential impacts as a result of the use or storage of hazardous materials are reduced to less than significant levels.

The California Department of Forestry and Fire Protection (CAL FIRE) is the state agency responsible for wildland fire protection and management. As part of that task, CAL FIRE maintains maps designating Wildland Fire Hazard Severity zones. The City is not located within a Very High Fire Hazard Severity Zone, and is not in a CAL FIRE responsibility area; fire suppression is entirely within local responsibility. The project site is in an urban area, and therefore would not expose people to any risk from wildland fire.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the SVSP EIR regarding hazardous materials. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred” relative to hazards and hazardous materials.

**Mitigation Measures:** The SVSP EIR included a mitigation measure to address the low possibility that some contamination of soils still lingered due to past use of the land for agricultural purposes. The measure, Mitigation Measure 4.10-1, indicates that if evidence of contamination is observed (stained soils, unearthing of a tank, etc.) then proper testing and remediation is required, in coordination with the appropriate City Departments. This measure remains applicable to the project.

**X. Hydrology and Water Quality**

|                                                                                                                                                                                                                                                                                                                                                                                               | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| a) Violate any water quality standards or waste discharge requirements?                                                                                                                                                                                                                                                                                                                       | SVSP EIR Section 4.13                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site?                                                                                                                                                             | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?                                                                                                                      | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted water?                                                                                                                                                                                                          | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

|                                                                                                                                                                      |      |    |    |    |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----|----|--------------------|
| f) Otherwise substantially degrade water quality?                                                                                                                    | Same | No | No | No | SVSP EIR MM 4.13-1 |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | Same | No | No | No | None               |
| h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?                                                                 | Same | No | No | No | None               |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?   | Same | No | No | No | None               |
| j) Inundation by seiche, tsunami, or mudflow?                                                                                                                        | Same | No | No | No | None               |

**Discussion:** A Drainage and Storm water Master Plan was prepared and approved by the City as part of the SVSP EIR. As noted in the EIR, the Drainage and Storm water Master Plan demonstrated that the increases in impervious surfaces being caused by buildout of the SVSP would be offset by proposed drainage facilities and storm water improvements. The project would offset increases in peak flow, no development would occur within the 100-year floodplain area, and consistency with existing City regulations would ensure that all homes would be elevated at least two feet above the 100-year water surface elevation. With regard to storm water quality, the EIR notes that there are existing programs, regulations, and permits in place to ensure that the project would not have significant effects related to water pollution from construction or operation, though a mitigation measure is included to require compliance with this regulations.

The project is in an area of flat topography and is not near any large water bodies or dams/levees, so would not be subject to losses due to dam/levee failure, seiche, tsunami, or mudflow. The project falls within the development footprint of the SVSP, and does not result in any changes to the scope or scale of impacts, and the prior conclusions remain appropriate.

**Mitigation Measures:** Mitigation Measure 4.13-1 was included to require compliance with the City's stormwater quality standards, including preparation of a Storm Water Pollution Prevention Plan (SWPPP). This measure remains applicable to the proposed project.

**XI. Land Use and Planning**

|                                                                                                                                                                                                                                                                                                             | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| a) Physically divide an established community?                                                                                                                                                                                                                                                              | SVSP EIR Section 4.1                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.1-3, 4.6-1 and 4.6-2                                                    |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan?                                                                                                                                                                                                           | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP EIR concluded that there were some potential land use incompatibilities, but that these could be addressed by a mix of mitigation and compliance with the City Noise Ordinance and Grading Ordinance. Land use issues discussed and addressed included noise from McClellan overflights, agricultural uses in Placer County next to urban uses in the SVSP, construction noise, and commercial land use noise. The overflight noise is a potential nuisance discussion requiring disclosure to future purchasers within the Project area; noise volumes do not exceed standards. It was concluded that the project would not physically divide an established community and that the project did not conflict with any land use policies or regulations, or with a Habitat Conservation Plan (or similar). The EIR concluded that all impacts of the SVSP could be reduced to less than significant levels with mitigation. The project involves the same use types within the same development footprint, and therefore the conclusions of SVSP EIR remain applicable to the proposed project.

The project area has been planned for development, including adequate roads, pedestrian paths, and bicycle paths to provide connections within the community. The project involves frontage improvements including new driveways, sidewalks, and pedestrian connections. As such, the project will not physically divide an established community.

As described above, changes introduced by the project and/or new circumstances relevant to the project would not, as compared to the SVSP EIR, result in a new significant impact or significant impacts that are substantially more severe than significant impacts previously disclosed. In addition, there is no new information of substantial importance showing that the project would have one or more significant effects not previously discussed or that any previously examined significant effects would be substantially more severe than significant effects shown in the EIR. Nor is there new information of substantial importance showing (i) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative or (ii) that mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more significant effects, but the proponents decline to adopt the mitigation measure or alternative.

**Mitigation Measures:** Mitigation Measure 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise) and 4.6-2 (commercial noise controls). The measure regarding disclosure ensure that people purchasing property within the project area which could be affected by overflight noise are aware of this potential affects. The disclosure measure is implemented by including a Condition of Approval requiring that the deed disclosures are a component of the Covenants, Conditions, and Restrictions for all affected properties. The condition has been addressed in the Development Agreement for the project area, so the measures are already complete. The construction noise and commercial noise control measures are applied during construction, so remain applicable to the proposed project.

**XII. Mineral Resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                                                                                                                                                                                                                                                                                                                                                   | SVSP EIR Section 4.7                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?                                                                                                                                                                                                                                                                                                                                    | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| <p><b>Discussion:</b> The SVSP EIR indicated that there were no significant mineral resources in the area. Therefore, the project is not considered to have any impacts on mineral resources. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred” relative to mineral resources.</p> <p><b>Mitigation Measures:</b> None required for this project.</p> |                                                             |                                                                                           |                                                                                               |                                                             |                                                                                       |

**XIII. Noise**

|                                                                                                                                                                                                                                                                     | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?                                                                                 | SVSP EIR Section 4.6                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.1-3, 4.6-1 and 4.6-4                                                    |
| b) Exposure of persons to or generation of excessive ground borne vibration of ground borne noise levels?                                                                                                                                                           | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.6-1 and 4.6-4                                                           |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?                                                                                                                                      | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?                                                                                                                          | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.6-1 and 4.6-4                                                           |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?                                                                                                      | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP EIR addressed construction noise, roadway noise, noise from non-residential land uses, and aircraft overflight noise. Overflight noise has already been addressed in the Land Use section of this Addendum. Construction noise in general was discussed, and addressed via mitigation. Noise was determined to be an issue for all of the major roadways in the SVSP area, including Vista Grande Boulevard. Mitigation was found to reduce noise volumes to levels within General Plan standards, and so impacts were found to be less than significant.

An environmental noise assessment was prepared by Bollard Acoustical Consultants, Inc. to evaluate noise levels associated with traffic on the adjacent roadways (Attachment 4). It was concluded that implementation of the mitigation measures would reduce noise volumes to levels within General Plan standards. Consistent with the mitigation measures, the project proposes six-foot masonry sound walls adjacent to the lots located along major roadways, which will ensure that noise on the residential properties is consistent with City standards. The project would not result in new or more severe impacts than described in the SVSP EIR, and the impact conclusions of the EIR are unchanged. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred” relative to noise.

**Mitigation Measures:** Mitigation Measures 4.1-3 (McClellan overflight disclosure), 4.6-1 (construction noise), and 4.6-4 (traffic noise attenuation) were applied in the SVSP EIR. Construction noise controls in the mitigation includes located fixed equipment away from noise sensitive uses and having a construction disturbance coordinator to address noise concerns. Traffic noise attenuation also calls for the use of masonry walls along major roadways. These mitigation measures remain applicable to the proposed project.

#### **XIV. Population and Housing**

|                                                                                                                                                                                                           | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | SVSP EIR Section 4.2                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |



|                                                                                                                       |      |    |    |    |      |
|-----------------------------------------------------------------------------------------------------------------------|------|----|----|----|------|
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | Same | No | No | No | None |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?           | Same | No | No | No | None |

**Discussion:** The SVSP EIR indicated the SVSP would increase the number of housing units above those which had been anticipated in the General Plan, and analysis the effect on supporting services, infrastructure, and other issues related to environmental impacts. It was concluded that impacts would be significant and unavoidable. The proposed project involves the same number of housing units as analyzed in the SVSP EIR, but the project increases the amount of MDR units and decreases the amount of LDR units. For the purpose of population estimates, LDR and MDR population rates are the same, so the project will not have a new or more severe impact on the population growth rate of the area. Thus, the project will result in the same previously identified impacts. No existing buildings or residents are present on the project site; therefore, no residences or communities would be displaced.

**Mitigation Measures:** None required for this project.

**XV. Public Services**

|                                                                                                                                                                                                                                                                                                                                                                                                                       | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any the public services: |                                                             |                                                                                           |                                                                                               |                                                             |                                                                                       |
| a) Fire protection?                                                                                                                                                                                                                                                                                                                                                                                                   | SVSP EIR Section 4.11                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Police protection?                                                                                                                                                                                                                                                                                                                                                                                                 | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Schools?                                                                                                                                                                                                                                                                                                                                                                                                           | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.11-3                                                                    |
| d) Parks?                                                                                                                                                                                                                                                                                                                                                                                                             | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| e) Other public facilities?                                                                                                                                                                                                                                                                                                                                                                                           | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP EIR concluded that fire and police protection services, and other public services would not be negatively affected by the project. Existing City codes and regulations require adequate water pressure in the water lines, and construction must comply with the Uniform Fire and Building Codes used by the City of Roseville. Additionally, the applicant is required to pay a fire service construction tax, which is used for purchasing capital facilities for the Fire Department. Sales taxes and property taxes resulting from development will add revenue to the General Fund, which provides funding for police services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

An analysis of impacts to schools was included in the SVSP EIR, which concluded that two new elementary schools and one new intermediate school would be required in the project area. The high school students generated from the SVSP were assumed in the nearby high schools located outside the plan area. A portion of the SVSP is located within the Center School District and a portion is located within the Roseville City School District, though the current project area is entirely within the Center School District. Although the project involves a change in land use for

Parcel FD-10 from LDR to MDR, the student generation factor for these land uses is the same. In addition, the project will not change the overall number of housing units in the SVSP. Therefore, the conclusions of SVSP EIR remain applicable to the proposed project.

The project was routed to the School District for review, and no issues were identified. The project will be required to pay per-unit school fees to mitigate any impacts. Under state law, such payments are deemed to constitute “*full and complete mitigation*” of impacts to school facilities (Gov. Code, § 65995, subd. (h)). In addition, the developer is required to work with the School District to identify a Safe Routes to School program. Impacts to public services were determined to be less than significant, with mitigation.

The developer will be required to pay fees into a Community Facilities District, which provides funding for park services. Future park and recreation sites and facilities have already been identified as part of the Specific Plan process. The City charges fees for end-users for other services, such as garbage and greenwaste collection, in order to fund those services. Existing codes, regulations, funding agreements, and facilities plans are sufficient to ensure less than significant impacts.

**Mitigation Measures:** Mitigation Measure 4.11-3 requires a Safe Routes to School program, which would be implemented at the time of school construction, and remains applicable to the proposed project.

## XVI. Recreation

|                                                                                                                                                                                                    | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
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| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that physical deterioration of the facility would occur or be accelerated? | SVSP EIR Section 4.11                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** The SVSP indicates that the required parkland dedication was met by dedication of parkland and through payment of park dedication in-lieu fees. As noted in the EIR, the payment of Citywide and neighborhood park fees will be required, and the payment of fees combined with the dedication of parkland will ensure that impacts to park services are less than significant. The project involves unit transfers

but will not change the total number of units anticipated for buildout of the SVSP area. As such, the project will not increase the number of residents anticipated for the SVSP nor decrease the amount of area dedicated to park and recreation uses; therefore, this conclusion remains applicable to the proposed project.

**Mitigation Measures:** None required for this project.

## XVII. Transportation/Traffic

|                                                                                                                                                                                                                                                                                                                                                                                                                               | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | SVSP EIR Section 4.3                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.3-1 to 4.3-5                                                            |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?                                                                                                                                                                | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.3-1 to 4.3-5                                                            |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?                                                                                                                                                                                                                                                               | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

|                                                                                                                                                                                         |      |    |    |    |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----|----|------|
| d) Substantially increase hazards due to a design feature(s) (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?                               | Same | No | No | No | None |
| e) Result in inadequate emergency access?                                                                                                                                               | Same | No | No | No | None |
| f) Conflict with adopted policies, plans, or programs supporting public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | Same | No | No | No | None |

**Discussion:** The SVSP EIR evaluated the traffic impacts to existing and future roadways from traffic being generated by the anticipated uses within the plan area. The EIR concluded that with mitigation, impacts to City roadways would be less than significant. Impacts to adjacent agency roadways was identified as a significant and unavoidable impact, and mitigation to lessen the impact was accepted. For the proposed project, the City's Engineering Division reviewed the scope of changes and concluded that an updated traffic study was not required. The LDR and MDR land uses have the same trip generation rate of one trip per unit (based on the Institute of Transportation Engineers trip rates), and the unit transfers among the parcels maintain the same overall number of units allocated to the project area. Therefore, the project would not cause new or more severe impacts than already described in the SVSP EIR.

The proposed project has no impact on air traffic patterns, and does not present substantial safety risks. The project design does not introduce hazards such as sharp curves or dangerous intersections. The project has been reviewed by the City Engineering Division and City Fire Department staff, and has been found to be consistent with the City's Design Standards. Furthermore, standard conditions of approval added to all City project require compliance with Fire Codes and other design standards. Compliance with existing regulations ensure that impacts are less than significant.

The proposed uses are substantially consistent with the build out assumptions and would not increase the severity of already identified significant impacts; therefore, there would be no new significant impacts not previously identified in the SVSP EIR relative to transportation/traffic. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to transportation/traffic.

**Mitigation Measures:** Mitigation was included for each impacted facility (see SVSP EIR MM 4.3-1 to 4.3-5), but these measures have already been incorporated into the City's Capital Improvement Program and fee programs. The measures are no longer necessary to impose on individual projects, as a mechanism for their funding and construction is already implemented.

**XVIII. Tribal Cultural Resources**

|                                                                                                                                                                                                                                                                                                                                                                                                                         | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:                           |                                                             |                                                                                           |                                                                                               |                                                             |                                                                                       |
| a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?                                                                                                                                                                                                                             | SVSP EIR Section 4.9                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 the lead agency shall consider the significance of the resource to a California Native American tribe. | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** In addition to archeological resources, tribal cultural resources are also given particular treatment. Tribal cultural resources are defined in Public Resources Code Section 21074, as either 1) a site, feature, place, geographically-defined cultural landscape, sacred place, or object with cultural value to a California Native American Tribe, that is listed or eligible for listing on the California Register or Historical Resources, or on a local register of historical resources or as 2) a resource determined by the lead agency, supported by substantial evidence, to be significant according to the historical register criteria in Public Resources Code section 5024.1(c), and considering the significance of the resource to a California Native American Tribe.

This section was added to the CEQA Guidelines after the publication of the prior environmental document to which this Addendum is attached, but cultural resources were addressed in that document. While the original SVSP EIR addressed cultural resources, no Tribal Cultural Resources were identified and the City of Roseville as CEQA Lead Agency is not aware of any Tribal Cultural Resources associated with project site. Notice of the proposed project was mailed to tribes which had requested such notice pursuant to Assembly Bill 52 (AB 52) and Senate Bill (SB 18) on September 22, 2020. No request for consultation was received during the request for consultation period. Previously applied mitigation should be adequate to address potential impacts of the project, which require cessation of work should any item of cultural interest be found, to ensure the project will have a less than significant impact on cultural resources. Therefore, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that “none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred” relative to Tribal Cultural Resources.

**Mitigation Measures:** Mitigation Measure 4.9-1 (cease work and consult with archeologist) and 4.9-2 (cease work and consult with paleontologist) remain applicable to the proposed project.

**XIX. Utilities and Service Systems**

|                                                                                                                                                                                                                      | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?                                                                                                                  | SVSP EIR Section 4.12                                       | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?               | SVS EIR Section 4.12.1 & 4.12.3                             | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                        | SVSP EIR Section 4.12.3                                     | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?                                                               | SVSP EIR Section 4.12.1                                     | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| e) Result in a determination by the wastewater treatment provider which serves the project that it has adequate capacity to serve the project's projected demand in addition of the provider's existing commitments? | SVSP EIR Section 4.12.3                                     | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?                                                                                               | SVSP EIR Section 4.12.4                                     | No                                                                                        | No                                                                                            | No                                                          | SVSP EIR MM 4.12.4-1 to 4.12.4-2                                                      |
| g) Comply with federal, state, and local statutes and regulations related to solid waste?                                                                                                                            | Same                                                        | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |



**Discussion:** The SVSP EIR addressed water demand for the plan area and determined there was adequate supply to meet the anticipated water demands from development of the plan area. The City's Environmental Utilities Department staff reviewed the proposed project and concluded it will be reducing the overall water demand for the project area because it will be converting some of the anticipated land uses with a higher water demand to a lower water demand (20.46 acres of LDR to MDR). Therefore, the impact conclusions of the SVSP EIR with respect to water supply are still applicable to this project.

Development of the project area will require the construction of water lines and sewer lines and facilities, but these were previously identified through the infrastructure master plans developed for the SVSP. The project land use changes do not require any major changes or need for expanded facilities. Additionally, the project will have no effect on wastewater generation beyond that previously analyzed in the SVSP EIR. Environmental Utilities determined that the proposed project changes fell within the scope of the prior assessment. The SVSP EIR concluded that the Pleasant Grove Wastewater Treatment Plan was sized to accommodate flow from the plan area and that impacts would be less than significant. This conclusion remains applicable to the proposed project.

The SVSP EIR indicated that the Western Placer Waste Management Authority facilities would be used to dispose of solid waste, and that there was sufficient capacity to accept solid waste from the SVSP. Solid waste generation is based on population, and as the project will not change the estimated population for the plan area, the project falls within the scope of the prior analysis, and does not result in any new or expanded impacts to this previously-identified significant and unavoidable impact.

**Mitigation Measures:** Mitigation Measures 4.12.4-1 (expand the landfill) and 4.12.4-2 (diversion of construction debris) were included to require payment of fees to be used for landfill expansion and to require a 50% reduction in the construction waste stream. The landfill expansion measure has already been implemented, as fees are already in place that will apply to the proposed project. The remaining measure regarding diversion of construction debris remains applicable, as it is a project-level measure that applies during construction.

**XX. Mandatory Findings of Significance**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Where Impact Was Analyzed in Prior Environmental Documents. | Do Proposed Changes Involve New Significant Impacts or Substantially More Severe Impacts? | Any New Circumstances Involving New Significant Impacts or Substantially More Severe Impacts? | Any New Information Requiring New Analysis or Verification? | Prior Environmental Documents' Mitigation Measures Implemented or Addressing Impacts. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, threatened or rare species, or eliminate important examples of the major periods of California history or prehistory? | SVSP EIR                                                    | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| b) Does the project have impacts which are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)                                                                                                                              | SVSP EIR                                                    | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |
| c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?                                                                                                                                                                                                                                                                                                                                  | SVSP EIR                                                    | No                                                                                        | No                                                                                            | No                                                          | None                                                                                  |

**Discussion:** Long term environmental goals are not impacted by the proposed project. The cumulative impacts do not deviate beyond what was contemplated in the SVSP EIR, and mitigation measures have already been incorporated. With implementation of the City's Mitigating Ordinances, Guidelines, and Standards and best management practices, mitigation measures described in this chapter, and permit conditions, the proposed project will not have a significant impact on the habitat of any plant or animal species. Based on the foregoing, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of any wildlife species, or create adverse effects on human beings. Thus, pursuant to CEQA Guidelines section 15164, subdivision (a), the City finds that "none of the conditions described in Section 15162 calling for preparation of a subsequent FEIR have occurred" relative to the mandatory findings of significance.

## ENVIRONMENTAL DETERMINATION:

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*In reviewing the site specific information provided for this project and acting as Lead Agency, the City of Roseville, Development Services Department, Planning Division has analyzed the potential environmental impacts created by this project and determined that the findings of CEQA Section 15162 concerning the decision not to prepare a subsequent EIR or negative declaration and the findings of CEQA Section 15164 concerning the decision to prepare an Addendum can be made. As supported by substantial evidence within the Addendum to the Sierra Vista Specific Plan Environmental Impact Report (SCH # 2008032115, adopted on May 5, 2010), the Lead Agency makes the following findings:*

[ X ] No substantial changes are proposed in the project which would require major revisions of the previous EIR.

[ X ] No substantial changes have occurred with respect to the circumstances under which the project is undertaken.

[ X ] There is no new information of substantial importance which was not known and could not have been known with the exercise of due diligence at the time the previous EIR was certified as complete.

[ X ] Only minor technical changes or additions are necessary in order to deem the adopted environmental document adequate.

Addendum Prepared by:

*Kinarik Shallow*

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Kinarik Shallow, Associate Planner  
City of Roseville, Development Services–Planning Division

## Attachments:

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1. Applicable SVSP Mitigation Measures
2. Tentative Subdivision Maps
3. Design Review Package
4. Environmental Noise Assessment

**NOTE: Attachments 2 and 3 are not included with this Addendum as they are already exhibits to the Planning Commission Staff Report.**

## TABLE OF APPLICABLE MITIGATION MEASURES

| Mitigation Measure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Implementation                                                                                                                                                                                                                      | Timing                                                                                                                              | Reviewing Party | Documents to be Submitted to City                  | Staff Use Only |
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------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------|----------------|
| <p><b>MM 4.4-1 Dust and Construction Control Measures</b></p> <p>In accordance with the PCAPCD, the applicant shall comply with all applicable rules and regulations as listed above (e.g., Rule 202, 218 and 228). In addition, at the time of tentative map the applicant(s) shall implement a minimum of five (5) of the following measures unless superseded by state or other more stringent standards:</p> <p>The following mitigation measures shall be implemented to reduce short-term construction-related air quality impacts. In addition, dust control measures are required to be implemented by all projects in accordance with the City of Roseville Grading Ordinance, and the PCAPCD Fugitive Dust Rule 228.</p> <ul style="list-style-type: none"> <li>Applicant shall submit to PCAPCD a Construction Emission / Dust Control Plan within 30 days prior to groundbreaking. If the PCAPCD does not respond within 20 days, the plan shall be considered approved. The plan must address the minimum requirements found in section 300 and 400 of District Rule 228, Fugitive Dust (<a href="http://www.placer.ca.gov/airpollution/airpolut.htm">www.placer.ca.gov/airpollution/airpolut.htm</a>). The applicant shall keep a hard or electronic copy of Rule 228, Fugitive Dust on-site for reference.</li> <li>The Construction Emission/Dust Control Plan shall include a comprehensive inventory (i.e. make, model, year, emission rating) of all heavy-duty off-road equipment (50 horsepower (HP) or greater) that will be used an aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall the prime contractor shall contact the APCD prior to the new equipment being utilized. The project representative shall provide PCAPCD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. The plan shall demonstrate that the heavy-duty (&gt; 50 HP) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20% NO<sub>x</sub> reduction and 45% particulate reduction compared to the most recent ARB fleet average. PCAPCD shall be contacted for average fleet emission data. Acceptable options for reducing emissions may include use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, and/or other options as they become available. Contractors can access the Sacramento Metropolitan Air Quality Management District's web site to determine if their off-road fleet meets the requirements listed in this measure (<a href="http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls">http://www.airquality.org/ceqa/Construction_Mitigation_Calculator.xls</a>).</li> </ul> <p>The following measures are also included to reduce construction-related ROG, NO<sub>x</sub>, PM10 and PM2.5 emissions:</p> <ul style="list-style-type: none"> <li>All construction equipment shall be maintained in good operating condition. Contractor shall ensure that all construction equipment is being properly serviced and maintained as per the manufacturer's specifications. Maintenance records shall be available at the construction site for verification. This measure will reduce combustion emissions of all criteria air pollutants.</li> <li>Prior to the issuance of any grading permits, all applicants shall submit construction plans denoting the proposed schedule and projected equipment use. Construction contractors shall provide evidence that low emission mobile construction will be used, or that their use was investigated and found to be infeasible for the project. Low emission equipment is defined as meeting the California Air Resources Board's Tier III standards. Contractors shall also conform to any construction measures imposed by the PCAPCD as well as City Planning Staff. This measure will primarily reduce ROG, NO<sub>x</sub>, PM10, and PM2.5 exhaust emissions.</li> <li>Paints and coating shall be applied either by hand or by high volume, low-pressure spray. This measure will reduce evaporative ROG emissions.</li> <li>All construction shall comply with the following measures to reduce fugitive dust related emissions of PM10 and PM2.5: <ul style="list-style-type: none"> <li>Maintain a minimum 24-inch freeboard on soil haul trucks or cover payloads using tarps or other suitable means.</li> <li>Suspend grading operations during high winds (greater than 15 mph).</li> <li>Sweep streets as necessary if silt is carried off-site to adjacent public thoroughfares or occurs as a result of hauling.</li> </ul> </li> </ul> | <p>The applicants shall submit construction management plans as part of the Grading Permit application.</p> <p>Engineering will review plans for inclusion of these measures prior to issuance of permits or approval of plans.</p> | <p><i>Pre-Construction:</i> Prior to issuance of Grading Permits or Improvement Plans.</p> <p>Add as note on Improvement Plans.</p> | Engineering     | Dust Control Plan and proof of submittal to PCAPCD |                |

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| <div><ul style="list-style-type: none"><li>o Dispose of surplus excavated material in accordance with local ordinances and use sound engineering practices.</li><li>o Schedule activities to minimize the amounts of exposed excavated soil during and after the end of work periods.</li><li>o Phase grading into smaller areas to prevent the susceptibility of larger areas to erosion over extended periods of time.</li><li>o Pave or apply gravel to any on-site haul roads.</li><li>o Reestablish ground cover on the construction site through seeding and water.</li><li>o Clean earth moving construction equipment with water or sweep clean, once per day, or as necessary (e.g., when moving onsite), consistent with National Pollutant Discharge Elimination System Best Management Practices and the Roseville Grading Ordinance. Water shall be applied to control dust as needed to prevent dust impacts offsite. Operational water truck(s), shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned, as needed, to prevent dust, silt, mud, and dirt from being released or tracked off-site.</li><li>o Spread soil binders on unpaved roads and employee/equipment parking areas. Soil binders shall be non-toxic in accordance with state and local regulations. Apply approved chemical soil stabilizers, or vegetated mats, etc. according to manufacturers' specifications, to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).</li><li>o Minimize diesel idling time to a maximum of five minutes.</li><li>o Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators, if feasible.</li><li>o An applicant representative, ARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely (i.e., once per week) evaluate project related off-road and heavy-duty on-road equipment emissions for compliance with this requirement for projects grading more than 20 acres in size, regardless of how many acres are to be disturbed daily.</li><li>o Construction equipment exhaust emissions shall not exceed the PCAPCD Visible Emissions Rule 202. Fugitive dust is not to exceed 40% opacity and not go beyond property boundary at any time. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified and the equipment must be repaired within 72 hours.</li></ul><p>The following measures will be required:</p><ol style="list-style-type: none"><li>1. Include the following standard note on the Improvement/Grading Plan: <i>If required by the Public Works Department, the contractor shall hold a pre-construction meeting prior to grading activities. The contractor shall invite the Placer County APCD to the pre-construction meeting in order to discuss the construction emission/dust control plan with employees and/or contractors.</i></li><li>2. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, that electrical outlets shall be installed on the exterior walls of both the front and back of all residences or all commercial buildings to promote the use of electric landscape maintenance equipment.</li><li>3. Prior to building permit approval, the applicant shall show, on the plans submitted to the Building Department, provisions for construction of new residences, and where natural gas is available, the installation of a gas outlet for use with outdoor cooking appliances, such as a gas barbecue or outdoor recreational fire pits.</li><li>4. Prior to building permit approval, in accordance with District Rule 225, only U.S. EPA Phase II certified wood burning devices shall be allowed in single-family residences. The emission potential from each residence shall not exceed a cumulative total of 7.5 grams per hour for all devices. Masonry fireplaces shall have either an EPA certified Phase II wood burning device or shall be a U.L. Listed Decorative Gas Appliance. (Rule 225)</li><li>5. Wood burning or Pellet appliances shall not be permitted in multi-family developments. Only natural gas or propane fired fireplace appliances are permitted. These appliances shall be clearly delineated on the Floor Plans submitted in conjunction with the Building Permit application. (Rule 225 / section 302.2)</li><li>6. Prior to the issuance of a Building Permit, the applicant shall show that all flat roofs with parapets shall include a white or silver cap sheet to reduce energy demands.</li><li>7. Diesel trucks shall be prohibited from idling more than five minutes. Prior to the issuance of a Building Permit, the applicant shall show that all truck loading and unloading docks shall be</li></ol></div> |  |  |  |  |  |
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| <p>equipped with one 110/208 volt power outlet for every two dock doors. Diesel Trucks idling for more than five minutes shall be required to connect to the 110/208 volt power to run any auxiliary equipment. 2'x3' signage which indicates "Diesel engine Idling Limited to a Maximum of 5 Minutes" shall be shown on the building elevations and shall be submitted to the Placer County APCD prior to the issuance of Building Permits for the project.</p> <p>8. Prior to approval of Improvement Plans, an enforcement plan shall be established, and submitted to the APCD for review, in order to evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities on a weekly basis, using standards as defined in California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, hired by the prime contractor or property owner, and who is CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified by APCD and the equipment must be repaired within 72 hours. (California Code of Regulations, Title 13, Sections 2180 – 2194)</p> <p><i>The project shall comply with all applicable Placer County Air Pollution Control District rules and regulations, and shall obtain applicable permits and/or clearances from the District prior to the start of construction.</i></p> <ul style="list-style-type: none"><li>• The contractor shall use CARB ultra-low sulfur diesel fuel for all diesel-powered equipment. In addition, low sulfur fuel shall be utilized for all stationary equipment. (California Standards for Motor Vehicle Diesel Fuel, title 13, article 4.8, chapter 9, California Code of Regulations).</li><li>• Processes that discharge 2 pounds per day or more of air contaminants, as defined by Health and Safety Code Section 39013, to the atmosphere may require a permit. Permits are required for both construction and operation. Developers/contractors should contact the District prior to construction and obtain any necessary permits prior to the issuance of a Building Permit. (Rule 501)</li><li>• Pursuant to the Placer County Air Pollution Control District Rule 501, General Permit Requirements, the proposed project may need a permit from the District prior to construction. In general, any engine greater than 50 brake horsepower or any boiler with heat greater than 1,000,000 Btu per hour shall require a permit issued by the District. (Rule 501)</li><li>• All on-site stationary equipment which is classified as 50 hp or greater shall either obtain a state issued portable equipment permit or a Placer County APCD issued portable equipment permit. (California Portable Equipment Registration Program, Section 2452).</li><li>• The contractor shall utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary diesel power generators if feasible.</li><li>• During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel powered equipment.</li><li>• During construction, traffic speeds on all unpaved surfaces shall be limited to 15 miles per hour or less. (Rule 228 / section 401.2)</li></ul> |                                                       |                                                                                                                                                           |                                                                                                                                                                                         |                                                                                                                          |  |
| <p><b>MM 4.6-2 &amp; 4.4-1 Commercial Noise Controls</b></p> <p>For all commercial uses within 150 feet of residential uses, the developer shall implement the following or equally effective measures:</p> <ul style="list-style-type: none"><li>• In general, where commercial land uses adjoin residential property lines, the following measures should be included in the design of the commercial use. If the primary noise sources are parking lot noise, HVAC equipment and light truck deliveries, then 6-7 foot tall masonry walls shall be constructed to provide adequate isolation of parking lot and delivery truck activities. HVAC equipment shall be located either at ground level, or when located on roof-tops the building facades shall include parapets for shielding.</li><li>• Where commercial uses adjoin common residential property lines, and loading docks or truck circulation routes face the residential areas, the following mitigation measures shall be included in the project design:<ul style="list-style-type: none"><li>o Loading docks and truck delivery areas shall maintain a minimum distance of 30 feet from residential property lines;</li><li>o Property line barriers shall be 6 to 8 feet in height. Circulation routes for trucks should be located a minimum of 30-feet from residential property lines;</li></ul></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Project plans will be reviewed for compliance.</p> | <p><i>Pre-Construction:</i> Prior to issuance of Improvement Plans and/or Building Permits</p> <p>Add as note on Improvement Plans and Building Plans</p> | <p><u>Engineering</u> will review Improvement Plans for compliance with wall requirements.</p> <p><u>Building</u> will review Building Plans for compliance with HVAC requirements.</p> | <p>Acoustical Study if loading docks or truck delivery routes are less than 100 feet from residential property lines</p> |  |

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| <ul style="list-style-type: none"><li>o All heating, cooling and ventilation equipment shall be located within mechanical rooms where possible;</li><li>o All heating, cooling and ventilation equipment shall be shielded from view with solid barriers;</li><li>o Emergency generators shall comply with the local noise criteria at the nearest noise-sensitive receivers;</li></ul> <p>In cases where loading docks or truck delivery circulation routes are located less than 100 feet from residential property lines, an acoustical evaluation shall be submitted to verify compliance with the City of Roseville Noise Level Performance Standards.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                              |                                                                  |                                                                                       |  |
| <p><b>MM 4.6- 4: Traffic Noise Attenuation</b></p> <p><b>MM 4.6-4(a):</b> Masonry walls and/or landscaped berms shall be constructed along the major project-area roadways adjacent to proposed residential uses if acoustical studies warrant sound attenuation, otherwise standard wood fencing is acceptable. Draft EIR Table 4.6-10 data shall be consulted to determine appropriate barrier heights. If the assumptions shown in Table 4.6-10 vary considerably, a detailed analysis of exterior and interior mitigation measures should be conducted when tentative maps become available.</p> <p><b>MM 4.6-4(b):</b> In areas requiring sound attenuation, noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended for construction due to eventual warping and degradation of acoustical performance.</p> <p><b>MM 4.6-4c:</b> Tentative map applications for residential uses located along Fiddymment Road would be required to include an analysis of interior noise levels. The report shall be conducted by a qualified acoustical engineer and shall specify the measures required to achieve compliance with the City of Roseville 45 dB Ldn interior noise level standard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>The developer shall construct walls in locations consistent with the walls exhibit of the Specific Plan, which shall be a minimum of six feet tall per the Draft EIR. The developer shall include wall and/or landscaped berm details as part of Improvement Plans which demonstrate consistency with the design requirements of the measure.</p> | <p><i>Pre-Construction:</i> Prior to issuance of Improvement Plans.</p> <p>Add as note on Improvement Plans and Building Plans</p>                                                           | <p>Engineering to review plans for consistency with measure.</p> | <p>An acoustical Study, if conditions or plans deviate from Specific Plan or EIR.</p> |  |
| <p><b>WMM 4.7-13 Riparian Habitat Policies</b></p> <p>To protect riparian vegetation within the SOI Amendment Area SVSP and Urban Reserve areas, the following policies shall be implemented:</p> <p>a) The project applicant shall provide for temporary fencing along the top of the bank during construction of those areas of the proposed project adjacent to riparian habitat to discourage access to the riparian habitat by humans and pets.</p> <p>b) The project applicant shall provide for permanent fencing and/or a landscape barrier to discourage access to the riparian habitat by humans and pets. The fencing and/or landscape barrier shall be placed at the top of the bank of the creeks along those portions of the site adjacent to riparian habitat. The proposed recreation trail shall be on the project site side of the fence/landscape barrier. The fencing and/or landscape barrier shall be constructed of wood or other natural materials and shall allow for the viewing of the riparian habitat while discouraging access.</p> <p>c) Interpretive signs and displays shall be posted along the border of the riparian area to educate the public and route access away from sensitive areas. These informative signs will be posted at intervals determined appropriate by the City of Roseville Parks and Recreation Director along the border with information regarding the objectives of creek and riparian habitat protection. Signs should also include information regarding the importance of restricting access to the riparian area by household pets. Such signs will be made of wood or similar natural material, and be maintained by the Applicant.</p> <p>d) Lighting adjacent to riparian buffers should be shielded away from the riparian areas.</p> | <p>The applicants shall design the project to avoid and preserve riparian vegetation.</p>                                                                                                                                                                                                                                                            | <p><i>Pre-Construction:</i> Temporary fencing shall be installed prior to construction. Permanent measures shall be shown on Improvement Plans.</p> <p>Add as note on Improvement Plans.</p> | <p>Engineering and Parks</p>                                     | <p>None</p>                                                                           |  |
| <p><b>Use Low-Glare Materials for New Development</b></p> <p>In order to reduce the effects of daytime glare from development of commercial or office uses within the SVSP Area, building developers should make use, when feasible, of low-glare materials.</p> <p><b>MM 4.14-3 Avoid Light Spill Over into Curry Creek and Open Space Areas</b></p> <p>Outdoor lighting shall be placed, designed and directed so as to avoid light spillover into the habitat of Curry Creek and the Open Space Preserve areas located immediately adjacent to the open space, as shown on the Land Use Map as parcels KT-1, KT-40, KT-30, KT-41, DF-1, DF-2, DF-40, CG-1, CG-82m JM-21, JM-3, and JM-4.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Comply with the measure</p>                                                                                                                                                                                                                                                                                                                       | <p><i>Pre-Construction:</i> Ensure fixtures shown on Improvement Plans and Building Plans comply with the measure.</p> <p>Add as note on Improvement Plans and Building Plans</p>            | <p>Engineering and Building</p>                                  | <p>None</p>                                                                           |  |



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| <p><b>MM 4.6-1 Construction Noise Reduction</b></p> <p><b>MM 4.6-1(a):</b> Construction activities shall comply with the requirements of the City of Roseville Noise Ordinance.</p> <p><b>MM4.6-1(b):</b> Locate fixed construction equipment such as compressors and generators as far as possible from sensitive receptors. Shroud or shield all impact tools, and muffle or shield all in-take and exhaust ports on power construction equipment.</p> <p><b>MM 4.6-1(c):</b> Designate a construction disturbance coordinator and conspicuously post the Coordinator's contact information around the project site and in adjacent public spaces. The disturbance coordinator will receive all public complaints about construction noise disturbances, and will be responsible for determining the cause of the complaint, and implementing any feasible measures to be taken to alleviate the problem.</p> <p><b>MM 4.6-1(d):</b> Well drilling shall occur prior to construction of the adjacent subdivision, to the extent feasible. If construction timing for the wells occurs after subdivision construction, then measures to reduce noise shall include; hanging flexible sound control curtains around the drilling apparatus, and the drill rig, to the degree feasible, as determined by the Environmental Utilities Director, if located within 1,000-feet of an occupied residence.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Discuss during pre-construction meeting and comply with the measure.</p>                                                                                                                                                                                                                                                                                                                                                                                                         | <p><i>Pre-Construction and Construction:</i> During construction for MM 4.6-1(d), and prior to issuance of Improvement Plans and/or Building Permits for all others.</p> <p>Add as note on Improvement Plans and Building Plans</p>         | <p>Engineering staff to discuss this measure during pre-construction meeting and ensure posting has occurred.</p> <p>Environmental Utilities to address well drilling.</p> | <p>None</p>                 |  |
| <p><b>MM 4.8-3 Avoid Nesting Sites</b></p> <p>To ensure that fully protected bird and raptor species are not injured or disturbed by construction in the vicinity of nesting habitat, the project applicant shall implement the following measures:</p> <p><i>Raptors</i></p> <p>a) When feasible, all tree removal shall occur between August 30th and February 15<sup>th</sup> to avoid the breeding season of any raptor species that could be using the area, and to discourage hawks from nesting in the vicinity of an upcoming construction area.</p> <p>b) For Swainson's hawk, if avoidance of tree removal outside the breeding season is not feasible, and a nest is present, the applicants would be required to obtain a 2081 permit from CDFG to mitigate for potential "take" under CESA. If no nesting is occurring, a take permit would not be required.</p> <p>c) Prior to the beginning of mass grading, including grading for major infrastructure improvements, during the period between February 15<sup>th</sup> and August 30<sup>th</sup>, all trees and potential burrowing owl habitat within 350 feet of any grading or earthmoving activity shall be surveyed for active raptor nests or burrows by a qualified biologist no more than 30-days prior to disturbance. If active raptor nests or burrows are found, and the site is within 350-feet of potential construction activity, a highly visible temporary fence shall be erected around the tree or burrow(s) at a distance of up to 350-feet, depending on the species, from the edge of the canopy to prevent construction disturbance and intrusions on the nest area.</p> <p>d) Preconstruction and non-breeding season exclusion measures shall be developed in consultation with CDFG, and shall preclude burrowing owl occupation of the portions of the project site subject to disturbance such as grading. Burrowing owls may be passively excluded from burrows in construction areas by placing one-way doors in the burrows according to CDFG protocol. The one-way doors must be in place for a minimum of three days. All burrows that may be occupied by burrowing owls regardless of whether they exhibit signs of occupation must be cleared with the one way doors. Burrows that have been cleared through the use of the one-way doors shall then be closed or backfilled to prevent owls from entering the burrow.</p> <p>e) No construction vehicles shall be permitted within restricted areas (i.e., raptor protection zones) unless directly related to the management or protection of the legally protected species.</p> <p>f) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after August 30<sup>th</sup> or until the adults and young of the year are no longer dependent on the nest site as determined by a qualified biologist.</p> <p><i>Black Rails and Tri-colored Blackbirds</i></p> <p>Prior to earth moving that would disturb marsh habitat, a qualified biologist shall conduct surveys to determine the presence of the California black rail. If either of these species is found, all earth moving within 250 feet shall stop and measures, including establishing nest protection buffers along both sides of Curry Creek during the nesting season (generally February 1 through August 31<sup>st</sup>) shall be implemented.</p> <p><i>Rookeries</i></p> <p>No heron rookeries are present within the plan area. Prior to earthmoving that would disturb marsh habitat or tree removal of the eucalyptus grove, pre-construction surveys should be conducted to verify</p> | <p>Results of preconstruction surveys shall be submitted prior to the issuance of a grading permit or Improvement Plans. Applicable construction restrictions shall be reflected within plans. The applicants shall prepare annual reports on the status and success of mitigation and shall submit these reports to USFWS and CDFG. The applicants shall coordinate with USFWS and CDFG to modify as necessary any mitigation plans in an effort to attain mitigation success.</p> | <p><i>Pre-Construction and Construction:</i> Surveys required prior to construction. If surveys are positive for birds, then remainder of mitigation steps are required prior to construction.</p> <p>Add as note on Improvement Plans.</p> | <p>Engineering</p>                                                                                                                                                         | <p>Nesting bird surveys</p> |  |



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| that no rookeries have been established. If rookeries are present all earth moving within 250-feet shall stop, during the breeding season.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                    |                                                                                                                                                                          |                          |                                                         |  |
| <b>MM 4.13-1 Implementation of construction activity stormwater protection standards</b><br>Prior to the issuance of a City grading permit and the commencement of construction activities, compliance with the State’s General Construction permit, the City of Roseville’s Construction Standards, and the City’s Stormwater BMP Guidance Manual will be met. This includes the creation of a Storm Water Pollution Prevention Plan (SWPPP) that will identify the site, the location of sensitive habitats or watercourses, drainage areas, discharge locations, soil disturbance areas, and the locations of all runoff, erosion control, and sediment control Best Management Practices (BMPs). On-going monitoring and adjustments to the SWPPP will occur when needed to address changes in the field as construction activities evolve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The developer shall create a SWPPP, submit it to the City, and comply with its provisions.                                                                                                         | <i>Pre-Construction and Construction:</i> Submit SWPPP and ensure that BMPs remain in place during construction.<br>Add as note on Improvement Plans and Building Plans. | Engineering              | SWPPP                                                   |  |
| <b>MM 4.9-1 Cease Work and Consult with Qualified Archaeologist</b><br>Should any cultural resources, such as structural features, any amount of bone or shell, artifacts, human remains, or architectural remains, be encountered during any subsurface development activities, work shall be suspended within 100-feet of the find. The City of Roseville Planning and Public Works Staff shall be immediately notified. At that time, the City of Roseville shall coordinate any necessary investigation of the site with qualified archaeologists as needed, to assess the resource (i.e., whether it is an “historical resource” or a “unique archaeological resource”) and provide proper management recommendations should potential impacts to the resources be found to be significant. Possible management recommendations for important resources could include resource avoidance or, where avoidance is infeasible in light of project design or layout or is unnecessary to avoid significant effects, data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff, in consultation with the archaeologists, to be to avoid or minimize significant effects to the cultural resources. In addition, pursuant to Section 5097.98 or the State Public Resources Code, and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. | This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.                                      | <i>Construction:</i> Measure applies if resources are discovered during construction.<br>Add as note on Improvement Plans and Building Plans.                            | Engineering and Building | None                                                    |  |
| <b>Mitigation Measure 4.9-3 Cease Work and Consult with Qualified Paleontologist</b><br>Should any evidence of paleontological resources (e.g. fossils) be encountered during grading or excavation, work shall be suspended within 100 feet of the find, and the City of Roseville shall be immediately notified. At that time, the City shall coordinate any necessary investigation of the site with a qualified paleontologist to assess the resource and provide proper management recommendations. Possible management recommendations for important resources could include resource avoidance, if feasible in light of project design or layout, or data recovery excavations. The contractor shall implement any measures deemed feasible and necessary by City staff in consultation with the paleontologist for the protection of the paleontological resources.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | This condition shall be reflected in all construction and building plans, and construction site workers shall be advised by the site manager of this measure.                                      | <i>Construction:</i> Measure applies if resources are discovered during construction.<br>Add as note on Improvement Plans and Building Plans.                            | Engineering and Building | None                                                    |  |
| <b>MM 4.10-1 Identify Potential Hazardous Materials (soil contamination, tank or well sites, lead based paint and/or asbestos)</b><br>Prior to site development in the SVSP, recommended testing and remediation, if needed shall occur. Groundwater wells shall be properly closed.<br>If evidence of soil contamination, septic tanks, or other underground storage tanks are encountered in previously unidentified locations in the SVSP area, work shall cease until the area can be tested, and if necessary remediated and/or properly removed or closed. Remediation activities could include removal of contaminated soil, and/or onsite treatment. As part of the process, the City shall ensure that any necessary investigation and/or remediation activities are coordinated with the Roseville Fire Department, Placer County Division of Environmental Health, and if needed, other appropriate federal, state and local agencies. Once a site is remediated, construction can continue.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The applicants shall be responsible for conducting soil testing and and/or recommendation of the Phase I environmental site assessments, if conditions are encountered which warrant such studies. | <i>Construction:</i> Applies if conditions found which warrant assessment (e.g. stained soils, underground tanks).<br>Add as note on Improvement Plans.                  | Engineering and Fire     | Phase I environmental assessment, if conditions warrant |  |
| <b>MM 4.12.4-2 Divert Construction Debris</b><br>The applicants shall ensure a 50% reduction in the construction waste stream generated from development within the SVSP. In Developer contracts with construction contractors and their sub-contractors, the Developer shall require that construction waste be reduced by 50%. The Developer shall further require that contractors and sub-contractors submit records of diversion and disposal to the City’s Environmental Utilities Department in order to verify compliance with this requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Comply with the measure                                                                                                                                                                            | <i>Construction:</i> Contractor to ensure diversion occurs during construction.<br>Add as note on Improvement Plans and Building Plans.                                  | Environmental Utilities  | Records of diversion                                    |  |

NOTE: This table is provided as a courtesy to the developer, to highlight the text of measures which are required to be placed on Improvement Plans and/or Building Plans. Refer to the applicable environmental document (e.g. Environmental Impact Report) for a full list of measures, and for context. Other measures may be applicable, but are not included here because they have already been completed or they are addressed via other mechanisms (e.g. development fees).

Traffic Noise Assessment

**Sierra Vista TM3 Residential Development  
Villages FD-8A, 8B, 10, 23**

Roseville, California

BAC Job # 2020-148

Prepared For:

**John Mourier Construction, Inc.**

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Roseville, CA 95747

Prepared By:

**Bollard Acoustical Consultants, Inc.**



Dario Gotchet, Senior Consultant

November 10, 2020



## Introduction

The Sierra Vista TM3 Residential Development (project) is located west of Fiddymment Road, north of Baseline Road, south of Pleasant Grove Boulevard, and east of the future Watt Avenue extension (Santucci Boulevard) in the City of Roseville, California. The project consists of the Villages FD-8A, 8B, 10 and 23 subdivisions, located within the Sierra Vista Specific Plan. The project area and site plan are provided as Figures 1 and 2, respectively.

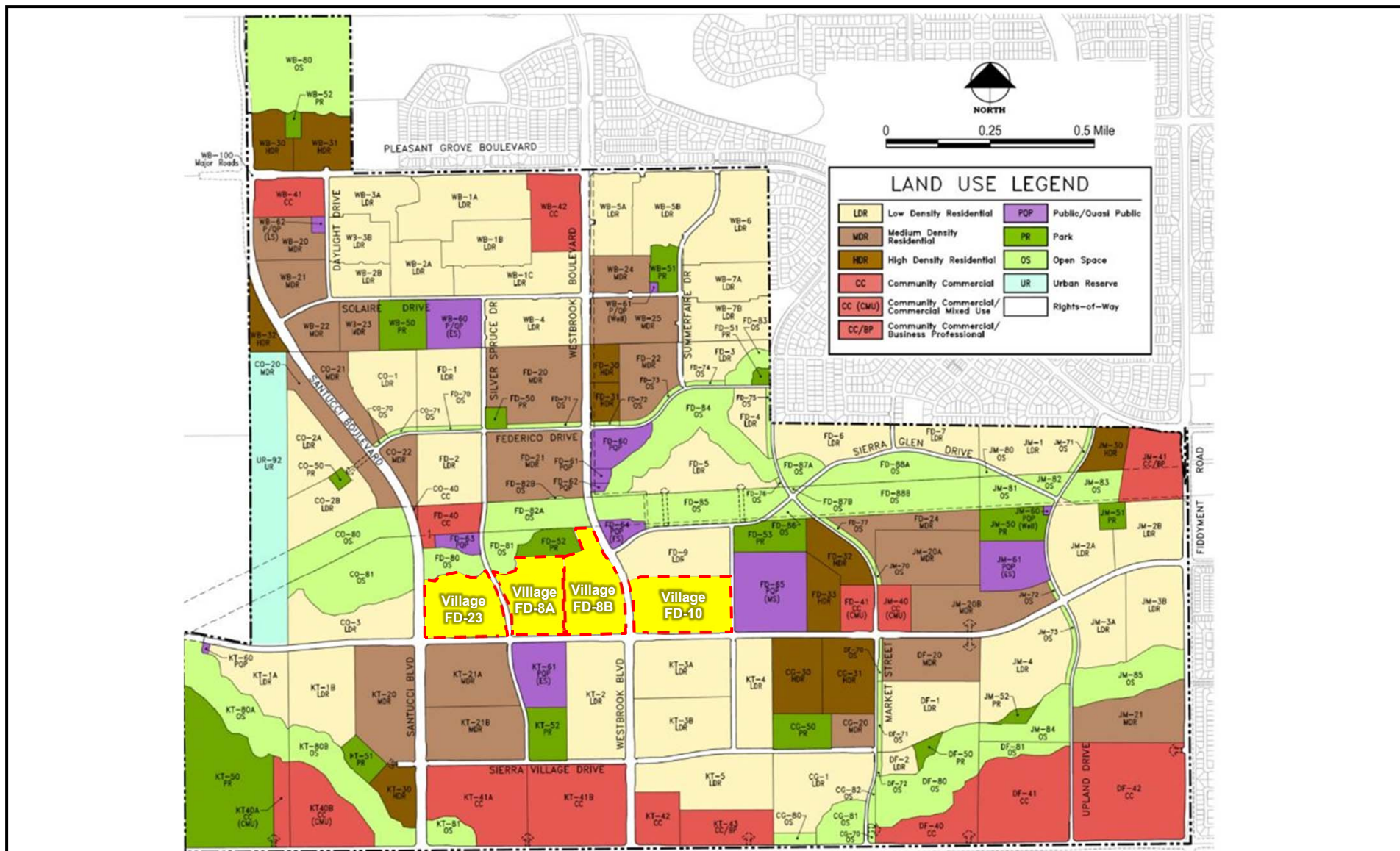
Due to the proximity of the residential uses of the proposed project to future Vista Grande Boulevard, BAC was retained by the project applicant to prepare this assessment. Specifically, the purposes of this assessment are to quantify noise levels associated with traffic on future Vista Grande Boulevard, and to compare those levels against the applicable City of Roseville and Sierra Vista Specific Plan noise standards for acceptable noise exposure.

## Noise Fundamentals and Terminology

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 3 shows common noise levels associated with various sources.

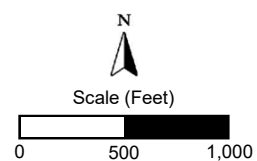
The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level ( $L_{eq}$ ) over a given time period (usually one hour). The  $L_{eq}$  is the foundation of the Day-Night Average Level noise descriptor,  $L_{dn}$  or DNL, and shows very good correlation with community response to noise.



### Legend

Project Subdivision Boundaries (Approximate)



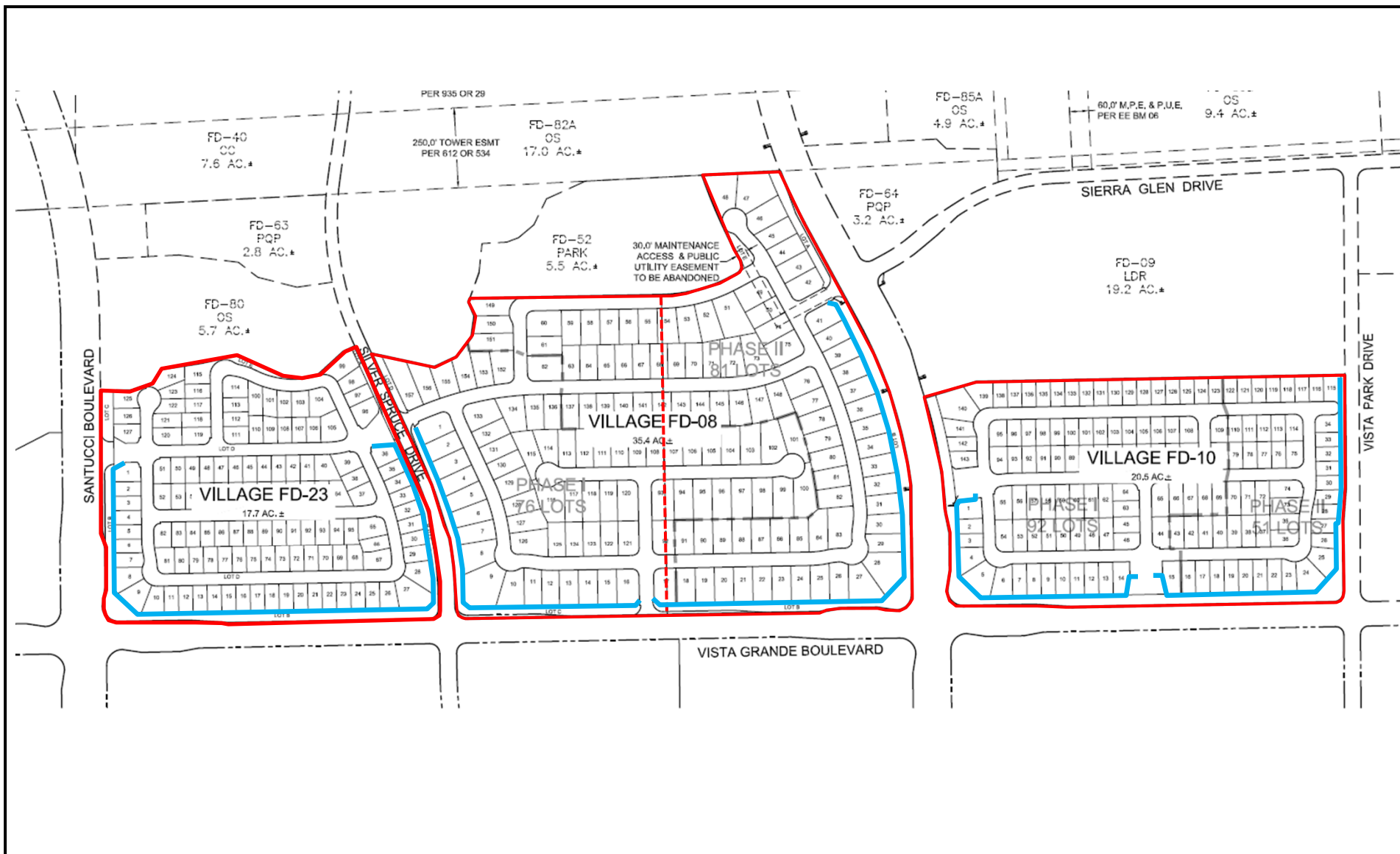
Sierra Vista TM3 Residential Development  
Villages FD-8A, 8B, 10 & 23  
Roseville, California

Project Site Location

Figure 1

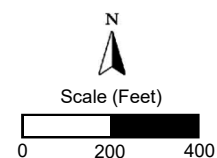






### Legend

- Project Subdivision Boundaries (Approximate)
- Proposed Traffic Noise Barriers



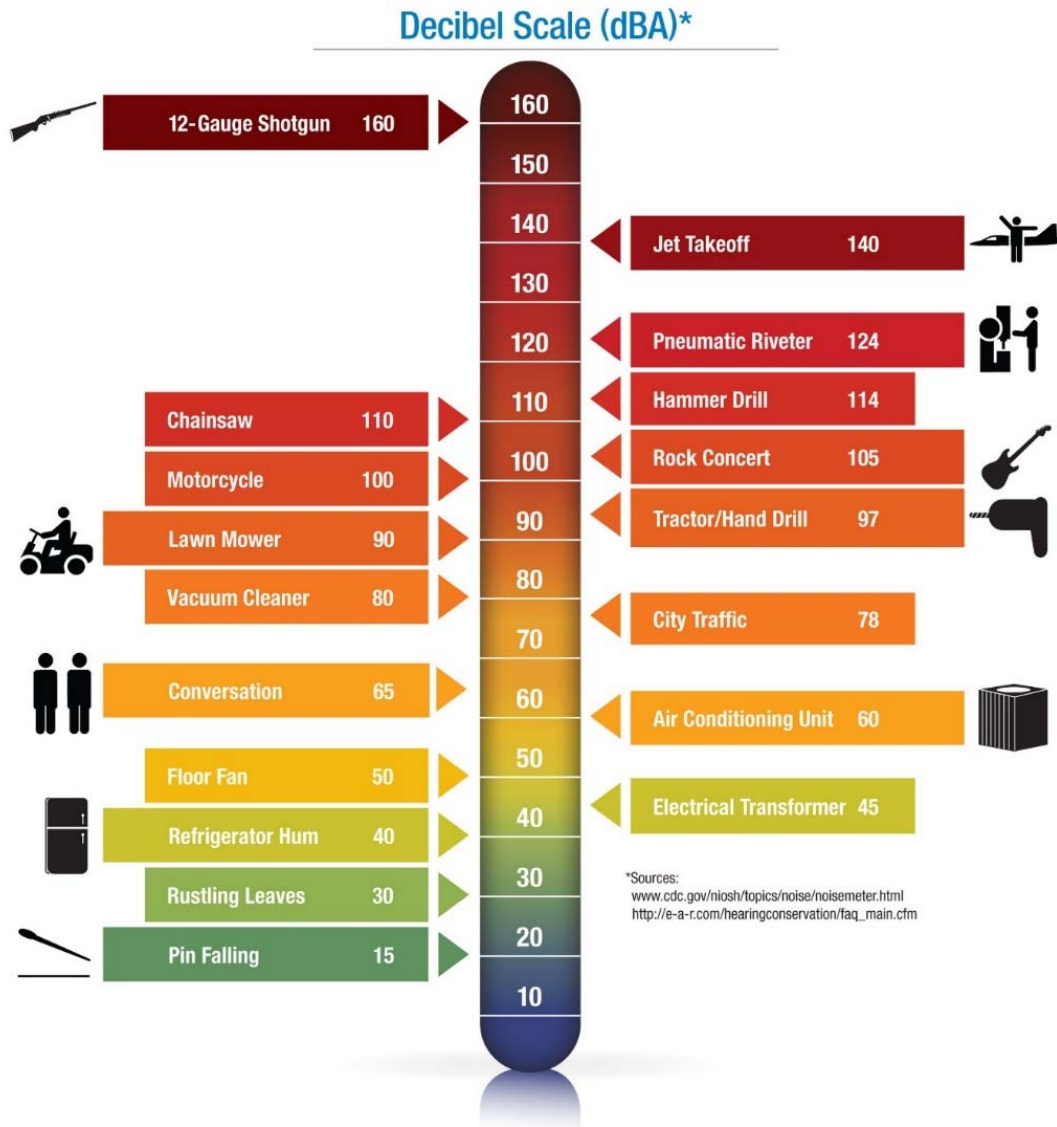
Sierra Vista TM3 Residential Development  
Villages FD-8A, 8B, 10 & 23  
Roseville, California

Project Subdivisions – Site Plan

Figure 1



**Figure 3**  
**Typical A-Weighted Sound Levels of Common Noise Sources**



The Day-Night Average Level (DNL) is based upon the average noise level over a 24-hour day, with a +10-decibel weighting applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because DNL represents a 24-hour average, it tends to disguise short-term variations in the noise environment. DNL-based noise standards are commonly used to assess noise impacts associated with traffic, railroad, and aircraft noise sources.

## Criteria for Acceptable Noise Exposure

### City of Roseville General Plan 2035

The Noise Element of the Roseville General Plan 2035 contains goals and policies intended to protect city residents from the harmful and annoying effects of exposure to excessive noise. The General Plan policies which would be applicable to this project are reproduced below:

#### Transportation Noise Sources

- Policy 1** Allow the development of new noise-sensitive land uses (which include but are not limited to residential, schools, and hospitals) only in areas exposed to existing or projected levels of noise from transportation noise sources which satisfy the levels specified in Table 1. Noise mitigation measures may be required to reduce noise in outdoor activity areas and interior spaces to the levels specified in Table 1.

Recognizing that in increasingly urban areas it is difficult to maintain suburban noise standards, and in order to facilitate the City's goals to encourage reinvestment and economic development in the Riverside and Downtown Specific Plan areas, the City may elect to allow new noise-sensitive land uses on a case by case basis in proximity to transportation sources. Noise mitigation, including an acoustical analysis, would be required to reduce interior space noise levels to the standards specified in Table 1. Exterior noise levels would require mitigation to the extent feasible using building orientation, construction, and design features; however ultimately, noise levels may exceed the noise standards identified in Table 1.

- Policy 2** Require new roadway improvement projects to be mitigated so as not to exceed the noise levels specified in Table 1 at outdoor activity areas or interior spaces of existing noise-sensitive land uses.

- Policy 3** Evaluate new transportation projects, such as light and heavy rail, using the standards contained in Table 1. However, noise from these projects may be allowed to exceed the standards contained in Table 1 if the City Council finds that there are special overriding circumstances.

- Policy 4** Require an acoustical analysis where:
- a. Noise sensitive land uses are proposed in areas exposed to existing or projected noise levels exceeding the levels specified in Table 1;
  - b. Proposed transportation noise source projects are likely to produce noise levels exceeding the levels specified in Table 1 at existing or planned noise-sensitive uses.

An acoustical analysis shall be required as part of the environmental review process so that noise mitigation may be considered in the project design.

**Policy 5** Work in cooperation with Caltrans and the Union Pacific Transportation Company to maintain noise level standards for both new and existing projects in compliance with Table 1.

**Table 1**  
**Maximum Allowable Noise Exposure - Transportation Noise Sources**  
**City of Roseville General Plan Noise Element**

| Land Use                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Outdoor Activity Areas <sup>1</sup> | Interior Spaces           |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------|-----------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | L <sub>dn</sub> /CNEL, dB           | L <sub>dn</sub> /CNEL, dB | L <sub>eq</sub> , dB <sup>2</sup> |
| Residential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 60 <sup>3</sup>                     | 45                        | --                                |
| Transient lodging                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 60 <sup>3</sup>                     | 45                        | --                                |
| Hospitals, nursing homes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 60 <sup>3</sup>                     | 45                        | --                                |
| Theaters, auditoriums, music halls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | --                                  | --                        | 35                                |
| Churches, meeting halls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 60 <sup>3</sup>                     | --                        | 40                                |
| Office buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 65                                  | --                        | 45                                |
| Schools, libraries, museums                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | --                                  | --                        | 45                                |
| Playgrounds, neighborhood parks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 70                                  | --                        | --                                |
| <p><sup>1</sup> Outdoor activity areas for residential developments are considered to be the backyard patios or decks of single-family dwelling, and the patios or common areas where people generally congregate for multi-family development. Outdoor activity areas for non-residential developments are considered to be those common areas where people generally congregate, including pedestrian plazas, seating areas and outside lunch facilities. Where the location of outdoor activity areas is unknown, the exterior noise level standard shall be applied to the property line of the receiving land use.</p> <p><sup>2</sup> As determined for a typical worst-case hour during periods of use.</p> <p><sup>3</sup> Where it is not possible to reduce noise in outdoor activity areas to 60 dB L<sub>dn</sub>/CNEL or less using a practical application of the best-available noise reduction measures, an exterior noise level of up to 75 dB L<sub>dn</sub>/CNEL may be allowed provided that available exterior noise level reduction measures have been implemented and interior noise levels are in compliance with this table.</p> <p><b>Note:</b> Where a proposed use is not specifically listed on this table, the use shall comply with the noise exposure standards for the nearest similar use as determined by the Planning Department. Commercial and industrial uses have not been listed because such uses are not considered to be particularly sensitive to noise exposure.</p> <p>-- = not applicable</p> <p>L<sub>dn</sub> = Day-Night Average Sound Level</p> <p>CNEL = Community Noise Equivalent Level</p> <p>dB = Decibels</p> <p>L<sub>eq</sub> = Noise Equivalent Level</p> <p>Source: City of Roseville General Plan</p> |                                     |                           |                                   |

## Sierra Vista Specific Plan Final EIR

The Sierra Vista Specific Plan Final EIR (May 2010) contains mitigation measures intended to protect future city residents from the harmful and annoying effects of exposure to excessive noise. The transportation noise related mitigation measures of the specific plan are reproduced below:



**WMM 4.5-8     *On-site Traffic Noise Attenuation (Impact 4.6-6 SVSP and Urban Reserve)***

The project developer shall demonstrate through an acoustical study that residences along roadways will be subject to noise levels consistent with the City's standards. The standards could be achieved through a combination of setbacks, sound walls or other barriers, building orientation or other measures. An acoustical analysis shall be required to demonstrate that these measures will result in acceptable noise levels.

**WMM 4.5-10     *On-site Traffic Noise Policies (Impact 4.6-6 and 4.6-8 Urban Reserve)***

Specific Plans and/or other development proposals in the Remainder Area Urban Reserve shall include policies and/or conditions that require that residential development adjacent to roadways will be subject to traffic noise levels that fall within City standards. The standards could be achieved through a combination of setbacks, sound walls or other barriers, building orientation or other measures. An acoustical analysis shall be required to demonstrate that these measures will result in acceptable noise levels.

**MM 4.6- 4:     *Traffic Noise Attenuation (Impact 4.6-6 and 4.6-8 SVSP)***

**MM 4.6-4(a):** Masonry walls and/or landscaped berms shall be constructed along the major project-area roadways adjacent to proposed residential uses if acoustical studies warrant sound attenuation, otherwise standard wood fencing is acceptable. Draft EIR Table 4.6-10 data shall be consulted to determine appropriate barrier heights. If the assumptions shown in Table 4.6-10 vary considerably, a detailed analysis of exterior and interior mitigation measures should be conducted when tentative maps become available.

**MM 4.6-4(b):** In areas requiring sound attenuation, noise barrier walls shall be constructed of concrete panels, concrete masonry units, earthen berms, or any combination of these materials. Wood is not recommended for construction due to eventual warping and degradation of acoustical performance.

**MM 4.6-4(c):** Tentative map applications for residential uses located along Fiddymont Road would be required to include an analysis of interior noise levels. The report shall be conducted by a qualified acoustical engineer and shall specify the measures required to achieve compliance with the City of Roseville 45 dB L<sub>dn</sub> interior noise level standard.

## Evaluation of Future Traffic Noise Environment at Project Subdivisions

### Traffic Noise Prediction Methodology

The Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA-RD-77-108) was used to predict traffic noise levels at project subdivisions. The model is based upon the CALVENO noise emission factors for automobiles, medium trucks, and heavy trucks, with consideration given to vehicle volume, speed, roadway configuration, distance to the receiver, and the acoustical characteristics of the site. The FHWA Model was developed to predict hourly  $L_{eq}$  values for free-flowing traffic conditions and is considered to be accurate within 1.5 dB in most situations.

### Predicted Future Exterior Traffic Noise Levels

The FHWA Model was used with future traffic volume data cited in the Sierra Vista Specific Plan FEIR to predict future Vista Grande Boulevard traffic noise levels at the project subdivisions (Villages FD-8A, 8B, 10 and 23). The FHWA Model inputs and predicted future traffic noise levels at the proposed subdivisions are shown in Appendix B and are summarized in Table 2.

Predicted future Vista Grande Boulevard traffic noise levels at first-floor locations take into consideration the shielding that would be provided by proposed retaining wall / sound wall combination noise barriers along the backyards of lots proposed adjacent to the roadway. The locations of the proposed noise barriers are shown on Figure 2. Noise barrier effectiveness worksheets for the noise barriers are provided in Appendix C. The results presented in Appendix C include consideration of barrier, lot, and roadway elevations as indicated in the provided site plans. Because upper-floor building facades of the residences constructed adjacent to Vista Grande Boulevard would not receive shielding from the proposed barriers, a barrier analysis was not conducted for those locations.

**Table 2**  
**Predicted Future Vista Grande Boulevard Exterior Traffic Noise Levels at Project Subdivisions<sup>1</sup>**

| Subdivision | Lot | Predicted Noise Level, DNL (dB) |                           |                           |
|-------------|-----|---------------------------------|---------------------------|---------------------------|
|             |     | Backyard <sup>2</sup>           | First-Floors <sup>2</sup> | Upper-Floors <sup>3</sup> |
| FD-8A       | 9   | 49                              | 49                        | 64                        |
|             | 12  | 48                              | 49                        | 64                        |
|             | 16  | 48                              | 49                        | 64                        |
| FD-8B       | 17  | 48                              | 49                        | 64                        |
|             | 23  | 49                              | 50                        | 64                        |
|             | 28  | 53                              | 54                        | 64                        |
| FD-10       | 5   | 54                              | 54                        | 64                        |
|             | 9   | 54                              | 53                        | 64                        |
|             | 14  | 53                              | 53                        | 64                        |
|             | 19  | 55                              | 54                        | 64                        |
|             | 24  | 54                              | 54                        | 64                        |
| FD-23       | 9   | 51                              | 51                        | 64                        |
|             | 14  | 51                              | 51                        | 64                        |
|             | 19  | 50                              | 51                        | 64                        |
|             | 23  | 49                              | 50                        | 64                        |
|             | 27  | 50                              | 51                        | 64                        |

<sup>1</sup> Detailed FHWA Model Inputs are provided as Appendix B.

<sup>2</sup> Predicted future traffic noise levels at first-floor locations include consideration the proposed noise barriers along the roadway. Figure 2 shows the locations of the proposed noise barriers. Noise barrier effectiveness worksheets are provided as Appendix C.

<sup>3</sup> Because the upper-floor facades would not receive shielding from the proposed barriers, no barrier analysis was conducted for those locations. In addition, an offset of +3 dB was applied at upper-floor facades due to reduced ground absorption of sound at elevated positions.

Source: Bollard Acoustical Consultants, Inc. (2020)

### Analysis of Future Exterior Traffic Noise Exposure at Outdoor Activity Areas

As indicated in Table 2, future Vista Grande Boulevard traffic noise levels at the proposed outdoor activity areas (backyards) nearest to the roadway are predicted to satisfy the City of Roseville General Plan exterior noise level standard of 60 dB DNL, including consideration of the screening provided by the proposed noise barriers. As a result, no further consideration of exterior Vista Grande Boulevard traffic noise mitigation measures would be warranted for the project.

### Analysis of Future Interior Traffic Noise Exposure within Residences

As indicated in Table 2, future Vista Grande Boulevard traffic noise levels at the first-floor building facades nearest to the roadway are predicted to range from 49 to 55 dB DNL, including consideration of the screening that would be provided by the proposed noise barriers. Due to reduced ground absorption at elevated positions and lack of shielding by the proposed noise barriers, noise levels at the upper-floor facades of those residences are predicted to be

approximately 64 dB DNL. In order to satisfy the City of Roseville General Plan 45 dB DNL interior noise level standard, minimum noise reductions of 10 dB and 19 dB would be required of the first- and upper-floor building facades (respectively) of the residences constructed adjacent to the roadway.

Standard residential construction (stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof), typically results in an exterior to interior noise reduction of at least 25 dB with windows closed and approximately 15 dB with windows open. This level of noise reduction would be adequate to reduce future Vista Grande Boulevard traffic noise levels within first- and upper-floors of all residences in this development to 45 dB DNL or less. As a result, consideration of additional building facade construction improvements for future Vista Grande Boulevard traffic noise exposure would not be required for residences of this development provided mechanical ventilation (air conditioning) is included to allow occupants to close doors and windows as desired for additional acoustical isolation.

## Conclusions

The Sierra Vista TM3 Residential Development (Villages FD-8A, 8B, 10 and 23) is predicted to be exposed to future Vista Grande Boulevard traffic noise exposure in compliance with the applicable City of Roseville General Plan exterior and interior noise level standards for residential uses, including consideration of the screening provided proposed noise barriers. In addition, based on the analyses contained in this report, and after a review of the proposed noise barriers contained in the provided site plans, the project would also comply with applicable transportation noise related mitigation measures identified in the Sierra Vista Specific Plan Final EIR. Nonetheless, air conditioning should be provided for all residences of the development so that windows can be kept closed at the occupant's discretion to control interior noise.

These conclusions are based on the future traffic data cited in Appendix B, the project site plan shown on Figure 2, and on noise reduction data for standard residential dwellings and for typical STC rated window data. Deviations from the above-mentioned resources could cause future traffic noise levels to differ from those predicted in this assessment. In addition, Bollard Acoustical Consultants, Inc. is not responsible for degradation in acoustic performance of the residential construction due to poor construction practices, failure to comply with applicable building code requirements, or for failure to adhere to the minimum building practices cited in this report.

This concludes BAC's traffic noise assessment for the proposed Sierra Vista TM3 Residential Development (Villages FD-8A, 8B, 10 and 23) in Roseville, California. Please contact BAC at (916) 663-0500 or [dariog@bacnoise.com](mailto:dariog@bacnoise.com) with any questions regarding this assessment.

## Appendix A

### Acoustical Terminology

|                        |                                                                                                                                                                                                                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acoustics</b>       | The science of sound.                                                                                                                                                                                                                                                                        |
| <b>Ambient Noise</b>   | The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.                          |
| <b>Attenuation</b>     | The reduction of an acoustic signal.                                                                                                                                                                                                                                                         |
| <b>A-Weighting</b>     | A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.                                                                                                                                                                      |
| <b>Decibel or dB</b>   | Fundamental unit of sound. A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.                                                                                                              |
| <b>CNEL</b>            | Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.                                                        |
| <b>Frequency</b>       | The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.                                                                                                                                                                                    |
| <b>IIC</b>             | Impact Insulation Class (IIC): A single-number representation of a floor/ceiling partition's impact generated noise insulation performance. The field-measured version of this number is the FIIC.                                                                                           |
| <b>Ldn</b>             | Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.                                                                                                                                                                                                                |
| <b>Leq</b>             | Equivalent or energy-averaged sound level.                                                                                                                                                                                                                                                   |
| <b>Lmax</b>            | The highest root-mean-square (RMS) sound level measured over a given period of time.                                                                                                                                                                                                         |
| <b>Loudness</b>        | A subjective term for the sensation of the magnitude of sound.                                                                                                                                                                                                                               |
| <b>Masking</b>         | The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.                                                                                                                                                      |
| <b>Noise</b>           | Unwanted sound.                                                                                                                                                                                                                                                                              |
| <b>Peak Noise</b>      | The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.                                                                                                  |
| <b>RT<sub>60</sub></b> | The time it takes reverberant sound to decay by 60 dB once the source has been removed.                                                                                                                                                                                                      |
| <b>STC</b>             | Sound Transmission Class (STC): A single-number representation of a partition's noise insulation performance. This number is based on laboratory-measured, 16-band (1/3-octave) transmission loss (TL) data of the subject partition. The field-measured version of this number is the FSTC. |



**Appendix B-1**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
Roadway Name: Vista Grande Boulevard

**Traffic Data:**

Year: Future  
Average Daily Traffic Volume: 9,500  
Percent Daytime Traffic: 83  
Percent Nighttime Traffic: 17  
Percent Medium Trucks (2 axle): 2  
Percent Heavy Trucks (3+ axle): 1  
Assumed Vehicle Speed (mph): 35  
Intervening Ground Type (hard/soft): **Soft**

**Traffic Noise Levels:**

|             |                             |          |             | ----- DNL, dB ----- |               |              |       |
|-------------|-----------------------------|----------|-------------|---------------------|---------------|--------------|-------|
| Subdivision | Description                 | Distance | Offset (dB) | Autos               | Medium Trucks | Heavy Trucks | Total |
| FD-8A       | Nearest backyards           | 80       |             | 60                  | 53            | 55           | 62    |
|             | Nearest first-floor facades | 90       |             | 59                  | 52            | 54           | 61    |
|             | Nearest upper-floor facades | 90       | 3           | 62                  | 55            | 57           | 64    |

**Traffic Noise Contours (No Calibration Offset):**

| DNL Contour, dB | Distance from Centerline, (ft) |
|-----------------|--------------------------------|
| 75              | 10                             |
| 70              | 22                             |
| 65              | 48                             |
| 60              | 103                            |

**Notes:**

1. Future average daily traffic volume (ADT) was obtained from the Sierra Vista Specific Plan FEIR, Table 4.6-11 (Date: May 2010; ADT - 9,500). Vista Grande Boulevard referred to as "Road B" in the FEIR.
2. An offset of +3 dB was applied at upper-floor facades due to reduced ground absorption of sound at elevated positions.

**Appendix B-2**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
Roadway Name: Vista Grande Boulevard

**Traffic Data:**

Year: Future  
Average Daily Traffic Volume: 9,500  
Percent Daytime Traffic: 83  
Percent Nighttime Traffic: 17  
Percent Medium Trucks (2 axle): 2  
Percent Heavy Trucks (3+ axle): 1  
Assumed Vehicle Speed (mph): 35  
Intervening Ground Type (hard/soft): **Soft**

**Traffic Noise Levels:**

|             |                             |          |             | ----- DNL, dB ----- |               |              |       |
|-------------|-----------------------------|----------|-------------|---------------------|---------------|--------------|-------|
| Subdivision | Description                 | Distance | Offset (dB) | Autos               | Medium Trucks | Heavy Trucks | Total |
| FD-8B       | Nearest backyards           | 80       |             | 60                  | 53            | 55           | 62    |
|             | Nearest first-floor facades | 90       |             | 59                  | 52            | 54           | 61    |
|             | Nearest upper-floor facades | 90       | 3           | 62                  | 55            | 57           | 64    |

**Traffic Noise Contours (No Calibration Offset):**

| DNL Contour, dB | Distance from Centerline, (ft) |
|-----------------|--------------------------------|
| 75              | 10                             |
| 70              | 22                             |
| 65              | 48                             |
| 60              | 103                            |

**Notes:**

1. Future average daily traffic volume (ADT) was obtained from the Sierra Vista Specific Plan FEIR, Table 4.6-11 (Date: May 2010; ADT - 9,500). Vista Grande Boulevard referred to as "Road B" in the FEIR.
2. An offset of +3 dB was applied at upper-floor facades due to reduced ground absorption of sound at elevated positions.

**Appendix B-3**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
Roadway Name: Vista Grande Boulevard

**Traffic Data:**

Year: Future  
Average Daily Traffic Volume: 9,500  
Percent Daytime Traffic: 83  
Percent Nighttime Traffic: 17  
Percent Medium Trucks (2 axle): 2  
Percent Heavy Trucks (3+ axle): 1  
Assumed Vehicle Speed (mph): 35  
Intervening Ground Type (hard/soft): **Soft**

**Traffic Noise Levels:**

|             |                             |          |             | ----- DNL, dB ----- |               |              |       |
|-------------|-----------------------------|----------|-------------|---------------------|---------------|--------------|-------|
| Subdivision | Description                 | Distance | Offset (dB) | Autos               | Medium Trucks | Heavy Trucks | Total |
| FD-10       | Nearest backyards           | 80       |             | 60                  | 53            | 55           | 62    |
|             | Nearest first-floor facades | 90       |             | 59                  | 52            | 54           | 61    |
|             | Nearest upper-floor facades | 90       | 3           | 62                  | 55            | 57           | 64    |

**Traffic Noise Contours (No Calibration Offset):**

| DNL Contour, dB | Distance from Centerline, (ft) |
|-----------------|--------------------------------|
| 75              | 10                             |
| 70              | 22                             |
| 65              | 48                             |
| 60              | 103                            |

**Notes:**

1. Future average daily traffic volume (ADT) was obtained from the Sierra Vista Specific Plan FEIR, Table 4.6-11 (Date: May 2010; ADT - 9,500). Vista Grande Boulevard referred to as "Road B" in the FEIR.
2. An offset of +3 dB was applied at upper-floor facades due to reduced ground absorption of sound at elevated positions.



**Appendix B-4**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
Roadway Name: Vista Grande Boulevard

**Traffic Data:**

Year: Future  
Average Daily Traffic Volume: 9,500  
Percent Daytime Traffic: 83  
Percent Nighttime Traffic: 17  
Percent Medium Trucks (2 axle): 2  
Percent Heavy Trucks (3+ axle): 1  
Assumed Vehicle Speed (mph): 35  
Intervening Ground Type (hard/soft): **Soft**

**Traffic Noise Levels:**

|             |                             |          |             | ----- DNL, dB ----- |               |              |       |
|-------------|-----------------------------|----------|-------------|---------------------|---------------|--------------|-------|
| Subdivision | Description                 | Distance | Offset (dB) | Autos               | Medium Trucks | Heavy Trucks | Total |
| FD-23       | Nearest backyards           | 80       |             | 60                  | 53            | 55           | 62    |
|             | Nearest first-floor facades | 90       |             | 59                  | 52            | 54           | 61    |
|             | Nearest upper-floor facades | 90       | 3           | 62                  | 55            | 57           | 64    |

**Traffic Noise Contours (No Calibration Offset):**

| DNL Contour, dB | Distance from Centerline, (ft) |
|-----------------|--------------------------------|
| 75              | 10                             |
| 70              | 22                             |
| 65              | 48                             |
| 60              | 103                            |

**Notes:**

1. Future average daily traffic volume (ADT) was obtained from the Sierra Vista Specific Plan FEIR, Table 4.6-11 (Date: May 2010; ADT - 9,500). Vista Grande Boulevard referred to as "Road B" in the FEIR.
2. An offset of +3 dB was applied at upper-floor facades due to reduced ground absorption of sound at elevated positions.

**Appendix C-1**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-8A: Lot 9 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 109                                 | 12                     | 46                  | 40               | 42              | <b>49</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 117                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-2**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8A: Lot 9 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 109                                 | 12                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 45                  | 37               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 36               | 40              | <b>45</b> | Yes                                | Yes               | Yes              |
| 117                                 | 20                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-3**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-8A: Lot 12 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 99  
 Medium Truck Elevation: 101  
 Heavy Truck Elevation: 107  
 Pad/Ground Elevation at Receiver: 99  
 Receiver Elevation: 104  
 Base of Barrier Elevation: 99  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 111                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 112                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 113                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 115                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 116                                 | 17                     | 44                  | 37               | 39              | <b>46</b> | Yes                                | Yes               | Yes              |
| 117                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 118                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 119                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-4**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8A: Lot 12 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 99  
 Medium Truck Elevation: 101  
 Heavy Truck Elevation: 107  
 Pad/Ground Elevation at Receiver: 99  
 Receiver Elevation: 104  
 Base of Barrier Elevation: 99  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 111                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 112                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 113                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 114                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 115                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 116                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 117                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 118                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 119                                 | 20                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-5**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-8A: Lot 16 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 100  
 Receiver Elevation: 105  
 Base of Barrier Elevation: 100  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 112                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 113                                 | 13                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 115                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 116                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 117                                 | 17                     | 44                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 118                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 119                                 | 19                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |
| 120                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-6**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8A: Lot 16 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 100  
 Receiver Elevation: 105  
 Base of Barrier Elevation: 100  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 112                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 113                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 114                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 115                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 116                                 | 16                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 117                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 118                                 | 18                     | 43                  | 37               | 40              | <b>45</b> | Yes                                | Yes               | Yes              |
| 119                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 120                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-7**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-8B: Lot 17 - Backyard  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 10  
 Automobile Elevation: 100  
 Medium Truck Elevation: 102  
 Heavy Truck Elevation: 108  
 Pad/Ground Elevation at Receiver: 101  
 Receiver Elevation: 106  
 Base of Barrier Elevation: 101  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 114                                 | 13                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 115                                 | 14                     | 45                  | 38               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 116                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 117                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 118                                 | 17                     | 44                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 119                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 120                                 | 19                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |
| 121                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).



**Appendix C-8**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8B: Lot 17 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 100  
 Medium Truck Elevation: 102  
 Heavy Truck Elevation: 108  
 Pad/Ground Elevation at Receiver: 101  
 Receiver Elevation: 106  
 Base of Barrier Elevation: 101  
 Starting Barrier Height: 12

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 12                     | 46                  | 39               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 114                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 115                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 116                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 117                                 | 16                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 118                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 119                                 | 18                     | 43                  | 37               | 40              | <b>45</b> | Yes                                | Yes               | Yes              |
| 120                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 121                                 | 20                     | 43                  | 36               | 38              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

Appendix C-9  
 FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)  
 Noise Barrier Effectiveness Prediction Worksheet

Project Information: Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

Noise Level Data: Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

Site Geometry: Receiver Description: FD-8B: Lot 23 - Backyard  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 10  
 Automobile Elevation: 102  
 Medium Truck Elevation: 104  
 Heavy Truck Elevation: 110  
 Pad/Ground Elevation at Receiver: 102  
 Receiver Elevation: 107  
 Base of Barrier Elevation: 102  
 Starting Barrier Height: 11

Barrier Effectiveness:

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |       | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 11                     | 47                  | 40               | 43              | 49    | Yes                                | Yes               | Yes              |
| 114                                 | 12                     | 46                  | 39               | 42              | 48    | Yes                                | Yes               | Yes              |
| 115                                 | 13                     | 46                  | 39               | 42              | 48    | Yes                                | Yes               | Yes              |
| 116                                 | 14                     | 45                  | 38               | 41              | 47    | Yes                                | Yes               | Yes              |
| 117                                 | 15                     | 45                  | 37               | 40              | 47    | Yes                                | Yes               | Yes              |
| 118                                 | 16                     | 44                  | 37               | 40              | 46    | Yes                                | Yes               | Yes              |
| 119                                 | 17                     | 44                  | 37               | 39              | 46    | Yes                                | Yes               | Yes              |
| 120                                 | 18                     | 43                  | 36               | 39              | 45    | Yes                                | Yes               | Yes              |
| 121                                 | 19                     | 43                  | 36               | 39              | 45    | Yes                                | Yes               | Yes              |

Notes: 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-10**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8B: Lot 23 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 102  
 Medium Truck Elevation: 104  
 Heavy Truck Elevation: 110  
 Pad/Ground Elevation at Receiver: 102  
 Receiver Elevation: 107  
 Base of Barrier Elevation: 102  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 114                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 115                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 116                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 117                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 118                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 119                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 120                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 121                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-11**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-8B: Lot 28 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 109  
 Medium Truck Elevation: 111  
 Heavy Truck Elevation: 117  
 Pad/Ground Elevation at Receiver: 105  
 Receiver Elevation: 110  
 Base of Barrier Elevation: 105  
 Starting Barrier Height: 8

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 8                      | 51                  | 44               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 114                                 | 9                      | 50                  | 43               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 115                                 | 10                     | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 116                                 | 11                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 117                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 118                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 119                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 120                                 | 15                     | 45                  | 38               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 121                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-12**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-8B: Lot 28 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 109  
 Medium Truck Elevation: 111  
 Heavy Truck Elevation: 117  
 Pad/Ground Elevation at Receiver: 105  
 Receiver Elevation: 110  
 Base of Barrier Elevation: 105  
 Starting Barrier Height: 8

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 113                                 | 8                      | 51                  | 45               | 48              | <b>54</b> | Yes                                | Yes               | Yes              |
| 114                                 | 9                      | 50                  | 43               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 115                                 | 10                     | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 116                                 | 11                     | 48                  | 41               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 117                                 | 12                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 118                                 | 13                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 119                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 120                                 | 15                     | 45                  | 38               | 42              | <b>47</b> | Yes                                | Yes               | Yes              |
| 121                                 | 16                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-13**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-10: Lot 5 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 107  
 Medium Truck Elevation: 109  
 Heavy Truck Elevation: 115  
 Pad/Ground Elevation at Receiver: 107  
 Receiver Elevation: 112  
 Base of Barrier Elevation: 107  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 114                                 | 7                      | 52                  | 45               | 49              | <b>54</b> | Yes                                | Yes               | Yes              |
| 115                                 | 8                      | 50                  | 44               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 116                                 | 9                      | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 117                                 | 10                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 118                                 | 11                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 119                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 120                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 121                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 122                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-14**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-10: Lot 5 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 107  
 Medium Truck Elevation: 109  
 Heavy Truck Elevation: 115  
 Pad/Ground Elevation at Receiver: 107  
 Receiver Elevation: 112  
 Base of Barrier Elevation: 107  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 114                                 | 7                      | 52                  | 45               | 49              | <b>54</b> | Yes                                | Yes               | Yes              |
| 115                                 | 8                      | 51                  | 44               | 48              | <b>53</b> | Yes                                | Yes               | Yes              |
| 116                                 | 9                      | 49                  | 43               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 117                                 | 10                     | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 118                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 119                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 120                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 121                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 122                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-15**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-10: Lot 9 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 105  
 Medium Truck Elevation: 107  
 Heavy Truck Elevation: 113  
 Pad/Ground Elevation at Receiver: 108  
 Receiver Elevation: 113  
 Base of Barrier Elevation: 108  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 115                                 | 7                      | 51                  | 45               | 48              | <b>54</b> | Yes                                | Yes               | Yes              |
| 116                                 | 8                      | 50                  | 43               | 47              | <b>52</b> | Yes                                | Yes               | Yes              |
| 117                                 | 9                      | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 118                                 | 10                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 119                                 | 11                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 120                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 121                                 | 13                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 122                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 123                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).



**Appendix C-16**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-10: Lot 9 - First-Floor Facade  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 20  
 Automobile Elevation: 105  
 Medium Truck Elevation: 107  
 Heavy Truck Elevation: 113  
 Pad/Ground Elevation at Receiver: 108  
 Receiver Elevation: 113  
 Base of Barrier Elevation: 108  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 115                                 | 7                      | 51                  | 44               | 48              | <b>53</b> | Yes                                | Yes               | Yes              |
| 116                                 | 8                      | 50                  | 43               | 47              | <b>52</b> | Yes                                | Yes               | Yes              |
| 117                                 | 9                      | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 118                                 | 10                     | 48                  | 41               | 45              | <b>50</b> | Yes                                | Yes               | Yes              |
| 119                                 | 11                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 120                                 | 12                     | 46                  | 39               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 121                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 122                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 123                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-17**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-10: Lot 14 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 108  
 Medium Truck Elevation: 110  
 Heavy Truck Elevation: 116  
 Pad/Ground Elevation at Receiver: 108  
 Receiver Elevation: 113  
 Base of Barrier Elevation: 108  
 Starting Barrier Height: 8

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 116                                 | 8                      | 51                  | 44               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 117                                 | 9                      | 49                  | 42               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 118                                 | 10                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 119                                 | 11                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 120                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 121                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 122                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 123                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 124                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-18**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-10: Lot 14 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 108  
 Medium Truck Elevation: 110  
 Heavy Truck Elevation: 116  
 Pad/Ground Elevation at Receiver: 108  
 Receiver Elevation: 113  
 Base of Barrier Elevation: 108  
 Starting Barrier Height: 8

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 116                                 | 8                      | 51                  | 44               | 48              | <b>53</b> | Yes                                | Yes               | Yes              |
| 117                                 | 9                      | 49                  | 43               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 118                                 | 10                     | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 119                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 120                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 121                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 122                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 123                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 124                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-19**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-10: Lot 19 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 113  
 Medium Truck Elevation: 115  
 Heavy Truck Elevation: 121  
 Pad/Ground Elevation at Receiver: 111  
 Receiver Elevation: 116  
 Base of Barrier Elevation: 111  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 118                                 | 7                      | 52                  | 46               | 49              | <b>55</b> | Yes                                | Yes               | Yes              |
| 119                                 | 8                      | 51                  | 44               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 120                                 | 9                      | 50                  | 43               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 121                                 | 10                     | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 122                                 | 11                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 123                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 124                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 125                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 126                                 | 15                     | 45                  | 38               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-20**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-10: Lot 19 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 113  
 Medium Truck Elevation: 115  
 Heavy Truck Elevation: 121  
 Pad/Ground Elevation at Receiver: 111  
 Receiver Elevation: 116  
 Base of Barrier Elevation: 111  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 118                                 | 7                      | 52                  | 46               | 49              | <b>54</b> | Yes                                | Yes               | Yes              |
| 119                                 | 8                      | 51                  | 44               | 48              | <b>53</b> | Yes                                | Yes               | Yes              |
| 120                                 | 9                      | 50                  | 43               | 47              | <b>52</b> | Yes                                | Yes               | Yes              |
| 121                                 | 10                     | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 122                                 | 11                     | 48                  | 41               | 45              | <b>50</b> | Yes                                | Yes               | Yes              |
| 123                                 | 12                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 124                                 | 13                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 125                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 126                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-21**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-10: Lot 24 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 114  
 Medium Truck Elevation: 116  
 Heavy Truck Elevation: 122  
 Pad/Ground Elevation at Receiver: 113  
 Receiver Elevation: 118  
 Base of Barrier Elevation: 113  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 120                                 | 7                      | 52                  | 45               | 48              | <b>54</b> | Yes                                | Yes               | Yes              |
| 121                                 | 8                      | 50                  | 43               | 47              | <b>52</b> | Yes                                | Yes               | Yes              |
| 122                                 | 9                      | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 123                                 | 10                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 124                                 | 11                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 125                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 126                                 | 13                     | 45                  | 39               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 127                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 128                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-22**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-10: Lot 24 - First-Floor Facade  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 20  
 Automobile Elevation: 114  
 Medium Truck Elevation: 116  
 Heavy Truck Elevation: 122  
 Pad/Ground Elevation at Receiver: 113  
 Receiver Elevation: 118  
 Base of Barrier Elevation: 113  
 Starting Barrier Height: 7

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 120                                 | 7                      | 52                  | 45               | 49              | <b>54</b> | Yes                                | Yes               | Yes              |
| 121                                 | 8                      | 50                  | 44               | 47              | <b>53</b> | Yes                                | Yes               | Yes              |
| 122                                 | 9                      | 49                  | 43               | 46              | <b>52</b> | Yes                                | Yes               | Yes              |
| 123                                 | 10                     | 49                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 124                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 125                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 126                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 127                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 128                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-23**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-23: Lot 9 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 97  
 Medium Truck Elevation: 99  
 Heavy Truck Elevation: 105  
 Pad/Ground Elevation at Receiver: 95  
 Receiver Elevation: 100  
 Base of Barrier Elevation: 95  
 Starting Barrier Height: 10

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 105                                 | 10                     | 48                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 106                                 | 11                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 107                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 108                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 109                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 110                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 111                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 112                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 113                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).



**Appendix C-24**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-23: Lot 9 - First-Floor Facade  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 20  
 Automobile Elevation: 97  
 Medium Truck Elevation: 99  
 Heavy Truck Elevation: 105  
 Pad/Ground Elevation at Receiver: 95  
 Receiver Elevation: 100  
 Base of Barrier Elevation: 95  
 Starting Barrier Height: 10

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 105                                 | 10                     | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 106                                 | 11                     | 48                  | 41               | 45              | <b>50</b> | Yes                                | Yes               | Yes              |
| 107                                 | 12                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 108                                 | 13                     | 46                  | 39               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 109                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 110                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 111                                 | 16                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 17                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 113                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-25**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-23: Lot 14 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 96  
 Medium Truck Elevation: 98  
 Heavy Truck Elevation: 104  
 Pad/Ground Elevation at Receiver: 95  
 Receiver Elevation: 100  
 Base of Barrier Elevation: 95  
 Starting Barrier Height: 10

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 105                                 | 10                     | 48                  | 42               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 106                                 | 11                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 107                                 | 12                     | 46                  | 40               | 42              | <b>49</b> | Yes                                | Yes               | Yes              |
| 108                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 109                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 110                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 111                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 112                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 113                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-26**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-23: Lot 14 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 96  
 Medium Truck Elevation: 98  
 Heavy Truck Elevation: 104  
 Pad/Ground Elevation at Receiver: 95  
 Receiver Elevation: 100  
 Base of Barrier Elevation: 95  
 Starting Barrier Height: 10

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 105                                 | 10                     | 49                  | 42               | 46              | <b>51</b> | Yes                                | Yes               | Yes              |
| 106                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 107                                 | 12                     | 47                  | 40               | 44              | <b>49</b> | Yes                                | Yes               | Yes              |
| 108                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 109                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 110                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 111                                 | 16                     | 45                  | 37               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 17                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 113                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-27**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-23: Lot 19 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 99  
 Medium Truck Elevation: 101  
 Heavy Truck Elevation: 107  
 Pad/Ground Elevation at Receiver: 96  
 Receiver Elevation: 101  
 Base of Barrier Elevation: 96  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 107                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 108                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 109                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 110                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 111                                 | 15                     | 45                  | 38               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 114                                 | 18                     | 44                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 115                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-28**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-23: Lot 19 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 99  
 Medium Truck Elevation: 101  
 Heavy Truck Elevation: 107  
 Pad/Ground Elevation at Receiver: 96  
 Receiver Elevation: 101  
 Base of Barrier Elevation: 96  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 107                                 | 11                     | 48                  | 41               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 108                                 | 12                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 109                                 | 13                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 110                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 15                     | 45                  | 38               | 42              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 16                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 17                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 114                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 19                     | 43                  | 37               | 40              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-29**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-23: Lot 23 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 108                                 | 11                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 109                                 | 12                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 45                  | 39               | 41              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 44                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-30**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-23: Lot 23 - First-Floor Facade  
 Centerline to Barrier Distance ( $C_1$ ): 70  
 Barrier to Receiver Distance ( $C_2$ ): 20  
 Automobile Elevation: 98  
 Medium Truck Elevation: 100  
 Heavy Truck Elevation: 106  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 108                                 | 11                     | 48                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 109                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 46                  | 39               | 43              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 45                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

**Appendix C-31**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 60  
 Medium Truck DNL, dB: 53  
 Heavy Truck DNL, dB: 55

**Site Geometry:**

Receiver Description: FD-23: Lot 27 - Backyard  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 10  
 Automobile Elevation: 101  
 Medium Truck Elevation: 103  
 Heavy Truck Elevation: 109  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 108                                 | 11                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 109                                 | 12                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 38               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 45                  | 37               | 40              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 44                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 36               | 39              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).



**Appendix C-32**  
**FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)**  
**Noise Barrier Effectiveness Prediction Worksheet**

**Project Information:**

Job Number: 2020-148  
 Project Name: Sierra Vista TM3 Residential Development - Villages FD-8A, 8B, 10, 23  
 Roadway Name: Vista Grande Boulevard  
 Location(s): Roseville, CA

**Noise Level Data:**

Year: Future  
 Auto DNL, dB: 59  
 Medium Truck DNL, dB: 52  
 Heavy Truck DNL, dB: 54

**Site Geometry:**

Receiver Description: FD-23: Lot 27 - First-Floor Facade  
 Centerline to Barrier Distance (C<sub>1</sub>): 70  
 Barrier to Receiver Distance (C<sub>2</sub>): 20  
 Automobile Elevation: 101  
 Medium Truck Elevation: 103  
 Heavy Truck Elevation: 109  
 Pad/Ground Elevation at Receiver: 97  
 Receiver Elevation: 102  
 Base of Barrier Elevation: 97  
 Starting Barrier Height: 11

**Barrier Effectiveness:**

| Top of<br>Barrier<br>Elevation (ft) | Barrier<br>Height (ft) | ----- DNL, dB ----- |                  |                 |           | Barrier Breaks Line of Sight to... |                   |                  |
|-------------------------------------|------------------------|---------------------|------------------|-----------------|-----------|------------------------------------|-------------------|------------------|
|                                     |                        | Autos               | Medium<br>Trucks | Heavy<br>Trucks | Total     | Autos?                             | Medium<br>Trucks? | Heavy<br>Trucks? |
| 108                                 | 11                     | 48                  | 41               | 45              | <b>51</b> | Yes                                | Yes               | Yes              |
| 109                                 | 12                     | 47                  | 41               | 44              | <b>50</b> | Yes                                | Yes               | Yes              |
| 110                                 | 13                     | 47                  | 40               | 43              | <b>49</b> | Yes                                | Yes               | Yes              |
| 111                                 | 14                     | 46                  | 39               | 42              | <b>48</b> | Yes                                | Yes               | Yes              |
| 112                                 | 15                     | 45                  | 38               | 42              | <b>47</b> | Yes                                | Yes               | Yes              |
| 113                                 | 16                     | 45                  | 38               | 41              | <b>47</b> | Yes                                | Yes               | Yes              |
| 114                                 | 17                     | 45                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 115                                 | 18                     | 44                  | 37               | 40              | <b>46</b> | Yes                                | Yes               | Yes              |
| 116                                 | 19                     | 43                  | 37               | 40              | <b>45</b> | Yes                                | Yes               | Yes              |

**Notes:** 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s).

RESOLUTION NO. 21-125

AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS ON  
CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE

WHEREAS, a proposal has been submitted to amend the General Plan 2035 – Land Use Map of the City of Roseville for that portion of certain real property within the City of Roseville known as Sierra Vista Specific Plan (SVSP) Parcel FD-10 from Low Density Residential (LDR) to Medium Density Residential (MDR), as shown in Exhibit B, attached and incorporated herein by reference; and

WHEREAS, on February 25, 2021, the Planning Commission held a public hearing on the proposed amendments to the General Plan and unanimously recommended that the City Council approve the proposed General Plan Amendment; and

WHEREAS, on April 7, 2021, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on April 7, 2021, the City Council considered the 4<sup>th</sup> Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville desires to approve said amendments to the Roseville General Plan as conducive to public interest, health, safety and welfare, and consistent with the land use practices of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the amendment changing the Land Use Map (attached as Exhibit C) is hereby adopted.

BE IT FURTHER RESOLVED, that the Development Services Director is hereby directed to retain said General Plan Amendments on permanent public display in the Development Services Department 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:

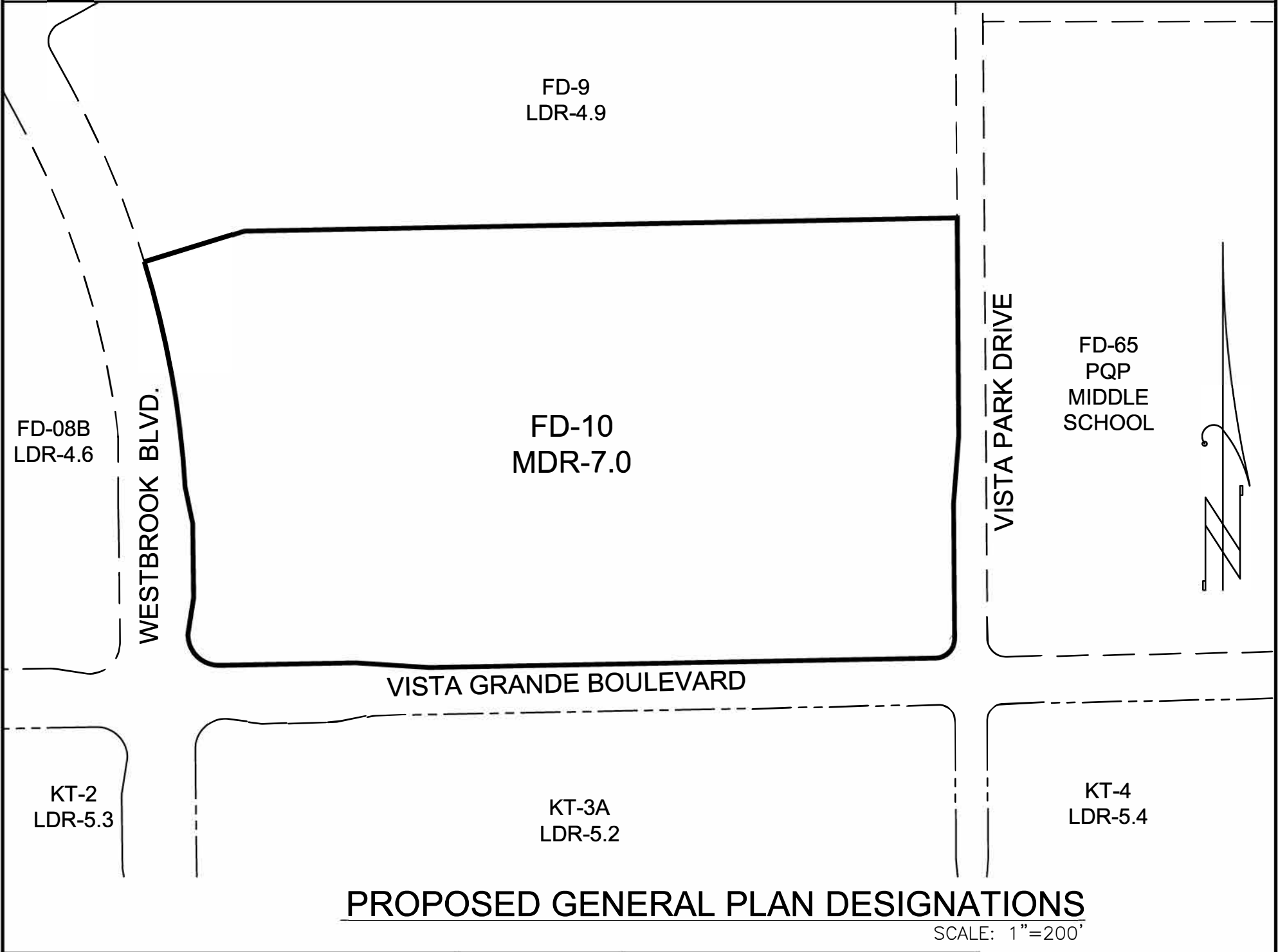
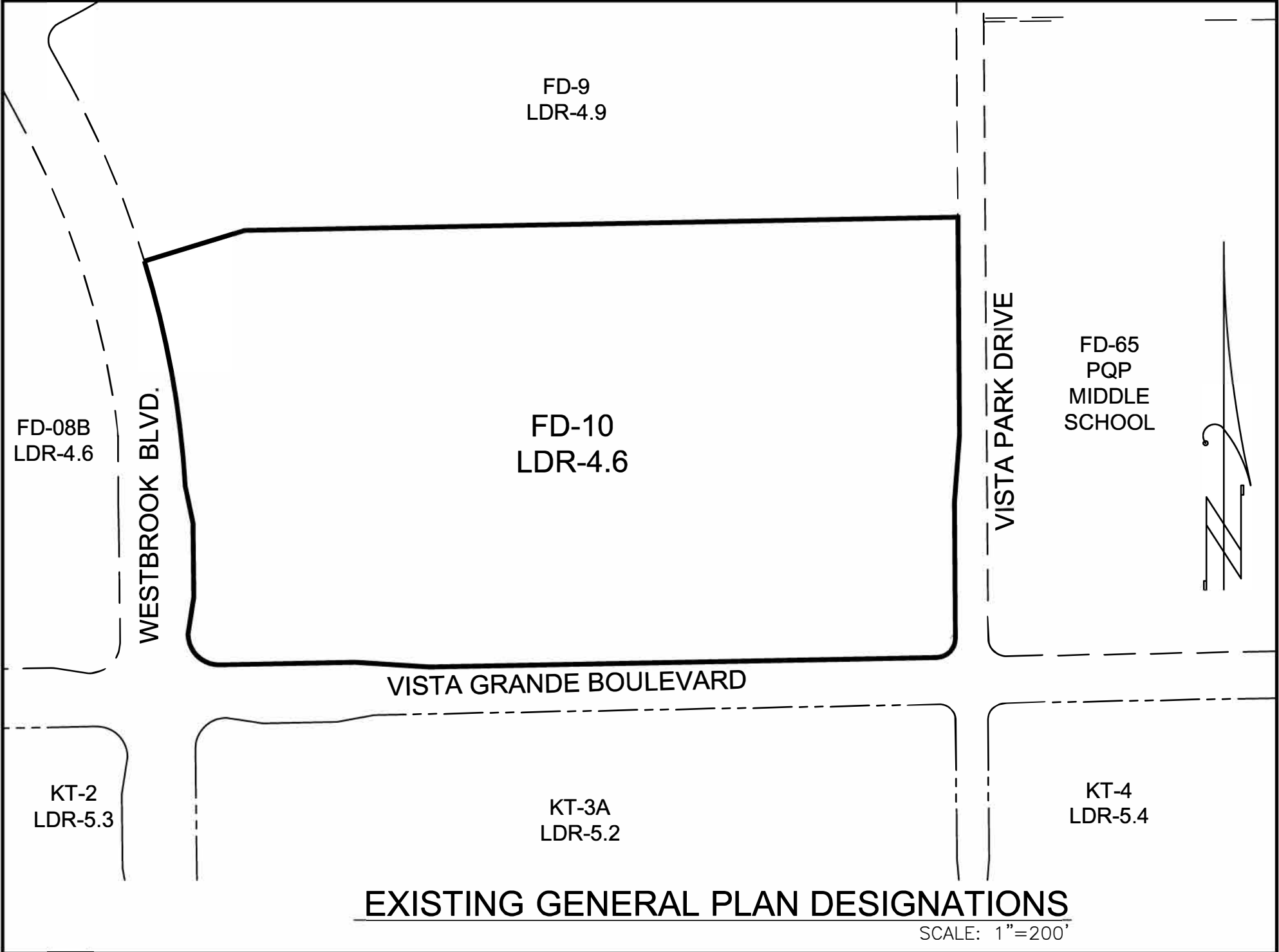
ABSENT COUNCILMEMBERS:

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MAYOR

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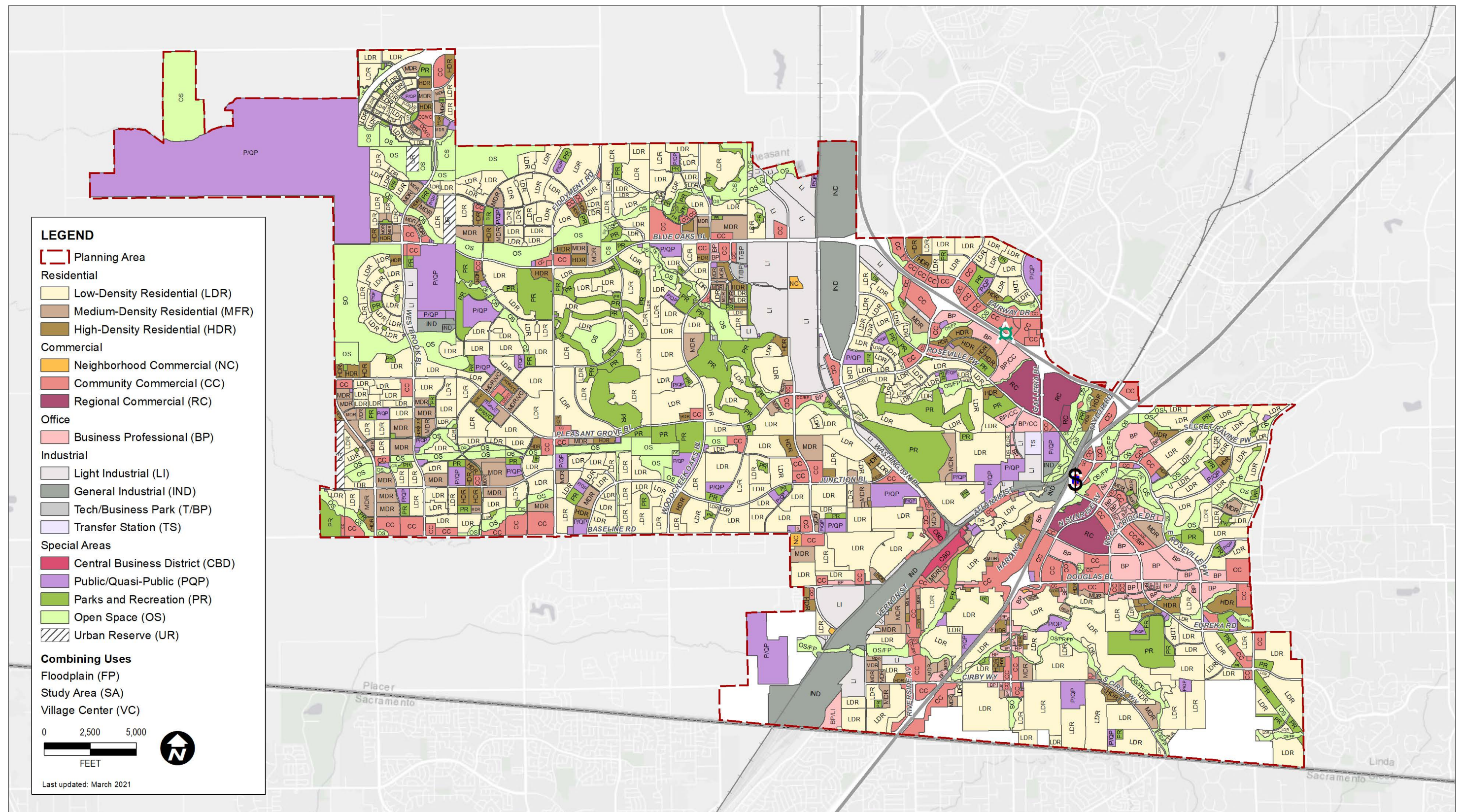
City Clerk



|                                                                                                                                                                                                                                                                                                                                                      |                         |                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------|
|  <b>BAKER-WILLIAMS ENGINEERING GROUP</b><br><small>Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services<br/>6020 Rutland Drive, Suite 19 ~ Carmichael CA 95608<br/>(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com</small> | <b>SCALE: 1"=200'</b>   | <b>GENERAL PLAN AMENDMENT EXHIBIT<br/>THE VILLAGES at SIERRA VISTA<br/>PARCEL FD-10<br/>CITY of ROSEVILLE, CALIFORNIA</b> |
|                                                                                                                                                                                                                                                                                                                                                      | <b>JOB #: 18-03-010</b> |                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                      | <b>DATE: JULY 2020</b>  |                                                                                                                           |



**Figure II-2 | Land Use Map**





RESOLUTION NO. 21-126

AMENDING THE SIERRA VISTA SPECIFIC PLAN

WHEREAS, a proposal has been submitted to amend the land use designation of Parcel FD-10 of the Sierra Vista Specific Plan from Low Density Residential (LDR) to Medium Density Residential (MDR), as shown in Exhibit D, attached and incorporated herein by reference; and

WHEREAS, the proposed land use amendment requires a Specific Plan Amendment to change the text and land use map within the Sierra Vista Specific Plan, as shown in Exhibit E, attached and incorporated herein by reference; and

WHEREAS, on February 25, 2021, the Planning Commission held a public hearing on the proposed amendments to the Sierra Vista Specific Plan and unanimously recommended that the City Council approve the proposed Specific Plan Amendment; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on April 7, 2021, the City Council held a public hearing at which time the proposed amendments were considered; and

WHEREAS, on April 7, 2021, the City Council considered the 4<sup>th</sup> Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010); and

WHEREAS, the Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the Sierra Vista Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the West Roseville Specific Plan are adopted as set forth in the attached Exhibit E.

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

AYES COUNCILMEMBERS:

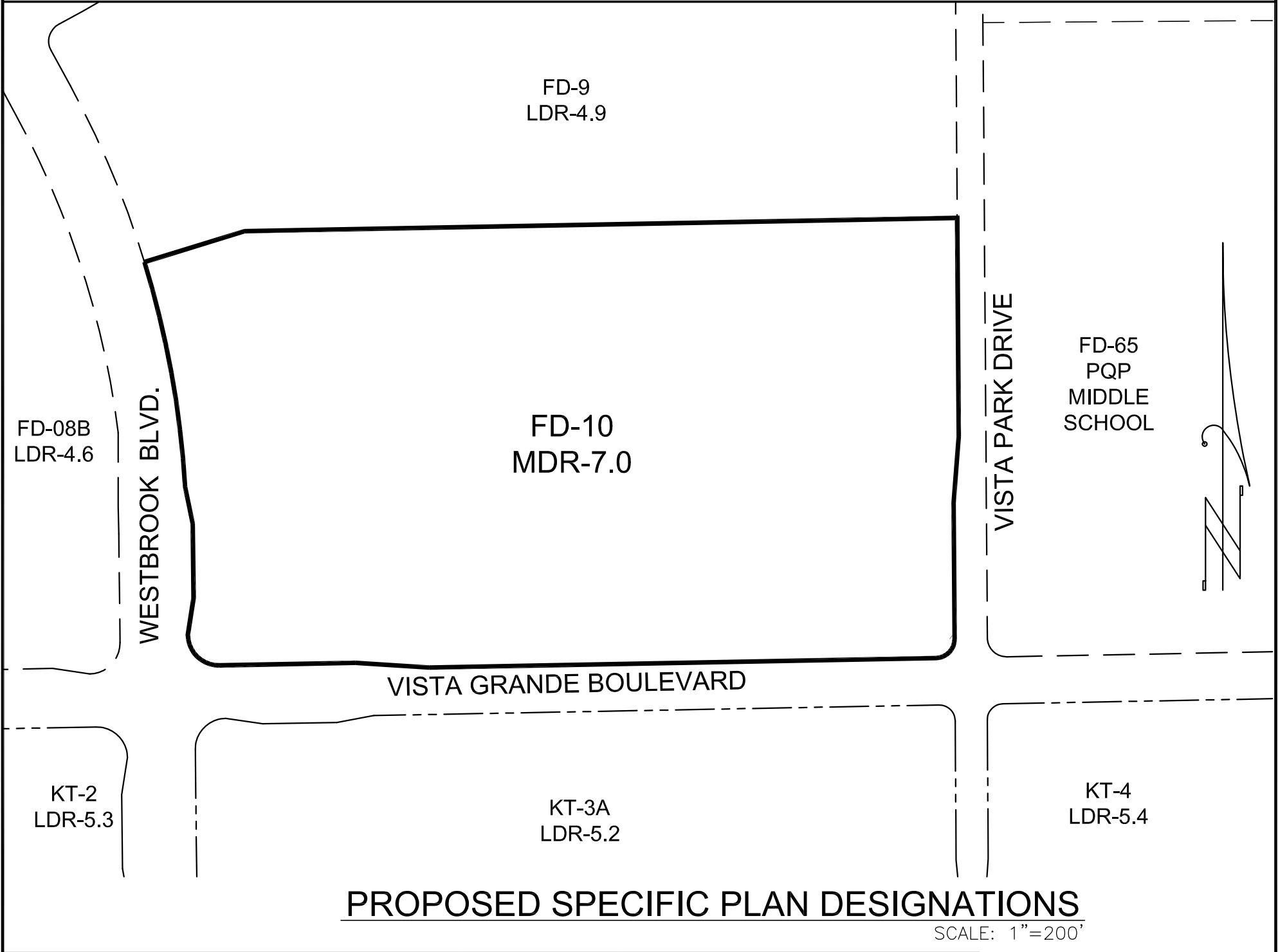
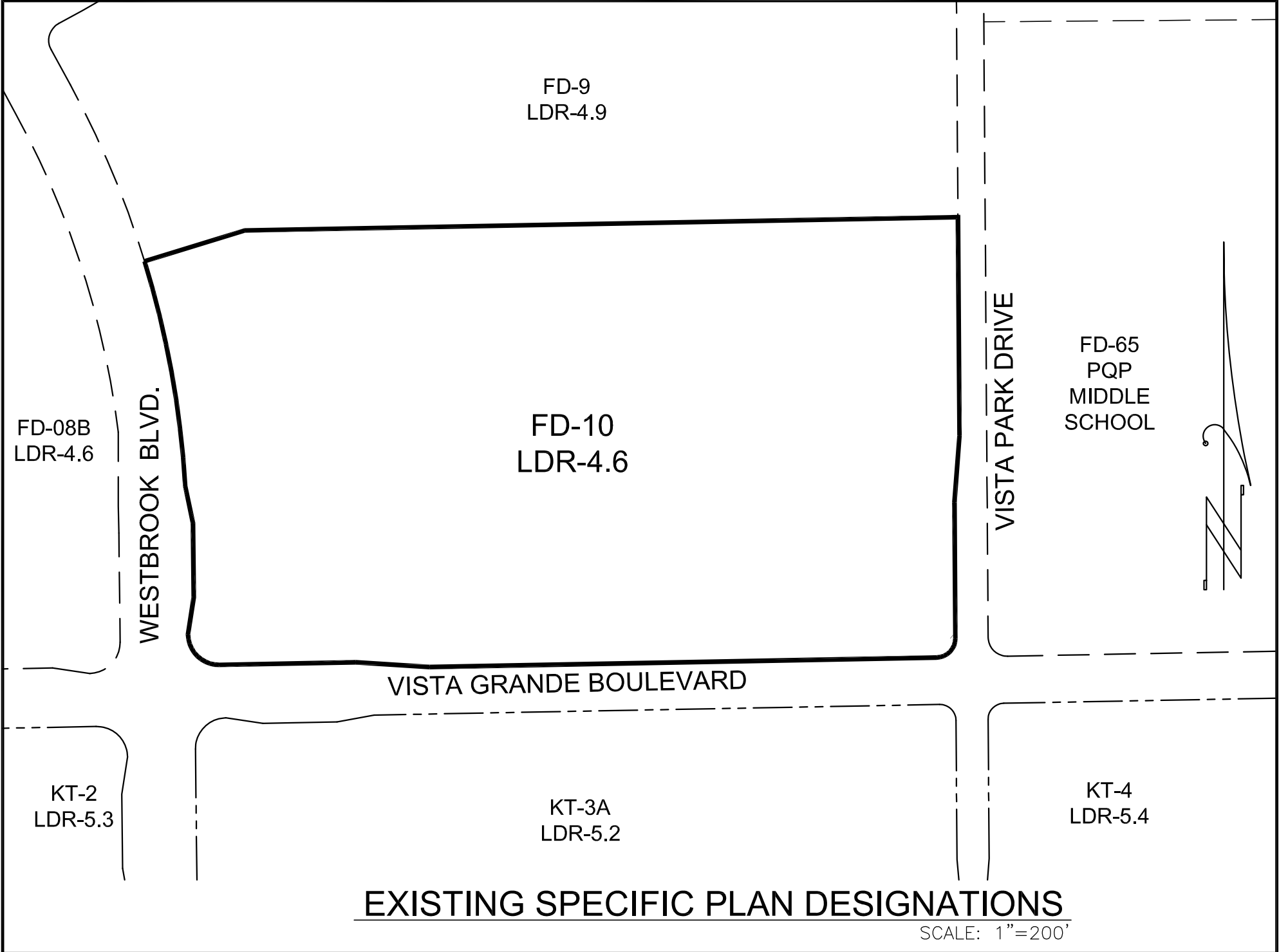
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



|                                                                                                                                                                                                                                                                                                                                                       |                  |                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------|
|  <b>BAKER-WILLIAMS ENGINEERING GROUP</b><br><small>Engineering / Surveying / Land Planning / Entitlement Processing / GPS Services<br/>6020 Rutland Drive, Suite 19 ~ Carmichael, CA 95608<br/>(916) 331-4336 ~ fax (916) 331-4430 ~ office@bwengineers.com</small> | SCALE: 1"=200'   | SPECIFIC PLAN AMENDMENT EXHIBIT<br>THE VILLAGES at SIERRA VISTA<br>PARCEL FD-10<br><br>CITY of ROSEVILLE, CALIFORNIA |
|                                                                                                                                                                                                                                                                                                                                                       | JOB #: 18-03-010 |                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                       | DATE: JULY 2020  |                                                                                                                      |

**Table 4-1: Plan Area Land Use Summary**

| Land Use Designation             |                                                         | Applied Zoning Districts | Acres            | % of Total Acres | Units           | % of Total Units |
|----------------------------------|---------------------------------------------------------|--------------------------|------------------|------------------|-----------------|------------------|
| <b>Residential Neighborhoods</b> |                                                         |                          |                  |                  |                 |                  |
| LDR                              | Low Density Residential                                 | RS/DS                    | 635.2            | 30.7%            | 3,169           | 36.5%            |
| LDR                              | LDR – Age Restricted                                    | RS/DS                    | 94.3             | 4.6%             | 493             | 5.7%             |
| MDR                              | Medium Density Residential                              | RS/DS                    | 303.6            | 14.7%            | 2,431           | 28.0%            |
| HDR                              | High Density Residential                                | R3                       | 92.0             | 4.4%             | 2,337           | 26.9%            |
| <b>Sub-totals</b>                |                                                         |                          | <b>1,125.1</b>   | <b>54.3%</b>     | <b>8,430</b>    | <b>97.1%</b>     |
| <b>Commercial and Employment</b> |                                                         |                          |                  |                  |                 |                  |
| CC                               | Community Commercial (Commercial Mixed Use)             | CMU/SA                   | 29.1             | 1.4%             | 249             | 2.9%             |
| CC/BP                            | Community Commercial/ Business Professional (Mixed Use) | CC/SA                    | 25.4             | 1.2%             | --              | --               |
| CC                               | Community Commercial                                    | CC & GC                  | 177.5            | 8.6%             | --              | --               |
| <b>Sub-totals</b>                |                                                         |                          | <b>232.0</b>     | <b>11.2%</b>     | <b>249</b>      | <b>2.9%</b>      |
| <b>Open Space/Public</b>         |                                                         |                          |                  |                  |                 |                  |
| P/QP                             | Public/Quasi-Public                                     | P/QP                     | 64.7             | 3.1%             | --              | --               |
| PR                               | Parks & Recreation                                      | PR                       | 104.6            | 5.0%             | --              | --               |
| OS                               | Open Space                                              | OS                       | 302.0            | 14.6%            | --              | --               |
| OS                               | Paseo (60'-wide)                                        | OS                       | 13.4             | 0.6%             | --              | --               |
| UR                               | Urban Reserve                                           | UR                       | 38.7             | 1.9%             | --              | --               |
| <b>Sub-totals</b>                |                                                         |                          | <b>523.4</b>     | <b>25.3%</b>     | <b>--</b>       | <b>--</b>        |
| Right of Way/ Landscape Corridor |                                                         |                          | 191.6            | 9.2%             | --              | --               |
| <b>TOTAL</b>                     |                                                         |                          | <b>2072.2 ac</b> | <b>100%</b>      | <b>8,679 du</b> | <b>100%</b>      |

**Note:** See Table 7-4 for net Paseo total acres

Last Updated February 2021

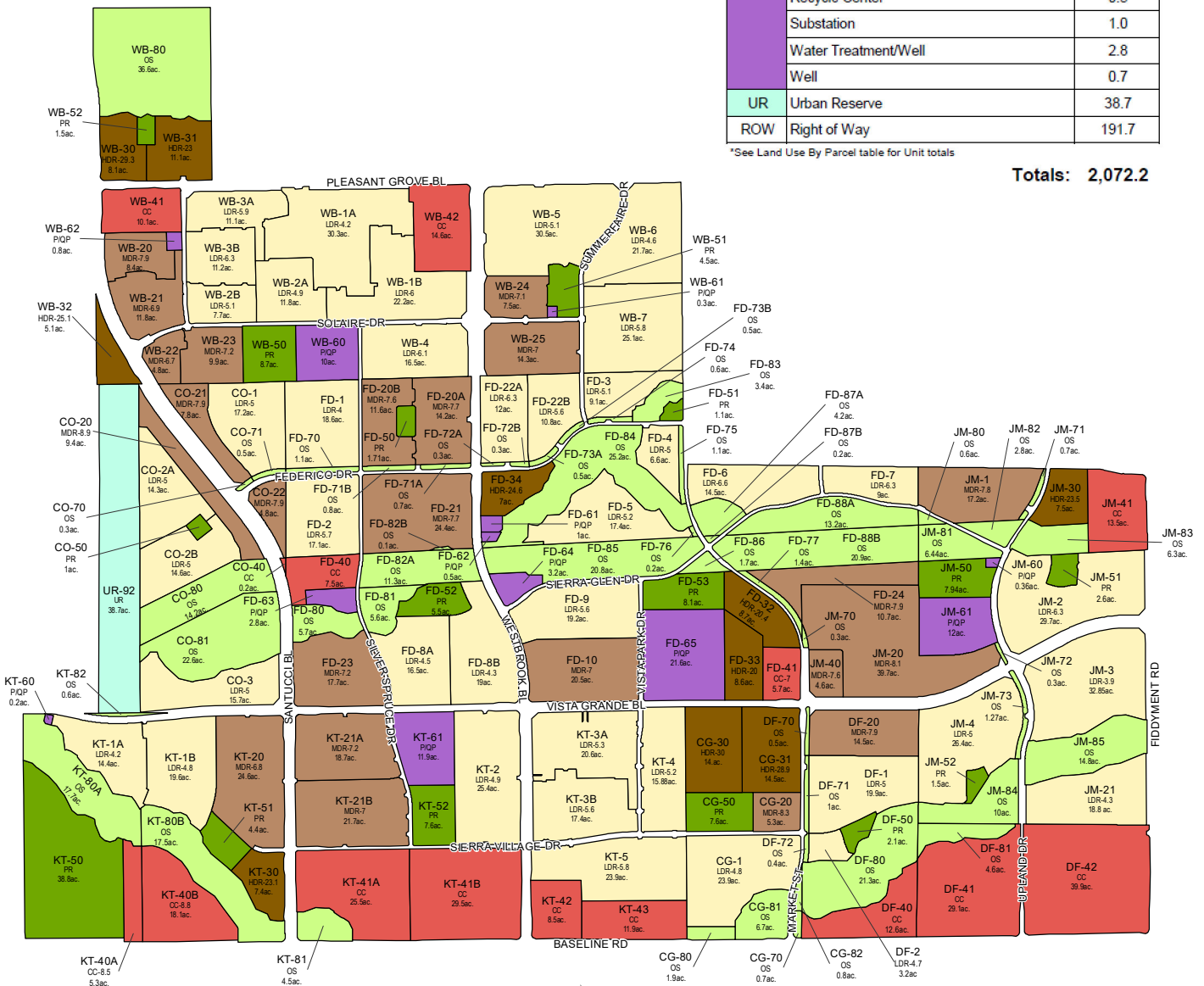
# SIERRA VISTA LAND USE PLAN

Figure 4-1

| Land Use Designation |                                      | Acres |
|----------------------|--------------------------------------|-------|
| LDR                  | Residential                          | 614.7 |
|                      | Residential - Age Restricted         | 94.3  |
| MDR                  | Residential                          | 324.1 |
| HDR                  | Residential                          | 92.0  |
| CC                   | Business Professional and Commercial | 25.4  |
|                      | Commercial                           | 177.5 |
|                      | Commercial Mixed Use                 | 29.1  |
| OS                   | Open Space                           | 302.0 |
|                      | Open Space/Paseo                     | 13.4  |
| PR                   | Park                                 | 104.6 |
| P/QP                 | Elementary School                    | 33.9  |
|                      | Fire Station                         | 3.2   |
|                      | Lift Station                         | 1.0   |
|                      | Middle School                        | 21.6  |
|                      | Recycle Center                       | 0.5   |
|                      | Substation                           | 1.0   |
|                      | Water Treatment/Well                 | 2.8   |
|                      | Well                                 | 0.7   |
| UR                   | Urban Reserve                        | 38.7  |
| ROW                  | Right of Way                         | 191.7 |

\*See Land Use By Parcel table for Unit totals

Totals: 2,072.2



Last Updated: March 04, 2021



**Table 4-2: Land Use, Zoning, & Acreage by Parcel**

| PARCEL                  | GENERAL PLAN LAND USE<br>(Specific Plan Land Use) | ZONING | ACRES        | ALLOCATED<br>UNITS | DENSITY |
|-------------------------|---------------------------------------------------|--------|--------------|--------------------|---------|
| CG-1                    | LDR (Residential)                                 | RS/DS  | 23.86        | 115                | 4.9     |
| CG-20                   | MDR (Residential)                                 | RS/DS  | 5.34         | 44                 | 8.3     |
| CG-30                   | HDR (Residential)                                 | R3     | 13.99        | 420                | 30.0    |
| CG-31                   | HDR (Residential)                                 | R3     | 14.54        | 420                | 29.0    |
| CG-50                   | PR (Park)                                         | PR     | 7.60         |                    |         |
| CG-70                   | OS (Open Space/Paseo)                             | OS     | 0.67         |                    |         |
| CG-80                   | OS (Open Space)                                   | OS     | 1.86         |                    |         |
| CG-81                   | OS (Open Space)                                   | OS     | 6.70         |                    |         |
| CG-82                   | OS (Open Space)                                   | OS     | 0.78         |                    |         |
| <b>Sub-totals (CGB)</b> |                                                   |        | <b>75.34</b> | <b>999</b>         |         |

|                            |                       |       |               |            |     |
|----------------------------|-----------------------|-------|---------------|------------|-----|
| CO-1                       | LDR (Residential)     | RS/DS | 17.25         | 86         | 5.0 |
| CO-2A                      | LDR (Residential)     | RS/DS | 14.25         | 71         | 5.0 |
| CO-2B                      | LDR (Residential)     | RS/DS | 14.58         | 73         | 5.0 |
| CO-3                       | LDR (Residential)     | RS/DS | 15.70         | 78         | 5.0 |
| CO-20                      | MDR (Residential)     | RS/DS | 9.40          | 84         | 8.9 |
| CO-21                      | MDR (Residential)     | RS/DS | 7.80          | 62         | 7.9 |
| CO-22                      | MDR (Residential)     | RS/DS | 4.8           | 38         | 7.9 |
| CO-40                      | CC (Commercial)       | CC    | 0.16          |            |     |
| CO-50                      | PR (Park)             | PR    | 1.00          |            |     |
| CO-70                      | OS (Open Space/Paseo) | OS    | 0.26          |            |     |
| CO-71                      | OS (Open Space/Paseo) | OS    | 0.52          |            |     |
| CO-80                      | OS (Open Space)       | OS    | 14.22         |            |     |
| CO-81                      | OS (Open Space)       | OS    | 22.94         |            |     |
| <b>Sub-totals (Conley)</b> |                       |       | <b>122.88</b> | <b>492</b> |     |

|                                   |                       |       |               |            |     |
|-----------------------------------|-----------------------|-------|---------------|------------|-----|
| DF-1                              | LDR (Residential)     | RS/DS | 19.90         | 100        | 5.0 |
| DF-2                              | LDR (Residential)     | RS/DS | 3.16          | 15         | 4.7 |
| DF-20                             | MDR (Residential)     | RS/DS | 14.50         | 115        | 7.9 |
| DF-40                             | CC (Commercial)       | GC    | 12.64         |            |     |
| DF-41                             | CC (Commercial)       | GC    | 29.14         |            |     |
| DF-42                             | CC (Commercial)       | GC    | 39.90         |            |     |
| DF-50                             | PR (Park)             | PR    | 2.08          |            |     |
| DF-70                             | OS (Open Space/Paseo) | OS    | 0.52          |            |     |
| DF-71                             | OS (Open Space/Paseo) | OS    | 1.00          |            |     |
| DF-72                             | OS (Open Space/Paseo) | OS    | 0.38          |            |     |
| DF-80                             | OS (Open Space)       | OS    | 21.31         |            |     |
| DF-81                             | OS (Open Space)       | OS    | 4.62          |            |     |
| <b>Sub-totals (DF Properties)</b> |                       |       | <b>149.15</b> | <b>230</b> |     |

**Table 4-2: Land Use, Zoning, & Acreage by Parcel**

| PARCEL | GENERAL PLAN LAND USE<br>(Specific Plan Land Use) | ZONING | ACRES | ALLOCATED<br>UNITS | DENSITY |
|--------|---------------------------------------------------|--------|-------|--------------------|---------|
| FD-1   | LDR (Residential)                                 | RS/DS  | 18.60 | 74                 | 4.0     |
| FD-2   | LDR (Residential)                                 | RS/DS  | 17.12 | 97                 | 5.7     |
| FD-3   | LDR (Residential)                                 | RS/DS  | 9.14  | 46                 | 5.0     |
| FD-4   | LDR (Residential)                                 | RS/DS  | 6.56  | 33                 | 5.0     |
| FD-5   | LDR (Residential)                                 | RS/DS  | 17.36 | 90                 | 5.2     |
| FD-6   | LDR (Residential)                                 | RS/DS  | 14.53 | 95                 | 6.5     |
| FD-7   | LDR (Residential)                                 | RS/DS  | 8.97  | 57                 | 6.4     |
| FD-8A  | LDR (Residential)                                 | RS/DS  | 16.51 | 75                 | 4.5     |

**Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)**

| PARCEL                       | GENERAL PLAN LAND USE<br>(Specific Plan Land Use) | ZONING | ACRES         | ALLOCATED<br>UNITS | DENSITY |
|------------------------------|---------------------------------------------------|--------|---------------|--------------------|---------|
| FD-8B                        | LDR (Residential)                                 | RS/DS  | 18.96         | 81                 | 4.3     |
| FD-9                         | LDR (Residential)                                 | RS/DS  | 19.24         | 107                | 5.6     |
| FD-10                        | MDR (Residential)                                 | RS/DS  | 20.46         | 143                | 7.0     |
| FD-20A                       | MDR (Residential)                                 | RS/DS  | 14.21         | 110                | 7.6     |
| FD-20B                       | MDR (Residential)                                 | RS/DS  | 11.56         | 88                 | 7.6     |
| FD-21                        | MDR (Residential)                                 | RS/DS  | 24.44         | 187                | 7.7     |
| FD-22A                       | LDR (Residential)                                 | RS/DS  | 11.97         | 76                 | 6.3     |
| FD-22B                       | LDR (Residential)                                 | RS/DS  | 10.76         | 60                 | 5.6     |
| FD-23                        | MDR (Residential)                                 | RS/DS  | 17.66         | 127                | 7.2     |
| FD-24                        | MDR (Residential)                                 | RS/DS  | 10.71         | 84                 | 7.8     |
| FD-32                        | HDR (Residential)                                 | R3     | 8.74          | 178                | 20.4    |
| FD-33                        | HDR (Residential)                                 | R3     | 8.59          | 172                | 20.0    |
| FD-34                        | HDR (Residential)                                 | R3     | 7.04          | 172                | 24.4    |
| FD-40                        | CC (Commercial)                                   | CC     | 7.55          |                    |         |
| FD-41                        | CC (Commercial Mixed Use)                         | CMU/SA | 5.71          | 40                 | 20.0    |
| FD-50                        | PR (Park)                                         | PR     | 1.71          |                    |         |
| FD-51                        | PR (Park)                                         | PR     | 1.12          |                    |         |
| FD-52                        | PR (Park)                                         | PR     | 5.51          |                    |         |
| FD-53                        | PR (Park)                                         | PR     | 8.07          |                    |         |
| FD-61                        | Public/Quasi-Public (Electrical Substation)       | P/QP   | 0.99          |                    |         |
| FD-62                        | Public/Quasi-Public (Recycle Center)              | P/QP   | 0.50          |                    |         |
| FD-63                        | Public/Quasi-Public (Water Treatment/Well)        | P/QP   | 2.83          |                    |         |
| FD-64                        | Public/Quasi-Public (Fire Station)                | P/QP   | 3.19          |                    |         |
| FD-65                        | Public/Quasi-Public (Middle School)               | P/QP   | 21.59         |                    |         |
| FD-70                        | OS (Open Space/Paseo)                             | OS     | 1.13          |                    |         |
| FD-71A                       | OS (Open Space/Paseo)                             | OS     | 0.70          |                    |         |
| FD-71B                       | OS (Open Space/Paseo)                             | OS     | 0.82          |                    |         |
| FD-72A                       | OS (Open Space/Paseo)                             | OS     | 0.25          |                    |         |
| FD-72B                       | OS (Open Space/Paseo)                             | OS     | 0.27          |                    |         |
| FD-73A                       | OS (Open Space/Paseo)                             | OS     | 0.51          |                    |         |
| FD-73B                       | OS (Open Space/Paseo)                             | OS     | 0.49          |                    |         |
| FD-74                        | OS (Open Space/Paseo)                             | OS     | 0.65          |                    |         |
| FD-75                        | OS (Open Space/Paseo)                             | OS     | 1.14          |                    |         |
| FD-76                        | OS (Open Space/Paseo)                             | OS     | 0.15          |                    |         |
| FD-77                        | OS (Open Space/Paseo)                             | OS     | 1.35          |                    |         |
| FD-80                        | OS (Open Space)                                   | OS     | 5.71          |                    |         |
| FD-81                        | OS (Open Space)                                   | OS     | 5.57          |                    |         |
| FD-82A                       | OS (Open Space)                                   | OS     | 11.33         |                    |         |
| FD-82B                       | OS (Open Space)                                   | OS     | 0.14          |                    |         |
| FD-83                        | OS (Open Space)                                   | OS     | 3.39          |                    |         |
| FD-84                        | OS (Open Space)                                   | OS     | 25.24         |                    |         |
| FD-85                        | OS (Open Space)                                   | OS     | 20.80         |                    |         |
| FD-86                        | OS (Open Space)                                   | OS     | 1.68          |                    |         |
| FD-87A                       | OS (Open Space)                                   | OS     | 4.15          |                    |         |
| FD-87B                       | OS (Open Space)                                   | OS     | 0.20          |                    |         |
| FD-88A                       | OS (Open Space)                                   | OS     | 13.17         |                    |         |
| FD-88B                       | OS (Open Space)                                   | OS     | 20.89         |                    |         |
| <b>Sub-totals (Federico)</b> |                                                   |        | <b>472.63</b> | <b>2,192</b>       |         |

**Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)**

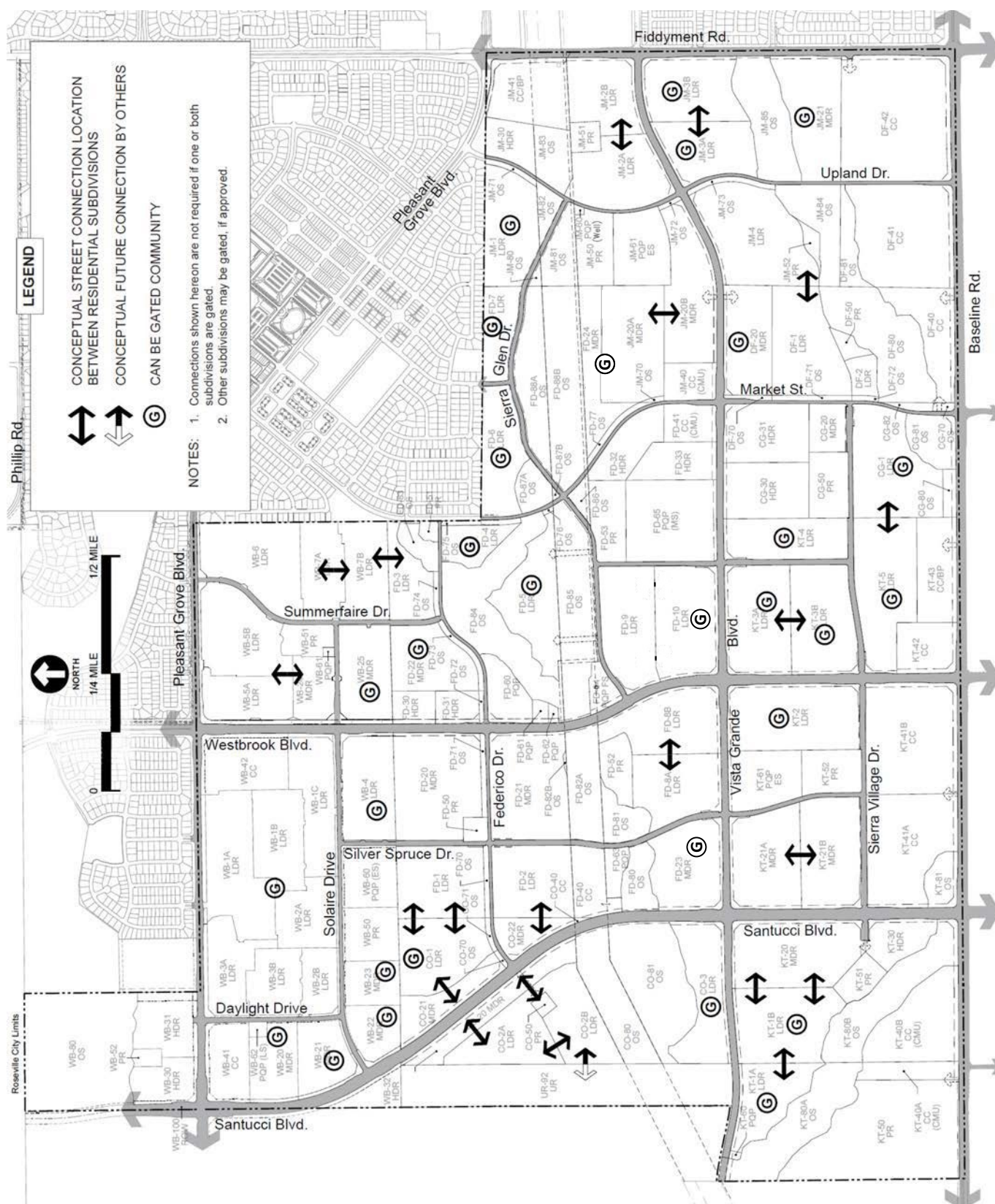
| PARCEL                                      | GENERAL PLAN LAND USE<br>(Specific Plan Land Use) | ZONING | ACRES         | ALLOCATED<br>UNITS | DENSITY |
|---------------------------------------------|---------------------------------------------------|--------|---------------|--------------------|---------|
| JM-1                                        | MDR (Residential)                                 | RS/DS  | 17.16         | 135                | 7.9     |
| JM-2                                        | LDR (Residential)                                 | RS/DS  | 29.70         | 187                | 6.3     |
| JM-3                                        | LDR (Residential)                                 | RS/DS  | 30.20         | 127                | 4.2     |
| JM-4                                        | LDR (Residential)                                 | RS/DS  | 26.40         | 132                | 5.0     |
| JM-20                                       | MDR (Residential)                                 | RS/DS  | 39.70         | 322                | 8.1     |
| JM-21                                       | LDR (Residential)                                 | RS/DS  | 18.80         | 80                 | 4.3     |
| JM-30                                       | HDR (Residential)                                 | R3     | 7.51          | 176                | 23.5    |
| JM-40                                       | MDR (Residential)                                 | RS/DS  | 4.57          | 35                 | 7.6     |
| JM-41                                       | CC (Commercial/Business Professional)             | CC/SA  | 13.50         |                    |         |
| JM-50                                       | PR (Park)                                         | PR     | 7.94          |                    |         |
| JM-51                                       | PR (Park)                                         | PR     | 2.59          |                    |         |
| JM-52                                       | PR (Park)                                         | PR     | 1.50          |                    |         |
| JM-60                                       | Public/Quasi-Public (Well)                        | P/QP   | 0.36          |                    |         |
| JM-61                                       | Public/Quasi-Public (Elementary School)           | P/QP   | 12.00         |                    |         |
| JM-70                                       | OS (Open Space/Paseo)                             | OS     | 0.26          |                    |         |
| JM-71                                       | OS (Open Space/Paseo)                             | OS     | 0.7           |                    |         |
| JM-72                                       | OS (Open Space/Paseo)                             | OS     | 0.25          |                    |         |
| JM-73                                       | OS (Open Space/Paseo)                             | OS     | 1.27          |                    |         |
| JM-80                                       | OS (Open Space)                                   | OS     | 0.63          |                    |         |
| JM-81                                       | OS (Open Space)                                   | OS     | 6.44          |                    |         |
| JM-82                                       | OS (Open Space)                                   | OS     | 2.80          |                    |         |
| JM-83                                       | OS (Open Space)                                   | OS     | 6.27          |                    |         |
| JM-84                                       | OS (Open Space)                                   | OS     | 10.40         |                    |         |
| JM-85                                       | OS (Open Space)                                   | OS     | 14.80         |                    |         |
| <b>Sub-totals (Mourier Investments LLC)</b> |                                                   |        | <b>255.75</b> | <b>1,194</b>       |         |

|                                    |                                          |        |               |              |      |
|------------------------------------|------------------------------------------|--------|---------------|--------------|------|
| KT-1A                              | LDR (Residential)                        | RS/DS  | 14.35         | 60           | 4.2  |
| KT-1B                              | LDR (Residential)                        | RS/DS  | 19.60         | 95           | 4.8  |
| KT-2                               | LDR (Residential)                        | RS/DS  | 25.37         | 125          | 4.9  |
| KT-3A                              | LDR (Residential)                        | RS/DS  | 20.60         | 110          | 5.3  |
| KT-3B                              | LDR (Residential)                        | RS/DS  | 17.40         | 97           | 5.6  |
| KT-4                               | LDR (Residential)                        | RS/DS  | 15.89         | 82           | 5.2  |
| KT-5                               | LDR (Residential)                        | RS/DS  | 23.93         | 140          | 5.8  |
| KT-20                              | MDR (Residential)                        | RS/DS  | 24.62         | 167          | 6.8  |
| KT-21A                             | MDR (Residential)                        | RS/DS  | 18.68         | 135          | 7.2  |
| KT-21B                             | MDR (Residential)                        | RS/DS  | 21.66         | 152          | 7.0  |
| KT-30                              | HDR (Residential)                        | R3     | 7.40          | 171          | 23.1 |
| KT-40A                             | CC (Commercial Mixed Use)                | CMU/SA | 5.39          | 46           | 8.5  |
| KT-40B                             | CC (Commercial Mixed Use)                | CMU/SA | 18.10         | 163          | 8.8  |
| KT-41A                             | CC (Commercial)                          | GC     | 25.52         |              |      |
| KT-41B                             | CC (Commercial)                          | GC     | 29.52         |              |      |
| KT-42                              | CC (Commercial)                          | GC     | 8.45          |              |      |
| KT-43                              | Commercial/Business Professional         | CC/SA  | 11.91         |              |      |
| KT-50                              | PR (Park)                                | PR     | 38.80         |              |      |
| KT-51                              | PR (Park)                                | PR     | 4.36          |              |      |
| KT-52                              | PR (Park)                                | PR     | 7.61          |              |      |
| KT-60                              | Public/Quasi-Public (Sewer Lift Station) | P/QP   | 0.22          |              |      |
| KT-61                              | Public/Quasi-Public (Elementary School)  | P/QP   | 11.94         |              |      |
| KT-80A                             | OS (Open Space)                          | OS     | 17.68         |              |      |
| KT-80B                             | OS (Open Space)                          | OS     | 17.47         |              |      |
| KT-81                              | OS (Open Space)                          | OS     | 4.54          |              |      |
| KT-82                              | OS (Open Space)                          | OS     | 0.61          |              |      |
| <b>Sub-totals (KT Development)</b> |                                          |        | <b>411.62</b> | <b>1,543</b> |      |

**Table 4-2: Land Use, Zoning, & Acreage by Parcel (cont.)**

| PARCEL                            | GENERAL PLAN LAND USE<br>(Specific Plan Land Use) | ZONING | ACRES           | ALLOCATED<br>UNITS | DENSITY |
|-----------------------------------|---------------------------------------------------|--------|-----------------|--------------------|---------|
| UR-92                             | Urban Reserve                                     | UR     | 38.72           |                    |         |
| <b>Sub-totals (Urban Reserve)</b> |                                                   |        | <b>38.72</b>    | <b>0</b>           |         |
| WB-1A                             | LDR (Residential – Age-Restricted)                | RS/DS  | 30.30           | 126                | 4.2     |
| WB-1B                             | LDR (Residential – Age-Restricted)                | RS/DS  | 22.20           | 133                | 6.0     |
| WB-2A                             | LDR (Residential – Age-Restricted)                | RS/DS  | 11.81           | 58                 | 4.9     |
| WB-2B                             | LDR (Residential – Age-Restricted)                | RS/DS  | 7.67            | 39                 | 5.1     |
| WB-3A                             | LDR (Residential – Age-Restricted)                | RS/DS  | 11.10           | 66                 | 5.9     |
| WB-3B                             | LDR (Residential – Age-Restricted)                | RS/DS  | 11.23           | 71                 | 6.3     |
| WB-4                              | LDR (Residential)                                 | RS/DS  | 16.50           | 100                | 6.1     |
| WB-5                              | LDR (Residential)                                 | RS/DS  | 30.50           | 157                | 5.1     |
| WB-6                              | LDR (Residential)                                 | RS/DS  | 21.70           | 103                | 4.7     |
| WB-7                              | LDR (Residential)                                 | RS/DS  | 25.14           | 145                | 5.8     |
| WB-20                             | MDR (Residential)                                 | RS/DS  | 8.88            | 66                 | 7.9     |
| WB-21                             | MDR (Residential)                                 | RS/DS  | 11.80           | 81                 | 6.9     |
| WB-22                             | MDR (Residential)                                 | RS/DS  | 4.80            | 32                 | 6.7     |
| WB-23                             | MDR (Residential)                                 | RS/DS  | 9.88            | 71                 | 7.3     |
| WB-24                             | MDR (Residential)                                 | RS/DS  | 7.50            | 53                 | 7.1     |
| WB-25                             | MDR (Residential)                                 | RS/DS  | 14.30           | 100                | 7.0     |
| WB-30                             | HDR (Residential)                                 | R3     | 8.06            | 237                | 29.4    |
| WB-31                             | HDR (Residential)                                 | R3     | 11.10           | 263                | 23.7    |
| WB-32                             | HDR (Residential)                                 | R3     | 5.11            | 128                | 25.0    |
| WB-41                             | CC (Commercial)                                   | CC     | 10.11           |                    |         |
| WB-42                             | CC (Commercial)                                   | CC     | 14.55           |                    |         |
| WB-50                             | PR (Park)                                         | PR     | 8.74            |                    |         |
| WB-51                             | PR (Park)                                         | PR     | 4.47            |                    |         |
| WB-52                             | PR (Park)                                         | PR     | 1.50            |                    |         |
| WB-60                             | Public/Quasi-Public (Elementary School)           | P/QP   | 10.00           |                    |         |
| WB-61                             | Public/Quasi-Public (Well)                        | P/QP   | 0.31            |                    |         |
| WB-62                             | Public/Quasi-Public (Lift Station)                | P/QP   | 0.80            |                    |         |
| WB-80                             | OS (Open Space)                                   | OS     | 36.58           |                    |         |
| <b>Sub-totals (Westbrook)</b>     |                                                   |        | <b>356.64</b>   | <b>2,029</b>       |         |
| ROW                               | Right of Way/Landscape Corridors                  |        | 191.60          |                    |         |
| <b>Sub-totals (ROW)</b>           |                                                   |        | <b>191.60</b>   | <b>0</b>           |         |
| <b>Total</b>                      |                                                   |        | <b>2,072.16</b> | <b>8,679</b>       |         |

Table Updated February 2021  
(GIS acreages revised January 2021)



ORDINANCE NO.

ADOPTING A FIRST AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC ("MOURIER AGREEMENT") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a First Amendment of the Development Agreement by and between the City of Roseville and Mourier Investments, LLC, pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed First Amendment to Development Agreement, the City Council considered the 4th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

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

1. The First Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The First Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The First Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The First Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the First Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The First Amendment to Development Agreement, by and between the City of Roseville and Mourier Investments, 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 \_\_\_\_\_ 2021, 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 27383

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)

**FIRST AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE AND MOURIER INVESTMENTS, LLC  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This First Amendment of Development Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Mourier and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045949-00.

B. Mourier and City entered into the Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area, as such is more precisely defined in Exhibits "A" and "B" of the Development Agreement (the "Property"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Development Agreement.

C. This First Amendment to the Development Agreement (the "First Amendment") affects the Property, as such is again described in Exhibit "A" and depicted on Exhibit "B" attached to this First Amendment, and shall run with the land described in Exhibit "A" and depicted on Exhibit "B" hereto. Mourier and City intend for this First Amendment to document certain unit transfers within the Plan Area.



D. This First Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

- a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. \_\_\_\_ - \_\_\_\_.
- b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Property are hereby revised as follows:

|                            |                              |
|----------------------------|------------------------------|
| Low Density Residential    | 308 units on 61.8 Net Acres; |
| Medium Density Residential | 184 units on 22.0 Net Acres; |
| Community Commercial       | 0.1 Net Acres;               |
| Park                       | 1.0 Net Acres;               |
| Open Space                 | 37.1 Net Acres;              |
| Open Space (paseo)         | 0.8 Net Acres;               |
| Right of Way               | 17.3 Net Acres.              |

2. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this First Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. AMENDMENT. This First Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby, the Development Agreement remains in full force and effect.

4. FORM OF AMENDMENT. This First Amendment is executed in two duplicate originals, each of which is deemed to be an original.

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF ROSEVILLE,  
a municipal corporation

By: \_\_\_\_\_  
Dominick Casey  
City Manager

MOURIER INVESTMENTS, LLC, a  
California limited liability company

By:  \_\_\_\_\_  
John L. Mourier, III  
Managing Member

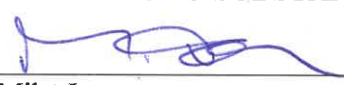
ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM;

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

By:  \_\_\_\_\_  
Mike Isom  
Development Services Director

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Placer )

On March 2, 2021 before me, Karen Headley, a notary public  
Date Here Insert Name and Title of the Officer

personally appeared John L. Moura III  
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.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

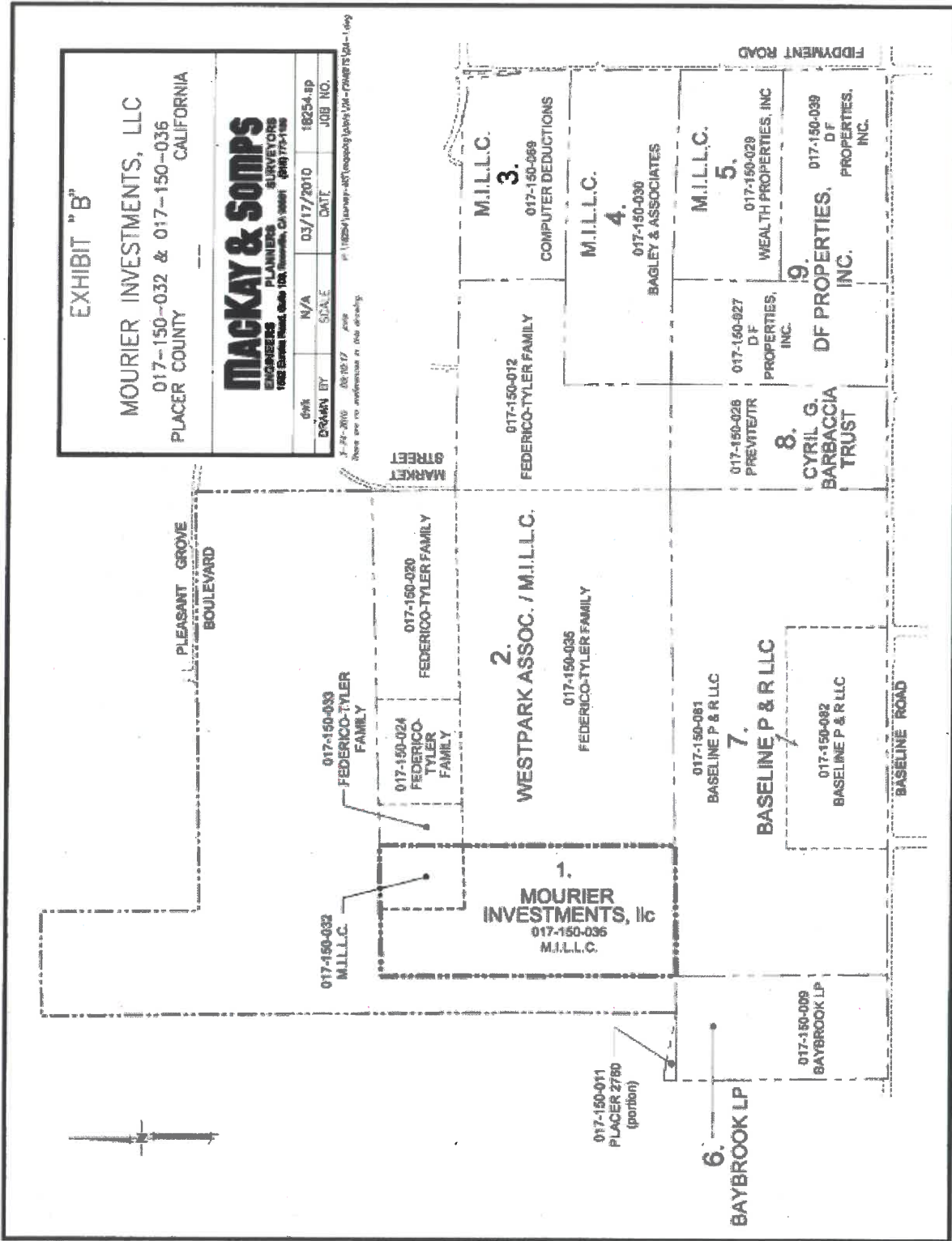
All that real property situated in a portion of Sections 26, 27, 34 & 35, Township 11 North, Range 5 East, Mount Diablo Meridian, County of Placer, State of California, being more particularly described as follows:

Property No. 1 APN's 017-150-032 & 036

The West 801.43 feet of the South 1056.00 feet of said Section 26; the South 1056.00 feet of the East Half of the Southeast Quarter of said Section 27, EXCEPTING THEREFROM the West 471.43 feet thereof; the East Half of the Northeast Quarter of said Section 34, EXCEPTING THEREFROM the West 471.43 feet thereof; the West 801.43 feet of the North Half of said Section 35.

Containing 140.1 acres, more or less.

# EXHIBIT B DEPICTION OF PROPERTY



ORDINANCE NO.

ADOPTING A FOURTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC, AND JOHN MOURIER CONSTRUCTION, INC. ("WESTPARK FEDERICO AGREEMENT") RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Fourth Amendment of the Development Agreement by and between the City of Roseville, Mourier Investments, LLC, and John Mourier Construction, Inc. pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Fourth Amendment to Development Agreement, the City Council considered the 4th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

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

1. The Fourth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Fourth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Fourth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Fourth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Fourth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Fourth Amendment to Development Agreement, by and between the City of Roseville, Mourier Investments, LLC, and John Mourier Construction, Inc., 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 \_\_\_\_\_ 2021, 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 27383

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)

**FOURTH AMENDMENT OF DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROSEVILLE, MOURIER INVESTMENTS, LLC,  
AND JOHN MOURIER CONSTRUCTION, INC.  
RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN**

This Fourth Amendment of Development Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF ROSEVILLE, a municipal corporation ("City"), MOURIER INVESTMENTS, LLC, a California limited liability company ("Mourier"), and JOHN MOURIER CONSTRUCTION, INC., a California corporation ("JMC") pursuant to Sections 65864 through 65869.5 of the Government Code of California.

**RECITALS**

A. Mourier, Westpark Federico, LLC, a California limited liability company ("Westpark Federico"), the Federico-Tyler Family Limited Partnership, a California limited partnership ("Federico-Tyler"), and City entered into a Development Agreement (the "Original Development Agreement") which was approved by the City Council of City on May 19, 2010, and recorded on June 18, 2010, in the Official Records of Placer County as Document No. 2010-0045943-00. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the Original Development Agreement.

B. Mourier, Westpark Federico, Federico-Tyler, and City entered into the Original Development Agreement relative to development within a portion of the Sierra Vista Specific Plan Area, as such is more precisely defined in Exhibits "A" and "B" of the Original Development Agreement (the "Property").



C. Westpark Federico assigned its interest in the Original Development Agreement to Westpark Sierra Vista, LLC, a California limited liability company ("Westpark Sierra Vista"), pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of January 5, 2011, and recorded January 12, 2011, as Document No. 2011-0003089-00, in the Official Records of Placer County, California.

D. Mourier, Westpark Sierra Vista, Federico-Tyler, and City entered into a First Amendment to the Original Development Agreement (the "First Amendment") which was approved by the City Council of City on December 20, 2017, and recorded on February 21, 2018, in the Official Records of Placer County as Document No. 2018-0010796-00.

E. Mourier, Westpark Sierra Vista, Federico-Tyler, and City entered into the First Amendment relative to development within certain portions of the Property, as such is more precisely defined in Exhibits "A" and "B" of the First Amendment.

F. Westpark Sierra Vista, as assignee of Westpark Federico, and Federico-Tyler each assigned its interest in the Original Development Agreement and First Amendment to Mourier pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of May 16, 2019, and recorded May 16, 2019, as Document No. 2019-0032321-00, in the Official Records of Placer County, California.

G. Mourier and City entered into a Second Amendment to the Original Development Agreement (the "Second Amendment") which was approved by the City Council of City on March 4, 2020, and recorded on April 13, 2020, in the Official Records of Placer County as Document No. 2020-0032961-00.

H. Mourier and City entered into the Second Amendment relative to development within certain portions of the Property, as such is more precisely defined in Exhibits "A" and "B" of the Second Amendment.

I. City and Westpark Sierra Vista, LLC, as assignee of Westpark Federico, LLC, Solaire Community Builders, LLC, Taylor Morrison of California, LLC, Tri Pointe Homes, Inc., and Solaire - Roseville, L.P. (collectively, "Westpark"), entered into a Third Amendment to the Original Development Agreement (the "Third Amendment") which was approved by the City Council of City on November 9, 2020, and recorded on November 10, 2020, in the Official Records of Placer County as Document No. 2020-0128930-00.

J. City and Westpark entered into the Third Amendment relative to development within certain portions of the Property, as such is more precisely defined in Exhibits "A" and "B" of the Third Amendment. The Original Development Agreement, the First Amendment, the Second Amendment, and the Third Amendment are hereinafter collectively referred to as the "Development Agreement."

K. Mourier assigned a portion of its interest in the Development Agreement with respect to the Fourth Amendment Property (as defined below) to JMC pursuant to that certain Assignment and Assumption Agreement Relative to the Sierra Vista Specific Plan Development Agreement dated as of \_\_\_\_\_, \_\_, 2021, and recorded \_\_\_\_\_, \_\_, 2021, as Document No. 2021-\_\_\_\_\_-00, in the Official Records of Placer County, California.

L. This Fourth Amendment to the Development Agreement (the "Fourth Amendment") affects certain portions of the Property (the "Fourth Amendment Property"), as described in Exhibit "A" and depicted on Exhibit "B" attached to this Fourth Amendment, and shall run with the land described in Exhibit "A" and depicted on Exhibit "B" hereto. City, Mourier, and JMC intend for this Fourth Amendment to document certain unit transfers within the Plan Area, revise the parties' obligations with respect to groundwater production wells and recycled water facilities, update the parties' evaluation of water conservation goals, and resolve the parties' inconsistent interpretations of Subsection 3.17.1.2(i) of the Development Agreement.

M. This Fourth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT.

a. The term "Entitlements" set forth in Recital F of the Development Agreement for the Fourth Amendment Property is hereby revised to include the Sierra Vista Specific Plan and Design Guidelines, as amended and adopted by Resolution No. \_\_\_\_-\_\_\_\_.

b. The land use designations, approximate acreages, and unit counts in Section 2.2 of the Development Agreement for the Fourth Amendment Property are hereby revised as follows:

|                            |                              |
|----------------------------|------------------------------|
| Low Density Residential    | 156 units on 35.4 Net Acres; |
| Medium Density Residential | 457 units on 62.6 Net Acres; |
| Park                       | 5.6 Net Acres                |

c. Section 3.7.2 of the Development Agreement for the Fourth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.2 Groundwater Wells. If applicable, Landowner shall dedicate to City Parcels JM-60 and FD-63 for two (2) groundwater wells at the approximate locations shown in Exhibit "Q". The City shall be responsible for the construction of monitoring wells for determining water production and quality and the topside improvements.

Landowner shall be responsible for drilling and completing the production wells (but not above ground well improvements such as pumping and treatment facilities) as further described below ("Well Construction Requirements"). To facilitate the drilling of the monitoring wells Landowner will provide City and its contractors access to and within the location of the well site to enable City to install monitoring wells to confirm desired capacity and water quality.

It is the intent of this section (and the Parties) that the groundwater well locations identified within the SVSP shall be capable of achieving a yield of approximately 1,800 gallons per minute and the groundwater water is of such quality that only disinfection will be required to meet California Drinking Water Quality Standards. Should the City determine the available capacity or water quality does not achieve these objectives, Landowners shall, at its own cost, work with the City to relocate well sites within the SVSP until these objectives are satisfied.

The Landowner shall contact the City Environmental Utilities Department prior to construction of the production wells. Landowner shall receive approval from the City of the well design and drilling method prior to commencement of this work. Wells shall be drilled at the time of occupancy of any residential units within 500 feet of the well site. Landowner shall include noise curtains for a particular well if at the time of construction of the well homes are occupied between 500 feet and 1000 feet of the well.

Notwithstanding the foregoing, if the City adopts a revised water connection fee which is uniformly applied on a City-wide basis and encompasses the costs of the Well Construction Requirements, Landowner shall be relieved of the Well Construction Requirements set forth in this Section 3.7.2 so long as Landowner pays the applicable fee."

- d. Section 3.7.4 of the Development Agreement for the Fourth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.7.4 Water Conservation Goal. The City has determined, and Landowner agrees, that the available water supply is sufficient to serve all phases of the Project. This determination was the conclusion of a review of the demand and source issues created by the projected build-out of the Project based upon the various technical studies completed in connection with the environmental review of the Project. The demand for water at build-out of the Project was

determined by reference to the City's current information on water usage by the various land uses included and permitted within the City and the proposed land uses within the Project and by reference to the Landowner's Sierra Vista Specific Plan Water Conservation Plan which includes a reduction in water use by 17% over current use characteristics.

The sources for water evaluated for the Project are the same types of sources currently used throughout the City; namely, surface water contracts with federal and local agencies and the use of groundwater. City and Developer are satisfied, based upon detailed technical analysis, that the demand and source assumptions relied upon to assure water for the Project are valid. However, the Parties have agreed to the following procedure to assure the continued validity of the underlying assumptions and the continued availability of sufficient water to service all phases of the SVSP Project.

With the implementation of the City's Advanced Metering Infrastructure ("AMI") system, the City will have the ability to monitor potable water consumption on a near real term basis. If the City determines that water consumption exceeds what was anticipated and will negatively affect the City's ability to provide water for the Project, then the Parties shall meet and in good faith attempt to implement whatever measures are needed to assure the water supply will meet the Project's demands. In the event that the City adopts a City-Wide requirement for a reduction in water use by more than the 17% over current potable water usage as set forth herein, and the then built portion of the SVSP has met its 17% objective set forth in this Section 3.7.4, the residential units for which building permits have not yet been issued shall be required to implement such measures necessary to achieve such City-Wide requirement, above the 17% objective set forth in this Section 3.7.4. Development and implementation of such measures shall be at Landowner's cost. The foregoing notwithstanding, should City achieve its adopted City-Wide water conservation goals, the SVSP Area shall not under any circumstances be deemed out of compliance with its Water Conservation Plan water conservation objective as set forth herein."

- e. Section 3.9 of the Development Agreement for the Fourth Amendment Property is hereby amended and revised in its entirety to read as follows:

"3.9 Recycled Water Facilities. Landowner shall construct recycled water system facilities as provided in this Section 3.9 and the Phasing Plan in Section 3.3, and as shown in Exhibit "U",

attached hereto and made a part hereof. Recycled water shall be used for irrigation of parks and landscape setbacks, medians, paseos adjacent to collector streets and other landscape areas including all multi-family and non-residential landscaping uses. Landowner shall construct and dedicate upon completion thereof, a recycled water distribution system as generally shown in Exhibit "U". In the event that the WRSP has not constructed recycled water facilities necessary to serve the SVSP, Landowner shall construct the necessary off-site recycled facilities and obtain reimbursement from the WRSP in accordance with Section 4.2.2 herein.

City shall construct a recycled water tank(s), pump station expansion and appurtenant recycled water facilities on City property in the WRSP as required for the Project. City shall be responsible to dismantle and eliminate each potable water charging station (5 total) as set forth in Section 3.3, and make the appropriate connections to the WRSP recycled water system as part of the construction of the recycled water tank(s) and pump station expansion on City property in the WRSP. City costs, estimated at \$5.3 million, associated with the recycled water tank(s), pump station expansion, elimination of the potable water charging stations and connections to the West Roseville Specific Plan recycled water system, and appurtenant recycled water facilities (hereinafter, the "Recycled Water Facilities"), which include, but are not limited to, permitting, design, construction, design support during construction phase, construction management, inspection, and City's administrative and labor costs, shall be paid through a combination of methods, as follows:

- (i) The City shall, as part of maximum special taxes in the Project CFD(s), as defined in Section 3.17.1 of the Agreement, include in such levy of maximum special taxes on all DUEs in the Specific Plan, comprised of 6,650 residential units and 2,095,236 square feet of non-residential building square footage, an amount of \$30/sewer equivalent dwelling unit ("sewer EDU")/year starting at the time a water meter is installed for the particular land use or as classified as a developed parcel in the rate and method for the Project CFD(s);
- (ii) The City shall levy up to maximum special taxes in the Project CFD(s), as defined in Section 3.17.1, necessary to generate what is estimated at \$2.4 million (in year 2010 dollars), adjusted annually by the CCI, for a portion of the Recycled Water Facilities to be financed pursuant to this Section 3.9. Such maximum special taxes shall be levied at issuance of building permits in the case of residential land uses, and at certificate of occupancy for non-residential land uses, on a pro-rata basis for a Landowner's proportionate share of its obligation under this Section 3.9, with sewer EDUs on all

properties in the SVSP as the denominator, and the sewer EDUs in a large lot parcel as the numerator, and shall remain in place until Landowner's proportionate share of the \$2.4 million in pay-as-you-go special tax revenue for such Recycled Water Facilities set forth in this Section 3.9, as may be adjusted by the CCI, is fully paid.

- (iii) City shall impose a charge for recycled water of \$20/sewer EDU/month (based on meter size) over the standard City charge for irrigation service (including the use of potable water on an interim basis) as such standard recycled water charge may from time to time be adjusted by City, charged to future recycled water billing accounts in the Plan Area for landscape setbacks for high density residential and non-residential land uses, until such time as \$2.9 million for the Recycled Water Facilities, beyond the \$2.4 million of maximum special taxes collected, is fully funded; and
- (iv) If the costs of the Recycled Water Facilities fall below or rise above the \$5.3 million estimated cost, City shall adjust accordingly the amounts financed as set forth in this Section 3.9.

All recycled water system facilities including storage tank(s), pump station, transmission, distribution and public and private irrigation systems shall be designed and constructed pursuant to City's then current Improvement Standards, unless modifications are otherwise mutually agreed to by Landowner and the Environmental Utilities Director, and shall be subject to City plan review, construction, inspection and final approval and payment of all applicable fees for plan review, mapping and inspection of such improvements.

If City adopts a revised water connection fee (which is uniformly applied on a City-wide basis and encompasses the estimated \$5.3 million for the "Recycled Water Facilities" described in this Section 3.9), Landowner shall not be responsible for the payment of the estimated \$5.3 million pro-rata share of the cost of the Recycled Water Facilities, except through the payment of the City's recycled water connection fee, or City's revised water connection fee if a recycled water connection fee is embedded into City's revised water connection fee, or any special benefit fees as may be applicable to the Project to fund the Recycled Water Facilities."

- f. Section 3.17.1.2(i) of the Development Agreement for the Fourth Amendment Property is hereby amended and revised in its entirety to read as follows:

"(i) For the Fourth Amendment Property, the previous fee deferral provisions of this subsection are hereby deemed null and void and the only fee deferral eligible to be paid

with bond proceeds from future bond sales commencing in the year 31 timeframe shall be fifty percent (50%) of the SPRTA Tier II Traffic Fee pursuant to the terms and conditions of the Tier II Development Fee Deferral Program and one hundred percent (100%) of the City-Wide Park Fee that would otherwise be paid at the time of issuance of building permits for low, medium, and high density residential dwelling units. The amount of the SPRTA Tier II Traffic Fee deferral provided by this Section shall be adjusted as the SPRTA Tier II Traffic Fee may be subsequently adjusted. The amount of the City-Wide Park Fee deferral provided by this Section shall be adjusted as the City-Wide Park Fee may be subsequently adjusted pursuant to Section 3.12.4 of the Development Agreement."

2. **CONSISTENCY WITH GENERAL PLAN.** The City Council has found and determined that this Fourth Amendment of the Development Agreement is consistent with the General Plan and the Sierra Vista Specific Plan.

3. **AMENDMENT LIMITED TO FOURTH AMENDMENT PROPERTY.** This Fourth Amendment is limited to and applies only to development of the Fourth Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Sierra Vista Specific Plan Area, including without limitation, any other portion of the Property.

4. **AMENDMENT.** This Fourth Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. As amended hereby with respect to the Fourth Amendment Property, the Development Agreement remains in full force and effect.

5. **FORM OF AMENDMENT.** This Fourth Amendment is executed in two duplicate originals, each of which is deemed to be an original.

**IN WITNESS WHEREOF**, the City of Roseville, a municipal corporation, has authorized the execution of this Fourth Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_\_ day of \_\_\_\_\_, 2021.

[Remainder of Page Intentionally Blank; Signatures Follow on Next Page]

CITY:

CITY OF ROSEVILLE,  
a municipal corporation

By: \_\_\_\_\_  
Dominick Casey  
City Manager

ATTEST:

By: \_\_\_\_\_  
Sonia Orozco  
City Clerk

APPROVED AS TO FORM;

By: \_\_\_\_\_  
Robert R. Schmitt  
City Attorney

APPROVED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Mike Isom  
Development Services Director

MOURIER:

MOURIER INVESTMENTS, LLC, a  
California limited liability company

By: \_\_\_\_\_  
John L. Mourier, III  
Managing Member

JMC:

JOHN MOURIER CONSTRUCTION,  
INC., a California corporation

By: \_\_\_\_\_  
Rod Yamanaka  
CFO



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )  
County of Placer )

On MARCH 2, 2021 before me, KAREN HEADLEY, a notary public  
Date Here Insert Name and Title of the Officer

personally appeared John L. Mowier III  
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.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )  
County of Placer )  
On March 2, 2021 before me, Karen Headley, a notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Rod Yamangka  
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.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

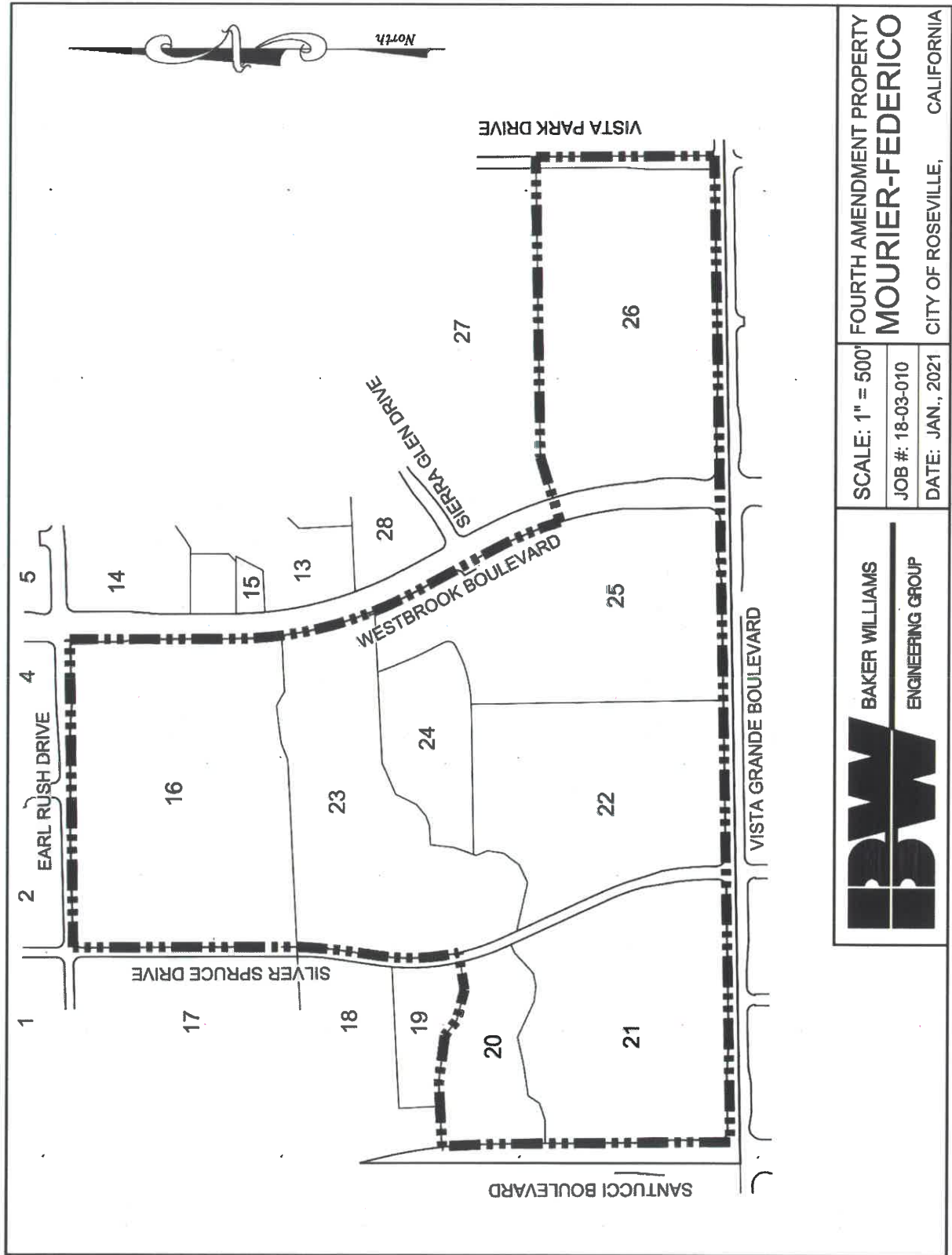
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Fourth Amendment Property**

All that real property situated in the City of Roseville, County of Placer, State of California and being a portion of Sections 26, 35 and 36, Township 11 North, Range 5 East, M.D.M. and all of Lots 16, 20, 21, 22, 23, 24, 25 and 26 as shown on the Final Map entitled "Sierra Vista – Federico Large Lot Subdivision – Subdivision No. PL15-0192", filed February 16, 2018 in Book EE of Maps, at Page 6, Official Records of Placer County.

# **EXHIBIT B** **Depiction of Fourth Amendment Property**



|                                                                                       |                           |                               |
|---------------------------------------------------------------------------------------|---------------------------|-------------------------------|
|  | FOURTH AMENDMENT PROPERTY |                               |
|                                                                                       | MOURIER-FEDERICO          |                               |
|                                                                                       | SCALE: 1" = 500'          | CITY OF ROSEVILLE, CALIFORNIA |
|                                                                                       | JOB #: 18-03-010          |                               |
| BAKER WILLIAMS                                                                        |                           | DATE: JAN., 2021              |
| ENGINEERING GROUP                                                                     |                           |                               |