



AGENDA
March 15, 2017

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

1. CALL TO ORDER

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

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

5. PRESENTATIONS

5.1. Kathryn McClary Award

Presentation of the Kathryn McClary Operator of the Year Award to Jeanne Waddoups, MV Transportation bus operator.

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

6. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

7. CONSENT CALENDAR

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

7.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of January 18, 2017 City Council/Housing Authority/Housing Successor meeting, February 1, 2017 City Council/Housing Authority meeting, February 2, 2017 City Council Goals Workshop, February 15, 2017 City Council meeting.

CC #: 8342

File #: 0102-03

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

Bids / Purchases / Services

7.2. Roseville Main Library Accessible Restroom Update Phase 2 (RFQ 01-3115) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-102 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NOLEN CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703522). Staff requests Council authorize a service agreement with Nolen Construction, Inc. as the lowest responsive bidder for RFQ 01-3115 for the Roseville Main Library Accessible Restroom Update Phase 2. The Main Library was built in 1974, and the restroom needed to be updated to meet the current Americans with Disabilities Act codes. The total cost for the repairs is \$147,840.00. Funding is included in the FY2016-17 Library Public Building Capital Improvement Project Fund budget.

CC #: 8334

File #: 0704-01

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

7.3. Cummins Vehicle Parts (RFQ 01-3123) - Service Agreement

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-91 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NORCAL KENWORTH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708001). Staff recommends Council authorize a service agreement to Norcal Kenworth as the lowest responsive bidder to RFQ 01-3123 for the purchase and installation of miscellaneous Cummins vehicle parts on an as-needed basis. The Fleet Services Division has a requirement for Cummins parts to repair and maintain the Fleet vehicles that have "IS" series Cummins engines, installed in vehicles operated by Alternative Transportation, Solid Waste, Electric, Public Works, Water and Wastewater. The estimated total spend through June 30, 2017 is \$65,000.00 and the estimated spend for FY2017-18 is \$175,000.00 or up to department budgeted amounts. Funding is included in the Fleet Division's FY2016-17 budget. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8320

File #: 0203-02

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

7.4. Ballistic Plate Carriers and Ballistic Plates (RFQ 01-3121) - Purchase Order

Memo from Senior Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-87 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND SECURITY 20/20, INC. DBA SECURITY PRO USA. This is a request of Council to authorize a purchase order to Security 20/20, Inc. doing business as Security Pro USA as the lowest responsive bidder to RFQ 01-3121 for ballistic plate carriers and ballistic plates to be purchased on an as needed basis for use by all uniformed officers. Ballistic plate carriers and ballistic plates are used during emergency situations where officers are faced with a potential threat from a rifle. The cost of the initial purchase of 135 sets of plates and carriers is \$27,540.00 plus tax of \$1,996.65 for a total of \$29,536.65. Funding is included in the Police Department's FY2016-17 Capital Improvement Rehabilitation Fund. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 8308

File #: 0203-12

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

7.5. Vehicle Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul

Diefenbach recommending Council authorize a purchase order to National Auto Fleet Group for one Ford Escape utilizing National Joint Powers Alliance contract 120716. The Police Department is purchasing one Ford Escape to be used by volunteers to conduct Citizens on Patrol, vacation house checks, and attend numerous community related events throughout the year. The total cost of one Ford Escape is \$24,148.28. Funding is included in the FY2016-17 Auto Replacement Budget.

CC #: 8335

File #: 0203-01

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

7.6. Genfare Fare Boxes – Sole Source Purchase Order

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council authorize a sole source purchase not to exceed \$31,000.00 for two (2) Genfare fare boxes to be installed on two (2) new Roseville Transit buses. A sole source purchase is proposed because GenFare fare boxes are installed on all Roseville Transit buses, and this is the only equipment available that reads the information encoded in the electronic fare media used by Roseville Transit. Funding is provided through State Proposition 1B grant funding and local transportation development act funds.

CC #: 8315

File #: 0721

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

Resolutions

7.7. Linda Drive - Roadway Right of Way Vacation

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-96 ORDERING SUMMARY VACATION OF A PORTION OF THE ROADWAY RIGHT-OF-WAY OF LINDA DRIVE. Staff is requesting a vacation of a portion of Linda Drive along City-owned property for the construction of Fire Station No. 1. There is no cost associated cost with this action.

CC #: 8326

File #: 0800-05

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

7.8. Designation of Assistant City Manager as the City of Roseville's Authorized Agent to the Governor's Office of Emergency Services

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-88 DESIGNATING THE ASSISTANT CITY MANAGER AS THE AUTHORIZED AGENT TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the designation of the Assistant City Manager as the City's Authorized Agent to the Governor's Office of Emergency Services for all

matters pertaining to State disaster assistance. Doing so will allow staff to obtain federal financial assistance in acquiring 645 Riverside Avenue as a part of the City's flood mitigation efforts.

CC #: 8311

File #: 0307

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

7.9. Master Plan for F-56 Regional Park

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-98 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALLANDER ASSOCIATES LANDSCAPE ARCHITECTURE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting approval of the professional design services agreement with Callander Associates Landscape Architects, Inc. for \$109,475.00 for master plan services on the F-56 Regional Park Project. Allocation for the preparation of a master plan was approved in the FY2016-17 budget through the West Roseville City-wide Park Fund. There will be no impact to the General Fund.

CC #: 8328

File #: 0704-01

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

7.10. Street Closure Request - Revolution Run - March 25, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-100 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN ADAMS ACADEMIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and approve closure of Northbound lane number two of Harding Boulevard, between Lead Hill Boulevard and Wills Road on Saturday, March 25, 2017 from 7:30 a.m. - 11:00 a.m. for the Revolution Run organized by John Adams Academy. All costs associated with this event for City services will be reimbursed by John Adams Academy.

CC #: 8332

File #: 0109-02

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

7.11. Streambed Alteration Agreement for Routine Maintenance Activities – Agreement Approval

Memo from Environmental Coordinator Mark Morse and Assistant City Manager Dominick Casey recommending Council adopt RESOLUTION NO. 17-103 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The cost of this agreement in previous years has

been minimal, however, additional surveying, monitoring, reporting and tracking requirements will increase the current agreement cost by approximately \$20,000.00. The Parks, Recreation and Libraries Open Space Division will absorb the majority of the cost increase. Additional funding sources include special taxes collected by assessment districts (where available) and the General Fund.

CC #: 8309

File #: 0309-03

CONTACT: Mark Morse 916-774-5499 mmorse@roseville.ca.us

7.12. Housing Element Annual Progress Report for Calendar Year 2016

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-93 HOUSING ELEMENT ANNUAL PROGRESS REPORT (Calendar Year 2016). The California Government Code requires the City to provide this annual report to their legislative body, and the State Offices of Office of Planning & Research and Housing & Community Development on the status of the Housing Element of the General Plan and progress in its implementation.

CC #: 8324

File #: 0709-02-01

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

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

7.13. 2017 Weed Abatement

Memo from Fire Inspection Supervisor Rob Arnett and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 17-86 OF THE COUNCIL OF THE CITY OF ROSEVILLE DECLARING ALL WEEDS, DIRT, RUBBISH OR RANK GROWTHS WITHIN THE CITY OF ROSEVILLE TO BE A PUBLIC NUISANCE; ORDERING THE FIRE CHIEF TO GIVE NOTICE OF THE PASSAGE OF THIS RESOLUTION; AND SETTING A TIME AND PLACE FOR HEARING ANY OBJECTIONS TO THE PROPOSED DESTRUCTION OR REMOVAL OF SUCH WEEDS, DIRT, RUBBISH, OR RANK GROWTHS. To initiate the 2017 Weed Abatement Program, staff recommends approval of a resolution declaring weeds, rubbish, dirt, and/or rank growth within the City to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing. The public hearing will be scheduled for the City Council meeting on Wednesday, April 19, 2017. Each year all vacant parcels are identified and property owners are notified of their obligation to maintain adequate fire breaks as a fire protection/prevention measure. Property owners are given an opportunity to abate hazards that exist on their parcels. The City only conducts abatement activities on private parcels once the owner has failed to abate the hazard by a pre-determined date specified by the Fire Department. Abatement costs related to private properties are billed to the respective property owners. Owners of private parcels that are abated by the City are responsible for the costs associated with providing abatement services. A bill is sent to each property owner detailing the abatement costs, as well as an administrative fee. If the property owner fails to pay the bill, the City places a lien on the subject

property and the monies owed are reimbursed through the property tax collection process.

CC #: 8307

File #: 0320-01

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

7.14. Louis Orlando Transfer Point Project - Grant Application

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-90 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT LOW CARBON TRANSIT OPERATIONS PROGRAM GRANT APPLICATIONS AND TO EXECUTE THE RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS. This item requests that Council authorize the submittal of a Low Carbon Transit Operations Program grant application in an amount up to \$69,663.00 for the Louis Orlando Transfer Point Project. The Louis Orlando Transfer Point Project is funded entirely with transportation funds. No General Fund money will be used for the project.

CC #: 8318

File #: 0800-04 & 0214

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

7.15. Ongoing Operations of the Regional Connect Card System - Memorandum of Understanding

Memo from Alternative Transportation Manager Michael Dour and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-99 APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS, THE SACRAMENTO REGIONAL TRANSIT DISTRICT, THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, THE COUNTY OF SACRAMENTO, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE YOLO COUNTY TRANSPORTATION DISTRICT AND YUBA-SUTTER TRANSIT AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a request authorizing the City to enter into a Memorandum of Understanding for the Ongoing Operations of the Regional Connect Card System. Connect Card is the Sacramento region's new transit smart card fare collection system.

CC #: 8329

File #: 0721

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

7.16. Housing-Related Parks Program Grant Application

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-106 AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT A HOUSING-RELATED PARKS PROGRAM GRANT APPLICATION IN AN AMOUNT UP TO \$230,000 FOR USE IN THE REHABILITATION OF

JOHNSON POOL COMMUNITY SWIM CENTER AND PROVIDING AUTHORIZATION TO NEGOTIATE AND EXECUTE THE RELATED GRANT APPLICATION, FORMS, AGREEMENTS, AND ALL RELATED DOCUMENTS. This item will authorize the City Manager or his designee to submit a grant application to the Housing-Related Parks Program for up to \$230,000.00 for use in the rehabilitation of the Johnson Pool community swim center. These grant funds will be used with federal Community Development Block Grant funds in the facility's rehabilitation based on information provided in the 2015 facility assessment. This will reduce potential need on the General Fund for this project.

CC #: 8340

File #: 0707 & 0214

CONTACT: Danielle Foster 916-774-5446 dfoster@roseville.ca.us
Chris Robles 916-774-5421 crobles@roseville.ca.us

7.17. Internet Service Providers - Master Sales Agreement and Service Agreement Amendment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-94 APPROVING A MASTER SALES AGREEMENT AND AMENDMENT BETWEEN THE CITY OF ROSEVILLE AND COMCAST BUSINESS COMMUNICATIONS MANAGEMENT, LLC, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE BOTH ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-95 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND COGENT COMMUNICATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704316). Staff requests Council approve a Master Sales Agreement and First Amendment with Comcast to provide a managed internet connection to the City's Vernon Data Center at a cost of \$26,558.16 each year for five years. Staff also requests Council approve a Service Agreement with Cogent to provide a managed internet connection to the City's Riley Data Center, at a cost \$32,420.00 for the first year and \$30,120.00 each year thereafter. These managed services will be funded proportionally from the annual operating budgets in each department.

CC #: 8325

File #: 0708 & 0800-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

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

7.18. Cirby-Douglas-Berry Fiber Addition Project - Budget Adjustment

Memo from Senior Power Engineer Mitch Larkin and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5810 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item is a budget adjustment for \$275,000.00 to fund additional

construction costs to replace the existing medium voltage lines between Douglas and Cirby substations along Sunrise Boulevard during the Cirby-Douglas-Berry Fiber Addition Project. Completing this work will reduce costs, minimize impacts on customers and increase system reliability. This will increase the total Cirby-Douglas-Berry Fiber Addition Project budget from \$300,000.00 to \$575,000.00 in the Electric Construction Fund.

CC #: 8312

File #: 0800-03 & 0201-01

CONTACT: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

7.19. Downtown Bridges & Trail Improvement Project - Professional Services Agreement and Budget Adjustment

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-89 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5811 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request for Council approval of a budget adjustment and agreement for construction management services for the Downtown Bridges and Trail Improvement Project. The project includes refurbishment and rotation of the Rube Nelson Bridge, construction of a replacement Library Bridge, and construction of the Oak Street Class I Trail. The not-to-exceed fee for the Construction Management Services contract with The Hanna Group is \$456,093.24. The budget adjustment in the amount of \$500,000.00 includes funding for The Hanna Group's services and funding for staff time associated with managing The Hanna Group contract. The construction management services are largely funded by federal grants, with matching funds provided by local Transportation Development Act Funds and a state Bicycle Transportation Account Grant.

CC #: 8313

File #: 0401-02-02-1 & 0201-01

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

7.20. Roseville Aquatics Complex Deck Replacement and Pool Re-plaster Project - Professional Design Services Agreement, Grant Acceptance, and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-101 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ARCH-PAC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5814 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS

ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and accept a \$500,000. grant from Placer Valley Tourism. In October 2016, Placer Valley Tourism informed the City of a \$500,000.00 grant award to re-plaster the competition pool and repair the surrounding concrete deck at the Roseville Aquatics Complex. The total estimated cost of the project is \$1,200,000.00. The budget adjustment of \$700,000.00 from the General Capital Improvement Project Rehabilitation Fund is needed to fully fund the project.

CC #: 8333

File #: 0707 & 0201-01 & 0214

CONTACT: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

7.21. Development Services Building Inspection Contract Services - Budget Adjustment

Memo from Building Official Scott Byrnes and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5813 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 Development Services Department, Building Division, requests that Council approve a budget adjustment of \$275,000.00 for contract plan check and inspection services. The requested budget adjustment would result in a neutral fiscal impact as the costs associated with contract plan check and inspection services will be offset through additional projected revenues through the end of FY2017.

CC #: 8321

File #: 0800-06 & 0201-01

CONTACT: Scott Byrnes 916-774-5338 sbyrnes@roseville.ca.us

7.22. Electric Department Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5812 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5805, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE MARCH 18, 2017, AS AN URGENCY MEASURE. Staff is requesting the Management A & B salary schedules be amended to reflect the addition of the new classification Assistant Electric Utility Director-Financial and Administrative Services. In addition, staff is requesting Council approve the Electric Department allocation schedule reflecting the addition of one Assistant Electric Utility Director-Financial and Administrative Services and deleting one vacant Electric Customer Programs Supervisor. The proposed changes will result in an annual cost to the Electric Department of \$67,199.00 and a fiscal impact of \$20,677.00 which will be absorbed by salary savings, due to existing vacancies, in the current FY17 budget.

CC #: 8314

File #: 0600-01

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

Ordinances (for second reading and adoption)

7.23. Second Reading - Municipal Code Amendment - Cooperative Purchasing

ORDINANCE NO. 5817 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.12.105 OF CHAPTER 4.12 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COOPERATIVE PURCHASING, for second reading and adoption.

CC #: 8339

File #: 5817

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

7.24. Second Reading - Municipal Code Amendment - 2017 Speed Limit Ordinance Update

ORDINANCE NO. 5816 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 adoption.

CC #: 8338

File #: 0316-04

CONTACT: Jerome Pastor 916-746-1352 jpastor@roseville.ca.us

Reports / Requests

7.25. Out of State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee requesting City Council approve out-of-state travel for Firefighter Trevor Hartman to attend two-1 week multi-city seminars designed specifically for fire service personnel responsible for specifying and procuring fire personal protective equipment occurring March and May, 2017. All costs related to travel for the City employee, including air fare, transportation, lodging and meals are covered by Lion and Globe Manufacturing. Staff costs are limited to backfilling the attendee's normal shift assignment. The total shift impact will be two days for each class or a total of four shifts between the two classes. All staffing costs are within current department budgets with no additional funds requested. The total staff costs for the two trips will not exceed \$3,177.00.

CC #: 0600-02

File #: 8319

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

7.26. HOUSING AUTHORITY - Housing Authority Status Report - Housing Choice Voucher Program

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles with an informational report providing the City Council, acting as the Roseville Housing Authority Governing Board, a quarterly informational report on the Roseville Housing Authority Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8323

File #: 0709-02-01

CONTACT: Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Ceremonial Documents

7.27. Resolution of Commendation and Appreciation to Michelle Nordquist

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

CC #: 8341

File #: 0102-10

CONTACT: Roy VanNess 916-774-5553 rvanness@roseville.ca.us

END OF CONSENT CALENDAR

8. MINUTES

8.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of March 1, 2017 City Council/Housing Authority meeting (Herman absent).

CC #: 8343

File #: 0102-03

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

9. RESOLUTIONS

9.1. AB 2021 Energy Efficiency Targets

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-82 APPROVING ROSEVILLE ELECTRIC UTILITY'S ENERGY EFFICIENCY TARGETS. Staff recommends Council approve Roseville Electric Utility's energy efficiency targets for the next 10 year period as required by California Assembly Bill 2021. There is no financial impact from the approval of the 10 year energy efficiency targets.

CC #: 8337

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

10. ORDINANCES

10.1. 401 Oak Street and Adjacent Properties Purchase and Sale Agreement

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt

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; and adopt 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; and adopt ORDINANCE NO. 5815 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve a Purchase and Sale Agreement between the University Development Foundation and the City for the sale of 401 Oak Street and adjacent properties for \$190,000.00. A Professional Services Agreement with Mark Thomas & Company is requested for professional engineering services (preparation of flood certificate, tentative and final map). A budget adjustment is necessary to allocate \$53,406.00 from the Building Improvement Fund to cover the costs of due diligence items required for property sale (appraisal and engineering/mapping services).

CC #: 8336

File #: 1003 & 0201-01

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

11. SPECIAL REQUESTS/REPORTS/PRESENTATION

11.1. Police Department Staffing Study

Memo from Department Public Information Officer Dee Dee Gunther and Police Chief Daniel Hahn with a report from the Matrix Consulting Group regarding the current and future staffing needs of the Police Department.

CC #: 8331

File #: 0600-01

CONTACT: James Maccoun 916-774-5011 jmaccoun@roseville.ca.us

11.2. City's 2017 Economic Development Update

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles with a presentation of the City's 2017-2018 Economic Development Department's Areas of Focus and Strategic Objectives.

CC #: 8310

File #: 0102-11

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

12. 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.

12.1. Main Street Plaza - 304 Washington Boulevard - Affordable Housing Disposition and Development Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-97 APPROVING AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MAIN STREET PLAZA, LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, AND MAKING FINDINGS AS REQUIRED BY HEALTH AND SAFETY CODE SECTION 33433. This item is in follow-up to the February 15, 2017 City Council action, on behalf of the City and the Housing Successor, to award a City-owned affordable housing site and local affordable housing funds to the Main Street Plaza Affordable Housing Project. The recommended public hearing and Amended and Restated Disposition and Development Agreement are being provided in accordance with Redevelopment Law requirements to carry out City Council action.

CC #: 8327

File #: 0709-03-02

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

13. COUNCIL / STAFF / REPORTS/ COMMENTS

14. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8317

File #:

Title: Kathryn McClary Award

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

Meeting Date: 3/15/2017

Item #: 5.1.

RECOMMENDATION TO COUNCIL

Presentation of the Kathryn McClary Operator of the Year Award to Jeanne Waddoups, MV Transportation bus operator.

BACKGROUND

MV Transit annually selects a bus operator of the year award for each of its work sites. In Roseville, MV has selected Jeanne Waddoups as their operator of the year.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8342
File #: 0102-03

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

Meeting Date: 3/15/2017
Item #: 7.1.

RECOMMENDATION TO COUNCIL

Approve the Minutes of January 18, 2017 City Council/Housing Authority/Housing Successor meeting, February 1, 2017 City Council/Housing Authority meeting, February 2, 2017 City Council Goals Workshop, February 15, 2017 City Council meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

January 18, 2017
February 1, 2017
February 2, 2017
February 15, 2017



MINUTES

January 18, 2017

**CITY COUNCIL MEETING
HOUSING AUTHORITY MEETING
HOUSING SUCCESSOR AGENCY MEETING
7:00 p.m.
City Council Chambers
311 Vernon Street
Roseville, California**

1. CALL TO ORDER

Mayor Rohan called the January 18, 2017 City Council/Housing Authority/Housing Successor Agency meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Gore.

4. MEETING PROCEDURES

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

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken.
Speakers are requested to restrict comments to the item as it appears on the agenda

and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

Don Angus - Spoke on recognition of public safety personnel, and in support of a clock in the Town Square.

Charles Curtis - Spoke on tree concerns in the Cherry Glen neighborhood.

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

Motion by Tim Herman, seconded by Bonnie Gore, to drop item 6.15 from the agenda to be relisted on a future agenda, and approve the remaining items as recommended. The Motion Passed.

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

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Cummins Vehicle Parts (RFQ 01-3117) - Reject all Bids

Memo from Senior Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-07 REJECTING ALL BIDS FOR RFQ 01-3117 CUMMINS VEHICLE PARTS. Staff recommends that all bids received for RFQ 01-3117 for Cummins vehicle parts be rejected. The bids received for this RFQ were deemed non-responsive because they did not meet the bid specifications. Cummins vehicle parts are used to maintain and repair "IS" series Cummins engines, such as the City's buses, refuse trucks, and some of

the larger trucks used by the Electric Department. There is no fiscal impact at this time, since there will be no contract award.

CC #: 8190

File #: 0203-21

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

6.2. Douglas Substation Rebuild Phase 2 Civil Construction - Award of Contract

Memo from Power Engineer Ozro Corulli and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-08 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND RES SYSTEM 3, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item is seeking approval and award of a construction contract to RES System 3 LLC. in the amount of \$847,637.00 for the Douglas Substation Rebuild Phase 2 Civil Construction Project, and 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 \$84,763.70, for a total of \$932,400.70. The agreement provides for all civil work associated with the installation of the new 60kV equipment including constructing foundations, conduits and grounding. Funds are budgeted for in the Douglas Substation Rebuild Project budget.

CC #: 8192

File #: 0900-03

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

6.3. Miscellaneous Waterworks Materials (RFQ 01-3111) - Purchase Order

Memo from Senior Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-10 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND FERGUSON WATERWORKS; and adopt RESOLUTION NO. 17-11 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND PACE SUPPLY CORPORATION. Staff requests Council authorize purchase orders to Ferguson Waterworks and Pace Supply Corporation as the lowest responsive bidders to RFQ 01-3111 for miscellaneous waterworks materials to be purchased on an as needed basis. These materials are primarily used for repairs, upgrades, maintenance, and new service additions to the City's water and sewer lines. The estimated total spend through June 30, 2017 is \$123,000.00, and the estimated spend for FY2017-18 is \$246,000.00 or up to department budgeted amounts. Funding is included in the FY2016-17 budgets for the Water and Sewer Divisions, the Roseville Energy Park, and the Central Stores Inventory Replacement account. Funding will be included in the various departments' FY2017-18 proposed budgets with spending contingent upon Council approval of budgets. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8197

File #: 0203-09

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

6.4. Itron Water Meter 100+ ERT's and Through-Lid Mounting Kits (RFQ 01-3114) - Purchase Order

Memo from Senior Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-09 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND ITRON, INC. Staff recommends Council authorize purchase orders to Itron, Inc. as the lowest responsive bidder to RFQ 01-3114 for Itron Water Meter 100W+ Encoder Receiver Transmitters (ERT's) and through-lid mounting kits. The ERT's allow the Environmental Utilities Water Division personnel to obtain water meter readings via a remote radio read process. The ERT's are used on new water meter installations and to replace ERT's that reach the end of their service life. The estimated cost, including tax, for the initial 18-month contract is approximately \$287,428.13 or not to exceed the department budgeted amount. Funding is included in the Water Division's FY2016-17 budget. Purchases made in subsequent years will be contingent upon Council approval of budgets for each year. Additionally, staff requests authorization to renew the bid contract without further Council approval.

CC #: 8195

File #: 0203-09

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

6.5. Calsense Irrigation Controllers (RFQ 01-3116) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Horizon Distributors as the lowest responsive bidder to RFQ 01-3116 for Calsense irrigation controllers. The Parks Operations Division has a requirement to replace four irrigation controllers at Santucci Park as part of their long term plan to replace outdated Motorola equipment that is no longer manufactured or supported. The cost of the controllers is \$25,731.13 plus tax of \$1,929.83 for a grand total of \$27,660.96. Funding is included in the Parks Maintenance Division's FY2016-17 budget.

CC #: 8184

File #: 0203-10

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

6.6. Ford F250 and F350 Trucks with Utility Bodies (RFQ 01-3113) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Harrold Ford as the lowest responsive bidder for RFQ 01-3113 for four ¾ ton Ford F250 4x2 trucks with utility bodies to replace vehicle numbers 08-205 and 07-208, and to provide two new fleet additions. The total cost of the vehicles, including tax and options, is \$170,051.87. Funding is included in the FY2016-17 Auto Replacement budget.

CC #: 8215

File #: 0203-01

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

6.7. Sculpture Park Cosmos Painting (RFQ 01-3109) - Service Agreement

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-17 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND HORIZON BROTHERS PAINTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704315). Horizon Brothers Painting was the lowest responsive bidder for RFQ 01-3109 to paint the Cosmos structure at Roseville's Sculpture Park. The structure is being painted to comply with its maintenance cycle and to repair areas of the structure where the paint is blistering and peeling. The total cost of the painting project is \$24,725.00. Funding is included in the FY2016-17 Parks, Recreation and Libraries Department's budget.

CC #: 8203

File #:0704-01

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

6.8. Roseville Police Department Roof Repair (RFQ 01-3101) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-16 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND DK ENTERPRISES, INC. DBA KING'S ROOFING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703515). DK Enterprises, Inc. dba King's Roofing was the lowest responsive bidder for RFQ 01-3101 for the materials and labor for the Roseville Police Department Roof Repair Project. The total cost for the repairs is \$73,407.00. Funding is included in the Central Services Facilities Rehab Fund FY2016-17 budget.

CC #: 8202

File #: 0900-06

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

6.9. General Construction and Repair - Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-22 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND BULLARD, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170532A); and adopt RESOLUTION NO. 17-23 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND RUDOLPH AND SLETTEN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170533A). Staff recommends Council authorize service agreements with Bullard Construction and Rudolph & Sletten to provide miscellaneous construction services and repairs on an as needed basis throughout the City. The total annual value of each agreement is \$200,000.00, not to exceed annual budgeted amounts. Staff requests authorization to continue utilizing each contract without further Council

approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC #: 8216

File #: 0203-04

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

6.10. Liquid Cationic Polymer - Service Agreement Amendment

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-39 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1503108). Staff recommends Council authorize amendment no. 2 to the service agreement to extend the term of the agreement by 4 months from December 15, 2016 to April 30, 2017; and increase the value of the agreement by \$210,000.00 from \$980,000.00 to \$1,190,000.00. The addition will pay for liquid cationic polymer (Praestol K279FLX) which is used for dewatering biosolids. Funding is included in the approved Wastewater Operations FY2016-17 budget.

CC #: 8232

File #: 0203-03

CONTACT: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

6.11. Liquid Cationic Polymer - Service Agreement Amendment

Memo from Principal Engineer Bryan Buchanan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-05 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SOLENIS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1603141). This service agreement amendment will extend the term of the agreement by 4 months from December 15, 2016 to April 30, 2017, and increase the value of the agreement by \$210,000.00 from \$200,000.00 to \$410,000.00. The addition will pay for liquid cationic polymer which is used for dewatering biosolids. Funding is included in the approved Wastewater Operations FY2016-17 budget.

CC #: 8186

File #: 0203-03

CONTACT: Bryan Buchanan 916-746-1812 bbuchanan@roseville.ca.us

Resolutions

6.12. Westpark Phase 4 Village 18E - Certificate of Completion

Memo from Construction Inspector Keith Litts and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-04 OF THE

COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS WESTPARK - PHASE 4, VILLAGE 18E PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. The Engineering Division recommends that the City Council approve the request for a Certificate of Completion and direct staff to accept these improvements. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8183

File #: 0400-04-09-1

CONTACT: Keith Litts 916-517-7598 klitts@roseville.ca.us

6.13. Parcel 49 Phase 1 Site Improvement Plans - Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-14 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS PARCEL 49 PHASE I SITE IMPROVEMENT PLANS PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 9200

File #: 0400-04-04-1

CONTACT: Orville Chatterton 916-774-5339 ochatterton@roseville.ca.us

6.14. Signalization of Intersections - Notice of Completion

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-18 ACCEPTING THE PUBLIC WORK KNOWN AS THE SIGNALIZATION OF THE FIDDYMENT RD / ANGUS RD AND THE SECRET RAVINE PKWY / ALEXANDRA DR INTERSECTIONS PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This project constructed two traffic signals: one at the intersection of Fiddymment Rd, Angus Rd, and Parkland Way; and one at the intersection of Secret Ravine Pkwy and Alexandra Dr. The project also extended and upgraded the communications network with fiber optic cable to provide better traffic data collection and monitoring. Staff recommends City Council accept this project as complete. There is no cost associated with these actions. The construction cost for the project was

\$419,798.44 and was funded with developer paid traffic mitigation fees.

CC #: 8204

File #: 0900-04-03

CONTACT: Nick Graves 916-746-1305 ngraves@roseville.ca.us

6.15.2016 Multi-Hazard Mitigation Plan - Initial Study/Mitigated Negative Declaration and Plan Adoption

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-33 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE 2016 MUTLI-HAZARD MITIGATION PLAN; and adopt RESOLUTION NO. 17-34 ADOPTING THE CITY OF ROSEVILLE 2016 MULTI-HAZARD MITIGATION PLAN. Staff recommends Council approve the Initial Study/Mitigated Negative Declaration for the 2016 Multi-Hazard Mitigation Plan, adopt the City of Roseville 2016 Multi-Hazard Mitigation Plan, and maintain the Multi-Hazard Mitigation Plan Steering Committee as an ad-hoc Council-appointed committee. Funding for this \$127,331.00 5-year update is from the General Fund.

CC #: 8227

File #: 03007-02

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

Item 6.15 dropped from the agenda to be relisted on a future agenda

6.16.316 Vernon Office Building - Notice of Completion

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-32 ACCEPTING THE PUBLIC WORK KNOWN AS THE 316 VERNON OFFICE BUILDING PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The City's development departments have made a final inspection of the 316 Vernon Street Office Building and have found that all contract work has been completed in accordance with the approved plans and specifications. The project is now ready for acceptance. The project scope of work included construction of a new four-story, ±83,000 square foot City office building with ground floor retail space and related site improvements. The contractor shall guarantee the installation of all improvements for a period of twelve months from December 15, 2016, the date of "Substantial Completion" as defined in the contract terms. The total value of the construction contract awarded to DPR Construction was \$21,839,585, which was funded through a combination of cash from the public facilities and strategic improvement funds, and debt financing in the form of certificates of participation. No General Fund monies were used for the project.

CC #: 8224

File #: 0401-02-02-1

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

6.17.316 Vernon Office Building - Increase in Change Order Authority

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-30 AMENDING CHANGE ORDER AUTHORITY FOR 316 VERNON OFFICE BUILDING PROJECT. This item requests an increase in the contingency/change order authority granted to the Development Services Manager from 2% to 3% as it relates to construction of the 316 Vernon Office Building project. Approval of the increase in change order authority is an accounting exercise necessary to reconcile final billings related to the project and does not increase the project's overall budget of \$27 million. The 316 Vernon Office Building project is on track to be completed at a total net cost of approximately \$25.9 million.

CC #: 8222

File #: 0401-02-02-1

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

6.18. Arc Flash Mitigation for the Dry Creek and Pleasant Grove Wastewater Treatment Plants Project - Notice of Completion

Memo from EIM Systems Administrator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-37 ACCEPTING THE PUBLIC WORK KNOWN AS THE ARC FLASH MITIGATION PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE ENVIRONMENTAL UTILITIES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. The Arc Flash Mitigation for the Dry Creek and Pleasant Grove Wastewater Treatment Plants project entailed complete modeling of the two wastewater treatment plant electrical systems to determine potential arc flash hazard levels, in accordance with current electrical safety standards. The project was funded from Wastewater Rehabilitation Funds. Since substantial completion for the project has been achieved, staff recommends filing notice of completion for the project.

CC #: 8226

File #: 0900-02-02-1

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

6.19. Pleasant Grove Wastewater Treatment Plant Cogeneration Project – Professional Design Services Agreement Amendment

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-15 APPROVING A FIRST AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This amendment to the Professional Design Services Agreement for detailed design and engineering services during construction for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project increases the previous contract amount of \$468,908.00 by \$2,276,891.00 for a revised total contract cost of \$2,745,799.00. Funding for this work is provided under the capital improvement projects for the South Placer

Wastewater Authority and will be jointly funded between Roseville and the other South Placer Wastewater Authority Regional Partners (Placer County and the South Placer Municipal Utility District).

CC #: 8201

File #: 0900-02-02-2

CONTACT: George Hanson 916-746-1764 ghanson@roseville.ca.us

6.20. Northeast Roseville Specific Plan Parcel 15, Lots 10-14 - Funding Construction and Acquisition Agreement

Memo from Associate Engineer Matthew Todd and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-12 APPROVING AN AGREEMENT BETWEEN CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests the approval of a Funding Construction and Acquisition Agreement for Stone Point Community Facilities District (CFD) No. 5 for the construction of public facilities beyond the scope of this project. This item will allocate \$1,500,000.00 of existing funds from the Stone Point CFD No. 5. This item will have no impact to the City's General Fund.

CC #: 8198

File #: 0400-04-02-1

CONTACT: Matthew Todd 916-774-5562 mtodd@roseville.ca.us

6.21. Recreation Management Software - Professional Services Agreement

Memo from Administrative Analyst Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-38 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PERFECTMIND TECHNOLOGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a professional services agreement between the City and PerfectMind Technology, Inc. to host, implement and maintain new recreation management software in the Parks, Recreation & Libraries Department. The total cost of the agreement is \$490,000.00 over five (5) years, including implementation, interface development and integration, annual maintenance and equipment purchases. First year costs total \$200,000.00 and are included in the approved FY2016-17 Parks, Recreation & Libraries Capital Improvement budget. The funds for each year's annual maintenance and support costs will be requested in future budgets.

CC #: 8234

File #: 0704

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

6.22. Cirby School Portable Facility Lease Agreement

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation &

Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-25 APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER COMMUNITY ACTION COUNCIL, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement extends an existing lease with Placer County Action Council (PCAC) for three years. The City-owned facility is utilized by the PCAC to operate *Headstart* and *Early Headstart* preschool programs for qualifying families. The City receives a total of \$7,500.00 through the terms of this lease agreement.

CC #: 8214

File #: 1006-01

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

6.23. Park Naming Policy Revisions and Name Recommendation

Memo from Park Planning & Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-26 APPROVING NAME RECOMMENDATION OF SIERRA CROSSING PARK; and adopt RESOLUTION NO. 17-27 APPROVING REVISIONS TO THE PARK NAMING POLICY PROGRAM FOR THE CITY OF ROSEVILLE. Staff recommends Council approve Sierra Crossing Park as the name for W-50A school/park. Also under consideration for approval are revisions to the park naming policy. Park identification signs for the new park will be included in the construction budget. There will be no General Fund impact.

CC #: 8219

File #: 0704 & 0704-01

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

6.24. HOUSING AUTHORITY- Roseville Housing Authority Administrative Plan Amendment

Memo from Housing Manager and Housing Authority Assistant Director Danielle Foster and Economic Development Director and Housing Authority Director Chris Robles recommending Council adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 1-17 APPROVING THE UPDATED ROSEVILLE HOUSING AUTHORITY ADMINISTRATIVE PLAN. The item will allow the Housing Authority to attach up to twenty percent of its Housing Choice Vouchers to housing units rather than tenants who are then required to identify housing. The budget for project-based vouchers already exists within the Housing Authority's existing budget to provide rental assistance within the City of Roseville and the City of Rocklin.

CC #: 8212

File #: 0709

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

6.25. HOUSING SUCCESSOR - FY2015-16 Annual Report - Housing Successor Low and Moderate Income Housing Asset Fund

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-28 APPROVING THE ANNUAL REPORT FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND FOR FISCAL YEAR 2015-16. This item will complete the FY2015-16 annual report of the Housing Successor Low and Moderate Income Asset Fund per SB-341 signed into law in 2014 post the dissolution of the Redevelopment Agency. This report includes information related to the deposits and expenditures of the fund, the total assets, including receivables and land, and the number of deed-restricted rental housing units, including the percentage that are restricted for seniors. Preparation and submittal of the annual report has no impact on the City's General Fund.

CC #: 8220

File #: 0709-01

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

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

6.26. CalHome and BEGIN Re-Use Fund - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt ORDINANCE NO. 5779 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item will make the necessary budget adjustment in the amount of \$61,000.00 from the CalHome fund for additional Owner-Occupied Rehabilitation Program loans and \$19,900.00 from the Building Equity and Growth in Neighborhoods Re-Use fund for additional Owner-Occupied Rehabilitation Program loans. The source of funds for the CALHOME and BEGIN loans are from loan payoffs and are included in the available resources of each of these funds. This action has no impact on the General Fund.

CC #: 8188

File #: 0709 & 0201-01

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

6.27. 2016 Sidewalk, Curb and Gutter Repair Project - Notice of Completion and Budget Adjustment

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-31 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 SIDEWALK, CURB AND GUTTER REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5788 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 project repaired curb, gutter, sidewalk, and pedestrian access ramps around the City. The final construction cost was \$247,628.80 and was

funded with \$159,313.00 of General Liability Insurance Funds for damage caused by Official City Street Trees; \$9,807.40 of North Central Landscape & Lighting District (LLD) sidewalk maintenance funds for work within the LLD; \$4,020.00 of Park Maintenance Funds for the Maidu Park repairs; \$50,488.40 of Street Maintenance Funds available for work along City streets; and \$24,000.00 of Capital Improvement Project Rehab Funds for the Americans with Disabilities Act curb ramps. A budget adjustment is required to transfer funds to the General Fund, and authorize staff to expend funds from the General Fund and the North Central Roseville Community Facilities District.

CC #: 8223

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

CONTACT: Nick Graves 916-746-1300 ngraves@roseville.ca.us

6.28.316 Vernon Office Building - Budget Adjustments

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5789 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 5790 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 5791 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. Fund 105, the 316 Vernon Street Fund, was created to track transactions belonging to the 316 Vernon Street Building separately from the General Fund. A decision was made that using a separate fund to track the transactions separately was not necessary, therefore this budget adjustment transfers all transactions to the General Fund and closes out Fund 105. The budget adjustment is a net zero transaction and has no fiscal impact to the City's General Fund.

CC #: 8225

File #: 0401-02-02-1

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

6.29. Environmental Utilities Department Historical Data Repository System Upgrade - Professional Design Services Agreement and Budget Adjustment

Memo from EIM Systems Coordinator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-29 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CH2M HILL ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5786 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 Historical Data Repository is a centralized Oracle data repository which stores Environmental Utilities water and wastewater compliance data, as well as providing complex data reporting support. The Historical Data Repository hardware and software systems require upgrades in order to maintain existing functionality and to meet the requirements of Environmental Utilities regulating entities. The budget adjustment will transfer \$3,800,000.00 from the Water and Wastewater Rehabilitation Funds to the HDR System Upgrade project. If the budget is approved, then staff requests approval of the Professional Design Services Agreement with CH2M Hill Engineers, Inc. Total cost of the agreement is \$324,216.00 which will be funded from the HDR System Upgrade project.

CC #: 8181

File #: 0800-02 & 0201-01

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

6.30. Electric Software Application Capital Improvement Project - Budget Adjustment

Memo from Electric Business Analyst Lisa Gist and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5780 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment for the Electric Software Application Capital Improvement Project. This project provides funding for the City's new utility billing system. Total cost of the adjustment is \$151,736.00. Funding is available in the Electric Construction Fund.

CC #: 8193

File #: 0800-03 & 0201-01

CONTACT: Lisa Gist 916-774-5677 lgist@roseville.ca.us

6.31. Vehicle Replacement - Budget Adjustments

Memo from Electric Business Analyst Lisa Gist and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5782 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE; and adopt ORDINANCE NO. 5783 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of two budget adjustments for ten vehicle replacements. Total cost of the adjustments is \$1,055,695. Funding is available as follows: \$702,511.00 in the Electric Construction Fund, \$32,000.00 in the Automotive Replacement Fund, and \$321,184.00 in the Traffic Signals Capital Fund.

CC #: 8207

File #: 0201-01

CONTACT: Lisa Gist 916-774-5677 lgist@roseville.ca.us

6.32. Vehicle Replacement Fund Transfers - Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5784 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. In FY2017, the Electric Department requested to transfer their funding and vehicles in the Vehicle Replacement Fund to the Electric Construction and the Traffic Signal Funds in order to account for these assets within the Electric Funds and on the separately issued Electric Annual Report. There is no impact to the City's General Fund.

CC #: 8208

File #: 0800-03 & 0201-01

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

6.33. Enterprise Resource Planning and 800 MHz Projects - Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Finance Director Monty Hanks recommending Council adopt ORDINANCE NO. 5792 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests approval of a budget adjustment to transfer \$5,500,000.00 from the General Fund to the General Capital Improvement Project Rehab Fund to fund the Enterprise Resource Planning (replacement of IFAS; \$1,500,000.00) and the 800MHz (\$4,000,000.00) projects.

CC #: 8229

File #: 0201-01 & 0800-03

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

6.34. Staffing and Salary Schedule Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5795 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "G" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 5796 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5774, THE SALARY ORDINANCE FOR ELECTRIC PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL NO. 1245 (IBEW-A), SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "D" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE. Staff requests deletion of a Meter Services Supervisor and Electric Retail Services Supervisor, a salary increase for Risk Manager and a new classification

Electric Customer Programs Supervisor. In addition, staff is requesting Council approve adding the class Electric Utility Inspection Technician to IBEW A & B salary schedules to meet the Electric Department's business needs. Staff is also recommending Council approve an allocation schedule reflecting the deletion of seven vacant allocations, adding one Human Resources Technician, reclassifying two vacant Electric Line Technician allocations to two Electric Utility Inspection Technician allocations and reclassifying an Electric Retail Services Supervisor allocation to an Electric Customer Programs Supervisor. The proposed allocation changes for the Electric Department will result in a fiscal savings of \$16,468.00 and a fiscal impact to the Human Resources Department of \$59,616.00. The remaining \$59,616.00 impact will be funded through the General Fund Contingency Funds.

CC #: 8233

File #: 0600-01

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

Ordinances (for second reading and adoption)

6.35. Second Reading - Municipal Code Amendment - Urban Stormwater

ORDINANCE NO. 5787 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS 14.20.020 THROUGH 14.20.060, SECTIONS 14.20.080 THROUGH 14.20.260, SECTIONS 14.20.290 THROUGH 14.20.430 AND SECTIONS 14.20.450 THROUGH 14.20.540 OF CHAPTER 14.20 OF TITLE 14 AND ADDING SECTION 14.20.560 OF CHAPTER 14.20 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL, for second reading and adoption.

CC #: 8185

File #: 0800-02

CONTACT: Delyn Ellison-Lloyd 916-746-1748 dellison-Lloyd@roseville.ca.us

Reports / Requests

6.36. Insurance Certificate Tracking Policy Change

Memo from Risk Manager David Rawe and Human Resources Director Gayle Satchwell recommending Council approve a change to the City's current insurance certificate tracking process to eliminate the need to track insurance certificates for all contracts and service agreements under \$21,745.00. Contracts and service agreements over \$21,745.00, as well as all contracts and service agreements involving hazardous activities, will continue to be tracked through Ebix, the City's third party administrator. All insurance requirements will remain the same. There is no cost to implement this change; a cost savings will occur.

CC #: 8218

File #: 0600

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

6.37. Legislative and Regulatory Platform for State and Federal Advocacy - 2017

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson with the State and Federal priorities and legislative platform defined as a result of the City Council's articulation of its goals and priorities during legislative updates and the City Council's Legislative Platform Workshop held December 14, 2016. The costs to implement the legislative advocacy program are included in the City's approved budget. The Legislative Platform has no direct fiscal impact to the City's budget; the platform provides policy direction only.

CC #: 8196

File #: 0103-32-02

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

6.38. Out-of-State Travel Request - City Manager's Office

Memo from Government Relations Administrator Mark Wolinski and Public Affairs & Communications Director Megan MacPherson recommending Council approve out-of-state travel for City Manager Rob Jensen, Economic Development Director Chris Robles, and Government Relations Administrator Mark Wolinski to participate in the Sacramento Metropolitan Chamber of Commerce "Capitol-to-Capitol" legislative advocacy program in Washington D.C. on April 28 - May 3, 2017; and approve out-of-state travel for Mayor Rohan to participate in the Capital Region Executive Leadership Mission trip to Washington D.C. on March 12-15, 2017. The estimated cost for travel, hotel and conference attendance for the Capitol-to-Capitol event for three Council members and three City staff is \$21,500.00 and was approved in the General Fund budget for FY2016-17. Funds are available in the General Fund Contingency Fund for FY2016-17 to cover the costs for Mayor Rohan's participation in the Executive Leadership event. The estimated cost for travel and conference attendance to attend the Executive Leadership Mission is \$3,500.00.

CC #: 8235

File #: 0600-02

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

Ceremonial Documents

6.39. Resolution of Acknowledgment 316 Vernon Street Time Capsule

The 316 Vernon Street Time Capsule be acknowledged and opened after 50 years.

CC #: 5795

File #: 0102-10

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

END OF CONSENT CALENDAR

7. APPOINTMENTS

7.1. Board and Commission Bi-Annual Vacancies

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco

recommending Council appoint five (5) members to the Board of Appeals with terms ending December 31, 2020, from the following nine (9) individuals who submitted applications for consideration: Samson Badal, Pete Constant, Keith Diederich, Bruce Hagler, Denise Hexom, Linda Lane, Herbert Long, Sherry Rutledge, and Brian Stenklyft; appoint two (2) members to the Library Board with terms ending December 31, 2020, from the following eight (8) individuals who submitted applications for consideration: Matthew Bridge, David Dodds, Mike Leclere, Denise Hexom, Barbara Mortkowitz, Ernest Perez, Judith Pinney, and Laxmi Rao; appoint four (4) members to the Parks & Recreation Commission with terms ending December 31, 2020, from the following seventeen (17) individuals who submitted applications for consideration: Matthew Bridge, David Dodds, Eric Eisenhammer, Mike Esparza, Audrey Huisking, Guriqbal Singh Kang, Kristi Kinzel, Allison Kozel, Mike Leclere, Scott Miller, Cynthia Moore, Denis Nishihara, Judith Pinney, Ryan Schrader, Sarah Shanmugam, Robert Smith, and Crystal Spencer; appoint three (3) members to the Personnel Board with terms ending December 31, 2020, from the following seven (7) individuals who submitted applications for consideration: Ellaison Carroll, Herbert Long, Truda Pauly, Laxmi Rao, Sherry Rutledge, Charles Sandoval, and Jonathan Young; appoint four (4) members to the Senior Commission with terms ending December 31, 2020, from the following seven (7) individuals who submitted applications for consideration: Penny Beingessner, Carol Drebin, Gary Hexom, Guriqbal Singh Kang, Bobbi Knapp, Brian Parry, and Jim Williams; appoint three (3) members to the Transportation Commission, with terms ending December 31, 2020. from the following four (4) individuals who submitted applications for consideration: Gary Hexom, Joseph Horton, Cynthia Moore, and Neil Peacock.

CC #: 8210

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

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

Assistant City Clerk Audrey Byrnes made the presentation to Council.

No public comment received.

Motion by John Allard, seconded by Tim Herman, to approve appointment of Samson Badal, Pete Constant, Bruce Hagler, Sherry Rutledge, and Brian Stenklyft to the Board of Appeals with terms ending December 31, 2020. The Motion Passed.

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

Motion by Tim Herman, seconded by Bonnie Gore, to approve appointment of Ernest Perez and Laxmi Rao to the Library Board with terms ending December 31, 2020. The Motion Passed.

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

Motion by Bonnie Gore, seconded by Tim Herman, to approve appointment of

Matthew Bridge, Mike Esparza, Audrey Huisking, and Denis Nishihara to the Parks & Recreation Commission with terms ending December 31, 2020. The Motion Passed.

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

Motion by Tim Herman, seconded by Bonnie Gore, to approve appointment of Herbert Long, Truda Pauly, and Chris Sandoval to the Personnel Board with terms ending December 31, 2020. The Motion Passed.

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

Motion by John Allard, seconded by Bonnie Gore, to approve appointment of Penny Beingessner, Bobbi Knapp, Brian Parry, and Jim Williams to the Senior Commission with terms ending December 31, 2020. The Motion Passed.

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

Motion by Tim Herman, seconded by Bonnie Gore, to approve appointment of Gary Hexom, Joseph Horton, and Cynthia Moore to the Transportation Commission with terms ending December 31, 2020. The Motion Passed.

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

7.2. Appointment to Planning Commission

Memo from Deputy City Clerk Mary Esquivel and City Clerk Sonia Orozco recommending Council appoint (1) one member to the Planning Commission with a term ending June 30, 2018, from the following (9) nine individuals who submitted applications for consideration: Peter Ashby, Samson Badal, Erich Brashears, Paul Frank, Paige Luben, Cynthia Moore, Neil Peacock, Robert Sanchez, Louise (Sandy) Santiago.

CC #: 8211

File #: 0103 & 0103-07-02

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

Assistant City Clerk Audrey Byrnes made the presentation to Council.

Tracy Mendonsa - Spoke in support of appointing Erich Brashears.

Motion by John Allard, seconded by Tim Herman, to approve appointment of Erich Brashears to the Planning Commission with a term ending June 30, 2018. The Motion Passed.

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

7.3. City Council Appointments to Auxiliary Positions

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

CC #: 8230

File #: 0102-12

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

Mayor Rohan made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to approve appointment of Councilmembers to various auxiliary positions on regional and local agencies, boards, commissions, committees, and joint power authorities. The Motion Passed.

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

8. RESOLUTIONS

8.1. American River Basin Study - Memorandum of Agreement

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-06 APPROVING AN AMERICAN RIVER BASIN STUDY MEMORANDUM OF AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item approves the City, along with other non-federal partners, to participate in the American River Basin Study (ARBS) with the U.S. Department of the Interior, Bureau of Reclamation (Reclamation). The total cost of the ARBS is \$2,856,000.00 and Reclamation will provide \$830,000.00 as the Federal cost-share partner. The non-Federal Partners will provide \$2.026 million. The City of Roseville's portion of the non-Federal cost share will include \$24,000.00 worth of staff time as an "in kind" contribution; as well as, \$52,000.00 as a cash contribution for a not to exceed amount of \$76,000.00. The \$76,000.00 of Roseville staff time allocated for Roseville's in-kind non-federal contribution and the cash contribution towards the ARBS is funded partially in FY17 with the balance to be budgeted in FY18 funded by Environmental Utilities Water Operations rate revenue.

CC #: 8187

File #: 0800-02

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

Acting Environmental Utilities Director Dale Olson made the presentation to Council.

Public Affairs Administrator Sean Bigley continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-06 APPROVING AN AMERICAN RIVER BASIN STUDY MEMORANDUM OF AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

8.2. Sites Reservoir Project - Joint Exercise of Powers Agreement, Cost Share Agreement, and Budget Adjustment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-19 SUPPORTING THE SITES RESERVOIR PROJECT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-20 APPROVING THE FOURTH AMENDED AND RESTATED SITES PROJECT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-21 APPROVING A COST SHARE AGREEMENT FOR SITES RESERVOIR PLANNING AND COORDINATION, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5781 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council authorize the City, in partnership with the Placer County Water Agency, to join the Sites Reservoir Joint Powers Authority and state the City of Roseville's support for the completion and operation of Sites Reservoir due to its projected benefits to Folsom Reservoir and the region's long-term water supply reliability. Participation in Phase 1 of the Sites Reservoir project will cost the City \$70,000.00 funded through the Water Operations Fund, as an even cost share split with the Placer County Water Agency.

CC #: 8206

File #: 0800-02

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

Acting Environmental Utilities Director Dale Olson made the presentation to Council.

Public Affairs Administrator Sean Bigley continued the presentation to Council.

Andrew Fecko, Placer County Water Agency - Spoke in support.

Gray Allen, Placer County Water Agency - Spoke in support.

Jim Watson, Sites Project Authority General Manager - Spoke in support.

Christine Rydell, Senator Neilsen's Offices - Spoke in support.

John Morrision - Spoke to concerns of provisions to resell water as bottled water.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-19 SUPPORTING THE SITES RESERVOIR PROJECT ON BEHALF OF THE CITY OF ROSEVILLE; adopt RESOLUTION NO. 17-20 APPROVING THE FOURTH AMENDED AND RESTATED SITES PROJECT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-21 APPROVING A COST SHARE AGREEMENT FOR SITES RESERVOIR PLANNING AND COORDINATION, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY WATER AGENCY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5781 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 Motion Passed.

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

8.3. HOUSING SUCCESSOR- 304 Washington Boulevard - Exclusive Right to Negotiate Agreement

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-13 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT FOR DEVELOPMENT OF A MIXED USE PROJECT AT 304 WASHINGTON BOULEVARD, BY AND BETWEEN THE CITY OF ROSEVILLE AND META HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will allow staff to negotiate exclusively with Meta Housing Corporation on the development of 304 Washington Boulevard, a site held by the Housing Successor for the purpose of affordable housing, for the completion of a mixed-use project, including 70-80 affordable housing units, approximately 3,000 square feet of commercial space and the associated parking spaces.

CC #: 8199

File #: 0709-03-01

Danielle Foster 916-774-5446 dfoster@Roseville.ca.us

Economic Development Director Chris Robles made the presentation to Council.

Housing Manager Danielle Foster continued the presentation to Council.

Aaron Mendel, Meta Housing - Spoke in support.

Drew Morrison - Requested cost of the project.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-13 APPROVING AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT FOR DEVELOPMENT OF A MIXED USE PROJECT AT 304 WASHINGTON BOULEVARD, BY AND BETWEEN THE CITY OF ROSEVILLE AND META HOUSING CORPORATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

9. ORDINANCES

9.1. Department Head Salary Changes

Memo from Human Resources Manager Linda Hampton and City Manager Rob Jensen recommending Council adopt ORDINANCE NO. 5793 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULE-A, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE 5794 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULE-B, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE; and adopt RESOLUTION NO. 17-35 APPROVING THE AMENDED MEMORANDUM OF TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt RESOLUTION NO. 17-36 APPROVING A SECOND AMENDED AND RESTATED EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERT R. SCHMITT, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends the approval of the Management salary schedules to reflect a 7.5% salary increase for Police Chief and a 7.5% salary increase for Electric Utility Director in recognition of services and to support retention. Staff also recommends the approval of an amended Management and Confidential Terms, Conditions and Understanding reflecting a 5% one-time, non-PERSable professional development payment for the Chief Financial Officer. In addition, it is recommended that City Council approve an amended and restated employment and personal services agreement for City Attorney Robert Schmitt which includes a \$7,500.00 one-time, non-PERSable professional development payment. The Electric Utility Director increase has a fiscal impact of \$13,441.00 and can be absorbed in the current Electric Department budget. The remaining \$31,443.00 impact will be funded through the General Fund Contingency Funds.

CC #: 8228

File #: 0600-01

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

City Manager Rob Jensen made the presentation to Council.

Keith Diederich - Spoke in support.

Motion by Tim Herman, seconded by John Allard, to adopt ORDINANCE NO. 5793 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULE-A, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE; and adopt ORDINANCE 5794 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULE-B, AS AMENDED BY APPENDIX "H" TO BE EFFECTIVE JANUARY 21, 2017, AS AN URGENCY MEASURE; and adopt RESOLUTION NO. 17-35 APPROVING THE AMENDED MEMORANDUM OF TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt RESOLUTION NO. 17-36 APPROVING A SECOND AMENDED AND RESTATED EMPLOYMENT AND PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ROBERT R. SCHMITT, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

9.2. Real Estate Brokerage Services - Professional Services Agreement and Budget Adjustment

Memo from Associate Planner Wayne Wiley and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-24 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CBRE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5785 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This agreement authorizes CB Richard Ellis, Inc. to prepare Broker Opinions of Value (BOV) and develop a real estate management plan that assesses the viability of selling, leasing, dedicating, or merging 21 City owned properties currently not being utilized for governmental purposes, and to provide leasing services for 6,405 square feet of commercial space at 316 Vernon Street. The budget adjustment will allocate \$10,500.00 from the Building Improvement Fund to cover the cost of preparing the BOV.

CC #: 8213

File #: 1000 & 0201-01

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

Economic Development Director Chris Robles made the presentation to Council.

Associate Planner Wayne Wiley continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-24 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CBRE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5785 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 Motion Passed.

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

10. SPECIAL REQUESTS/REPORTS/PRESENTATION

10.1. Development Impact Fee Report for Fiscal Year Ending June 30, 2016

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty Hanks recommending Council accept informational report required by the State of California which requires certain legal and procedural parameters for the charging of development impact fees for fiscal year ended June 30, 2016 be made available to the public. There is no impact to the City's General Fund.

CC #: 8191

File #: 0215

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

Finance Director Monty Hanks made the presentation to Council.

No public comment received.

Information item only. No action required

10.2. Roseville Community Development Corporation - Annual Corporate Update for FY2015-16, FY2016-17 Budget, and Appointment of Directors

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles with an update to City Council regarding the Roseville Community Development Corporation's (RCDC) FY2015-16 audited financial statement report, the RCDC Board-adopted budget for FY2016-17, report to the City Council related to the RCDC's programs, and appointment of Directors. The RCDC's financial activities have no impact on the City's General Fund.

CC #: 8205

File #: 0103-15-02

CONTACT: Chris Robles 916-774-5421 crobles@roseville.ca.us

Economic Development Director Chris Robles made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to approve reappointment of Ed Benoit and John Norman to the Board of Directors for the Roseville Community Development Corporation with terms ending February 2019; and reappoint Nick Alexander to the Board of Directors for the Roseville Community Development Corporation with term ending February 2020; and appoint Louise Walker to the Board of Directors for the Roseville Community Development Corporation with term ending February 2020. The Motion Passed.

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

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. 401 Oak Street and Adjacent Properties Purchase and Sale Agreement

Public Hearing continued to the meeting of February 15, 2017.

CC #: 8236

File #: 1003

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

Item 11.1 continued to February 15, 2017 City Council meeting.

11.2. Adoption of Master Schedule of User and Regulatory Fees

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty

Hanks recommending Council adopt RESOLUTION NO. 17-02 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE MARCH 20, 2017 THROUGH JUNE 30, 2017; and adopt RESOLUTION NO. 17-03 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14, AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES. Staff recently completed a study to identify the cost of providing various user and regulatory fee-related services. As part of the study, a consolidated schedule of fees was prepared. The schedule of fees identifies services provided by the City and the amounts charged for providing these services. The fiscal impact for FY2016-17 is proposed to be immaterial (~\$0). The majority of fees are proposed to remain unchanged, and new fees proposed will be implemented in the second half of the year. For FY2017-18 the fiscal impact is proposed to be an increase of roughly \$350,000.00. The majority of fees are proposed to increase two percent (2%). Additionally, the City will have a full fiscal year of collections from the increased parks and recreation capital replacement fee, as well as increased animal license fees, vehicle impound fees, and traffic collision report fees.

CC #: 8182

File #: 0215

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

Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Mayor Rohan opened the public hearing.

Chief Financial Officer Jay Panzica made the presentation to Council.

Terry Madsen, Clear Source Financial Principal Consultant, continued the presentation to Council.

John Morrison - Spoke in support.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-02 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE MARCH 20, 2017 THROUGH JUNE 30, 2017; and adopt RESOLUTION NO. 17-03 ADOPTING A MASTER SCHEDULE OF USER AND REGULATORY FEES, EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2018; and introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14, AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES. The Motion Passed.

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

12. COUNCIL / STAFF / REPORTS/ COMMENTS

Invest Health Community Center - Vice Mayor Gore reported.

Meetings with Department Heads - Councilmember Allard and Councilmember Alvord reported, and expressed appreciation.

Meeting with Willie Duncan, Sierra College President - Councilmember Allard reported.

Odd Fellows Building Tour - Councilmember Allard expressed appreciation.

League of California Cities Meeting - Councilmember Allard and Councilmember Alvord reported.

Board and Commission Applicants - Councilmember Allard expressed appreciation and advice to future applicants.

13. ADJOURNMENT

Motion by Bonnie Gore, seconded by Tim Herman, to adjourn the meeting at 9:47 p.m. The Motion Passed.

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



MINUTES

February 1, 2017

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Rohan called the February 1, 2017 City Council/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Troop #292.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

NOTICE TO THE PUBLIC

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

total discussion time for an item.

5. PUBLIC COMMENTS

Angela Harmon - Spoke on transient and homeless concerns.

Cliff Ryland - Spoke on transient and homeless concerns.

Nancy Ayala - Spoke and homeless population.

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

Motion by Tim Herman, seconded by Bonnie Gore, to approve all items as recommended. The Motion Passed.

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

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the September 21, 2016 City Council Special Closed Session/City Council Meeting, October 4, 2016 City Council Special Closed Session, October 5, 2016 City Council Meeting, October 11, 2016 City Council Goals Workshop, October 19, 2016 City Council Meeting, November 1, 2016 City Council Special Closed Session, November 2, 2016 City Council Meeting/Finance Authority Meeting, November 7, 2016 City Council Closed Session, November 16, 2016 City Council Closed Session/City Council Meeting/Housing Authority Meeting/Successor

Agency of the Redevelopment Agency, November 30, 2016 City Council Closed Session, December 7, 2016 City Council Swearing-In Ceremony, December 7, 2017 City Council/Housing Authority Meeting, December 8, 2016 City Council Closed Session, December 14, 2016 City Council Legislative Platform Workshop, December 14, 2016 City Council Meeting.

CC #: 8264

File #: 0102-03

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

Bids / Purchases / Services

6.2. Dimension 0.125 Percent Plus Fertilizer (RFQ 2053) - Purchase Order Renewal

Memo from Buyer Brandon Mendonca and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-43 APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE AND CROP PRODUCTION SERVICES. The Parks Maintenance Division has an ongoing requirement for fertilizer for application on City park and landscape turf. The annual cost of the fertilizer including tax is approximately \$226,000.00. Funding is included in the FY2016-17 budget for the fertilizer used in the spring of this year, and funding will be included in the FY2017-18 proposed budget for the fertilizer purchased for the fall application.

CC #: 8240

File #: 0203-03

CONTACT: Brandon Mendonca 916-774-5724 bmendonca@roseville.ca.us

6.3. Ford F250 and F350 Trucks with Utility Bodies (RFQ 01-3113) - Purchase Order and Budget Adjustment

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Harrold Ford as the lowest responsive bidder for RFQ 01-3113 for one ¾ ton Ford F250 4x2 truck with utility body to replace vehicle number 08-370; and adopt ORDINANCE NO. 5798 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 vehicle is used by Electric Department staff to service power outages, deliver materials, inspect construction projects, perform substation maintenance, and for job site safety inspections. The vehicle was not budgeted to be replaced in FY2016-17 but was deemed non-operational in August 2016. The total cost of the vehicle, including tax and options, is \$40,802.12. The budget adjustment is necessary to amend the budget by \$43,803.00 to authorize the Vehicle Replacement Fund spending in this current fiscal year.

CC #: 8243

File #: 0203-01

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

6.4. Citywide Paint Project (RFQ 01-3104) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-42 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND QUALITY PAINTING & CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703519). Staff requests Council authorize a service agreement to Quality Painting & Construction, Inc. as the lowest responsive bidder to RFQ 01-3104 for Citywide Paint Project. The Central Services Building Maintenance Division has a requirement to paint the exterior and interior of Fire Station 2, Fire Station 3, Fire Station 5, Maidu Community Center, and the Roseville Sports Complex. The total value of the contract award is \$84,900.00. Funding is included in the Central Services FY2016-17 Facilities Rehabilitation Fund.

CC #: 8239

File #: 0203-04

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

6.5. On-Call General Services - Service Agreement Renewal

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-53 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CARTER-KELLY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705095). Projects contemplated for work under this contract would be minor Americans with Disabilities Act improvements to various City facilities, additional improvements to enhance facility security and minor emergency repairs. This final year extension of on-call general services will be for \$250,000.00. Funding for each project will be identified based on the project scope, location and availability of budget funds for each specific project.

CC #: 8252

File #: 0203-04

CONTACT: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

6.6. Dry Creek Wastewater Treatment Plant Digester 1 Cleaning Project - Service Agreement Amendment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-44 APPROVING A SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND MP ENVIRONMENTAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703504). The amendment is necessary for the removal of additional liquids as well as hauling and disposal of additional dry sludge resulting from digester cleaning. The amendment will cost \$143,046.36. Including this amendment, the total cost of the project will be \$493,042.61. Funding is included in the approved FY2016-17 Wastewater Operations Budget for the Dry Creek Wastewater Treatment Plant.

CC #: 8241

File #: 0800-02

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.7. Supply of Natural Gas Contract Agreement Amendment

Memo from Administrative Analyst Rodney Funke and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-58 APPROVING AN AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COMMERCIAL ENERGY OF MONTANA, INC. DBA COMMERCIAL ENERGY OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval of a one-year renewal contract with Commercial Energy and all associated documents necessary to effect the contract, including the required Authorization to Receive Customer Information form and Customer Authorization for Core Gas Aggregation form. The estimated annual charges for natural gas for City facilities is \$300,000.00 and is included in departmental utility budgets.

CC #: 8257

File #: 0203-04

CONTACT: Rodney Funke 916-774-5561 rfunke@roseville.ca.us

6.8. Radio Frequency Identification and Automated Materials Handling Equipment Maintenance - Service Agreement Renewal

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-56 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND BIBLIOTHECA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1704084). This is a service agreement between the City and Bibliotheca, LLC to maintain and support Radio Frequency Identification and Automated Material Handling equipment in the Library division of the Parks, Recreation & Libraries Department. The total cost of the agreement is \$41,357.00 and is included in the approved FY2016-17 Parks, Recreation & Libraries budget. The funds for next year's annual maintenance and support costs will be requested in the 2017-18 budget.

CC #: 8255

File #: 0716

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

Resolutions

6.9. 2016 Residential Resurfacing Project - Notice of Completion

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-40 ACCEPTING THE PUBLIC WORK KNOWN AS THE 2016 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 scope of this project included a roadway resurfacing application to various residential streets and the Maidu Regional Park parking lot. The project was fully funded by \$1,185,086.71 from Gas Tax Funds and \$36,392.25 from General Capital Improvement Project Rehabilitation funds.

CC #: 8237

File #: 0900-04-01

CONTACT: Nick Graves 916-746-1305 ngraves@roseville.ca.us

6.10. Woodcreek Oaks Boulevard Widening Project - Adoption of Initial Study/Mitigated Negative Declaration

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-49 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION, APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING THE WOODCREEK OAKS BOULEVARD WIDENING PROJECT. Staff recommends that the City Council adopt the Woodcreek Oaks Boulevard Widening Project Initial Study/Mitigated Negative Declaration, approve the Mitigation Monitoring and Reporting Program, and approve the project as described therein. The project will widen Woodcreek Oaks Boulevard between 600 feet north of Pleasant Grove Boulevard to Crimson Ridge Way from two to four lanes, as well as widening the existing bridge over the South Branch of Pleasant Grove Creek to accommodate the additional lanes. The current estimate for the project including design, construction, and inspection is \$7.5 million and is funded with Traffic Mitigation Fees. No General Funds will be used.

CC #: 8248

File #: 0400-06-02 & 0900-04-02

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

6.11. Updates to Energy Trading Authority Policy

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-48 APPROVING AN UPDATED ENERGY TRADING AUTHORITY POLICY. These updates to the Energy Trading Authority Policy will enable Roseville Electric Utility greater opportunity to transact in the northwest market. The policy changes include (1) the expansion of Roseville's trading locations to Mid-Columbia, John Day, and Big Eddy; and (2) the addition of "Spread Trade" as a new product. There is no direct fiscal impact for these policy changes.

CC #: 8247

File #: 0800-03

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

6.12. Financial Advisory Services - Professional Services Agreement Amendment

Memo from Administrative Analyst Jeannine Thrash and Finance Director Monty

Hanks recommending Council adopt RESOLUTION NO. 17-57 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND FIRST SOUTHWEST COMPANY, LLC, A DIVISION OF HILLTOP SECURITIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The original agreement was for two years with an optional third year. This request is exercising the City's option for the third year. From time to time, the City has the need of financial advisory services related to issuing bonds that are highly technical and require the services of a financial advisor with specialized expertise. The fiscal impact for financial advisory services is a \$75,000.00 annual retainer and this budget was approved when the annual budget was adopted in June 2016.

CC #: 8256

File #: 0200

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

6.13. Base Contract for Sale and Purchase of Natural Gas

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-50 APPROVING A CONTRACT BETWEEN THE CITY OF ROSEVILLE AND TENASKA MARKETING VENTURES AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a North American Energy Standards Board, Inc. (NAESB) Base Contract with Tenaska Marketing Ventures that will allow the City to manage its energy risk by purchasing and selling natural gas. There is no fiscal impact associated with the execution of the NAESB base contract as it is only an enabling agreement.

CC #: 8249

File #: 0800-03

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

6.14. Landfill Water Quality and Gas Monitoring Services - Professional Services Agreement

Memo from Refuse and Stormwater Utility Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-46 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CH2M HILL ENGINEERS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The service agreement requires multiple ground and surface water samplings and landfill gas emissions monitoring to ensure the levels of emissions do not pose a public health hazard. These services are needed to remain in compliance with State and Federal requirements for closed landfills. The cost of \$193,423.00 is budgeted through FY2017 in the Solid Waste Operations Fund.

CC #: 8244

File #: 0800-02

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

6.15. 2017 Environmental Utilities Customer Satisfaction Survey - Professional Services Agreement

Memo from Department Public Information Officer Maurice Chaney and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-41 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND REICHMAN-KARTEN-SWORD, INC. DBA RKS RESEARCH & CONSULTING, 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 RKS Research & Consulting for the 2017 Environmental Utilities (EU) Customer Satisfaction Survey. The EU Department has conducted a statistically valid survey every year since 2008 for the purposes of gauging awareness, perception and opinions from customers. The total cost for consultant services shall not exceed \$48,305.00 and is included in the FY2016-17 EU operations budget.

CC #: 8238

File #: 0800-02

CONTACT: Maurice Chaney 916-774-5539 mchaney@roseville.ca.us

6.16. Placer Valley Tourism Annual Budget and Strategic Plan

Memo from Administrative Analyst Genna Martin and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-54 APPROVING THE 2017 PLACER VALLEY TOURISM STRATEGIC MARKETING PLAN AND BUDGET. Staff recommends Council approve the 2017 Strategic Marketing Plan and 2017 Budget for Placer Valley Tourism. There is no direct fiscal impact associated with this action.

CC #: 8253

File #: 0704

CONTACT: Genna Martin 916-746-1259 gmartin@roseville.ca.us

6.17. Interim Joint Use of Outdoor Facilities at Sargeant Elementary School - Memorandum of Understanding

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-47 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE CITY SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends approval of a Memorandum of Understanding between Roseville City School District and the City for interim joint use of outdoor facilities at Sargeant Elementary School until such time as a master joint use agreement is developed and agreed upon or until June 30, 2017, whichever comes first. The Memorandum of Understanding outlines an agreement to manually lock/unlock a gate at Sargeant Elementary School/Dietrich Park using a combination of district/City staff and a security company. The cost specifically associated with the third party security firm

will be evenly split between the District and City. The total cost is \$140.00 per month plus \$18.00 for each holiday. The Parks, Recreation & Libraries Department will absorb the City's portion of approximately \$70.00 per month through the operations budget.

CC #: 8245

File #: 0704

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

6.18. Conflict of Interest Disclosure Amendment

Memo from Assistant City Clerk Audrey Byrnes and City Clerk Sonia Orozco recommending Council adopt RESOLUTION NO. 17-51 READOPTING THE FAIR POLITICAL PRACTICES COMMISSION MODEL CONFLICT OF INTEREST CODE AND REPEALING RESOLUTION NO. 16-38. 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. Annual filing of Statement of Economic Interests Form 700 enables the organization to identify areas of potential conflicts so that government officials and employees can refrain from making or participating in a government decision that has 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 February 2016. There is no fiscal impact.

CC #: 8250

File #: 0503-02

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

6.19. Digital Orthophotography

Memo from Senior Technology Analyst Marc Ball and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-52 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND GEOPHEX, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Digital Orthophotography project purpose is to document changes in City infrastructure, track development and growth, identify land use changes, and accurately map new ground features added since 2015. The new aerial photography will be loaded into the City GIS database and used citywide for applications that range from roadway improvement planning to open space analysis. The total project cost of \$21,582.00 is included in the Public Works, Environmental Utilities, and Electric Department budgets.

CC #: 8251

File #: 0800-05

CONTACT: Marc Ball 916-774-5146 mball@roseville.ca.us

6.20. Community Development Block Grant Agreement Amendment

Memo from Housing Analyst Marisol Parks and Economic Development Director

Chris Robles recommending Council adopt RESOLUTION NO. 17-59 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ADVOCATES FOR THE MENTALLY ILL HOUSING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will amend the existing Community Development Block Grant funding allocation and agreement between the City of Roseville and Advocates for Mentally Ill Housing, Inc. (AMIH). This change will increase the funding for rehabilitation of AMIH's transitional home at 1112 William Way, Roseville, CA. The redistribution of the \$25,000.00 increase is from a cancelled soundwall activity, previously approved in May of 2016, that was deemed infeasible.

CC #: 8260

File #: 0113092

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

Marisol Parks 916-774-5451 parksmarisol@roseville.ca.us

6.21. Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis Memorandum of Understanding

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt CITY COUNCIL AND HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 17-61 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will authorize the City Manager and the Housing Authority Director to execute the multi-party Memorandum of Understanding with local jurisdictions for the completion of a regional Affirmatively Furthering Fair Housing Analysis. The cost of this analysis will not exceed \$8,160.00 and will be paid for from Community Development Block Grant and Housing Choice Voucher program budgets of the Housing Division. There will not be any impact to the General Fund.

CC #: 8263

File #: 0709-05

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

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

6.22. Supervisory Control and Data Acquisition System Replacement Project - Design-Assist Project Agreement Amendment, Change Orders 6 and 7, and Budget Adjustment

Memo from EIM Systems Coordinator Charles Aycock and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-60 APPROVING A FIRST AMENDMENT TO DESIGN-ASSIST PROJECT

AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND WT ROSEVILLE JOINT VENTURE, A JOINT VENTURE OF WESTIN ENGINEERING, INC. AND TESCO CONTROLS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, APPROVING CHANGE ORDERS #06 AND #07, AND APPROVING CHANGE ORDER AUTHORITY; and adopt ORDINANCE NO. 5801 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 Supervisory Control and Data Acquisition (SCADA) systems monitor and control all water and wastewater utility facilities throughout the City. This amendment to the agreement increases the Guaranteed Maximum Price and modifies terms of the agreement per Change Order 6 and Change Order 7 negotiations. Using Water and Wastewater Rehabilitation Funds, the budget adjustment of \$3,240,600.00 is required for the agreement amendment, and to ensure adequate funds are available in the project to achieve final completion; including up to 10% in potential future change orders.

CC #: 8262

File #: 0800-02 & 0201-01

CONTACT: Charles Aycock 916-746-1887 caycock@roseville.ca.us

6.23. Dry Creek Wastewater Treatment Plant Nitrate Reduction Project – Professional Design Services Agreement and Budget Adjustment

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-45 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND BROWN AND CALDWELL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5797 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. Brown and Caldwell will provide engineering design services, construction engineering services, and construction management services. The total cost of the agreement will not exceed \$1,412,112.00. Staff also requests a budget adjustment to transfer \$700,000.00 from the Wastewater Rehabilitation Fund to the Dry Creek Wastewater Treatment Plant Nitrate Reduction Project. The budget transfer amount will fund engineering design services, construction engineering services, and construction management services.

CC #: 8242

File #: 0800-02 & 0201-01

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.24. Roseville Energy Park Controls Upgrade Capital Improvement Project – Budget Adjustment

Memo from Electric Business Analyst Emily Isaacs and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5799 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN

AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests approval of a budget adjustment to the Roseville Energy Park Controls Upgrade capital improvement project to cover an increase in the cost to replace the turbine control system. Total cost of the adjustment is \$270,000.00. Funding is available in the Electric Construction Fund.

CC #: 8246

File #:0201-01

CONTACT: Emily Isaacs 916-746-1608 eisaacs@roseville.ca.us

Ordinances (for second reading and adoption)

6.25.Second Reading - Municipal Code Amendment - Master Schedule of User and Regulatory Fees

ORDINANCE NO. 5800 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 2.36.030 OF CHAPTER 2.36 AND SECTION 2.40.070 OF CHAPTER 2.40 OF TITLE 2, AMENDING SECTIONS 4.50.020 AND 4.50.040 OF CHAPTER 4.50, REPEALING SECTIONS 4.50.050, 4.50.060, 4.50.080, AND 4.50.100 OF CHAPTER 4.50, AND AMENDING SECTION 4.57.030 OF CHAPTER 4.57 OF TITLE 4, AMENDING SECTIONS 7.16.050, 7.16.100, AND 7.16.110 OF CHAPTER 7.16, AMENDING SECTION 7.20.030 OF CHAPTER 7.20, AMENDING SECTION 7.36.110 OF CHAPTER 7.36, AMENDING SECTION 7.48.035 OF CHAPTER 7.48, AMENDING SECTIONS 7.56.010, 7.56.020, AND 7.56.030 OF CHAPTER 7.56, AND REPEALING SECTION 7.56.040 OF CHAPTER 7.56 OF TITLE 7, AMENDING SECTIONS 8.04.070 AND 8.04.080 OF CHAPTER 8.04 OF TITLE 8, AMENDING SECTION 9.17.030 OF CHAPTER 9.17 OF TITLE 9, AMENDING SECTIONS 10.64.060, 10.64.110, 10.64.160 AND 10.64.180 OF CHAPTER 10.64, AMENDING SECTION 10.65.080 OF CHAPTER 10.65 AND AMENDING SECTION 10.66.080 OF CHAPTER 10.66 OF TITLE 10, AMENDING SECTION 11.20.530 OF CHAPTER 11.20 OF TITLE 11, AMENDING SECTION 13.20.070 OF CHAPTER 13.20, AMENDING SECTION 13.21.030 OF CHAPTER 13.21 AND AMENDING SECTION 13.28.070 OF CHAPTER 13.28 OF TITLE 13, AMENDING SECTIONS 14.04.040, 14.04.060, 14.04.065, 14.04.070 AND 14.04.071 OF CHAPTER 14.04, REPEALING 14.04.200 OF CHAPTER 14.04, AMENDING SECTIONS 14.08.105 AND 14.08.130 OF CHAPTER 14.08, AMENDING SECTIONS 14.10.080 AND 14.10.090 OF CHAPTER 14.10, AMENDING SECTION 14.11.050 OF CHAPTER 14.11, AMENDING SECTIONS 14.14.150, 14.14.180, 14.14.210 AND 14.14.360 OF CHAPTER 14.14, AMENDING SECTIONS 14.17.070 AND 14.17.080 OF CHAPTER 14.17, AMENDING SECTIONS 14.20.220, 14.20.230 AND 14.20.240 OF CHAPTER 14.20, AMENDING SECTIONS 14.26.330 AND 14.26.430 OF CHAPTER 14.26 OF TITLE 14, AND AMENDING SECTION 16.04.120 OF CHAPTER 16.04 OF TITLE 16 REGARDING USER AND REGULATORY FEES, for second reading and adoption.

CC #: 8258

File #: 0215

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

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Potential New Auxiliary Positions for City Council

Memo from City Clerk Sonia Orozco and City Manager Rob Jenson requesting the City Council consider the addition of auxiliary positions for City Council attendance and participation on a rotational basis, except for those positions which require a formal appointment. The following are the auxiliary positions that merit consideration:

- Greater Sacramento Area Economic Council (GSAC) - Appointment
- Roseville Area Chamber of Commerce Government Affairs Committee and Roseville Area Chamber of Commerce - Rotation
- Roseville Coalition of Neighborhood Association (RCONA) - Rotation
- Sacramento Metro Chamber - Rotation
- Sun City Roseville - Rotation
- Rocklin/Lincoln/Roseville 2x2x2 - Rotation

CC #: 8261

File #: 0102-12

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

Mayor Rohan made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by John Allard, to approve the Mayor and City Manager or the City Manager's designee as the Greater Sacramento Area Economic Council (GSAC) representatives in conformance the GSAC policies, and continue the local practice of Council involvement in appropriate budgeted events; and, to rotationally include two members of the five member Council to participate with the City manager at the monthly meetings with the Chamber of Commerce CEO and the Chamber President; rotate all five members of the Council to provide updates a the Chamber's combined Economic Development and Government Relations Committee meeting, and continue the practices of the Council participation in appropriate events and acceptance of the invitation of the City Manager and Mayor to participate in the annual Chamber Retreat; and, rotationally two members of the five member Council will meet with the City Manager and representatives of RCONA's Executive Board on a mutually agreed upon basis, and authorize the City Manager to send an invitation to the RCONA Executive Board along with a request to designate it's representative; and, to rotationally include two members of the five member Council to meet with the City Manager and representatives of Sun City Roseville's Board of Directors on a mutually agreed upon schedule; and, to appoint the Mayor and Vice Mayor, and designate an Alternate seat to be filled on rotation from the balance of the City Council, to meet with the City Manager and representatives of the City of Rocklin

and the City of Lincoln on a mutually agreed upon basis. At the City Manager's discretion, this Committee will be used to fill any separate meeting requests of the Council and City Manager from the Cities of Lincoln or Rocklin. The Motion Passed.

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

7.2. Homeless Survey Results - Council Direction

Memo from Government Relations Administrator Mark Wolinski and Economic Development Director Chris Robles with results of a survey implemented by the City to assess the City's unsheltered homeless population to ensure the City is directing its efforts effectively to support and collaborate with the many local service providers in their mission to serve the homeless.

CC #: 8259

File #: 0709-05

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

Economic Development Director Chris Robles made the presentation to Council.

Government Relations Administrator Mark Wolinski continued the presentation to Council.

Michelle Watts, Sacramento Steps Forward - Spoke on Sacramento Steps Forward Homeless Assessment Survey.

Leslie Brewer, Placer Independent Resources - Spoke to available homeless resources.

Keith Diederich, Gathering Inn - Spoke to survey results, homeless concerns, homeless resources, and the Gathering Inn role regarding homeless assistance.

Cliff Ryland - Spoke to law enforcement of homeless concerns.

Nancy Ayala - Spoke to homeless concerns.

David Loya, Lazarus Project - Spoke to survey results, and the Lazarus Project role regarding homeless assistance.

Information item only. No action required.

7.3. Financial Reports for Fiscal Year Ended June 30, 2016

Memo from Controller Jacquelyn Flickinger and Finance Director Monty Hanks with a presentation of audits done on the City's financial statements for the fiscal year ended June 30, 2016. There is no impact to the City's General Fund.

CC #: 8194

File #: 0201-02

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

Chief Financial Officer Jay Panzica made the presentation to Council.

Controller Jacquelyn Flickinger continued the presentation to Council.

No public comment received.

Information item only. No action required.

8. COUNCIL / STAFF / REPORTS/ COMMENTS

8.1. Chief Financial Officer Jay Panzica with Budget Schedule

Chief Financial Officer Jay Panzica made the presentation to Council.

8.2. Parks, Recreation & Libraries Director Dion Louthan with Placer Valley Tourism Partnership/Roseville Aquatics Complex Update

Parks, Recreation & Libraries Director Dion Louthan made the presentation to Council.

South Placer Wastewater Authority Meeting - Councilmember Allard and Vice Mayor Gore reported.

Northern California Power Agency Capitol Day - Councilmember Alvord reported.

Hate Crime in Roseville - Mayor Rohan reported.

9. ADJOURNMENT

Motion by Tim Herman, seconded by , to adjourn the meeting at 9:00 p.m. The Motion Passed.

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



MINUTES

February 2, 2017

CITY COUNCIL GOALS WORKSHOP

6:00 p.m.

Meeting Room 1

1550 Maidu Drive

Roseville, California

1. CALL TO ORDER

Mayor Rohan called the February 2, 2017 City Council Goals Workshop to order at 6:00 p.m.

2. SILENT ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Rohan.

4. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

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

No public comment received.

5. WORKSHOP

5.1. Review of October 11, 2016 City Council Goals Workshop

City Manager Rob Jensen provided overview and requested Council direction following meeting.

City Manager Rob Jensen recapped October 11th Council Direction as follows:

- Policy to live within our means
 - Revenues > Expenses
- Policies to address under-funded liabilities
 - Adopted policy to fund OPEB
 - Future policies to address CIP Rehabilitation Fund
- Need to identify appropriate service level
 - Match funding with services
- Added new Council Goal to Enhance Core Neighborhoods
- OPEB-Annual Required Contributions
- CIP Rehabilitation Funding

No public comment received.

5.2 Fiscal Update

Chief Financial Officer Jay Panzica Jay Panzica made the presentation to Council.

Overview included the following:

- Recap of previous council goals workshop
- Update on projected revenues and expenses
- Economic trends
- Council direction
 - Service levels / Core Neighborhoods

Recap from October 11, 2016:

- Actual results
 - Audit completed on December 13
 - +8 million net change in General fund balances
 - \$1.9 million from revenue
 - \$2.1 million in reduced expenses
 - \$3.5 from salary vacancy
 - \$0.2 from other “general funds”
- Moved \$1.5 million for ERP and \$4.0 for 800mhz projects to CIP Rehabilitation Fund
- Creation of funding policies
 - General Liability, Workers Compensation (approved in 2015)
 - 75% confidence level
 - Retiree Medical (OPEB – approved 2016)
 - Increasing 1% per year until 100% of ARC
 - CIP Rehabilitation (later in 2017)
 - Identified rehabilitation & replacement schedules (2014)

- Transitioned to Internal Service and budgeted directly (FY18)

Overview also include the following:

- Strategic Improvement Fund
- Fire Facilities Fund
- Public Facilities Fund
- Projected Revenue and Expenses
 - Sales tax year to year comparison
 - Property tax year to year comparison
- Budget Pressures
 - 2% COLA 1/1/2018
 - Labor market adjustments
 - Deferred compensation increases
 - Medical contribution increases
- PERS
 - Miscellaneous group: 26.0% in FY18 from 24.77%
 - Safety group: 40.6% in FY18 from 39.1%
 - \$2.1M increase city-wide of which \$1.5 million for the General Fund
- Other
 - Minimum wage impact on contractors
 - Inflation/Fuel/Utilities
- Updated FY18 Budget forecast
- Economic Trends

No public comment received.

Council direction: Report back to Council in March/April timeframe on formation of a community task force to review city priorities with possible formation by July of 2017

5.3 Regional Leadership

Environmental Utilities Director Richard Plecker made the presentation on success of regional water partnerships.

City Manager Rob Jensen spoke on new model to inform all Councilmembers on regional activities:

- Regional bodies will be overviewed during regular Council meetings to get all members up to speed on what is occurring with each agency/body

No public comment received.

6. **COUNCIL COMMENTS**

No Council comments received.

7. **ADJOURNMENT**

Motion by Herman, seconded by Gore to adjourn the meeting at 7:25 p.m.

SUSAN ROHAN, MAYOR

SONIA OROZCO, CMC
CITY CLERK



MINUTES

February 15, 2017

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Rohan called the February 15, 2017 City Council meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Gore.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

Debra Thompson - Requested ceremonial declaration against hate crimes in Roseville.

Barbara Brass - Spoke on McClintock event.

6. CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to approve all items as recommended. The Motion Passed.

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Building Controls - Service Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-69 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND L & H AIRCO, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1605198). This is a request of Council to authorize an amendment to the service agreement with L&H Airco to provide maintenance, repair, and installation of hardware and for the software programming of Alerton Building Controls System on an as needed basis throughout the City. The amendment increases the total value of the three year agreement from \$455,000.00 to \$620,000.00 not to exceed annual budgeted amounts. The \$165,000.00 amendment amount covers the cost of the Police Department's HVAC control system, which is outdated and no longer supported. Funding for this agreement is included in the Building Maintenance Division, Environmental Utilities, and Facility's Capital Improvement Project FY2016-17 and proposed FY2017-18 budgets.

CC #: 8274

File #: 0203-04

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

6.2. Electrical Maintenance and Repair Service Agreement

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-66 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND VASKO ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170309A). Staff recommends Council authorize a service agreement with Vasko Electric to perform repair, design, and installation services on an as needed basis. Staff requests authorization to continue utilizing this agreement without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year. Total value of each agreement is \$200,000.00 not to exceed annual budgeted amounts. Funding is included in the Building Maintenance, Electric, Environmental Utilities, Information Technology, and Parks Maintenance operational

FY2016-17 and proposed FY2017-18 budgets.

CC #: 8269

File #: 0203-04

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

6.3. Compliance Analytical Testing - Service Agreement Amendment

Memo from Environmental Utilities Compliance Administrator Raji Subramanian and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-64 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CALTEST ANALYTICAL LABORATORY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703031). Compliance analytical testing is required at both Dry Creek and Pleasant Grove Wastewater Treatment Plants. This amendment is necessary as the National Pollutant Discharge Elimination System permits require more extensive monitoring of the plant effluents and receiving waters in the third year of the permits (May 2016 – May 2017). This amendment will increase the service agreement from \$96,000.00 to \$216,000.00. Funding is included in the approved FY2016-17 Water Quality Laboratory budget .

CC #: 8267

File #: 0800-02

CONTACT: Raji Subramanian 916-746-1885 rsubramanian@roseville.ca.us

Resolutions

6.4. 2016 Multi-Hazard Mitigation Plan - Initial Study/Mitigated Negative Declaration and Plan Adoption

Memo from Senior Engineer Carl Walker and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-62 ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND APPENDIX A - MITIGATION MONITORING PROGRAM FOR THE 2016 MULTI-HAZARD MITIGATION PLAN; and adopt RESOLUTION NO. 17-63 ADOPTING THE CITY OF ROSEVILLE 2016 MULTI-HAZARD MITIGATION PLAN. Staff recommends Council adopt the Initial Study/Mitigated Negative Declaration and approve the Mitigation Monitoring Program for the 2016 Multi-Hazard Mitigation Plan, adopt the City of Roseville 2016 Multi-Hazard Mitigation Plan, and maintain the Multi-Hazard Mitigation Plan Steering Committee as an ad-hoc Council-appointed committee. Funding for this \$127,331.00 5-year update is from the General Fund.

CC #: 8227

File #: 0307-02

CONTACT: Carl Walker 916-746-1300 cwalker@roseville.ca.us

6.5. Custodial Services - Professional Services Agreement Amendment

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-74 APPROVING

A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND ABM ONSITE SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council authorize a second amendment to a professional services agreement with ABM that extends the length of the contract until February 28, 2018. ABM provided custodial and floor care services at a number of City facilities. The total value of the amendment is \$487,933.80. Funding is included in the Central Services Custodial Divisions FY2016-17 budget.

CC #: 8280

File #: 0203-04

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

6.6. Play Care Learning Center - Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-71 APPROVING A COMMERCIAL FEE DEFERRAL. This item requests authorization of deferral of development impact fees for the Play Care Learning Center in the amount of \$196,166.10 until final of building permit/building occupancy. An interest rate of 1.48% will be charged to cover the lost interest income during the time frame of the deferral. This interest rate is established by the City's Finance Department, and is the City's pooled interest rate ten year average.

CC #: 8276

File #: 0215-07

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

6.7. Other Post-Employment Benefit Trust Portfolio Performance, Investment Policy Statement, and Post-Employment Welfare Benefits Program Trust Agreement Amendment

Memo from Financial Analyst Jacquie Clarizio and Finance Director Monty Hanks recommending Council adopt RESOLUTION NO. 17-70 APPROVING AMENDMENT NO. 2 TO THE POST-EMPLOYMENT WELFARE BENEFITS PROGRAM TRUST AGREEMENT. Staff recommends Council accept the informational report on the City's Other Post-Employment Benefit Trust portfolio performance results through October 31, 2016, and approve a second amendment to the Post-Employment Welfare Benefits Program Trust Agreement, which updates Exhibit C (the Investment Policy Statement), and authorize the City Manager to execute it.

CC #: 8275

File #: 0600-04

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

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

6.8. Citywide Qualified Climate Action Plan - General Plan Update, Environmental Impact Report and Budget Adjustment

Memo from Associate Planner Wayne Wiley and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-65 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND AECOM TECHNICAL SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5803 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. In order to respond to recent case law, staff wishes to enter into an agreement with Aecom Technical Services to assist with the preparation of a Citywide Qualified Climate Action Plan, General Plan Update, associated Environmental Impact Report, and associated technical studies. A budget adjustment is requested to borrow a maximum of \$1,000,000.00 from the General Fund from the Contributions by Developers Fund to cover the cost of consultant services and City staff time. The money will be paid back over time with the General Plan Update fee that went into effect December 19, 2016. There is no General Fund impact associated with this request.

CC #: 8268

File #: 0800-06 & 0201-01

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

6.9. Civic Center Tenant Improvement Project - Budget Adjustment

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt ORDINANCE NO. 5802 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item concerns a budget adjustment and appropriation authority of \$100,000.00 from the Capital Improvement Project Rehabilitation Fund to the Civic Center Tenant Improvement project account to facilitate reconfiguration of Civic Center spaces recently vacated by departments moved to the newly completed 316 Vernon office building.

CC #: 8266

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

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

6.10. Staffing, Salary Schedule, and Management Agreement Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt RESOLUTION NO. 17-75 APPROVING THE AMENDED MEMORANDUM OF TERMS, CONDITIONS AND UNDERSTANDINGS REGARDING MANAGEMENT AND CONFIDENTIAL EMPLOYEES; and adopt ORDINANCE NO. 5805 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5769, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "I" TO BE EFFECTIVE

FEBRUARY 18, 2017, AS AN URGENCY MEASURE. The amended Management A & B salary schedules reflect the deletion of Refuse Utility Manager and Business Services Administrator and a 1.78% salary increase for Controller. In addition, staff requests that Council approve an allocation schedule reflecting the deletion of six vacant allocations and the reclassification of one Office Assistant to a Recreation Leader allocation in the Parks, Recreation and Libraries Department. Staff is also requesting that Council approve an amendment to the Management Confidential Terms, Conditions and Understanding to reflect a labor market adjustment for Controller for 2017 and 2018 which was inadvertently omitted and to correct retirement language to reflect the current contract provisions with CalPERS. The proposed change for the Parks, Recreation and Libraries Department will result in no additional cost and the proposed salary change for Controller will be \$925.00 for the remainder of the fiscal year.

CC #: 8281

File #: 0600-01 & 0201-01

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

Reports / Requests

6.11. Out-of-State Travel Request – Environmental Utilities Department

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council approve additional specified staff to travel to Washington D.C. to advocate Roseville's interests, as established by the 2017 Council-adopted Legislative and Regulatory Platform for State and Federal Advocacy. Total cost is expected to be \$11,983.00 and is funded with existing approved funds budgeted within the Environmental Utilities Department FY2016-17 that are being pre-prioritized based on changed conditions in Washington D.C.

CC #: 8272

File #: 0600-02

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

6.12. Out of State Travel Request - Fire Department

Memo from Assistant Fire Chief Brian Diemer and Fire Chief Rick Bartee recommending Council approve out-of-state travel for staff from Fleet Services and the Fire Department to attend three factory inspections of the new Tiller Truck being built by Pierce Manufacturing in Appleton, Wisconsin, which include a Pre-Construction Stage, a Mid-Construction Review, and a Final Factory Inspection. The inspections will occur sometime during the months of March, July and October 2017. All costs related to travel for City employees, including air fare, lodging and meals is being covered by Pierce Manufacturing. Additional costs will be limited to per diem expenses and applicable staff overtime. Staff costs are variable based on travel dates and personnel schedules. All staff costs are within current department budgets with no additional funds requested. The total staff costs for all three trips will not exceed \$12,000.00.

CC #: 8270

File #: 0600-02

CONTACT: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Ceremonial Documents

6.13. Resolution of Commendation and Appreciation to Mike Parker

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

CC #: 8284

File #: 0102-10

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

6.14. Resolution of Commendation and Appreciation to Richard Sisk

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

CC #: 8285

File #: 0102-10

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

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Homeless Prevention and Rapid Rehousing Funding Allocations

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-73 APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. This item will allocate \$433,186.00 of City low/moderate housing funds and Sutter Health Foundation's Getting to Zero Grant funds to be used for Homeless Prevention and Rapid Rehousing services. The budget for these grants is comprised of service-specific funding and already exists based on prior City Council action and City receipt of grant funding for this purpose.

CC #: 8278

File #: 0709-05

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

Economic Development Director Chris Robles made the presentation to Council.

Housing Manager Danielle Foster continued the presentation to Council.

Jenny Davidson, Stand Up Placer - Expressed appreciation.

Drew Morrison - Inquiry regarding Lazarus Project.

David Loya, Lazarus Project Director - Spoke in support of rapid and permanent housing.

Barbara Besana, Kids First - Spoke in support and appreciation.

Keith Dederich, Gathering Inn - Spoke to funding concerns for homeless services.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-73 APPROVING FUNDING RECOMMENDATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

7.2. United States Bureau of Reclamation Interim Water Supply Contract

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-72 APPROVING AN INTERIM RENEWAL CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending the City enter into a two-year water supply contract with the United States Bureau of Reclamation. The contract will continue the delivery of 32,000 acre feet of Central Valley Project water to Roseville from Folsom Lake. The annual budget to purchase this water supply is \$1.8 million and is paid via the water operations fund which is supported by customer rates.

CC #: 8277

File #: 0800-02

Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

Acting Environmental Utilities Director Dale Olsen made the presentation Council.

No public comment received.

Motion by Bonnie Gore, seconded by Tim Herman, to adopt RESOLUTION NO. 17-72 APPROVING AN INTERIM RENEWAL CONTRACT BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

8. ORDINANCES

8.1. Fire Station No. 1 Relocation Project - Design-Assist Construction Agreement, Approval of Plans & Specifications, Professional Services Agreement Amendment, and Budget Adjustment

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-67 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CARTER/KELLY, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-68 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TM & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5804 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests Council approval of Fire Station No. 1 Relocation Project plans and specifications. This project will construct a replacement Fire Station No. 1 at the intersection of Oak Street with Lincoln Street. The total project cost including construction, soft costs, and a 5% contingency is \$7,050,000.00 funded through \$325,000.00 from the Local Transportation Fund, a \$1,725,000.00 inter-fund loan from the Strategic Improvement Fund, and \$5,000,000.00 from the Fire Facilities Fund. No General Fund monies will be used on the project.

CC #: 8271

File #: 0401-02-02-1 & 0201-01

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

Principal Engineer Jason Shykowski made the presentation to Council.

Richard Tepolt - Spoke to concerns regarding funding.

Justin LeBlanc - Spoke in support of redevelopment.

Motion by Bonnie Gore, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-67 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CARTER-KELLY, INCORPORATED, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and to adopt RESOLUTION NO. 17-68 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TM & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5804 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 Motion Passed.

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. "Bizz Johnson" Highway Interchange Joint Powers Authority, South Placer Regional Transportation Authority and Placer County Transportation Planning Agency Committee Updates

Memo from Senior Engineer Scott Gandler and Development Services Director Kevin Payne with a presentation on history and function of "Bizz Johnson" Highway Interchange Joint Powers Authority (Highway 65 JPA), Placer County Transportation Planning Agency, and South Placer Regional Transportation Authority.

CC #: 8273

File #: 0102-11

CONTACT: Scott Gandler 916-774-5331 sgandler@roseville.ca.us

Development Services Director Kevin Payne made the presentation to Council.

Senior Engineer Scott Gandler continued the presentation to Council.

Principal Engineer Jason Shykowski continued the presentation to Council.

Development Services Director Kevin Payne continued the presentation to Council.

No public comment received.

For information only. No action required.

10. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

correspondence received by the City or before the hearing

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

10.1.401 Oak Street and Adjacent Properties Purchase and Sale Agreement

Public Hearing continued to the meeting of March 15, 2017.

CC #: 8279

File #: 1003

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

Mayor Rohan announced the item was continued to March 15, 2017.

10.2. Community Development Block Grant Funds Annual Action Plan Amendment

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-76 APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN TO USE FUNDS FOR A HOUSING PROJECT AT 130-134 MAIN STREET. This item includes an amendment to the City's Annual Action Plan for the federal Community Development Block Grant funds to allocate \$150,000.00 to Meta Housing Corporation for the demolition and clearance of the blighted nuisance property located at 130-134 Main Street.

CC #: 8282

File #: 0113-02

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

Items 10.2 and 10.3 were presented concurrently.

Mayor Rohan opened the public hearing.

Economic Development Director Chris Robles made the presentation to Council.

Housing Manager Danielle Foster continued the presentation to Council.

Aaron Mendell, Meta Housing - Spoke in support.

John Morrison, Sutter - Spoke to matching funds for project.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-76 APPROVING AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN TO USE FUNDS FOR A HOUSING PROJECT AT 130-134 MAIN STREET. The Motion Passed.

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

10.3. Main Street Plaza Affordable Housing Disposition and Development Agreement and Reservation of Funds

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-77 APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MAIN STREET PLAZA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will approve a Disposition and Development Agreement with Main Street Plaza, LLC for the affordable housing site at 304 Washington Boulevard and will reserve \$2,150,000.00 in housing-related funding, plus any new Sutter Foundation matching funds, for use in the demolition and clearance of the nuisance property at 130-134 Main Street and the development of the two sites together with seventy-five units of affordable housing and 3,500 square feet of commercial space.

CC #: 8286

File #: 0709-03-02

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

Items 10.2 and 10.3 were presented concurrently.

Mayor Rohan opened the public hearing.

Economic Development Director Chris Robles made the presentation to Council.

Housing Manager Danielle Foster continued the presentation to Council.

Aaron Mendell, Meta Housing - Spoke in support.

John Morrison, Sutter - Spoke to matching funds for project.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt RESOLUTION NO. 17-77 APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MAINSTREET PLAZA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

11. COUNCIL / STAFF / REPORTS/ COMMENTS

City Staff Appreciation - City Manager Rob Jensen expressed appreciation of City staff in recent evacuation emergency.

Evacuation Center Appreciation - Councilmember Alvord expressed appreciation.

Council Goals Workshop - Councilmember Alvord reported.

Retirement of Fire Captain Scott Milligan - Councilmember Alvord expressed congratulations.

Public Safety Staff Appreciation - Vice Mayor Gore expressed appreciation.

Community Support - Mayor Rohan expressed appreciation for community support against recent hate crime.

Tom Cosgrove Passing - Mayor Rohan expressed condolences.

12. ADJOURNMENT

Motion by Tim Herman, seconded by Bonnie Gore, to adjourn the meeting at 8:28 p.m. The Motion Passed.

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



COUNCIL COMMUNICATION

CC #: 8334
File #: 0704-01

Title: Roseville Main Library Accessible Restroom Update Phase 2 (RFQ 01-3115) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Nolen Construction, Inc. as the lowest responsive bidder for RFQ 01-3115 for materials and labor for the Roseville Main Library Accessible Restroom Phase 2. The total cost of service is \$147,840.00. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

This is Phase 2 of a two phase project to modify an existing restroom and construct one additional restroom in compliance with the Americans with Disabilities Act (ADA). Phase 1 was completed in FY2012-13. The Main Library was built in 1974, and the restroom needed to be upgraded to meet current ADA codes. Phase 2 will complete the needed modifications to complete an additional ADA restroom as well as modify the existing Women's' restroom.

A formal bid was issued where vendors were asked to quote the price for material and labor to construct a new restroom, and to renovate an existing restroom in compliant with ADA codes at the Roseville Main Library. The following bids were received:

<u>Bidder</u>	<u>Total Bid Price</u>
Nolen Construction Loomis, CA	\$147,840.00
Anthem Builders, Inc. Roseville, CA	\$168,594.00
Anderson Construction Roseville, CA	\$157,631.00
Buskirk Building Solutions Roseville, CA	\$220,000.00

FISCAL IMPACT

The total cost of the ADA restroom renovation is \$147,840.00. Funding is included in the FY2016-17 Library Public Building CIP Fund budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the repair of an existing facility. This activity is categorically exempt from the California Environmental Quality Act (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,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-102

Signed Service Agreement

RESOLUTION NO. 17-102

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NOLEN
CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1703522) for the Roseville
Main Library Accessible Restroom Update Phase 2 project, between City of Roseville and Nolen
Construction, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1703522**

SERVICE LOCATION: CITY OF ROSEVILLE
MAIN LIBRARY
225 TAYLOR ROAD
ROSEVILLE, CA 95661

REQ. NO.: R1714977 DATE: 1/23/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41249
Telephone No.: (916)871-4346 Fax:
Email address: nolen.construction.company@gmail.com
Contractor: NOLEN CONSTRUCTION, INC.
ATTN: JOHN NOLEN
P.O. BOX 609
LOOMIS, CA 95650

Department: BUILDING MAINTENANCE

Acct. Code: 10001-6130/051003-45

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

Start Date	Terms	Completion Date	Insurance Limits	Contact
Upon Council Approval	NET 30	Upon Payment of Final Invoice	Approved by Risk Mgt.	CHARLIE FRALICK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE LABOR AND MATERIALS TO RENOVATE AND CONSTRUCT AN EXISTING BATHROOM TO CURRENT ADA COMPLIANCE FOR THE ROSEVILLE MAIN LIBRARY ACCESSIBLE RESTROOM UPDATE PHASE II PROJECT IN ACCORDANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ATTACHMENTS OF RFQ 01-3115.

PLEASE CONTACT CHARLIE FRALICK AT (916)774-5706 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **147,840.00**

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

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

Business License No.: 00835431 Contractor License No.: 951472 DIR Registration No.: 1000020979

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

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



COUNCIL COMMUNICATION

CC #: 8320
File #: 0203-02

Title: Cummins Vehicle Parts (RFQ 01-3123) - Service Agreement
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.3.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement to Norcal Kenworth as the lowest responsive bidder to RFQ 01-3123 for the purchase and installation of miscellaneous Cummins vehicle parts on an as-needed basis. The estimated total spend through 6-30-17 is \$65,000.00, and the estimated spend for FY2017-18 is \$175,000.00 or up to department budgeted amounts. Additionally, adopt a resolution authorizing the City Manager to sign the attached service agreement.

The bid allowed for four optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Fleet Services Division has a requirement for Cummins parts to repair and maintain the Fleet vehicles that have "IS" series Cummins engines, installed in vehicles operated by Alternative Transportation, Solid Waste, Electric, Public Works, Water and Wastewater. Bidders were asked to quote a representative sampling of the parts that Fleet Services typically orders on a regular basis, and the bid required bidders to provide their percentage discount off of the manufacturer's list price for any items not listed on the pricing worksheet to allow the City to add new parts to the list or replace discontinued parts.

The initial contract is from the date of contract award through 6-30-18. The contract is awarded based on the lowest total discounted unit cost of the vehicle parts. The parts and services will be ordered on an as-needed basis throughout the year. The total estimated spend is based on historical data and knowledge of future requirements.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Discounted Unit Price Total</u>
---------------	------------------------------------

Norcal Kenworth **\$28,960.72**
Sacramento, CA

Cummins Pacific, LLC \$33,722.03
West Sacramento, CA

FISCAL IMPACT

The estimated total combined value of the award for the remainder of FY2016-17 and FY2017-18 is \$240,000.00. Funding is included in the Fleet Division's FY2016-17 Operational Budget. Additionally, funding will be included in the Fleet Division's proposed FY2017-18 Operational Budget with spending contingent upon Council approval of budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director

A handwritten signature in blue ink, appearing to read 'Rob Jensen', with a long horizontal flourish extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-91

Norcal Kenworth S1708001 SA

RESOLUTION NO. 17-91

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

WHEREAS, a Service Agreement (Service Agreement No. S1708001) to provide and install Cummins vehicle parts on an as-needed basis, between the City of Roseville and Norcal Kenworth, has been prepared and reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1708001**

SERVICE LOCATION: AS DIRECTED
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747

REQ. NO.: R1714784 DATE: 2/08/17

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

Contractor No.: V37254
Telephone No.: 916-570-1160 Fax: 916-371-0737
Email address: JEFF.DARNER@NORCALKW.COM
Contractor: NORCAL KENWORTH
ATTN: JEFF DARNER
707 DISPLAY WAY
SACRAMENTO, CA 95838

Department: FLEET SERVICES

Acct. Code: 03321-5310
03321-5100

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	06/30/2018	Approved by Risk Mgt.	RICH BAKANEC JAMES WARD

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
TO PROVIDE AND INSTALL CUMMINS VEHICLE PARTS ON AN AS-NEEDED BASIS ON CUMMINS ENGINES AND EQUIPMENT
IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, CONDITIONS AND ATTACHMENTS OF RFQ 01-3123.

PLEASE CONTACT RICH BAKANEC AT 916-746-1720 OR JAMES WARD AT 916-746-1731 WITH QUESTIONS REGARDING
THIS AGREEMENT.

THE TOTAL COST OF SERVICE BELOW IS AN APPROXIMATE VALUE ONLY. THE CITY DOES NOT GUARANTEE
WHATSOEVER THE ACTUAL AMOUNT TO BE SPENT.

Total Cost of Service: \$ **240,000.00**

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

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

Business License No.: 143310 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

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



COUNCIL COMMUNICATION

CC #: 8308
File #: 0203-12

Title: Ballistic Plate Carriers and Ballistic Plates (RFQ 01-3121) - Purchase Order
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a purchase order to Security 20/20, Inc. doing business as (DBA) Security Pro USA as the lowest responsive bidder to RFQ 01-3121 for ballistic plate carriers and ballistic plates to be purchased on an as needed basis. The cost of the initial purchase of 135 sets of plates and carriers is \$27,540.00 plus tax of \$1,996.65 for a total of \$29,536.65. Police staff do not anticipate buying any additional plates and carriers for the remainder of the first contract period through 6-30-18.

The bid allows for three optional renewal years at one-year intervals. Staff requests authorization to continue utilizing the remaining optional renewal years of the bid contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Police Department has a requirement for ballistic plate carriers and ballistic plates for use by all uniformed officers. Ballistic plate carriers and ballistic plates are used during emergency situations where officers are faced with a potential threat from a rifle. The ballistic plate carriers and ballistic plates provide additional protection against rifle threats.

The addition of this equipment will allow every Roseville Police Department officer to have the added protection in the event of a critical incident. In the event of this type of incident, the vests can be quickly donned over the top of the current uniform and standard ballistic vest. We have previously purchased ballistic helmets for added protection, and this would be the second piece to that added safety equipment. Each officer would be provided with the ballistic plate carrier and two rifle rated ballistic plates. We are requesting the purchase of 135 vests to outfit the current 128 sworn officers in the department and to allow for extra vests to be in surplus as staffing increases.

A formal bid was issued with the following vendor responses:

<u>Vendor</u>	<u>Plate Carrier</u>	<u>Ballistic Plates</u>	<u>Total</u>
---------------	----------------------	-------------------------	--------------

Galls Cerritos, CA	Unit Price Not available	(1 set) Not available	\$430.75
Lawmens & Shooters Supply, Inc. Vero Beach, FL	\$93.28	\$310.20	\$403.48
Straightcent, Inc. Ocala, FL	\$43.55	\$351.00	\$394.55
Botach Tactical Los Angeles, CA	\$50.00	\$339.00	\$389.00
Southern Police Equipment Richmond, VA	\$35.00	\$327.00	\$362.00
Adamson Police Products Hayward, CA	\$80.50	\$278.00	\$358.50
Bob Barker Fuquay-Varina, NC	\$124.00	\$198.00	\$322.00
LC Action San Jose, CA	\$89.20	\$214.77	\$303.97
Body Armor Outlet Solem, NH	\$49.75	\$247.06	\$296.81
Jeff Meining Vancouver, WA	\$74.00	\$200.00	\$274.00
United Shield International Traverse City, MI	\$41.00	\$216.00	\$257.00
Security Pro USA Los Angeles, CA	\$39.00	\$165.00	\$204.00

FISCAL IMPACT

The total cost of 135 sets of ballistic plates and carriers is \$27,540.00 plus tax of \$1,996.65 for a total of \$29,536.65. Funding is included in the Police Department's FY2016-17 Capital Improvement Rehabilitation Fund. Purchases in the optional renewal years will be contingent upon Council approval of budgets for those years.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-87

RESOLUTION NO. 17-87

APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND
SECURITY 20/20, INC. DBA SECURITY PRO USA

WHEREAS, a purchase order for ballistic plate carriers and ballistic plates, between the City of Roseville and Security 20/20, Inc. dba Security Pro USA, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved and staff is authorized to execute three optional one-year renewals of the purchase order provided that the applicable budget is approved by the City Council.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8335
File #: 0203-01

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

Meeting Date: 3/15/2017
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize a purchase order to National Auto Fleet Group for one Ford Escape utilizing National Joint Powers Alliance (NJPA) contract 120716 to replace 07-177 approved on the FY2016-17 Auto Replacement Budget. The total cost of this vehicle including sales tax is \$24,148.28.

BACKGROUND

The Police Department is purchasing one Ford Escape as a replacement for 07-177. This vehicle is used by our volunteer's to conduct Citizen's on Patrol, vacation house checks, and attend numerous community related events throughout the year.

Vehicle replacements are based on the Fleet Scoring System which considers factors such as age, miles, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores.

Vehicle ID	Replacement Score	Vehicle Condition
07-177	23	Meets City replacement criteria

FISCAL IMPACT

The total cost of one Ford Escape vehicle including sales tax is \$24,148.28. Funding is included in the FY2016-17 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8315

File #: 0721

Title: Genfare Fare Boxes – Sole Source Purchase Order

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

Meeting Date: 3/15/2017

Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff requests that City Council authorize a sole source purchase order with Genfare in an amount not to exceed \$31,000 to purchase two (2) new fare boxes for use in the Roseville Transit fleet.

BACKGROUND

In 2010 the City of Roseville installed electronic fare boxes manufactured by Genfare in all buses. The Odyssey fare boxes are installed on Local and Commuter buses, and accept cash fares and also electronic fare media. Each electronic fare pass is encoded with information regarding the type and availability of fare, and the fare box is able to read the information when the fare media is inserted into the fare box. Use of electronic fare media enables more accurate fare and data collection.

Roseville Transit is currently completing the purchase of four (4) new local buses. The buses were delivered in January, and we anticipate putting the buses into service shortly after completion of inspections and installation of required equipment. The two (2) new Genfare Odyssey fare boxes are required in order for two (2) of the buses to accept the electronic fare media currently used by Roseville Transit; the other two (2) new buses will receive Genfare Odyssey fare boxes to be removed from older buses that have exceeded their useful life and will be sold at auction following removal of re-usable equipment.

The sole source purchase of this item is necessary because the Genfare Odyssey is the only fare box that is capable of reading the City's fare cards.

FISCAL IMPACT

Total costs for the purchase of the Genfare fare boxes is not to exceed \$31,000.00. The existing Fiscal Year 2016/17 Capital Improvement Project budget for the bus purchase project includes sufficient funding for the purchase of associated equipment, including the Genfare boxes. The

source of funds is State Proposition 1B grant funding and local transportation development act funds. There is no General Fund impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Eileen Bruggeman, Alternative Transportation Analyst

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description



COUNCIL COMMUNICATION

CC #: 8326
File #: 0800-05

Title: Linda Drive - Roadway Right of Way Vacation
Contact: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution to vacate a portion of Linda Drive as shown in Exhibit A.

BACKGROUND

Section 8334(a) of the California Streets and Highway Code provides that a legislative body of a local agency may summarily vacate excess right-of-way no longer required for street purposes. Section 8335 provides that the summary vacation may be accomplished by way of a resolution of vacation stating all the following:

1. That vacation is made under section 8335;
2. The name and precise description of the portion of right-of-way vacated;
3. The facts under which summary vacation is made; and
4. That from and after the date of the resolution the portion of right-of-way no longer constitutes a street

Site improvements on the City owned property along Linda Drive were completed last year. This site is the location of the new Fire Station No. 1. In order to maximize the building pad and optimize fire truck circulation, a portion of Linda Drive was reconstructed to narrow up the street. This modification is in alignment with the Downtown Specific Plan. As a result, Linda Drive is now a one way street along the fire station site, and a portion of the roadway right-of-way of Linda Drive is no longer needed for street purposes.

The requirements of section 8334(a) are met for this proposed summary vacation pursuant to the attached resolution.

FISCAL IMPACT

There are no fiscal impacts due to the request to vacate a portion of Linda Drive.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval of this request will not cause any economic development or creation of jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-96

Exhibit A

RESOLUTION NO. 17-96

ORDERING SUMMARY VACATION OF A PORTION OF THE ROADWAY
RIGHT-OF-WAY OF LINDA DRIVE

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

Whereas, in accordance with the provisions of section 8300, et seq., of the Streets and Highways Code (Chapter 4, Summary Vacation), it is hereby found that a portion of the roadway right-of-way of Linda Drive, described in Exhibit "A," which is attached hereto and incorporated herein by reference, is no longer needed; and

IT IS HEREBY ORDERED:

1. That a portion of the roadway right-of-way of Linda Drive described in Exhibit "A" is hereby vacated pursuant to Streets and Highways Code section 8335, and shall, as of the date of adoption of this resolution, no longer constitute a right of-way; and

2. That any public utilities within the area of vacation are hereby reserved and excepted from the vacation; and

3. The City Clerk is hereby directed to cause a certified copy of this Resolution and Order, attested to by said Clerk under the seal of the City of Roseville, to be recorded in the Office of the County Recorder.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

EXHIBIT "A"
ABANDONMENT OF A PORTION OF LINDA DRIVE
PUBLIC RIGHT OF WAY

All that property situated in the City of Roseville, County of Placer, State of California, being a portion of Linda Drive, more particularly described as follows:

Beginning at the most westerly corner of the parcel described in that certain GRANT DEED from the SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE, to the CITY OF ROSEVILLE recorded June 5, 2014 as Document 2014-0037176-00, official records of Placer County, thence along the prolongation of the westerly line of said parcel, North 44°53'33" West, 11.88 feet to a point which is distant South 38°21'30" East, 558.05 feet to a found 5/8" rebar at the southeast corner of PARCEL 2 as shown on that certain PARCEL MAP filed October 30, 2003 in Book 31 of Parcel Maps at Page 90, Placer County Records; thence North 45°06'27" East, 76.23 feet to the beginning of a curve concave to the southeast, having a radius of 50.00 feet and a chord bearing North 55°48'52" East, 18.58 feet; thence northeasterly through a central angle of 21°24'50", 18.69 feet along said curve; thence North 66°31'17" East, 155.39 feet to the beginning of a curve concave to the south, having a radius of 55.00 feet and a chord bearing North 71°25'27" East, 9.40 feet; thence easterly through a central angle of 09°48'19", 9.41 feet along said curve; thence North 76°19'36" East, 43.80 feet to a point on the prolongation of the northeasterly line of PARCEL ONE as described in that certain GRANT DEED from the SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE, to the CITY OF ROSEVILLE recorded June 5, 2014 as Document 2014-0037175-00, official records of Placer County which is distant South 44°45'25" East, 610.72 feet to a found brass pin in monument well at the intersection of Sutter Avenue and South Lincoln Avenue as shown on said PARCEL MAP; thence along said prolongation South 44°53'33" East, 7.69 feet to the southeasterly line of Linda Drive; thence along said southeasterly line of Linda Drive the following three (3) courses:

1. South 70°30'15" West, 94.53 feet;
2. South 68°07'27" West, 108.26 feet and
3. South 45°06'27" West, 100.00 feet to the **Point of Beginning**.

Containing 0.07 acres or 2,857 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.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Brandon Benton, LS 8679



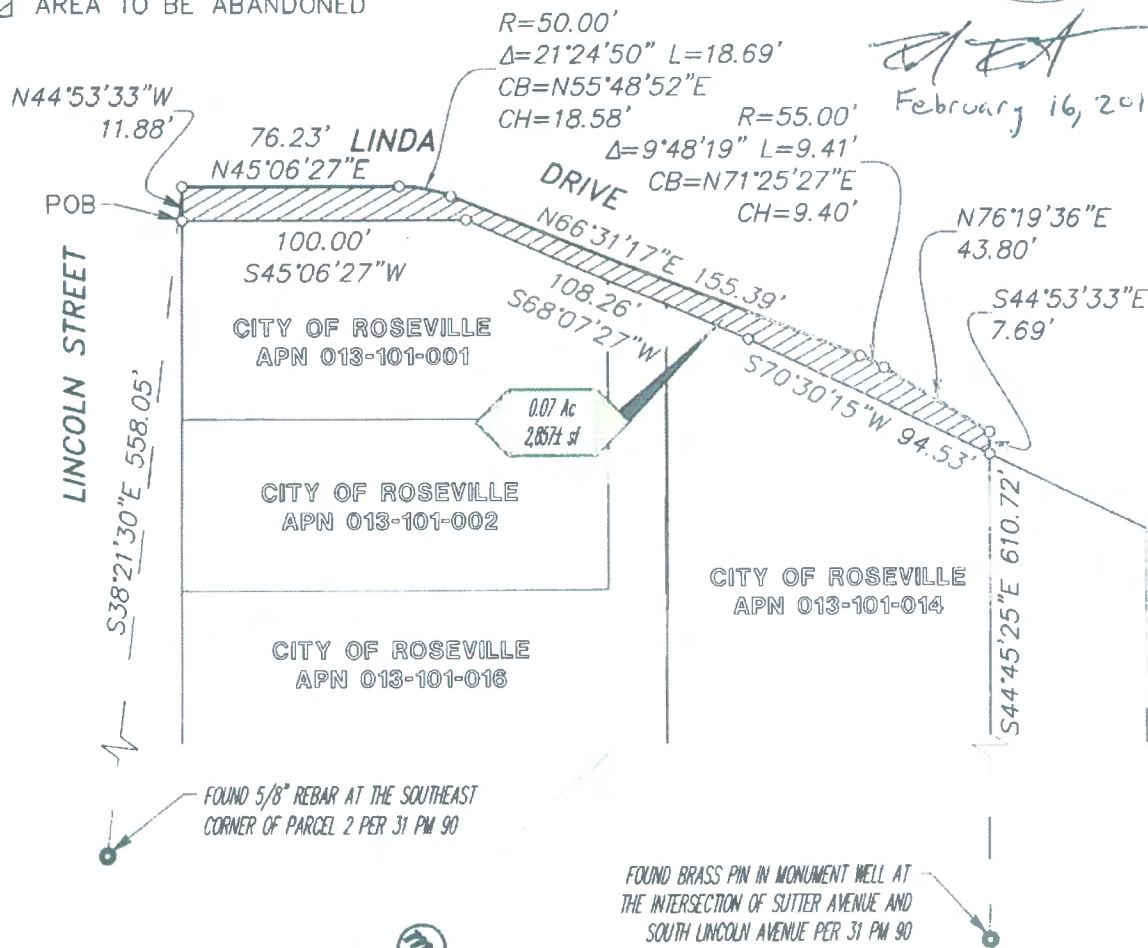
February 16, 2017
Date

LEGEND

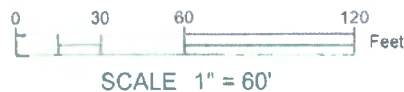
- POB POINT OF BEGINNING
- CB CHORD BEARING
- CH CHORD DISTANCE
- PM PARCEL MAP
- FOUND MONUMENT AS NOTED
- DIMENSION POINT
- ▨ AREA TO BE ABANDONED



February 16, 2017



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 1



Mark
Thomas &
Company
Inc.

Scale: 1" = 60'
Date FEB. 2017
Drawn By CMD
Checked By BB

Exhibit A

LINDA DRIVE
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California





COUNCIL COMMUNICATION

CC #: 8311

File #: 0307

Title: Designation of Assistant City Manager as the City of Roseville's Authorized Agent to the Governor's Office of Emergency Services
Contact: Carl Walker 916-746-1300 cwalker@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve a resolution designating the Assistant City Manager as the City of Roseville's Authorized Agent to the Governor's Office of Emergency Services for all matters pertaining to State disaster assistance.

BACKGROUND

In January 2017, the Federal Emergency Management Agency (FEMA) notified the Governor's Office of Emergency Services (Cal OES) that the City of Roseville's grant application for the acquisition of 645 Riverside Avenue was approved. The proposed acquisition project would remove one of the structures within the City that has incurred repeated flood damage from Dry Creek. The property is located along the east side of Riverside Avenue, north of the confluence of Dry Creek and Cirby Creek. The FEMA grant will pay up to 75% of the acquisition project's cost, with the City providing the remaining matching funds.

In order for the City of Roseville to obtain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or State financial assistance under the California Disaster Assistance Act, the City must keep a resolution on file with the Governor's Office of Emergency Services, designating an Authorized Agent to act on behalf of the City for a period of three years.

Staff recommends that the City Council designate the Assistant City Manager as the City of Roseville's Authorized Agent with the Federal Emergency Management Agency and the Governor's Office of Emergency Services for all correspondence regarding grants applied for by the City of Roseville.

FISCAL IMPACT

There are no fiscal impacts directly associated with designating the Assistant City Manager as the City of Roseville's Authorized Agent. However, doing so will allow the FEMA grant to pay up to 75% of the

645 Riverside Avenue acquisition project's cost, with the City providing the remaining matching funds. The local funds will be identified and encumbered during future phases of the project.

ECONOMIC DEVELOPMENT / JOBS CREATED

No jobs are expected to be created by this Council action.

ENVIRONMENTAL REVIEW

The proposed item is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guideline Section 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Carl Walker, Senior Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-88

RESOLUTION NO. 17-88

DESIGNATING THE ASSISTANT CITY MANAGER AS THE AUTHORIZED AGENT TO
THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE GOVERNOR'S
OFFICE OF EMERGENCY SERVICES ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Federal Emergency Management Agency (FEMA) notified the Governor's Office of Emergency Services (Cal OES) that the City of Roseville's grant application for the acquisition of 645 Riverside Avenue was approved; and

WHEREAS, the proposed acquisition project would remove one of the structures within the City that has incurred repeated flood damage from Dry Creek; and

WHEREAS, in order for the City of Roseville to obtain federal financial assistance, we must keep a resolution on file with the Cal OES, designating an Authorized Agent to act on behalf of the City for a period of three years; and

WHEREAS, staff recommends that the City Council designate the Assistant City Manager as the City of Roseville's Authorized Agent with FEMA and Cal OES; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Assistant City Manager is hereby designated as the Authorized Agent to FEMA and Cal OES on behalf of the City of Roseville for all matters pertaining to State disaster assistance.

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 #: 8328
File #: 0704-01

Title: Master Plan for F-56 Regional Park
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.9.

RECOMMENDATION TO COUNCIL

Approve the professional design services agreement with Callander Associates Landscape Architects, Inc. for \$109,475.00 for master plan services on the F-56 Regional Park Project and authorize the City Manager to execute the agreement.

BACKGROUND

The Parks, Recreation & Libraries Department is planning to construct the park located in the West Roseville Specific Plan off of West Park Drive and High School Road. This is the joint use high school site which also is the location of the historic Fiddymont house. A Request for Qualifications/Proposals (RFQ/P) was issued in October 2016. Nine (9) firms submitted a Letter of Interest/Response to the RFQ/P. Three firms were interviewed. Callander Associates Landscape Architects, Inc. was selected as the most qualified to complete the master planning services. The scope of work included in this Agreement will include public outreach, stakeholder meetings, concept planning, estimate of probable costs and a final master plan.

FISCAL IMPACT

Allocation for the preparation of a master plan was approved in the FY2016/17 budget through the West Roseville City-wide Park Fund. There will be no impact to the General Fund for this phase of work.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Professional Design Services Agreement for the F-56 Regional Park Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-98

PDSA for Callander

RESOLUTION NO. 17-98

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND CALLANDER ASSOCIATES LANDSCAPE
ARCHITECTURE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT
ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding master plan services on the F-56 Regional Park project, by and between the City of Roseville and Callander Associates Landscape Architecture, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: F-56 Park Master Plan

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Callander
Associates Landscape Architecture, Inc., a California corporation ("CONSULTANT "); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of the preparation of a
master plan and estimate of probable costs for the F-56 park site; and

WHEREAS, CONSULTANT has prepared a proposal dated January 20, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A." Total compensation shall not exceed one hundred nine thousand, four hundred seventy-five dollars (\$109,475).

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. Prevailing Wages. As and if applicable to certain services provided under this Agreement, CONSULTANT shall comply with all applicable prevailing wage laws. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial

Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>.

During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. 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.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. 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.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, 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.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

19. Severability. If any of the provisions contained in this Agreement 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.

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

CITY OF ROSEVILLE

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

CONSULTANT

Callander Associates
12150 Tributary Point Drive, Suite 140
Gold River, CA 95670

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

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

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

CALLANDER ASSOCIATES
LANDSCAPE ARCHITECTURE, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: BRIAN FLETCHER
PRESIDENT / CFO

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: BENJAMIN W. WOODSIDE
CORPORATE SECRETARY

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

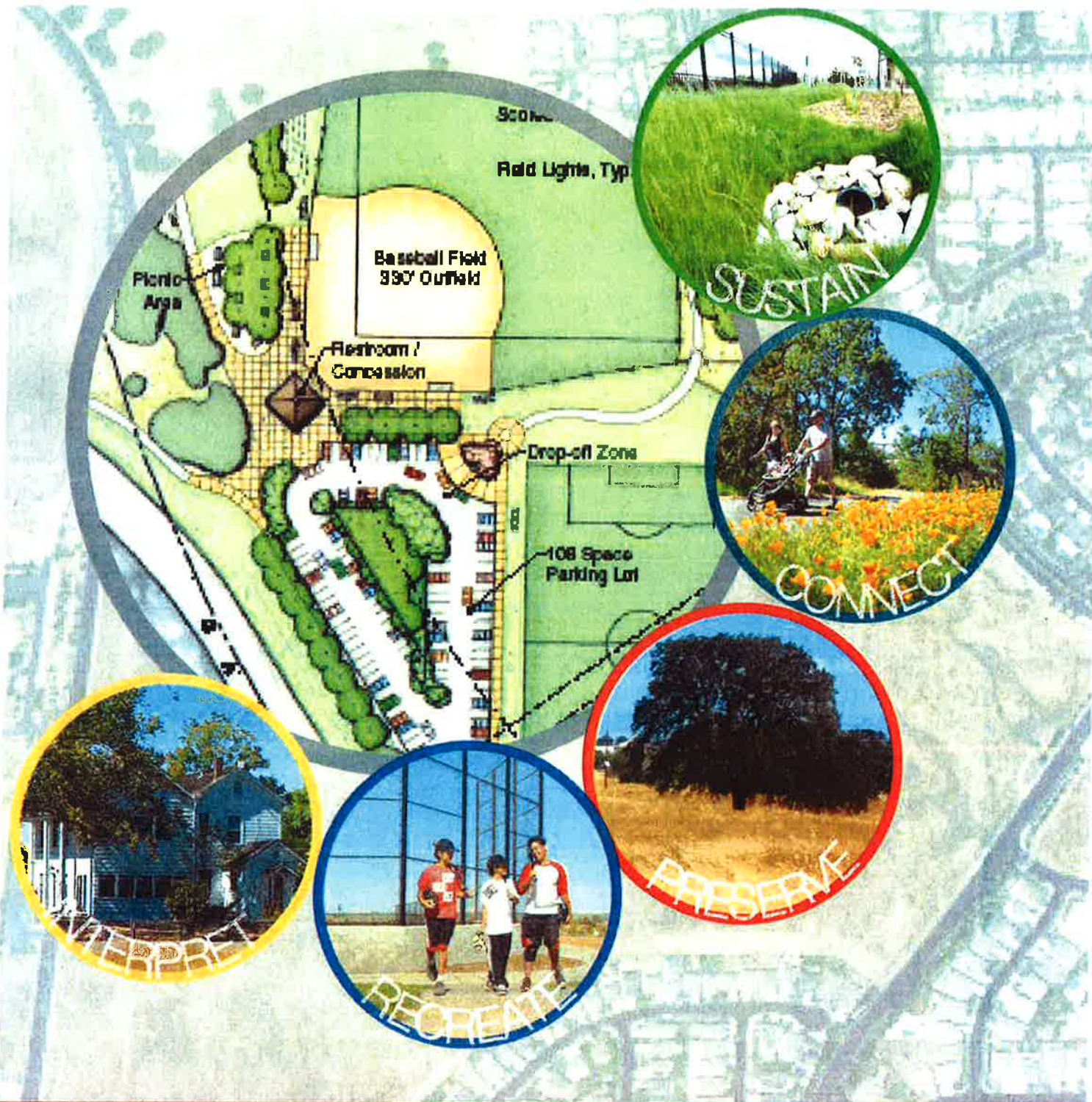
APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT “A”



JOINT USE HS SITE & HISTORIC FIDDYMENT HOUSE

park master plan

City of Roseville
Jan. 20th, 2017 (Revised)

“ Great people building
community through exceptional
service and indelible design “

Callander Associates Vision Statement

LOCATION:

VALLEY OFFICE

12150 Tributary Point Drive, Suite 140
Gold River, CA 95670
916.985.4366

Callander Associates is a registered **Small Business
Enterprise (SBE)** with the State of California.

SCOPE OF SERVICES

The steps outlined below (with deliverables highlighted in bold face italics) are based on a proven project delivery methodology and are intended to get to these answers in an efficient manner, allowing the City to pursue implementation of site improvements in the shortest period of time. The scope is suggested, and as such is subject to modification. We welcome the opportunity to meet with you to discuss Roseville's plan approval processes and identify appropriate modifications to this scope

TASK 1- PRELIMINARY STUDIES

- 1.01 CITY MEETING #1- PROJECT KICK-OFF: Shortly after notice to proceed, schedule initial kick-off meeting with City. Review scope, schedule, available and required documents, and define communication protocols. Review and expand on project goals and objectives, alternatives to be studied, programming needs, outreach strategy, and schedule. Discuss outreach efforts with the City team and gather input on program needs from the high school district and historic society. Callander Associates to prepare **meeting agenda** and written meeting summary including what was discussed, decided upon, and all the next steps to be performed, or "action items".
- 1.02 PROJECT MANAGEMENT: Initiate project management protocols including biweekly conference calls, meeting summaries (identification of action items, responsible parties and due dates), contract progress reports, agendas (reviewed in advance to keep meetings focused), updates on budget, and standard procedures. Includes continued coordination tasks with City staff and other key project contacts.
- 1.03 PROJECT SCHEDULE: Prepare critical path method (CPM) **schedule** in MS Project and provide monthly updates.
- 1.04 ONGOING OUTREACH TASKS: Review public outreach and project awareness strategies, identify meeting locations, and establish approximate meeting dates and invitation methods. Coordination of these outreach efforts will be ongoing, throughout all phases of the project. The outreach methods will vary based on the stage in the project but it is the goal of the project to provide regular updates regarding the master plan process to all parties interested. Proposed outreach methods will include:
 - a. Project Branding - to aid in project recognition, such as a logo or name that evokes positive reactions.
 - b. Project Website - provide presentation materials and workshop summaries in PDF/JPEG format for City staff to place on the City's website.
 - c. On-line Survey - prepare multiple online surveys throughout the process to solicit input from community (provide links on the City's website).
 - d. Social Media- news blasts, events, and forums for additional input from community.

SITE ANALYSIS We propose to conduct a detailed site survey and site analysis phase to document all the existing features/attributes of the site and communicate them through a clear/concise opportunities and constraints map.

- 1.05 **SITE MAPPING / TOPOGRAPHIC AND BOUNDARY SURVEY:** Work with surveyor to research and locate benchmarks for use in setting control points for topographic and boundary survey. Research and review existing title reports, deeds, maps, easements and other pertinent information with Placer County Recorder and Surveyor. Survey will include the entire park boundary including back front face of curb at adjacent streets, center of fence/wall around the perimeter of the park, building outlines, tree canopy, and general locations of structures at the historic site. Client to provide current title report.
- 1.06 **FILE REVIEW:** Obtain historical information relevant to Master planning the Park from the City. This information is anticipated to include; record documents of adjacent roadway improvements, soils reports, geotechnical reports, environmental documents for site or adjacent to the site, the West Roseville Specific Plan, Bicycle Master Plan, Sports Complex Plans, and School Site Plans. File information to be inventoried, listed in a directory of reference documents, and stored electronically for retrieval and use by all project team members.
- 1.07 **SITE INFRASTRUCTURE INVENTORY:** Prepare a **site infrastructure inventory** based on information from the topographic survey, available record drawings from the City and additional site investigation. Information to be translated into AutoCAD format for inclusion in the Base Map.
- 1.08 **BASE MAP:** Prepare a **base map** utilizing a combination of the topographic survey and aerial photographs. Base map to be prepared at an appropriate scale to show all major existing features including topography, trees, historic site features, and utilities as noted in Task 1.08.
- 1.09 **SITE INVESTIGATION:** With the topographic survey in hand, conduct a site walk with City staff. Document observations photographically, on the survey, and in notes. Among the elements to be documented are; existing vegetation, views (objectionable and desirable), weather patterns (solar orientation and wind), access, visibility, and adjacent land uses.
- 1.10 **TREE SURVEY:** Provide **tree management plan** prepared by ISA Certified Arborist. Report to include evaluation of current condition of trees based on health and structure. Recommendations will include tree assessment based on liability concerns, maintenance needs and lifespan of the trees.

PROGRAMMING One of the first requirements will be to uncover all the appropriate programs for the park. Callander Associates has led programming efforts with many neighborhoods and we look forward to working with staff and the public to develop a well-supported project program that builds off of the program list established for the Regional sports Park in the West Roseville Specific Plan.

- 1.11 **PROGRAM LIST:** Based on input received, refine the **program list** for the Master Plan. CALA to work closely with the City's Parks and Recreation Staff to understand previous discussions on programming needs and how they relate to new input. Review with City staff in conference call prior to moving forward with opportunities and constraint plan. Prepare memo summarizing program list and priorities.

- 1.12 OPPORTUNITIES AND CONSTRAINTS PLAN DEVELOPMENT: Prepare an **Opportunities and Constraints Plan** mapping out easements, utilities, setbacks, etc. Plan to consist of an existing conditions map (the topographic survey and aerial map) with opportunities and constraints superimposed. Plan to identify recreational space opportunities, pedestrian and vehicular access, safety concerns, sight-lines, and proximity to adjacent uses. Prepare a program listing itemizing the elements to be included in the park and their required supporting elements. Civil engineer to provide input on vehicular circulation in and around the park, drainage/stormwater requirements and additional utility needs. In one conference call with the City Team, discuss strategy for developing the concept plan based this.

TASK 2- CONCEPT PLANS

- 2.01 CONCEPT PLAN: Based on input received in the City meeting, through other forums, and as agreed upon, proceed to prepare a **Concept Plan**. One overall concept will be prepared with a few enlargements that will show variations on the plan based on site circulation and optional program elements determined from the outreach efforts. The Concept Plan will to be a combination of black and white hand drawn and computer graphics and labeled.
- a. Alternative Field Layout Analysis: It is anticipated that multiple viable plans for the park are possible. This project scope includes initial evaluation of other concept layouts through trace overlays and sports field templates. Due to the narrow configuration of the park site, consideration for optimal field orientation, and other site constraints will be vetted.
 - b. Imagery: Assemble image board of new elements in a format suitable for public presentation and as individual images to be shared during presentations. Up to 30 images are anticipated, consisting primarily of photos of similar facilities.
 - c. Cost Estimate: Include order of magnitude estimate of probable construction costs for the project concept. The estimate will show quantities and unit prices for any item of work anticipated to cost \$100,000 or more. The estimate will be based on actual quantities as can be estimated from the plans and recent bid prices. The estimate will include 30 – 50 discrete cost items. All costs associated with delivering the project, including administration costs, final design costs, permitting, inflation and contingencies will be included.

WORKING WITH BUDGETS When construction is not imminent it's surprising how often budget considerations take a back seat. It's our experience in working on projects through all phases of design that keeps us from ever ignoring 'the numbers'. In our approach, you'll see early evaluation of costs. We're looking to drill down deep to make sure you're fully informed about what it's going to take to make this project a reality. Even though we're at the Conceptual Planning level, the costs that we assign to the project will be based on real world bid prices for projects with similar improvements. Although there is no 'not to exceed' construction cost clause in the agreement for this phase of services we approach the project just as seriously as if there was.

- 2.02 CITY MEETING #2: Review the above materials with the Project Team and to discuss strategy and logistics of upcoming community workshop. Prepare a **meeting summary** capturing decisions made in the meeting and distribute to attendees.
- 2.03 CONCEPT PLAN REFINEMENTS: Update all documents as warranted and in response to the input received during the meetings listed above. Color render concept plan for presentation.

STAKEHOLDER INPUT A core tenet of our practice has always been that public facilities need to represent the public's interests. It seems simple, but sometimes this gets lost in the shuffle. We KNOW we're there to listen, not sell. When tough choices need to be made later it helps when your audience trusts you to represent their interests in as fair a manner as possible.

2.04 **PUBLIC MEETING #1- Workshop:** Present project overview, opportunities and constraints plan, program list and one concept plan in an interactive workshop with the Community including representatives from the Roseville Historic Society, the High School District and the youth sports leagues. Presentation materials will focus on project intent, overview, and programming. As part of the public input process, we will facilitate a brainstorming exercise involving engaging the public in the development of the updated master plan.

BUILDING SUPPORT WHILE INCREASING DEFINITION Planning is an iterative process and our approach acknowledges this. LISTEN- ASSIMILATE - DRAW - PRESENT (repeat). First generation plan alternatives will be based on what we hear from the community. In all likelihood we won't "hit a home run" in our first attempt to capture what we hear. The bigger mistake is in not responding to the input provided or in giving definition to the project beyond what the community provide. Relying on this process, with the public repeatedly engaged results in a plan that the City can support, because their community supported it first! Each of the projects featured in our proposal was roundly supported at the Board/ Council level because the Council knew the community had been engaged, and the plans were shaped by that process.

TASK 3 - MASTER PLAN

3.01 **CITY MEETING #3:** Convene a meeting with the project team to review the input received in the public meeting and from other sources. Reach consensus on key project elements, prioritization of improvements and field options. Prepare a **meeting summary** capturing decisions made in the meeting and distribute to attendees.

3.02 **DRAFT MASTER PLAN:** Prepare a **Draft Master Plan** reflecting the preferences of the community, City Staff and all stakeholders. Plan to be labeled and color rendered. Prepare accompanying images including and up to four additional enlargement renderings of selected areas around the park. Update image boards to reflect the selected elements.

a. **Estimates of Probable Construction Costs:** Refine estimate based on Draft Master Plan.

b. **Imagery:** Update image boards based on project program.

CREATIVITY Great park design requires more than just a good theme. Limited project budgets and increasing demands dictate that multi-use be the driving factor of park amenities. Finding ways to stretch capital improvement dollars by implementing ideas such as drainage areas doubling as natural exploring experiences or community gardens that are also rose gardens/butterfly gardens with passive benches and shade. Entry signage, site furnishings and pathways can all tie the design together to reflect the character of the community. We believe a "picture-is-worth-a-thousand-words" and we propose to bring many inspiring photographs of similar projects to help the community visualize the possibilities.

- 3.03 PUBLIC MEETING #2- Open House: Present Draft Master Plan to the public in one community meeting. Format for the community meeting will be an open house style presentation. Open house will include boards to recap previous outreach efforts, previous developed plans and the draft master plan. Meeting style allows for small group discussions and engages the public in the master plan process in a casual atmosphere. This presentation will be held at a nearby public facility.
- 3.04 CITY MEETING #4: Convene a meeting with the City to review the input received in the public meeting and from other sources. Reach consensus on key project elements, prioritization of improvements, and preferred concept. Prepare a **meeting summary** capturing decisions made in the meeting and distribute to attendees.
- 3.05 FINAL MASTER PLAN: Prepare **final Master Plan** and cost estimate based on comments received. Include updates to opportunities and constraints plan. Prepare plan for submittal to City. Submit final plan for City distribution including flash drive of all prepared documents in PDF format, CAD topographic survey and any other supplemental files obtained throughout the process for City's records.
- 3.06 PUBLIC MEETING #3- OPTIONAL ITEM*: Attend optional public meeting as needed at any point in the master plan process. This could be an additional meeting with the public or a formal commission meeting. Includes preparation of presentation material for meeting and **meeting summary** of comments.

UNDERSTAND GOALS & OBJECTIVES
FACILITATE PROGRAM DEVELOPMENT
BURN THROUGH LOTS OF TRACE
COLLABORATE
ILLUSTRATE + VISUALIZE
FOCUS ON IMPLEMENTATION
FACILITATE PERMITS
MANAGE BID AND CONSTRUCTION PROCESS
REALIZATION + CELEBRATE

The following fees and reimbursable expenses are proposed and will remain valid for a period of 90 days from the date of this proposal. We have estimated our time and expenses based on the Scope of Services within the proposal.

JOINT USE HS SITE & HISTORIC FIDDYMENT HOUSE PARK MASTER PLAN

1.0	Preliminary Studies	
	a. Callander Associates	\$23,528
	b. Page & Turnbull	\$1,520
	c. Morton & Pitalo	\$19,000
	subtotal Task 1.0	\$44,048
2.0	Concept Plans	
	a. Callander Associates	\$18,640
	b. Page & Turnbull	\$2,790
	c. Morton & Pitalo	\$7,100
	subtotal Task 2.0	\$28,530
3.0	Master Plan	
	a. Callander Associates	\$21,213
	b. Page & Turnbull	\$3,550
	c. Morton & Pitalo	\$4,300
	subtotal Task 3.0	\$29,063
	Total Compensation for Tasks 1 thru 3 (not to exceed)	\$101,641
	Optional Items- Task 3.06 (not to exceed)*	\$2,812
	Reimbursable Expenses (budgeted allowance)	\$7,834

*Optional Items are scope items that can be included as needed with the authorization of the client.



Callander Associates

Landscape Architecture

Standard Schedule of Compensation 2016 Rancho Cordova

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. These amounts shall be adjusted in January, upon issuance of an updated Standard Schedule of Compensation:

Hourly Rates

Principal	\$167/hour
Senior Associate	\$159/hour
Associate	\$149/hour
Senior Project Manager	\$137/hour
Project Manager 1	\$131/hour
Project Manager 2	\$124/hour
Construction Manager	\$134/hour
Job Captain	\$114/hour
Designer 1	\$105/hour
Designer 2	\$97/hour
Assistant Designer	\$86/hour
Project Administrator	\$92/hour
Accounting	\$108/hour

Reimbursable Expenses

All costs for photography, printing and plotting, special delivery, insurance certificate charges, charges for waivers of subrogation, local business licenses, sales taxes, assessments, fees, mileage, all CADD and visual simulation ancillary costs, such as data transfers, tapes and outside services, and all other costs directly related to the project will be billed as a reimbursable expense at our cost plus a fifteen percent (15%) administration charge. The cost of professional liability insurance and all costs associated with cell phones, electronic mail, faxes, long distance phone charges and related telecommunications shall be charged as a combined surcharge of 2.5% on the total fees.

Payments

Payments are due within ten days after monthly billing with amounts more than thirty days past due subject to a 1.5% per month interest charge. Retainer amounts, if indicated, are due upon signing the agreement and shall be applied to the final invoice for the project.

PROFESSIONAL FEE SCHEDULE

PAGE & TURNBULL

Founding Principal	\$275.00–\$350.00 per hour
Principals	\$210.00–\$275.00 per hour
Associate Principals	\$150.00–\$200.00 per hour
Architects	\$110.00–\$160.00 per hour
Designers, Conservators & Planners	\$85.00–\$140.00 per hour
Historians	\$85.00–\$140.00 per hour
Administrative Personnel	\$80.00–\$150.00 per hour
Architectural Assistants	\$60.00–\$90.00 per hour

Reimbursable expenses shall be billed at cost plus 10% and include the following:

Cost of printing or duplication of drawings, specifications, reports and cost estimates.

Tolls, parking fees, and local travel charged in accordance with IRS code.

Long distance telephone service and facsimile charges.

Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.

Postage and delivery charges.

Fees for local licenses and permits required to perform professional services.

Travel, lodging, subsistence and out-of-pocket expenses for authorized travel in connection with contract services.

Fees for consultant services and subcontractors retained with approval of client.

Effective 1/2016
Subject to annual review and adjustment

ARCHITECTURE
PLANNING & RESEARCH



EXHIBIT "B"
Morton & Pitalo, Inc.
Hourly Rates & Billing Policy

Effective March 31, 2015, the following hourly rates will be charged for services rendered:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Engineer	\$210.00
Senior Project Manager	\$190.00
Associate Project Manager	\$170.00
Project Manager	\$150.00
Senior Engineer	\$140.00
Associate Engineer	\$115.00
Assistant Engineer	\$95.00
Senior Designer	\$140.00
Associate Designer	\$105.00
Assistant Designer	\$95.00
Senior Planner	\$135.00
Associate Planner	\$105.00
Assistant Planner	\$78.00

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Surveyor	\$200.00
Survey Manager	\$185.00
Project Surveyor	\$170.00
Senior Survey Technician	\$145.00
Associate Survey Technician	\$115.00
Assistant Survey Technician	\$78.00
Engineering Technician	\$68.00
Senior CAD Drafter	\$120.00
Associate CAD Drafter	\$95.00
Assistant CAD Drafter	\$75.00
Clerical	\$65.00

<u>FIELD SERVICES</u>	<u>HOURLY RATE</u>
Survey Supervisor	\$145.00
1-Man Survey Crew	\$170.00
2-Man Survey Crew	\$250.00
3-Man Survey Crew	\$335.00

- Expert witness consultation fee is \$300.00 per hour.
- Cost of normal survey stakes and other field supplies is included in the above rates. Special monuments, iron stakes, etc., will be charged at cost.
- Subconsultant charges will be billed at 115% of cost.
- Blueprints and reproductions will be charged at \$0.50 per square-foot for black & white. Color reproductions will be charged at \$2.50 per square-foot. Mylars will be charged at \$5.00 per square-foot.
- All travel expenses (such as lodging, meals and transportation, if applicable) will be charged at cost.
- Billings will be monthly. Invoices are due and payable upon presentation.
- All invoices not paid within thirty (30) days after invoices are rendered will be subject to a 2.5% per month interest charge for all monies thirty (30) days past due, up to and including the time of payment.
- Morton & Pitalo, Inc. shall have the right to curtail work on a project 30 days after invoices are due and payable.
- In the event of increases in costs due to the granting of wage increases and/or other employee benefits, such increases shall be adjusted proportionately to all hourly rates.



COUNCIL COMMUNICATION

CC #: 8332
File #: 0109-02

Title: Street Closure Request - Revolution Run - March 25, 2017
Contact: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.10.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager or his designee to approve the following street closures from 7:30 – 11:00 a.m. on Saturday, March 25, 2017 for the Revolution Run hosted by John Adams Academy:

Northbound lane number two of Harding Boulevard, between Lead Hill Boulevard and Wills Road.

BACKGROUND

Staff from John Adams Academy have submitted a special event application to host their 2nd annual Revolution Run on Saturday, March 25, 2017. Last year the event only required closure of the bike lane; however, the applicant feels the attendance will increase this year and has requested a lane closure.

City staff also required the applicant to drop off a flier and obtain a signature from all businesses in the complex, where the event will be held, to ensure they are aware of the parking restrictions on event day.

Although staff is requesting the lane be closed until 11:00 a.m., Public Works staff will monitor the flow of the event and will reopen the lane earlier, if possible.

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed Street Closure Agreement outlines applicant and City responsibilities for proposed temporary street closures required to safely accommodate the event. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Because the request for approval of the Temporary Street Closure Agreement does not include the potential for a significant environmental effect, it is not subject to CEQA and no further action is required.

Respectfully Submitted,

Jamie Hazen, Community Relations Analyst

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-100

Revolution Run Street Closure Agreement

RESOLUTION NO. 17-100

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND
JOHN ADAMS ACADEMIES, INC. AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for Special Event and Temporary Street Closure regarding
Revolution Run, between the City of Roseville and John Adams Academies, Inc., has been
reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

AGREEMENT FOR SPECIAL EVENT AND
TEMPORARY STREET CLOSURE

Event: Revolution Run

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by
and between the City of Roseville, a municipal corporation ("CITY"), and John Adams
Academies, Inc., a California corporation ("PROMOTER"), and

W I T N E S S E T H:

WHEREAS, PROMOTER has requested the closure of certain public streets for the
Revolution Run ("Event") to be held on Saturday, March 25, 2017; and

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

NOW, THEREFORE, the parties agree as follows:

1. PROMOTER shall comply with all applicable provisions of the Roseville
Municipal Code.
2. The following streets may be closed to traffic between 7:30 a.m.; and 11:00 a.m.
on Saturday, March 25, 2017:
 - a. Northbound lane number two of Harding Boulevard, between Lead Hill
Boulevard and Wills Road.
3. Adequate barriers and warning signs, as requested by the Public Works
Director/City Engineer, shall be placed by City personnel at all street entrances and alleys



leading into the closed area. No markings of any kind will be permitted on the street, street lights, or electrical poles.

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

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

6. To the fullest extent allowed by law, PROMOTER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from, arising out of or in connection with the Event or the attendant street and/or garage closures, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

PROMOTER's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

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

9. No alcoholic beverages shall be sold on City streets or property.
10. PROMOTER shall reimburse CITY for all staff costs incurred relating to the Event including, but not limited to, street closure costs.
11. Either party may terminate this Agreement by giving the other party ten (10) days advance written notice.

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

JOHN ADAMS ACADEMIES, INC.,
a California Corporation

BY: Joseph P Benson
its: Executive Director
and 2017 - 02 - 07

BY: Heather Brown
its: Headmaster

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

JB



COUNCIL COMMUNICATION

CC #: 8309
File #: 0309-03

Title: Streambed Alteration Agreement for Routine Maintenance Activities – Agreement Approval
Contact: Mark Morse 916-774-5499 mmorse@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council:

- 1) Approve the Streambed Alteration Agreement for Routine Maintenance Activities between the City of Roseville and the California Department of Fish and Wildlife for the City of Roseville Routine Maintenance of Streams and Drainage Facilities Project (Exhibit A);
- 2) Adopt the attached resolution authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The City of Roseville conducts annual routine maintenance of stream channels and drainage facilities (creek maintenance) throughout the City to ensure available hydraulic capacity and prevent flooding. The City's creek maintenance program also includes maintenance of City facilities and utilities where located within creek and riparian areas subject to California Department of Fish and Wildlife (CDFW) jurisdiction. The City's creek maintenance activities were previously authorized under a CDFW Streambed Alteration Agreement for Routine Maintenance that expired on January 15, 2017. In summer 2016 staff initiated a process to renew this agreement which included contracting for consultant services and preparation of an environmental document.

At its December 7, 2016 meeting, Council approved the City of Roseville Routine Maintenance of Stream Channels and Drainage Facilities Project and adopted the Project's CEQA Initial Study Mitigated Negative Declaration. Since that time staff has been coordinating with involved City departments and negotiating details of agreement renewal with CDFW. The final proposed Streambed Alteration Agreement for Routine Maintenance Activities between the City of Roseville and the California Department of Fish and Wildlife for the City of Roseville Routine Maintenance of Streams and Drainage Facilities Project (Agreement) is attached (Exhibit A).

As outlined in Exhibit A, the Agreement authorizes the following City maintenance activities for a period of 12 years (with an option to extend an additional 5 years):

- *Trail Maintenance*
- *Goat Grazing*
- *Channel Alignment Maintenance*
- *Debris or Obstruction Removal*
- *Beaver Dam Removal*
- *Removal Replacement or Repair of Facilities*
- *Silt, Sand or Sediment Removal*
- *Vegetation Control in Channels*
- *Tree and Vegetation Control for Overhead Electric Infrastructure*
- *Repair of Previous Erosion Control Work*
- *Temporary Water Diversions*
- *Minor Erosion Control Work*
- *Bridge Washing, Graffiti Removal and Painting*
- *Geotechnical Sampling and Subsurface Cultural Resource Testing*
- *Flood Alert System Maintenance*

Similar to agreements recently approved for other jurisdictions, the City's new Agreement also contains substantial new survey, monitoring, reporting and mitigation requirements which have cost, tracking and reporting implications. For example, in addition to annual reporting and nesting surveys required under the existing agreement, the new Agreement requires sensitive species habitat surveys and related documentation. Also in future years, as temporary and permanent impacts accumulate under the new Agreement, the City is required implement mitigation/restoration projects. These projects will be identified in a Habitat Mitigation Monitoring Plan (HMMP), also a new Agreement requirement. The new Agreement requires that restoration projects be tracked and related Restoration Annual Monitoring Reports be prepared to evaluate mitigation performance. Finally the new Agreement also requires an "overall" Status Report every four years. In addition to these new requirements, efficient implementation of the Agreement will require additional internal GIS support services and contracting for biological and cultural resource surveys.

FISCAL IMPACT

Due to additional survey, monitoring, reporting and tracking requirements, staff estimates a \$20,000 annual cost increase to conduct routine maintenance under the new Agreement. This estimate is subject to adjustment as staff conducts work under the new Agreement and is dependent in part on final requirements of the HMMP. The Parks, Recreation and Libraries Open Space Division will take the lead overseeing Agreement implementation and will actualize the majority of the cost increase. The extent of the new Agreement's actual cost increase will depend on the RMA's final mitigation requirements and the amount of temporary and permanent impact to riparian and other jurisdictional habitat that actually occurs. Without additional funding current service levels in Open Space will be reduced.

ECONOMIC DEVELOPMENT / JOBS CREATED

Creek maintenance activities are carried out by City staff supplemented by temporary seasonal positions. No major change to job creation is anticipated under the replacement RMA.

ENVIRONMENTAL REVIEW

Council approval of the proposed Agreement is an action subject to CEQA. Project level CEQA compliance was accomplished with preparation of the City of Roseville Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration (Adopted December 7, 2016) (SCH: 2016092050). Because the proposed Agreement is consistent with the project evaluated in the above referenced Initial Study, no new effects would be expected to occur and all applicable mitigation measures will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Mark Morse, Environmental Coordinator

Dominick Casey, Assistant City Manager



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-103

Exhibit "A"

RESOLUTION NO. 17-103

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Streambed Alteration Agreement for Routine Maintenance Activities for the routine maintenance of streams and drainage facilities within the City of Roseville, by and between the City of Roseville and California Department of Fish and Wildlife, 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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT
FOR ROUTINE MAINTENANCE ACTIVITIES**
NOTIFICATION NO. 1600-2016-0099-R2
CREEKS WITHIN THE CITY OF ROSEVILLE

CITY OF ROSEVILLE
ROUTINE MAINTENANCE OF STREAMS AND DRAINAGE FACILITIES PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and City of Roseville (Permittee) as represented by Rob Jensen.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified the Department on 02 May 2016, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, the Department has determined that the project activities could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project activities in accordance with the Agreement.

PROJECT LOCATION

The project is located within the City of Roseville (City) boundaries, covering approximately 32 square miles as well as the Amoruso Rancho Specific Plan (ARSP) area (an approved specific plan subject to annexation), collectively known as the project area.

Routine maintenance activities would take place within creeks, improved and unimproved drainage channels, detention basins and constructed water quality swales, associated riparian vegetation, and low floodplains throughout the project area (Figure 1 Project Vicinity, Figure 2 Project Location – **See Exhibit A**).

The watercourses included within this Agreement are the following creeks and their tributaries: Dry Creek, Cirby Creek, Linda Creek, Miners Ravine, Secret Ravine, False

Ravine, Antelope Creek, Pleasant Grove Creek, South Branch Pleasant Grove Creek, Pleasant Grove Creek North Branch, Pleasant Grove Creek Blue Oaks Tributary, Pleasant Grove Creek Placer Tributary, Kaseburg Creek, Kaseburg Creek Sun City Tributary One, Kaseburg Creek Sun City Tributary Two, Kaseburg Creek East Branch, Kaseburg Creek South Branch, Coyote Creek, and Highland Ravine (Figure 3 Project Area – **See Exhibit A**). In addition multiple unnamed drainage ditches, canals, drainage swales, detention basins and overland relief within the project area would undergo routine maintenance. The Permittee would also maintain the City's flood warning system and Cirby-Linda-Dry Creek flood control facilities (including flood walls, berms, bypass channels, pumps, and berms).

For the purposes of this Agreement, the limits of Department jurisdiction were developed based on aerial photography and City floodplain mapping and generally extends from the center of channel to the outer edge of riparian zones, wetland vegetation or low floodplains (whichever is larger). Jurisdictional areas included in the project area are generally mapped with green, blue or purple shading in Figure 3 Project Area (**Exhibit A**). In specific circumstances, the boundary of Department jurisdiction may differ from mapped limits. Exact limits of Department jurisdiction will be determined on a case-by-case basis in consultation with Department during submittal of each Verification Request Form (VRF).

PROJECT DESCRIPTION

"Agreement for routine maintenance" means an Agreement that: (1) covers only multiple routine maintenance projects that the entity will complete at different time periods during the term of the Agreement; and (2) describes a procedure the entity must follow for any maintenance projects the Agreement covers.

"Routine Maintenance Work" means (project) work performed regularly by Permittee, within those Project Locations identified above, to maintain the functional and structural integrity of its facilities.

"Project" means one activity, or two or more interrelated activities that could or will affect similar fish and wildlife resources. Unless approved in writing by the Department, a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed 30 days of duration since maintenance activities start.

"Baseline Conditions" means the ecological condition of a site at the time the Agreement was finalized. Routine maintenance work conducted once every year or two that maintains current ecological conditions (i.e., annual vegetation trimming and thinning consistent with the City's flood model) is not considered a Temporary or Permanent Impact because the vegetation typically returns within one year and therefore does not alter the habitat function from Baseline Conditions.

"Temporary Impact" means all ecological effects that change Baseline Conditions and persist for one year. Projects with temporary effects generally involve vegetation removal followed by habitat restoration or non-disturbance to allow for natural re-growth. For vegetation control, the frequency of pruning, thinning, cutting, mowing, or similar

activity is less than once every three years.

“Permanent Impact” means all effects that displace existing habitat or change Baseline Conditions that persist for greater than one year. For vegetation control, the frequency of pruning, thinning, cutting, mowing, or similar activity occurs at the same location more than once every 3 years. Removal of individual hazard trees within larger riparian communities generally shall not be considered an impact requiring mitigation as the ecological function of the community will not be significantly reduced.

MAINTENANCE WORK

The Permittee may perform the maintenance work described below without obtaining a separate Agreement from the Department, provided that the Permittee: 1) limits the work to within those areas identified in the Project Location; 2) submits a Verification Request Form (VRF) and receives Department approval prior to commencing any activity; and 3) completes the work in accordance with the terms and conditions specified herein. The City’s routine maintenance work program includes the following activities:

- a. Trail Maintenance. The Permittee may maintain access roads and existing trails along creek corridors and at trail creek crossings. There are approximately 34 miles of paved trails in the City. In general, the existing paved trail network is used as maintenance access. Vegetation control equipment is expected to largely be comprised of herbicides, mowers, chainsaws and other hand tools, with the occasional use of a backhoe. The Permittee would remove debris, woody and herbaceous vegetation, trees which are in clear danger of falling in or across a trail/creek crossing, trim obstructing branches and downed trees, selective trimming for public safety and visibility and perform general maintenance on trail facilities such as benches, signage, pedestrian bridges, culverts, slope stabilization, erosion control, etc. Vegetation would be maintained to ensure a minimum clearance of five (5) feet from the edge of an improved access road, trail, and associated facilities to maintain trail safety and public access.
- b. Goat Grazing. The Permittee may contract for goat grazing services to aid in thatch management, fuel reduction and invasive species removal tasks. This would involve a herd of approximately 500 goats and temporary low voltage electric fencing to contain the herd to a defined paddock. Herds would be left in a paddock for a period of 12 to 36 hours depending on vegetation density and the desired amount of vegetation removal and would then be moved onto the next area. In this fashion, large swaths of open space preserve within the City would be “flash grazed” once every 1 or 2 years. Approximately 1,400 acres of open space preserve would be flash grazed annually. A portion of this grazed area would be within riparian areas under Department jurisdiction. Goat grazing is typically conducted on steep slopes and other areas where access is limited. Goat grazing practices will be focused on maintaining Baseline Conditions but in certain circumstances, areas grazed by the goats with a high risk of erosion

may be reseeded with native plants or stabilized with general storm water best management practices to manage soil erosion in critical areas such as outfalls. Goats will generally not be permitted within the bed, bank or channel of stream channels under Department jurisdiction; however, goats may be allowed to drink from streams on a case-by-case basis if approved by the Department during the VRF process. Goat grazing is necessary to maintain storm flow capacity, reduce thatch level/fire load, and control invasive species in areas where worker/equipment access would be difficult.

- c. Channel Alignment Maintenance. At locations where improved City property and facilities are at risk, the Permittee may maintain existing channel alignments to prevent creeks and drainages from altering course during large storm events. Activities may include the strategic addition of rock slope protection armoring along the outside edge of stream meanders and in other locations where hydraulic forces are concentrated. In non-urgent locations, the channel may be densely planted with native plants in order to stabilize banks and maintain the current creek alignment. Work may also entail removal of deposited sediment within the wetted channel to prevent the bed of the channel from elevating and causing the channel to braid. Maintaining existing channel alignments may be necessary to prevent channels from undermining and destabilizing bridges, public utilities, roadways, or bike trails. Temporary and Permanent Impacts shall not exceed an area of 100 linear feet or 0.2 acres. Individual project sites with Permanent Impacts must be separated by a distance of at least 1,500 feet.
- d. Debris or Obstruction Removal. The Permittee may remove debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, downed trees, branches, and associated debris that substantially obstruct (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures. Debris removal may occur in creeks, channels, detention basins, dams, boat ramps, docks, and trails. Debris or obstruction removal may be followed by re-vegetation efforts.
- e. Beaver dam removal. The Permittee may remove beaver dams and associated debris that substantially obstructs (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures. Beaver dam removal may occur by use of hand tools and heavier equipment if needed. For beaver dam removal purposes a "project" is defined as the removal of beaver dams within the same watercourse within 30 days. This does not include the installation of beaver deterrent structures that may substantially alter the bed, bank or channel within the project area.
- f. Removal, Replacement, or Repair of Facilities. Permittee may remove or replace culverts, inlets, manholes, above and below ground utilities, or other facilities within areas of Department jurisdiction. Removal or replacement of facilities may require the trimming or removal of vegetation, displacement of sediments and/or placement of materials within creeks, channels and basins, man hole lining, flushing, vactoring (pneumatic sewer line cleaning with a vacuum truck), Closed

Circuit Television (CCTV) inspections, horizontal directional drilling, jack & bore, electric pole removal/replacement, and open trenching.

- g. *Silt, Sand or Sediment Removal.* The Permittee may displace or remove (under dewatered or dry conditions) silt, sand, gravel, or sediment in the immediate vicinity (within 50 feet of natural channels and within 250 feet of un-vegetated altered channels) of natural or man-made structures and facilities, both lined and unlined, that could substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, bridge structures or other facilities. Silt, sand and sediment removal efforts may extend further from structures if approved by the Department during the VRF process. Such structures or facilities may include outfalls, bridges, culverts, beaver dams, basins, and the invert of creeks and channels. Removal of silt, sand, or other sediments may be followed by re-vegetation efforts.
- h. *Vegetation Control in Channels.* The Permittee may cut, mow, disc, or bulldoze grasses, shrubs, and woody growth to maintain the designed capacity of floodways. The Permittee may cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity. The Permittee may remove dead trees, dying trees, and new trees less than 4-inches diameter at breast height (dbh) to maintain channel capacity and prevent erosion. Where native trees or woody riparian vegetation split into several trunks close to ground level, the dbh shall be measured for each trunk and calculated as one tree. The Permittee anticipates vegetation control equipment to largely be comprised of chainsaws, other hand tools and herbicides, with the occasional use of a backhoe. The Permittee would cut, or mow weeds, grasses, shrubs, and woody growth to the extent necessary to conduct safety inspections. The Permittee would cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity per the City's flood model. The Permittee would remove dead or dying trees at risk of falling across a channel and impairing channel capacity. The Permittee may remove non-native vegetation to maintain channel capacity and improve native habitat. The Permittee shall not remove sensitive plant populations without Department approval. In addition, maintenance work near elderberry shrubs will be consistent with the *Biological Opinion on Service Approval of the City of Roseville Open Space Preserve Overarching Management Plan* (BO # 81420-2008-F-1958-3).
- i. *Tree and Vegetation Control for Overhead Electric Infrastructure.* The Permittee may cut, trim and potentially remove trees and vegetation as necessary to maintain the safety and regulatory clearance setbacks from overhead electric lines and related infrastructure. This work is typically conducted by tree trimming crews using bucket lift trucks, chain saws other hand tools and chippers.
- j. *Repair of Previous Erosion Control Work.* The Permittee may repair previous erosion control work, including, but not limited to, failed rock slope protection, sacked concrete, or gabion sections. Such work would not extend beyond 100 linear feet of the existing revetted area. In some areas these activities and other

routine maintenance activities may require fill near outfalls, bridges, culverts, basins, and the invert of creeks and channels. Types of fill materials could include riprap, soil, gravel material, or aggregate base and would come from commercial sources in the local area. The Permittee may also employ bioengineering methods where feasible to repair or enhance previously installed erosion control work. Materials would be placed with equipment such as an excavator, backhoe, dump truck, bobcat, skip loader, front loader or other small construction equipment. Exact methods, locations and volumes of erosion repair activities would be submitted to Department for final approval through the VRFs.

- k. Temporary Water Diversions. To minimize sedimentary effects to the channels and waterways, temporary water diversions may be utilized as necessary to prevent surface water from entering maintenance work areas. Dewatering is anticipated to be necessary for work within the wetted channel of perennial stream channels during the summer low flow period. Diversion and dewatering plans specific to the individual routine maintenance activity would be submitted to Department for final approval through the VRFs.
- l. Minor Erosion Control Work. The Permittee may slope, place earthen fill, install rocks and gabions, apply gunite, or take other necessary measures to control erosion on previously unrevetted areas. Temporary and Permanent Impacts would not exceed 100 linear feet in length or 0.2 acres (whichever area is smaller). The Permittee may use bioengineering methods where feasible to reduce creek bank erosion. Bioengineering slope stabilization areas may be larger than 100 linear feet in length or 0.2 acres if approved by the Department. Containment measures would be used to prevent deleterious material from entering state waters and avoid adverse impacts to fish and wildlife resources. For purposes of placement of rock slope protection or shot-crete application as bank erosion control, individual project sites must be separated by a distance of at least 1,500 feet.
- m. Bridge Washing, Graffiti Removal and Painting. Permittee may clean, wash, and paint structures such as bridges within the Department's jurisdiction. Bridge washing will involve power washing the bridge to remove non-original materials such as dirt, spider webs and stains. Graffiti removal may involve power washing, applying chemical solvents, or rolling on paint over the graffiti. Bridge painting will involve power washing followed by applying paint with either a roller or pneumatic spray gun. Containment measures including drop cloths and spill containment measures will be used to prevent deleterious material from entering State waters and avoid adverse impacts to fish and wildlife resources.
- n. Geotechnical Sampling and Subsurface Cultural Resource Sensitivity Testing. Permittee may obtain core samples and conduct other minor geotechnical and/or cultural resources investigations in support of these maintenance activities, provided such work does not adversely affect fish and wildlife resources. Geotechnical investigations would involve a truck or track mounted drill rig and a crew of two or three drill operators and one geologist. The drill rig would be used

to obtain 3 or 4 inch diameter core samples in order to determine the nature of underlying sediments and bedrock to a depth determined by the onsite geologist during drilling (typically 20-80 feet). After drilling is complete, the hole will be filled with either bentonite clay (weathered volcanic ash) or mortar (low aggregate concrete) to prevent groundwater contamination. Positioning of the drill rig may require vegetation trimming to access the site. Impacts associated with site access and vegetation trimming will be quantified and included in the VRF submitted for the work. Drill rigs would be positioned over secondary containment to prevent fuel or hydraulic leaks from contaminating soils. Secondary containment will consist of visqueen or similar plastic sheeting. The edges of secondary containment will be elevated to prevent leaks from running off the plastic sheeting. Geotechnical sampling and subsurface cultural resource sensitivity testing is only included as an activity if it is directly related to routine maintenance activities covered under this Agreement.

- o. *Flood Alert System.* The City's Flood Alert System is comprised of remote sensor and transmitter locations along various streams within the City that are prone to flooding. The Permittee may access and maintain the remote sensor and transmitter installations currently in operation. The Permittee may install new stream gauge equipment for monitoring stream levels and precipitation within the stream zone.

Potential Mitigation Alternatives for Permanent Impacts

The following tasks may be implemented as compensatory mitigation for Permanent Impacts associated with routine maintenance tasks. Implementation of mitigation is not subject to the VRF process but would occur consistent with the Habitat Management and Monitoring Program (HMMP) as outlined in Measure 3.2 and requires implementation of the protective measures in this Agreement.

- a. *Adopt-a-Creek Program.* The Permittee may partner with nonprofits, businesses and residents to perform creek/drainage trash and invasive species removals and restoration activities through the City's Adopt-a-Creek program. Creek restoration activities may consist of trash abatement, invasive plant removal, and plantings of local native species to improve fish and wildlife habitat, protect water quality and stabilize bank erosion. Program activities may include group "volunteer cleanup/work days" or small scale individual restoration or enhancement projects (for example, "Eagle Scout" projects). Through the Adopt-a-Creek program, the Permittee will establish long-term creek adoption commitments from non-profits such as Dry Creek Conservancy, Trout Unlimited, Granite Bay Flycasters, businesses, and citizen's groups.
- b. *Creek Restoration and Erosion Repair Projects.* The Permittee may restore locations with existing bank erosion or scour problems to improve riparian habitat value and water quality. Potential restoration project locations within Linda Creek, Cirby Creek, Dry Creek, Secret Ravine, and Strap Ravine are identified in **Exhibit A**. The Permittee may add new locations (with Department concurrence)

to the list of potential creek restoration and erosion repair projects. Restoration activities may involve the following steps: removal of non-native vegetation; re-grading eroded, scoured, or undercut portions of the creek to more stable and natural topography; and bio-stabilization of the restoration area to prevent future erosion. Bio-stabilization would involve installing biodegradable geotextile fabric (e.g. coconut coir erosion control blankets, fibers rolls) and native riparian vegetation to stabilize the restoration area and provide long term riparian habitat. Areas at or below the Ordinary High Water Mark (OHWM) may be stabilized with a combination of biodegradable geotextile fabric and fast growing native species. Banks and floodplains would be planted with riparian trees and shrubs typical to the region. Herbaceous understory species may be added to the restoration site above the OHWM either by installing plugs or broadcasting a seed mix. Restoration Plans will be submitted to the Department for review and approval.

- c. Invasive Species Removal. The Permittee may remove non-native invasive vegetation to enhance existing habitats under Department jurisdiction. Invasive vegetation removal must include a maintenance and monitoring period to ensure that the site is not eroded or re-colonized by invasive species. If appropriate, sites will be revegetated by applying a native seed mix, installing container plants, or both.
- d. Conversion of Concrete-Lined Channels. Removal of concrete lining from channels would entail removing concrete lining, restoring the channel to natural, self-sustaining topography, and revegetating the banks with site appropriate native riparian vegetation. The Permittee may undertake projects to convert existing concrete-lined channels to a more natural state to improve water quality, improve aesthetic values, or provide compensatory mitigation for Permanent Impacts associated with routine maintenance activities.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: dwarf downingia (*Downingia pusilla*), Boggs Lake hedge-hyssop (*Gratiola heterosepala*) Sanford's arrowhead (*Sagittaria sanfordii*), Legenere (*Legenere limosa*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardii*), Conservancy fairy shrimp (*Branchinecta conservatio*), valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western spadefoot (*Spea hammondi*), western pond turtle (*Emys marmorata*), steelhead - Central Valley DPS (*Oncorhynchus mykiss irideus*), Swainson's hawk (*Buteo swainsoni*), tricolored blackbird (*Agelaius tricolor*), white-tailed kite (*Elanus leucurus*), burrowing owl (*Athene cunicularia*), grasshopper sparrow (*Ammodramus savannarum*), purple martin (*Progne subis*), other migratory birds, bats, and other aquatic and terrestrial plant and wildlife species.

Identification and analysis of species impacts can be found in the City of Roseville California Environmental Quality Act *Routine Maintenance of Stream Channels and Drainage Facilities Project Initial Study/Mitigated Negative Declaration* (SCH#2016092050).

The adverse effects the project could have on the fish or wildlife resources identified above include: soil compaction or other disturbance to soil layer, temporary release of contaminants (i.e. incidental from maintenance), removal of riparian habitat, disruption to nesting birds, reptiles and other wildlife.

Approximately 3.3 acres of Permanent Impacts to vegetation are anticipated over the 12-year life of the RMA in the form of rip-rap, earthen fill, and repair of existing facilities. It is anticipated that 1.1 acres of Permanent Impacts will occur in riparian areas and 2.2 acres of Permanent Impacts will occur in stream channel or detention basin habitats that may have emergent vegetation. Approximately 14 acres of Temporary Impacts are anticipated over the 12-year life of the RMA. Approximately 8 acres of Temporary Impact will be in stream channels and detention basins in the form of sediment removal and may impact emergent vegetation. The remaining 6 acres will be in riparian areas in the form of temporary staging areas, access roads, and work areas. **Table 1** lists the summary of cumulative impacts to vegetation over the 12-year life of the project.

Table 1 – Summary of Cumulative Impacts to Vegetation

Type of Impact	Permanent Impact Total Area (acres)	Temporary Impact Total Area (acres)
Riparian	1.1	6.0
In-stream/wetland	2.2	8.0
Total	3.3	14

Maintenance activities may result in disturbance of approximately 0.67 acres and remove 4,117 cubic yards (CY) of debris and sediment annually and may result in approximately 0.27 acre and 1,434 cubic yards of fill annually.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to the Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement, the approved verification request form (VRF), and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict

with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall work with Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required State and federal threatened and endangered species permits.
- 1.6 Nesting Birds. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.
- 1.7 Verification Request Form (VRF): The VRF is provided by the Department to the Permittee as an Exhibit to this Agreement (**Exhibit B**). The Permittee shall complete the VRF for all project submissions.
 - 1.7.1 Submission of the VRF: The Permittee shall complete the VRF and submit (preferably by email) to R2LSA@wildlife.ca.gov and the current staff contact's email.
 - 1.7.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated surveys, drawings and/or maps, etc.
 - 1.7.3 Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information.
 - 1.7.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to the Department (see "Fees" below).
 - 1.7.5 Species: In any areas where species protected under the California Endangered Species Act (FGC 2080 et seq.), plants designated as rare under FGC 1908, or California Fully Protected Species (FGC 3511, 4700, 5050 and 5515) may be present, work may only occur after the area has been surveyed by a qualified biologist and it has been determined that the work can occur without the possibility of Take.
 - a. Any VRFs submitted to the Department for work in those areas must include a copy of the biological survey and/or methodology used to determine the absence of listed species.
- 1.8 Timing of Maintenance Work: Ten (10) days prior to commencing routine maintenance work, the Permittee shall complete and submit to the Department a VRF as described in Section 1.7 of the Agreement.

1.8.1 Project Delays: In the event that the Permittee delays the project start date specified in the VRF by more than ten (10) days, the Permittee shall submit a revised VRF before beginning the project.

1.8.2 Urgent Review Requested: In cases where the Permittee must expedite work based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors, the Permittee shall submit to the Department a VRF for the work a minimum of two (2) working days prior to beginning said work. The VRF shall be submitted as described in Section 1.6 of this Agreement and shall include a description of the reason why urgent review is needed.

1.9 Department Processing of the VRF

1.8.3 Receipt of VRF: Upon receipt of a VRF, the Department may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified in the VRF; however, such acknowledgement shall not be deemed an approval by the Department that the Permittee may begin the work described in the VRF.

1.8.4 Consistency with the Agreement: Within ten (10) days of receipt, the Department shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement, and provide response to the Permittee.

1.8.5 Concurrence of Work: If the Department determines that the work described in the VRF is consistent with and covered by this Agreement the Permittee may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement. This may include a site visit by the Department for field confirmation.

a) Prior to the proposed start date in the VRF, complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence" box and return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating that the Permittee may proceed with the work described in the VRF; or,

b) Allow the agreed upon comment period to lapse by not responding to the VRF within the appropriate timeframe.

1.8.6 Non-Concurrence of Work: If the Department determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, the Department shall send by email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution, in which case the Department must send the notice prior to the proposed start date in the VRF. If the Department submits a notice of non-concurrence, the Department shall specify the basis for its inconsistency determination and describe the actions the Permittee will need to take before it may begin the work.

- 1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with FGC Section 1610, and comply with the Notification requirement in FGC Section 1610 by completing the Notification of Emergency Work form found on the Department's website at <https://www.wildlife.ca.gov/Conservation/LSA/Forms> and submitting it to the Department as instructed.
- 1.10 Maintenance work not covered by this Agreement: Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to FGC Section 1602, the Permittee shall notify the Department in accordance with that section before beginning the work. See the Department website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions and forms for providing notification of Lake or Streambed Alteration to the Department.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. The time period for completing earthmoving work within stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of May 1 to October 15. Maintenance activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Maintenance activities that involve earthmoving within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Dry Weather Only. The work period within Department jurisdictional area shall be restricted to periods of dry weather (with less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area.
- 2.3 Work Period Extensions. The work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to the Department. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide

specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting the Department in its evaluation. Time extensions are issued at the discretion of the Department. The Department will have ten calendar days to approve the proposed work period extension. The Department reserves the right to require additional measures designed to protect natural resources.

Biological Resources

- 2.4 Designated Biologist. At least thirty (30) days before training or pre-maintenance activity surveys are conducted, Permittee shall submit to the Department in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain the Department's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present in the project area.
- 2.5 Designated Biologist On-site with Stop work Authorization. In any areas where suitable habitat for special-status species may be present, the Permittee shall have a Designated Biologist on site during initial soil disturbing activities and shall be on call daily to ensure that Agreement conditions are being met and implemented to minimize impacts to fish and wildlife species and habitat. The Designated Biologist shall be responsible for conducting pre-maintenance surveys within the project area and monitoring the initiation of all ground- or vegetation-disturbing activities subject to this Agreement. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. If any special-status species are found, maintenance activities shall cease and the Permittee shall notify the Department immediately if there is a threat of harm to any sensitive species, or other aquatic wildlife.
- 2.6 Annual Environmental Awareness Education. The Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site and on an annual basis. The program shall consist of a presentation from the Designated Biologist or another Department-approved biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present in the project area. The biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be

provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work under this Agreement.

2.6.1 *Invasive Species Education Program.* Permittee shall conduct an Invasive Species Education Program for all persons working within the project site prior to the commencement of any project activities. The program shall consist of a presentation from a qualified biologist that includes a discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the project area. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The program shall also include a discussion of best management practices (BMPs) to be implemented in the project area to avoid the introduction and spread of invasive species into and out of individual project sites. The program shall be repeated annually until the end of the Agreement term. Copies of program materials shall be maintained at the project site for workers to reference as needed.

2.6.2 *Sign-in Sheets.* Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and submitted with the annual reports required by Measure 4.4 of this Agreement.

2.6.3 *Fact Sheets.* The Permittee shall prepare and distribute cards or fact sheets that contain the species or sensitive resource information for workers to carry while onsite.

2.7 Pre-Maintenance Inspection. The Permittee shall visually check for wildlife under parked vehicles and equipment within the maintenance area prior to moving that equipment. If sensitive species are observed, the Designated Biologist shall be contacted. If it is determined that the work site is occupied by a sensitive species, the Permittee shall not commence activities until no signs are present that the site is being used by the species or that the species is no longer present.

2.7.1 *Special-Status Species Encountered During Work.* If the Permittee encounters a special-status species within or adjacent to the project area, work shall be suspended, the Department notified, and if needed, additional conservation measures shall be developed in consultation with the Department prior to re-initiating the activity.

2.8 Leave Wildlife Unharmd. The Permittee shall allow any fish or wildlife it encounters during the course of maintenance work authorized by this Agreement to leave the work area unharmed.

2.9 Nesting Birds. To avoid impacts to nesting birds, focused surveys for bird nests shall be conducted by the Designated Biologist or Department-approved biological monitor for maintenance activities that must take place between February 1st and August 31st. The survey shall be conducted no more than five (5) days prior to the start of maintenance activities. This will include surveys of the ground, herbaceous, shrub, or canopy vegetation and structures (i.e., bridges, old buildings, etc.). The survey shall be conducted within a minimum 500-foot radius of project activities (to the degree feasible). The results of the nest survey shall be submitted to the Department before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, map of survey routes, and the type of species nesting. Take of individual raptors, their nests, and eggs is currently prohibited under FGC Sections 86, 3503, 3503.5, and 3513.

2.9.1 *Bird Management and Monitoring Plan*. Before the start of maintenance activities, if nests are found during the survey, the Permittee shall prepare and submit to the Department a Bird Management and Monitoring Plan (Plan) which includes survey results and establishes the necessary buffers to avoid take of a nest pursuant to FGC sections 3503 and 3503.5. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all maintenance activities. For active nests, a buffer or installation of appropriate barriers shall be established between the maintenance activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout maintenance or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to complete work. Nests shall be monitored to ensure the efficiency of the buffers.

2.9.2 *Removal of Trees/Shrubs During Fall/Winter Months*. To avoid potential impacts to tree nesting birds, trees and shrubs designated for trimming or removal may be cut down during the time period of September 1 to January 31st, provided the Permittee has determined that no raptor or special-status birds have established nests on the vegetation proposed for removal or use the site as a rookery.

2.9.3 *Additional Surveys*. If a lapse in project-related work of fifteen (15) calendar days or longer occurs, consultation with the Department shall be required and another focused survey may be required before project work can be reinitiated.

2.10 Burrowing Owl. If suitable habitat for burrowing owl is present on and/or adjacent to project activities, the Designated Biologist will complete surveys according to the

Staff Report on Burrowing Owl Mitigation (CDFG 2012) or updated version. Surveys will be conducted on the project site and within 150 meters of areas that will be directly or indirectly impacted by the project, where feasible. Surveys shall not be conducted during inclement weather, when burrowing owls are typically less active and visible. If burrowing owls or evidence of burrowing owls (e.g., whitewash or pellets) are not observed during surveys, no additional mitigation is necessary. If the birds are present, then the area should be avoided.

2.10.1 *Biological Monitor*. If the Permittee does not conduct the surveys as outlined above, then the Designated Biologist shall conduct pre-maintenance surveys no more than three (3) days prior to the start of the work or any site preparation activities. If sign of owls is not evident, then the Designated Biologist must also be present onsite during work activities to ensure any potential burrows or perch sites where burrowing owl may be present are avoided. If it is evident that the burrows are actively being used, the Permittee shall not commence activities, but shall consult with the Department. After consultation, the Department may determine when activities can commence or if another action must be taken to minimize impacts to the species.

2.10.2 *Exclusion Plan*. If burrowing owl is present and cannot be avoided, the Permittee shall develop a Burrowing Owl Exclusion Plan (Plan) approved by the Department. The Plan shall include mitigation for the temporary and permanent loss of habitat as outlined in the Department's current Burrowing Owl staff report to include permanent protection of mitigation land, a management plan, and endowment.

2.11 Swallow Inspection. Maintenance activities on bridges shall either occur outside of the swallow nesting period (February 1st through August 31st) or frequent inspection of the bridge for nesting activity shall begin by February 1st as outlined in the *Bird Management and Monitoring Plan*. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be removed if they are less than one-third (1/3) built. If the nest is greater than one-third (1/3) built, the Designated Biologist must inspect the nest to ensure no eggs or young are present. This activity shall not result in harm or death to swallows.

2.12 Western Spadefoot Toad. Within suitable habitat and where proposed maintenance activities may impact the toad, pre-commencement surveys shall be conducted to determine the presence of the western spadefoot toad. If the species is found in the area prior to project activities, they shall be relocated to a suitable habitat area outside of the project site by the Designated Biologist with all required permits. The results of the survey shall be sent to the Department within one week of survey completion. The Designated Biologist shall provide Permittee a list of exclusion measures that the Permittee shall use to minimize risk of take or injury to

any individual animals in the vicinity of the project site. The Permittee shall ensure that these exclusion measures are in place prior to project activities.

- 2.13 Rare Plant Surveys. If suitable habitat is present, survey(s) for Sanford's arrowhead or other special-status plant species with the potential to be impacted by project activities shall be conducted in accordance with the Department's "*Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities* (revised May 8, 2000)." If any special-status plant species are present and will be affected by the project, adequate avoidance measures shall be incorporated into the project. If special-status plant species cannot be avoided, suitable species-specific mitigation must be developed in consultation with Department, which may include a combination of on-site and off-site plant preservation and compensation measures.

2.13.1 *Buffer Zones*. Department recommends that a no-disturbance buffer zone should be maintained and marked to protect any special status plant populations. The no-disturbance buffer zone should be at least 25 feet wide. For any populations that cannot be avoided and a 25-foot buffer zone maintained, a mitigation plan should be submitted to and approved by Department prior to any ground disturbing activity or heavy equipment use.

- 2.14 Avoidance of Vernal Pools. Project activities will not be conducted within 250 feet of vernal pools unless it is determined that project activities are consistent with the Biological Opinion on Service Approval of the City of Roseville Open Space Preserve Overarching Management Plan (BO #81420-2008-F-1958-3).

- 2.15 Tricolored Blackbird or California Black Rail Habitat. Areas of emergent wetland vegetation (i.e., bulrush, cattails, etc.) and thickets of thorny vegetation (i.e., blackberry, thistle, etc.) will not be removed unless it is determined by the Designated Biologist that the area is not suitable habitat for tricolored blackbird or California black rail. If it is suitable habitat, project activities may only commence if the Department determines that project activities will not adversely affect these species.

- 2.16 Bats. The Designated Biologist will check for evidence of bats if project activities will be located in an area that has the potential to impact bat species. If bats are found, then the Department will be notified and consulted to determine if work may be conducted in that area.

2.16.1 *Bat Protection - Bridges*. Prior to work commencing at any bridge with the potential to support bat species, the bridge shall be surveyed for bats by the Designated Biologist. If bats are found, work on the bridge and other project activities in the vicinity shall cease. Bats shall not be disturbed without specific notice to and consultation with the Department. Department reserves the right provide additional provisions to this Agreement designed to protect nesting and/or roosting bats. This

would not apply to minor bridge washing, graffiti removal, or other work that would not impact bats.

- 2.16.2 *Bat Protection - Culverts.* Prior to project activities related to modifying culverts the site shall be surveyed for bats by the Designated Biologist. If bats are found, there shall be no further disturbance to the culvert until the Department has been consulted. The Department reserves the right to provide additional provisions to this Agreement designed to protect nesting and/or roosting bats.

Water Diversion

- 2.17 Water Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit with the VRF for approval a detailed water diversion and/or dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without the explicit approval from the Department.
- 2.18 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to FGC §5937.
- 2.19 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation.
- 2.20 Non-Erodible Materials. Permittee shall use only clean non erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream following completion of instream work each year.
- 2.21 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.22 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

- 2.23 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

VEGETATION

- 2.24 Vegetation Removal. Removal of vegetation shall not exceed the minimum necessary to complete maintenance activities. All impact acreages shall be specified in each VRF and shall be subject to Department approval. If, over the life of the Agreement, the impacts exceed the acreages stated in **Table 1**, the Department may require additional mitigation. Removal of native vegetation shall not exceed an area of 0.05 acre per VRF project (i.e. 50-feet by 50-feet). For projects located at outfalls, culverts, bridges or similar structures, vegetation removal shall not exceed a total of 0.1 acre (0.05 acre upstream and 0.05 acre downstream of the structure). If larger areas of vegetation removal are needed, the Department will provide approval on a case-by-case basis and may require additional mitigation. When mitigation is required, it shall be implemented as described in Measure 3.1, 3.2, 3.3 or 3.4 of the Agreement.

- 2.24.1 Unless previously approved by the Department no native vegetation shall be removed if the vegetation meets the following criteria:

- a) A trunk diameter at breast height (DBH) in excess of four (4) inches.
- b) Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree and shall not exceed six (6) inches.
- c) Riparian shrubs that grow vegetatively from underground shoots or in patches, contain 1 stem per square foot, and are greater than 50 square feet (i.e., willows).

- 2.25 Vegetation Control in Channels or on Banks. The Permittee may remove dead trees and dying trees to maintain channel capacity and prevent erosion. The Permittee may cut, mow or remove emergent native aquatic vegetation to the minimum degree necessary to maintain channel capacity. All vegetation control methods will be specified in the specific VRF and will be subject to Department approval on a case-by-case basis. All cleared native vegetation shall be removed out of the riparian and stream channel or chipped and evenly distributed on site. Measure 2.26 must be followed for invasive species control.

- 2.25.1 The Permittee may prune tree branches up to 6-feet (72-inches) above the ground. Tree pruning may be higher than 6-feet when required for utility easements or public safety. Tree pruning higher than 6-feet will be approved by CDFW on a case-by-case basis during the VRF process. When feasible, branches and limbs extending over the low flow channel shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat.

- 2.25.2 For native trees or woody riparian vegetation split into several trunks close to ground level, the Permittee may thin this vegetation leaving a minimum of 50% of the total mass of each individual plant.
- 2.25.3 Where riparian shrubs grow vegetatively from underground shoots or in patches (i.e. elderberry or willow), a shrub is defined as a cluster of stems growing less than 6-feet or approximately 2-meters apart from each other. Clusters that contain 1 stem per square foot and are area greater than 50-square feet shall be trimmed no closer than 3-inches above ground level.

2.26 Invasive Plant Management Plan. Permittee shall develop an Invasive Plant Management Plan focused on controlling or eradicating existing invasive plants within the project area and preventing the introduction of new nonnative and invasive plants into the project area. The Plan shall include a list of plant species targeted for control or eradication, a description of the methods that will be used for control or eradication, a list of BMPs to prevent the introduction and spread of invasive plant species into and out of the project area, and a rapid response plan in the event that a new plant species invades the project area. The Plan shall be implemented for the duration of the project. The removal and control of invasive plants may be used as mitigation for impacts associated with the Agreement per Measure 3.1, 3.2, and 3.3. In some cases, removal of non-native vegetation that provides valuable habitat may require mitigation (i.e., a nesting tree, suitable habitat for special-status species).

- 2.26.1 *Herbicide Use*. All herbicides, surfactants, and other pesticides utilized within or adjacent to the Department jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- 2.26.2 *Red Sesbania*. Removal of red sesbania (*Sesbania punicea*) should be done by mechanical removal from the root. Preferably removal should occur before seed pods are present. If not, seed pods must be cleaned from the site. Move all material away from the water and bundle. Dispose all material at an approved facility. Methods may be adapted at the discretion of the Department.

Avoid/Minimize Effects of Equipment

2.27 Invasive Species. The Permittee shall conduct project activities in a manner that minimizes the risk of the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, mussels, and bacteria), from one water body to another. All equipment (i.e. tools, vehicles, boots, etc.) shall be cleaned prior to entering the work site and/or between each use in different water bodies. Permittee shall notify the Department immediately if an invasive species not previously known to occur within the work site is discovered during work activities or annual inspections by

contacting the Department's Invasive Species Program by email at Invasives@wildlife.ca.gov.

- 2.28 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering the work area to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.29 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a suitable location (i.e. City Corporation Yard) where runoff can be contained and not allowed to pass into Department jurisdictional areas and other sensitive habitat areas.
- 2.30 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.
- 2.31 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.
- 2.32 Building Material Storage. Project building material and/or construction equipment shall not be placed where materials could pass into the waters of the state or where they may cover aquatic or riparian vegetation.
- 2.33 Spoil sites. Spoil sites shall not be located within a stream, where spoils may be washed back into a stream, or where it may cover aquatic or riparian vegetation.
- 2.34 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

- 2.35 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans or other secondary containment. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.36 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.
- 2.37 Cease Operations. If, in the opinion of the Department, conditions arise, or change in such a manner that the project may result in substantial adverse effects on fish or wildlife resources despite the protective measures in this Agreement, maintenance activities shall cease upon written or verbal request of the Department. Maintenance activities under this Agreement may not recommence until corrective measures identified by the Department are completed. The Department will notify the Permittee in writing within 10 business days following the cease operation order of the corrective actions that must be completed before maintenance activities under this Agreement can recommence.

Erosion Control/Stabilization

- 2.38 Best Management Practices. The Permittee shall actively implement BMPs to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. If used, all fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials or sterile to avoid propagation of nonnative plants. 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, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in some straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**
- 2.39 Erosion Control Monitoring. Permittee or Designated Representative shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.40 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures shall be pre-approved by the Department.
- 2.41 Mud, Silt and Other Pollutants. Permittee shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other

activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows.

- 2.42 Silt Laden Runoff. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used where ever silt laden water has the potential to leave the work site and enter the creek.
- 2.43 Maintain Sediment Barriers. Permittee shall maintain the sediment barrier(s) in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and the Department notified, immediately. Materials used in the sediment barriers shall not pose an entanglement risk to fish/wildlife.
- 2.44 Removal of Silt from Barriers. Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of maintenance activities and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.
- 2.44.1 Removal of Barriers. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).
- 2.45 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.
- 2.46 Seeding Requirement. Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a mix of native regionally appropriate grasses and forbs and, if necessary, a sterile grass cover crop unless otherwise agreed upon with the Department. Seed mix shall be pre-approved by the Department.
- 2.47 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.
- 2.48 Stabilize Exposed Areas. Permittee shall stabilize all exposed/disturbed areas within the project site to the greatest extent possible. Techniques used for

stabilization shall be pre-approved by the Department or by seeding as described in **Condition 2.46 to 2.47**. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in some straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.

- 2.49 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.
- 2.50 Return Low-Flow Channel to Pre-project Conditions. If a stream channel has been altered during the operations, Permittee shall return its low-flow channel, as nearly as possible, to pre project conditions without creating a possible future bank erosion problem or a flat wide channel or sluice like area. Permittee shall return the gradient of the streambed margin to pre project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved by the Department prior to project commencement.

Debris Materials and Waste

- 2.51 Hazardous Materials. Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas where any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements.
- 2.52 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.52.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.52.2 The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

- 2.52.3 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.52.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.52.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.52.6 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Compensatory Mitigation. Permittee shall mitigate for temporary and Permanent Impacts as described below following the methodologies described in the HMMP listed in Measure 3.2 of this Agreement.
 - 3.1.1 Temporary impacts to habitat under Department jurisdiction will be mitigated at a 0.5:1 ratio for habitat creation/restoration or 1:1 for habitat enhancements. This is in addition to onsite regeneration or restoration.
 - 3.1.2 Permanent impacts to previously disturbed and/or armored watercourses under Department jurisdiction will be mitigated at a 1:1 ratio for habitat creation and 2:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank. Previously disturbed and/or armored watercourses include those with no woody vegetation and may either be man-made or manipulated (i.e., gunnited, rip-rap, etc.).

3.1.3 Permanent impacts to vegetated channels or undisturbed watercourses (i.e., intermittent or ephemeral drainages) will be mitigated at a 2:1 ratio for habitat creation and 3:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank.

3.1.4 Permanent impacts to riparian forest (i.e., stream with trees and/or shrubs, typically has multiple canopy layers) will be mitigated at a 6:1 ratio for habitat creation and 10:1 for habitat enhancements or purchase of mitigation credits in a Department-approved mitigation bank.

3.2 Habitat Mitigation and Monitoring Plan (HMMP). **No later than 180 days after the execution of this Agreement**, the Permittee shall submit to the Department for review and approval an HMMP that identifies potential mitigation options to be implemented if determined that mitigation will be required per **Measure 3.1** of this Agreement. At a minimum, the HMMP shall include habitat creation and/or habitat enhancements activities; and/or mitigation bank credits purchase information. The proposed mitigation should be sufficient to fully offset the permanent and Temporary Impacts specified in **Table 1**. If impacts exceed those listed in Table 1, additional mitigation should be provided. Habitat enhancement may include removal of invasive species and replacement with native riparian plantings. Habitat creation or restoration must include the expansion of riparian, wetland, or stream channel habitat.

The HMMP shall also include the following information if applicable to the mitigation option selected by the Permittee:

- a. A description of the existing physical conditions of the proposed creation and/or restoration site, including water resources and habitat types, and a map that identifies the location of the site;
- b. Information pertaining to the ownership and current use of the proposed site including any easements or other restrictions;
- c. A plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species;
- d. A local regional California native plant palette;
- e. A planting plan which includes use of a local California native plant palette and describes monitoring and maintenance measures;
- f. A timeline for implementation;
- g. A description of how and how long the replanted vegetation will be watered;
- h. A monitoring and management plan, that includes procedures to ensure that non-native plants are not introduced or allowed to sustain within the site. Monitoring and management of the restoration site shall be conducted for a

minimum of three years, or until the Department determines the success criteria have been met;

- i. Overall success criteria; and
- j. Contingency measures for replanting and plan re-design, in case the success criteria are not met.

3.3 Invasive Species Removal Plan. The Permittee shall develop an invasive species removal plan that will include 1) a description of the existing physical conditions of the site 2) methods of removal, and 3) monitoring and management plan that includes procedures to ensure successful removal of targeted invasive species. The Invasive Species Removal Plan may be a component of the HMMP or it may be developed for a specific project site under a VRF.

3.4 Onsite Re-vegetation and Restoration. In areas where Temporary Impacts resulting from project activities occur, Permittee shall submit a site Restoration Plan, prepared by a qualified engineer, geologist, or stream restoration specialist, to the Department for review and written approval. The Restoration Plan shall ensure recovery or enhancement of stream form, and fish and wildlife resource values. The re-vegetation plan shall include a plant palette of species to be used in re-vegetation, Re-vegetation success criteria, performance standards, monitoring and reporting programs, and corrective actions to be taken when mitigation measures do not meet the proposed targets. At least thirty (30) days prior to the commencement of the restoration activities, the Permittee shall submit the Restoration Plan to the Department for review and written approval. The Restoration Plan shall include performance standards, monitoring and reporting programs, and corrective actions to be taken when mitigation measures do not meet the proposed targets.

- a. *Native Plant Materials Required.* Revegetation shall include only local plant materials native to the project area, unless otherwise approved by the Department in writing.
- b. *Native Genotype.* Disturbed areas shall be revegetated with regionally appropriate native species. Species list composition should match habitat surrounding the restoration area and should be approved by CDFW prior to restoration. The preference is for disturbed areas to be revegetated only with propagules (seeds, cuttings, divisions) of locally-collected native plants. Disturbed areas shall be protected with correctly installed erosion control materials (jute, native straw, coconut fiber erosion control fabric, coir logs, or seed-free straw).
- c. *Prohibited Plant Species.* Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

- d. *Revegetation Success Criteria*. Permittee shall monitor and maintain, as necessary, all plants for three (3) years or until success criteria are met (whichever is longer) to ensure successful revegetation. Success criteria and performance standards will be included in the HMMP.
- e. *Revegetation Remediation*. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for three (3) years after planting.

4. Reporting Measures

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2016-0099-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide timely status reports as required by this Agreement, the Department may suspend or revoke the Agreement.

- 4.1 Pre-work Notification. The Permittee shall notify the Department within two (2) working days of beginning work as approved by each VRF.
- 4.2 Annual Report. For each year this Agreement is valid, the Permittee shall submit to the Department by March 1st of the following year, an annual report detailing the status of the work authorized by this Agreement. The annual report shall include:
 - a) An accounting of the total number of routine maintenance projects undertaken by the Permittee during the prior calendar year (which should equal the total number of VRF's submitted to the Department).
 - b) A summary of the work completed during the previous calendar year, including the status of any required restoration (survival, percent cover, and height of both tree and shrub species, number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included), compensatory mitigation and/or monitoring.
 - c) Prior to starting and upon completion of project activities as approved by each VRF, the project area shall be digitally photographed. Photographs shall be submitted to the Department as an attachment to each annual report with proper labels detailing the location, project, and whether pre- or post- maintenance activity.

The Department shall review the annual report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. Annual reports will include the total area temporarily and

permanently impacted during routine maintenance for the purpose of calculating mitigation requirements and will also specify which of the mitigation alternatives has been selected to mitigate for those impacts.

- 4.3 Restoration Annual Monitoring. Permittee shall submit an annual monitoring report to the Department by January 1st of each year for three (3) years after completion of the restoration project. The report shall discuss the mitigation performance as it relates to the success criteria established for the restoration project. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced (if applicable), an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information including: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site. All revegetation efforts that fail within the three-year monitoring period shall be replaced by October 1st of the year it was determined to have failed.
- 4.4 Status Report. The Permittee shall provide a status report to the Department every four (4) years from the effective date of this Agreement, as required in FGC section 1605(g)(2). **The status report shall be delivered to the Department no later than ninety (90) days prior to the end of each four-year period** and shall include all of the following information:
- a. The status of the activities covered by this Agreement, including whether the activities remain the same or have been altered by an amendment.
 - b. A status report with all the mitigation and restoration activities performed pursuant to conditions 3.1 and 3.3 of this Agreement.
 - c. An evaluation of the success or failure of the measures in the Agreement to protect fish and wildlife resources that the activity may substantially adversely affect.
 - d. A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
 - e. A copy of the original Agreement.

The Department shall review the four-year status report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If the Department determines that the measures in the Agreement no longer protect the fish and wildlife resources, the Department, in consultation with the Permittee, and within 60 days of receipt of the report, shall impose one or more new measures to protect fish and wildlife resources affected by the activity. If requested to do so by the Permittee, the Department shall make available the

information upon which it determined the Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty (30) days of receiving the new measures, it shall notify the Department, in writing, of the disagreement. The Permittee and the Department shall consult regarding the disagreement. The consultation shall be completed within thirty (30) days after the Department receives the Permittee's notice of disagreement. If the Department and Permittee fail to reach agreement, the Permittee may request, in writing, the appointment of a panel of arbitrators to resolve the disagreement. Per the provisions of FGC section 1603 (b), the panel of arbitrators shall be established and appointed within fourteen days of the completed consultation. The panel of arbitrators shall issue a decision within fourteen days of the date it was established.

5. FEES

The per-project fee associated with each VRF submitted to the Department under this Agreement is identified in the Department's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. See the Department's website for a current fee schedule: <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year and will be due to the Department as follows:

- 5.1 For each year this Agreement is valid, the Permittee shall provide to the Department by March 1st of the following year, a lump sum payment equal to the sum of all individual per project fees for each VRF submitted to the Department during the prior year (January 1 – December 31).
- 5.2 If the Permittee is unable to provide a lump sum payment as described in Section 4.1 of this Agreement, the Permittee may provide ongoing payment to the Department upon completing the work as described in each VRF.

CONTACT INFORMATION

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

The Permittee shall send all VRF submittals to the person(s) specified by the Department, electronic submission is preferred. The Department and the Permittee shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list. All correspondence shall include the Notification tracking number.

To Permittee:

Rob Jensen, City Manager
City of Roseville
311 Vernon Street
Roseville CA 95678
Phone: 916-774-5362
Email: rjensen@roseville.ca.us

Contact

Mark Morse, Environmental Coordinator
311 Vernon Street
Roseville CA 95678
Phone: 916-774-5499
Email: mmorse@roseville.ca.us

-OR-

Brian Castelluccio, Open Space Superintendent
Parks, Recreation and Libraries Department
311 Vernon Street
Roseville, CA 95678
Phone: (916) 746-1755
Email: BCastelluccio@roseville.ca.us

To The Department:

California Department of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2016-0099-R2
Phone: 916-358-2885
Fax: 916-358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

SUSPENSION AND REVOCATION

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5). The Department shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers per FGC Section 1605(f).

EFFECTIVE DATE

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC Section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire **twelve (12) years from the date signed by the Department**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a) (2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit A Figure 1 – Project Vicinity
Figure 2 – Project Location
Figure 3 – Project Area (17 pages)

Exhibit B Verification Request Form (VRF) for this Agreement

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify the Department in accordance with FGC Section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF ROSEVILLE

Rob Jensen
City Manager

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Tina Bartlett
Regional Manager

Date

Prepared by: Angela Calderaro
Senior Environmental Scientist (Specialist)

Exhibit A - Figure 1 – Project Vicinity

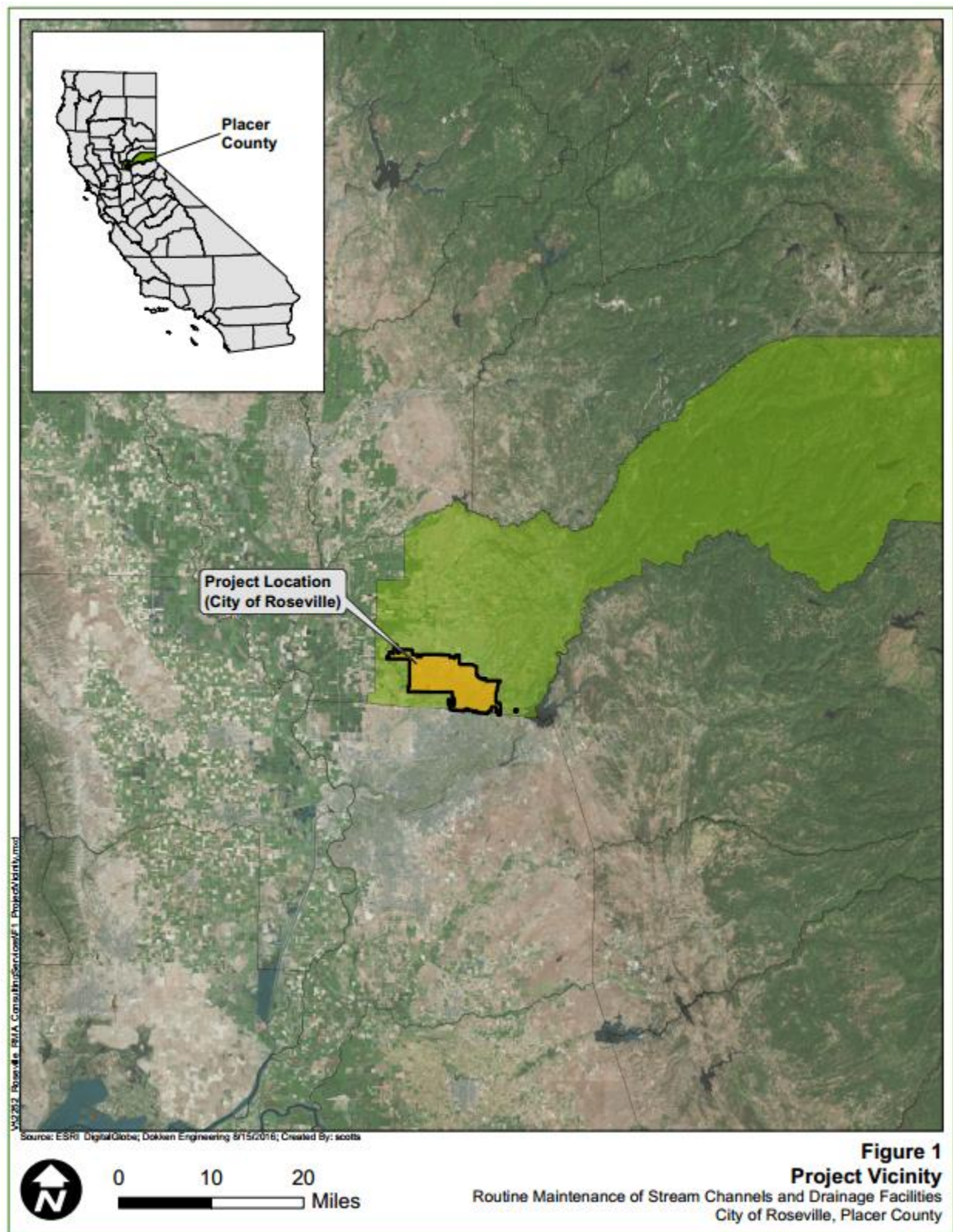


Exhibit A - Figure 2 – Project Location

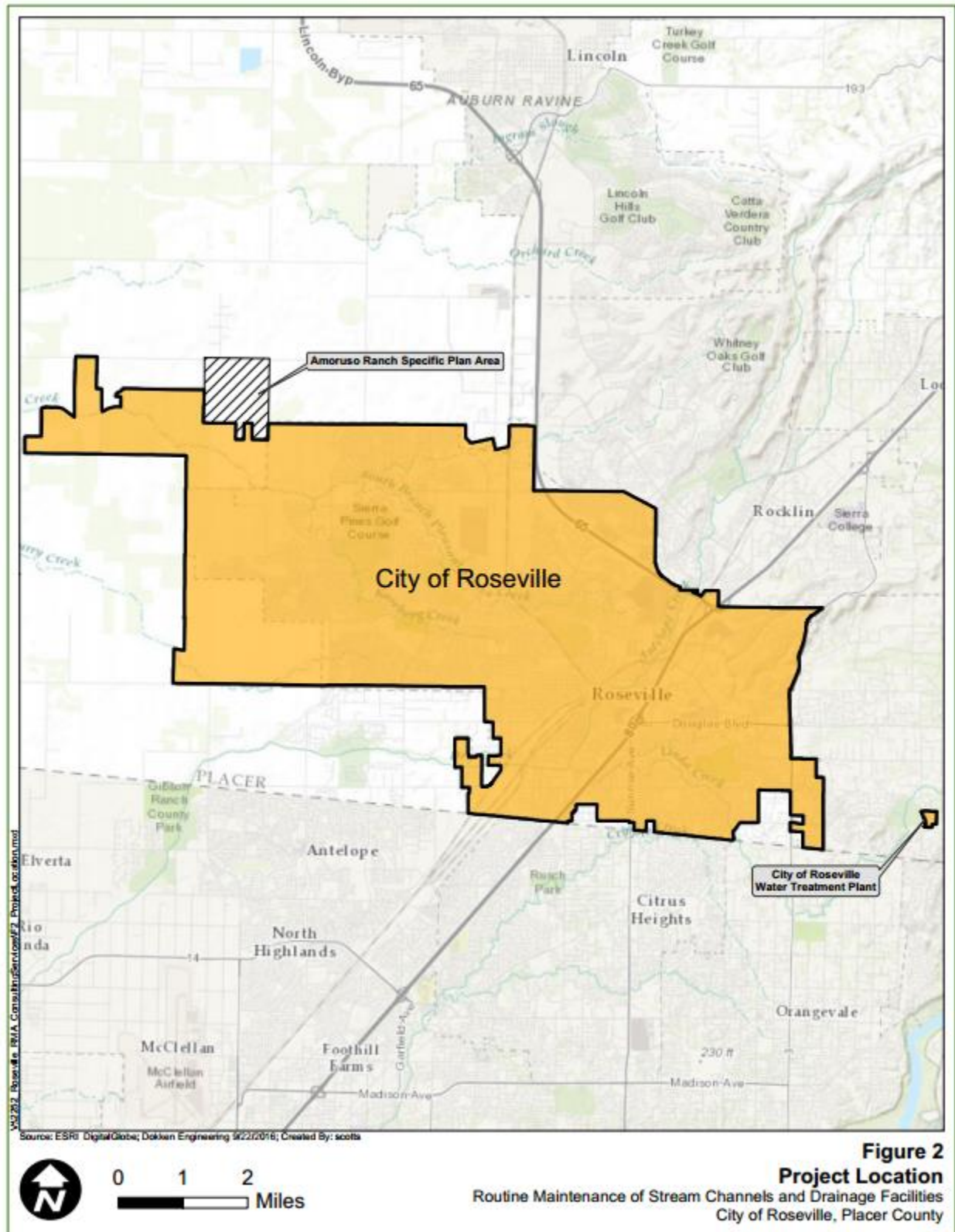
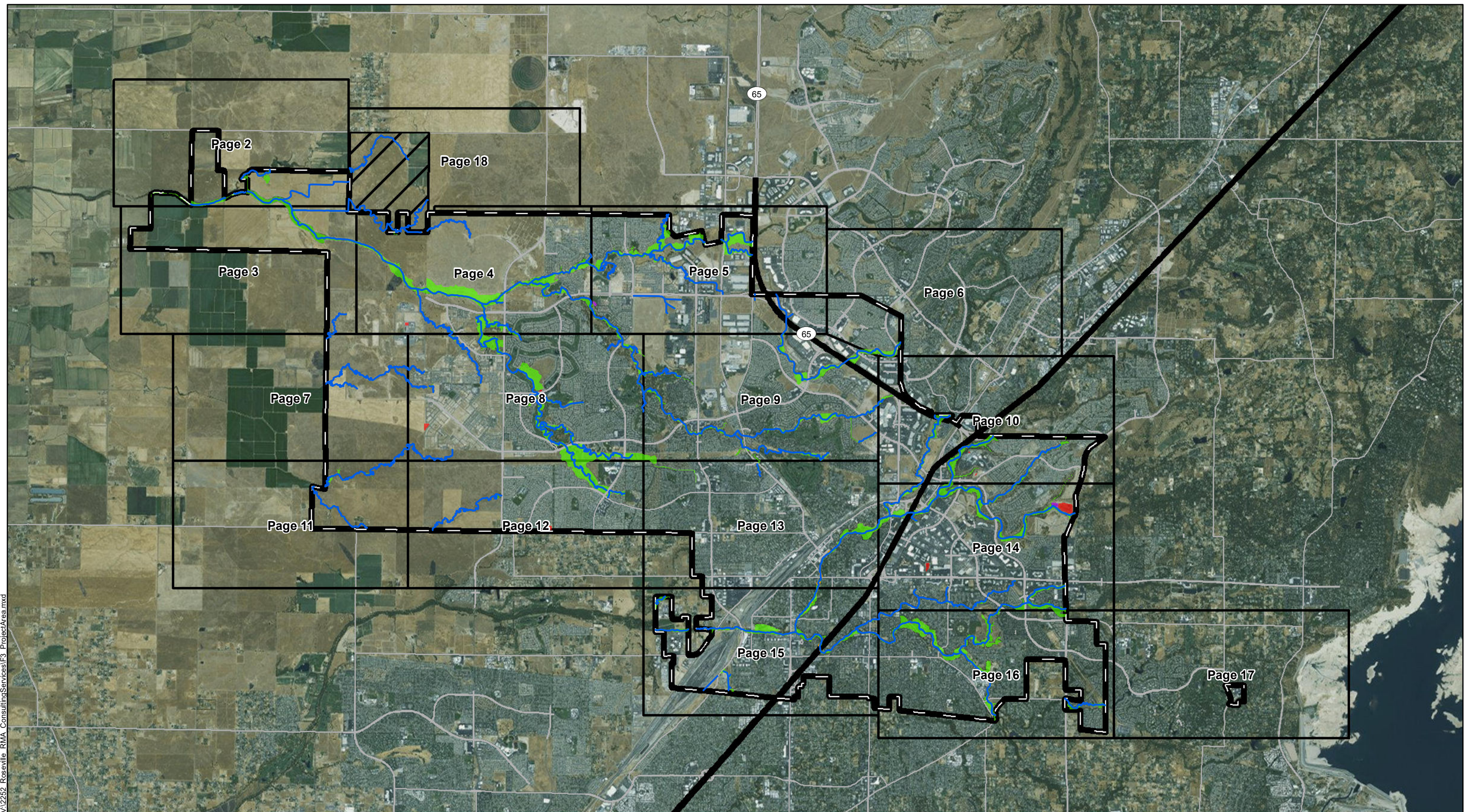


Exhibit A - Figure 3 – Project Area (18 pages)

V:\252 Roseville RMA Consulting Services\F3 ProjectArea.mxd



Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 6,000 12,000 18,000 24,000 Feet

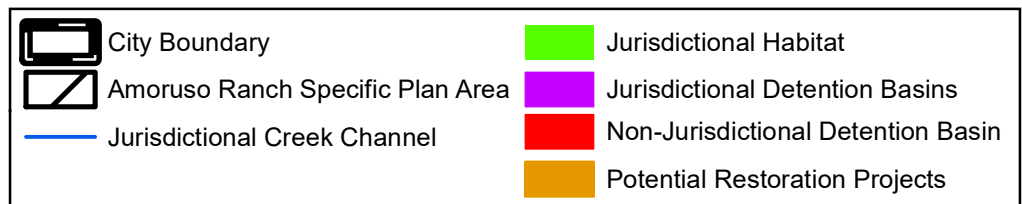
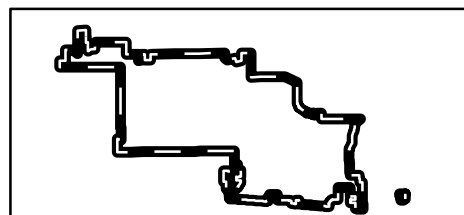
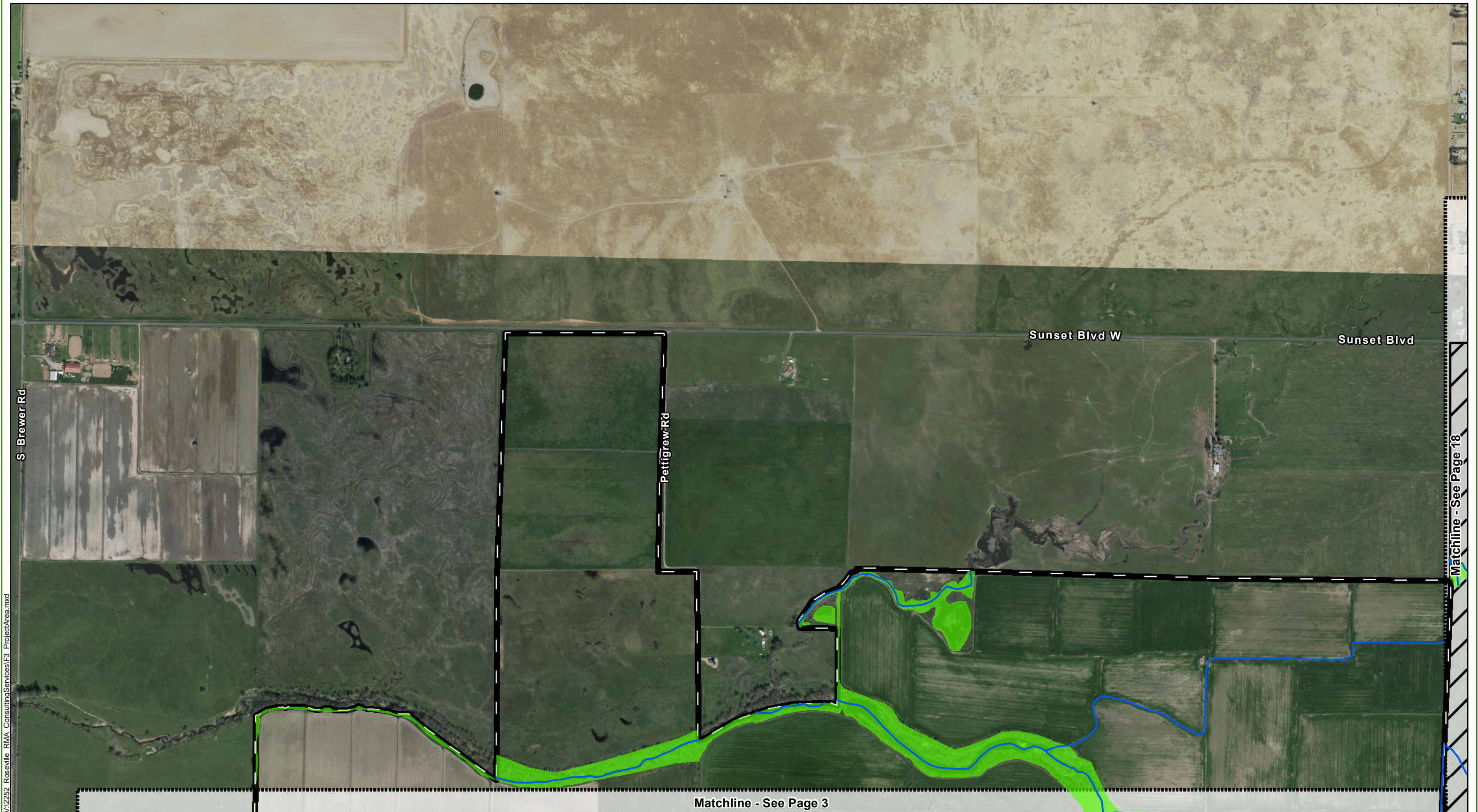


FIGURE 3
Page 1 of 18
Project Area
City of Roseville RMA
City of Roseville, Placer County, California



V:\252 Roseville RMA Consulting Services\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

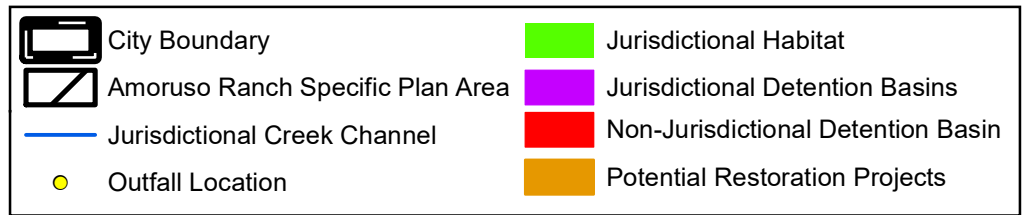
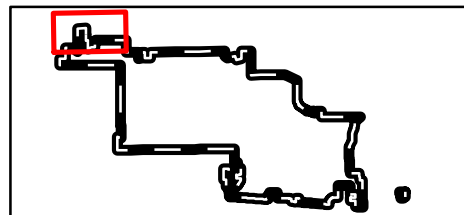
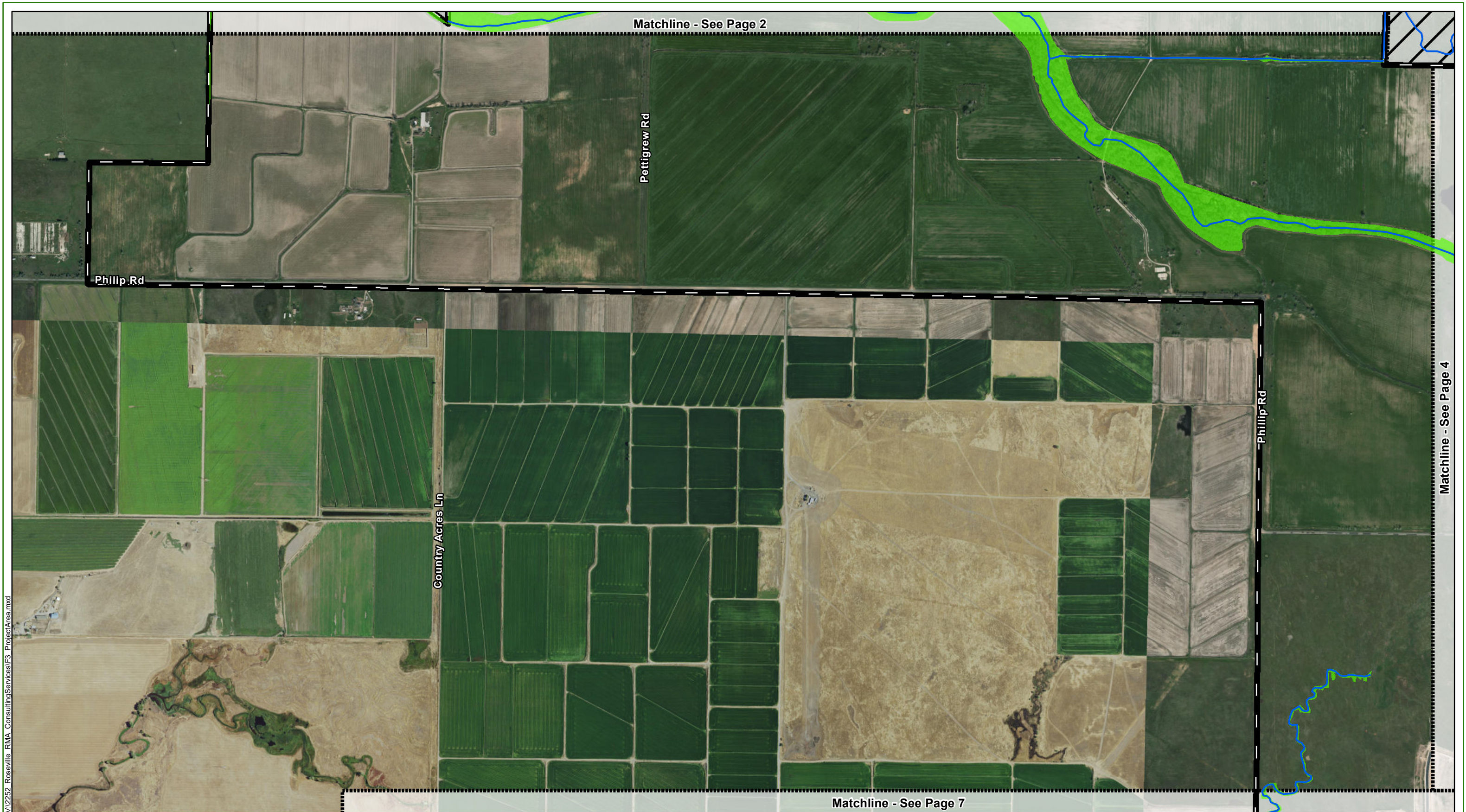


FIGURE 3
Page 2 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



\\2252 Roseville RMA ConsultingServices\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

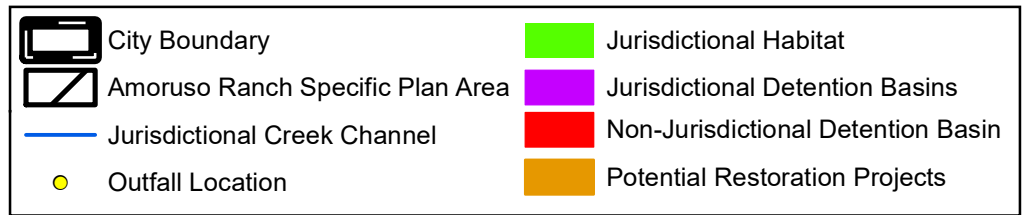
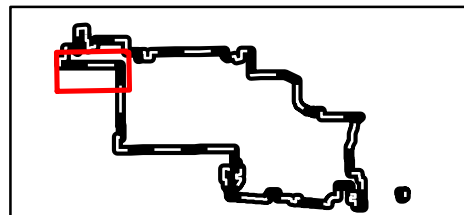
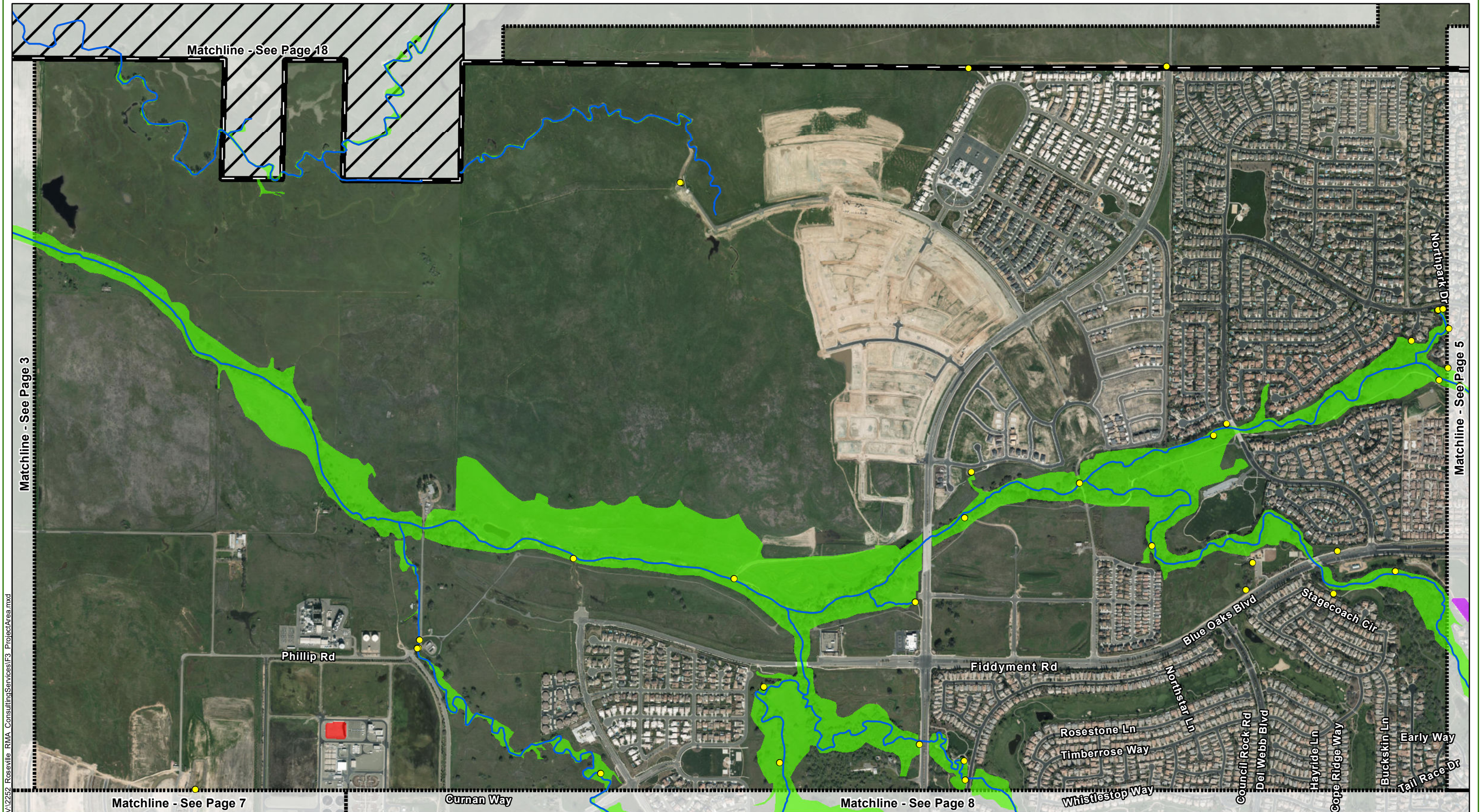


FIGURE 3
Page 3 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

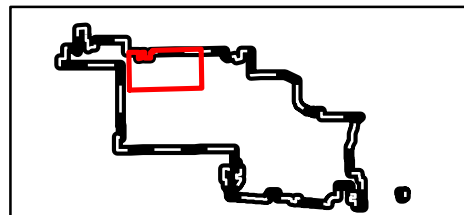


V:\2552 Roseville RMA Consulting Services\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts

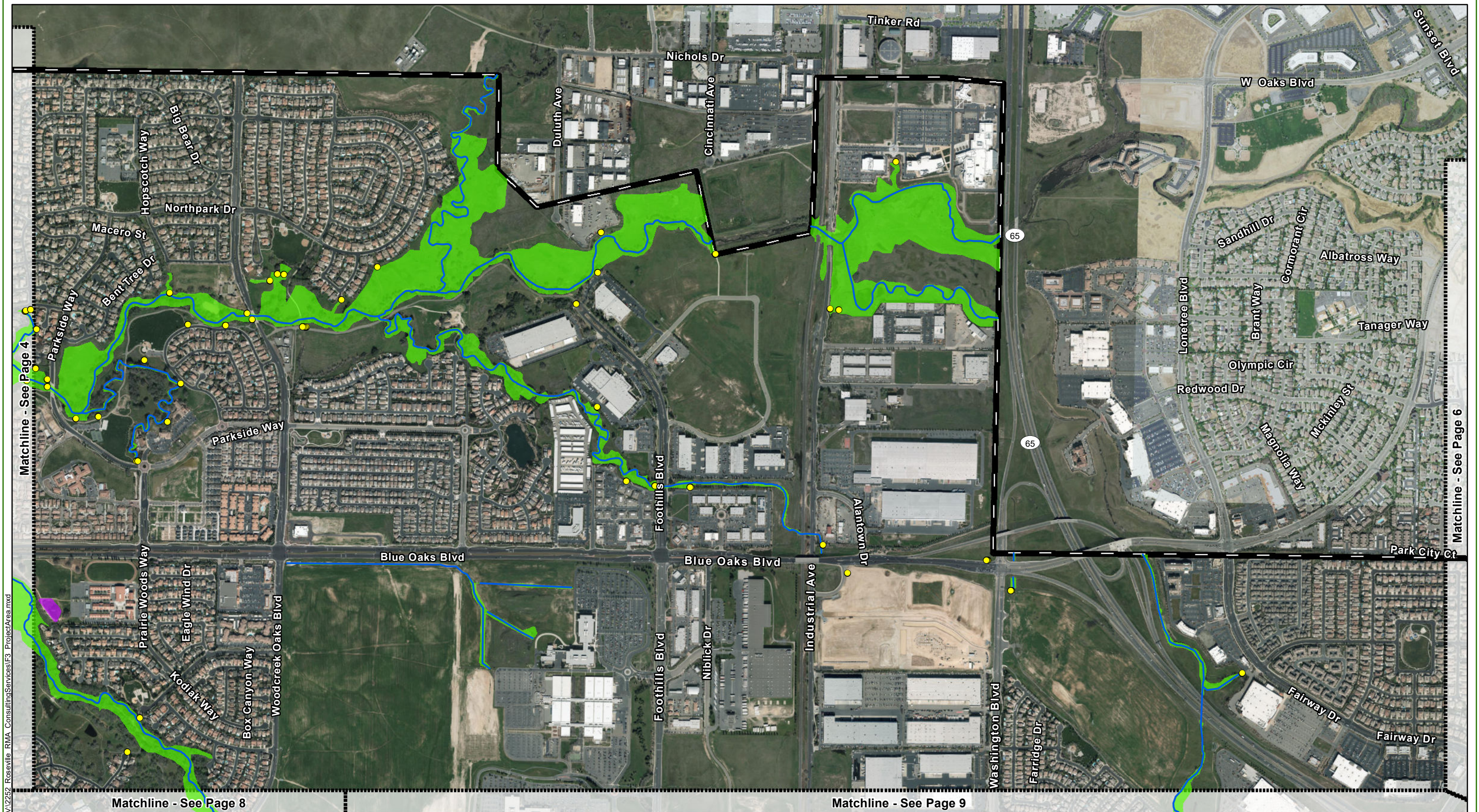


0 1,000 2,000 3,000 4,000 Feet



- | | |
|----------------------------------|------------------------------------|
| City Boundary | Jurisdictional Habitat |
| Amoruso Ranch Specific Plan Area | Jurisdictional Detention Basins |
| Jurisdictional Creek Channel | Non-Jurisdictional Detention Basin |
| Outfall Location | Potential Restoration Projects |

FIGURE 3
Page 4 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



V:\252 Roseville RMA Consulting Services\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts

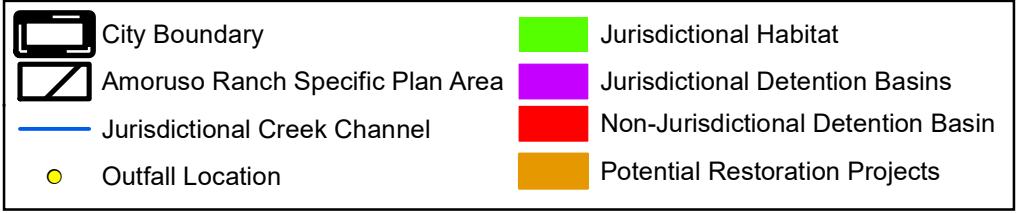
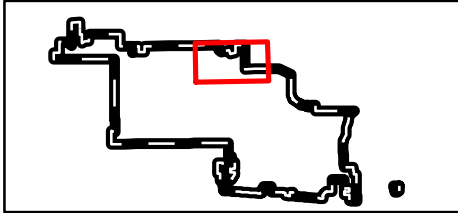
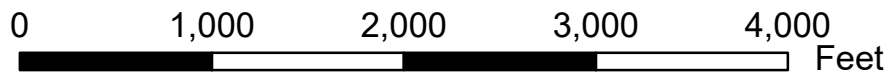
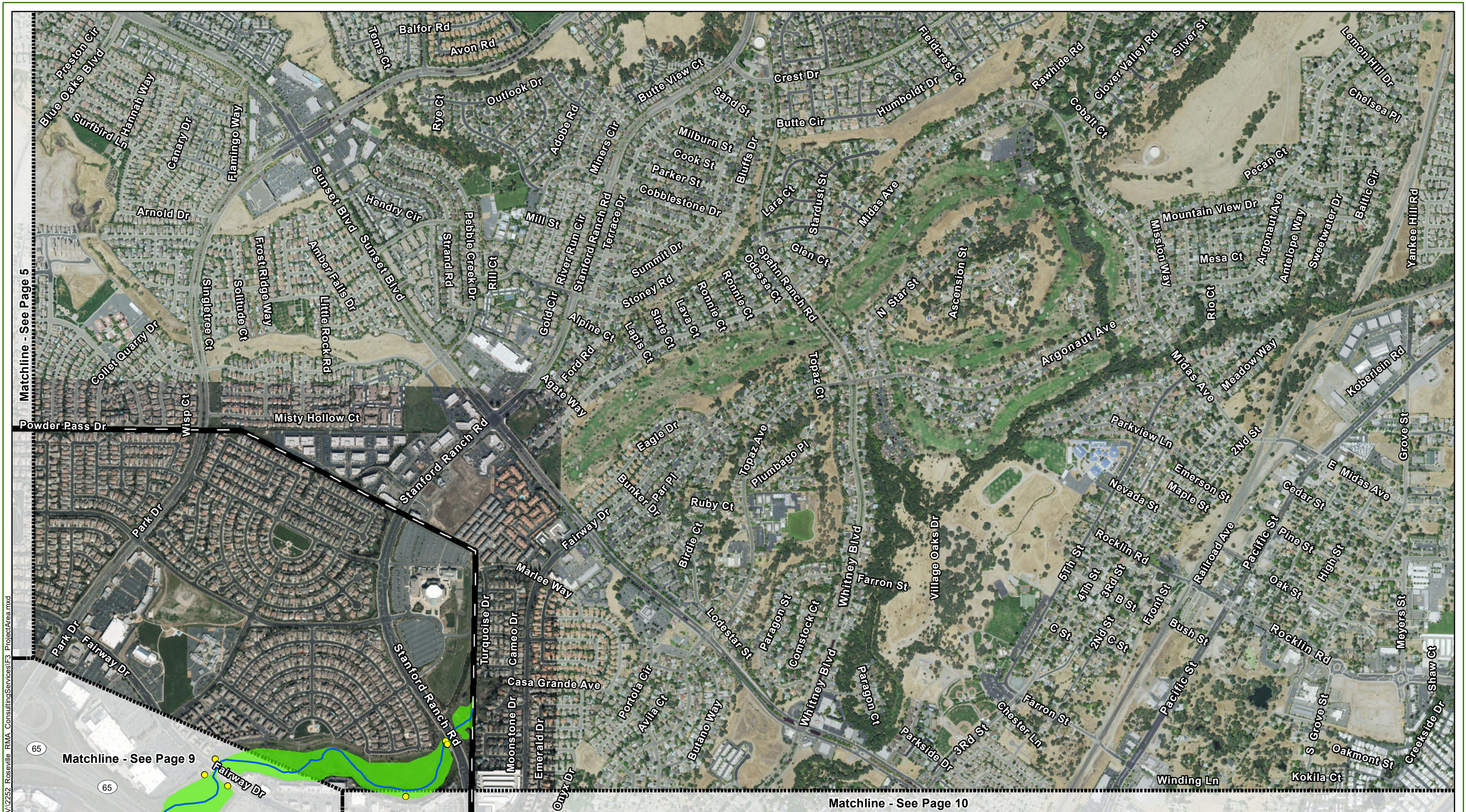


FIGURE 3
Page 5 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



\\2252 Roseville_RMA ConsultingServices\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts

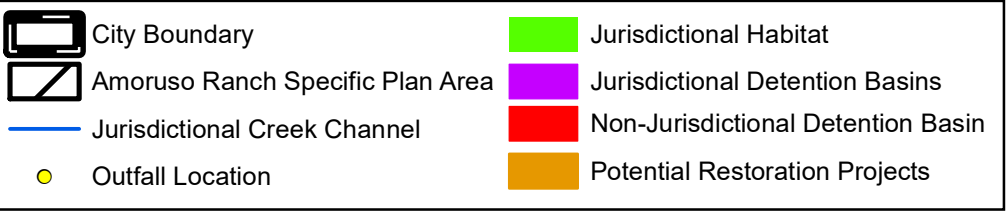
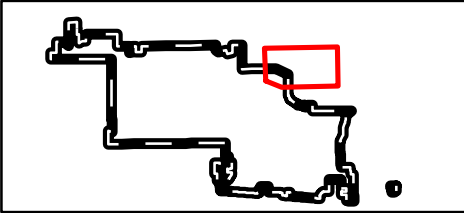
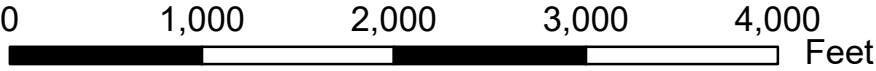
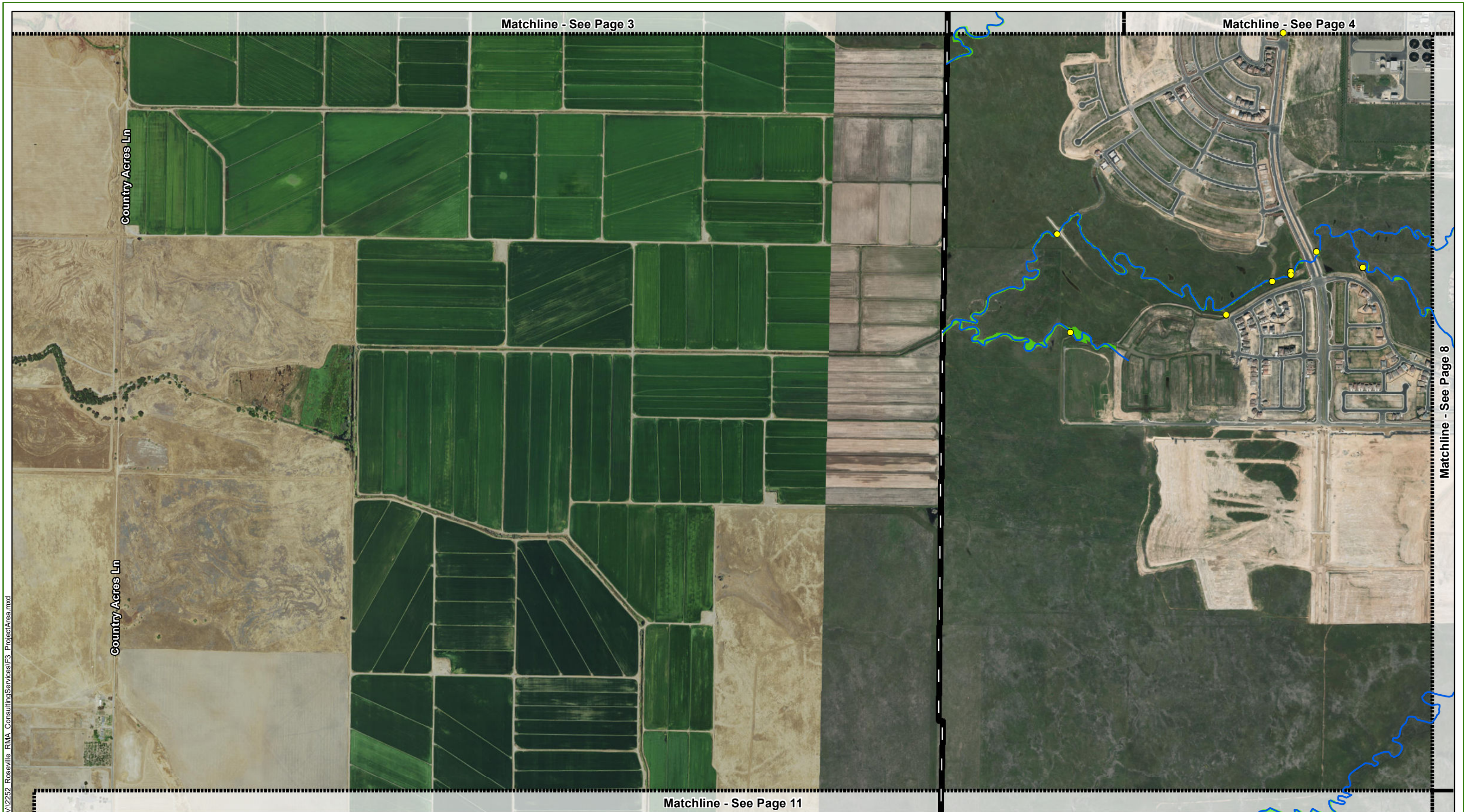


FIGURE 3
Page 6 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



\\2252 Roseville_RMA_ConsultingServices\F3_ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

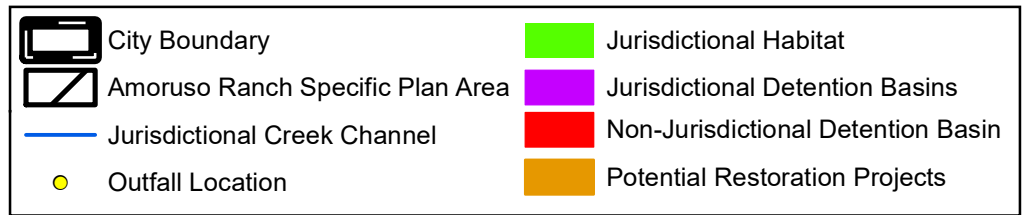
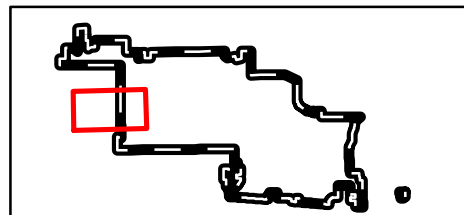
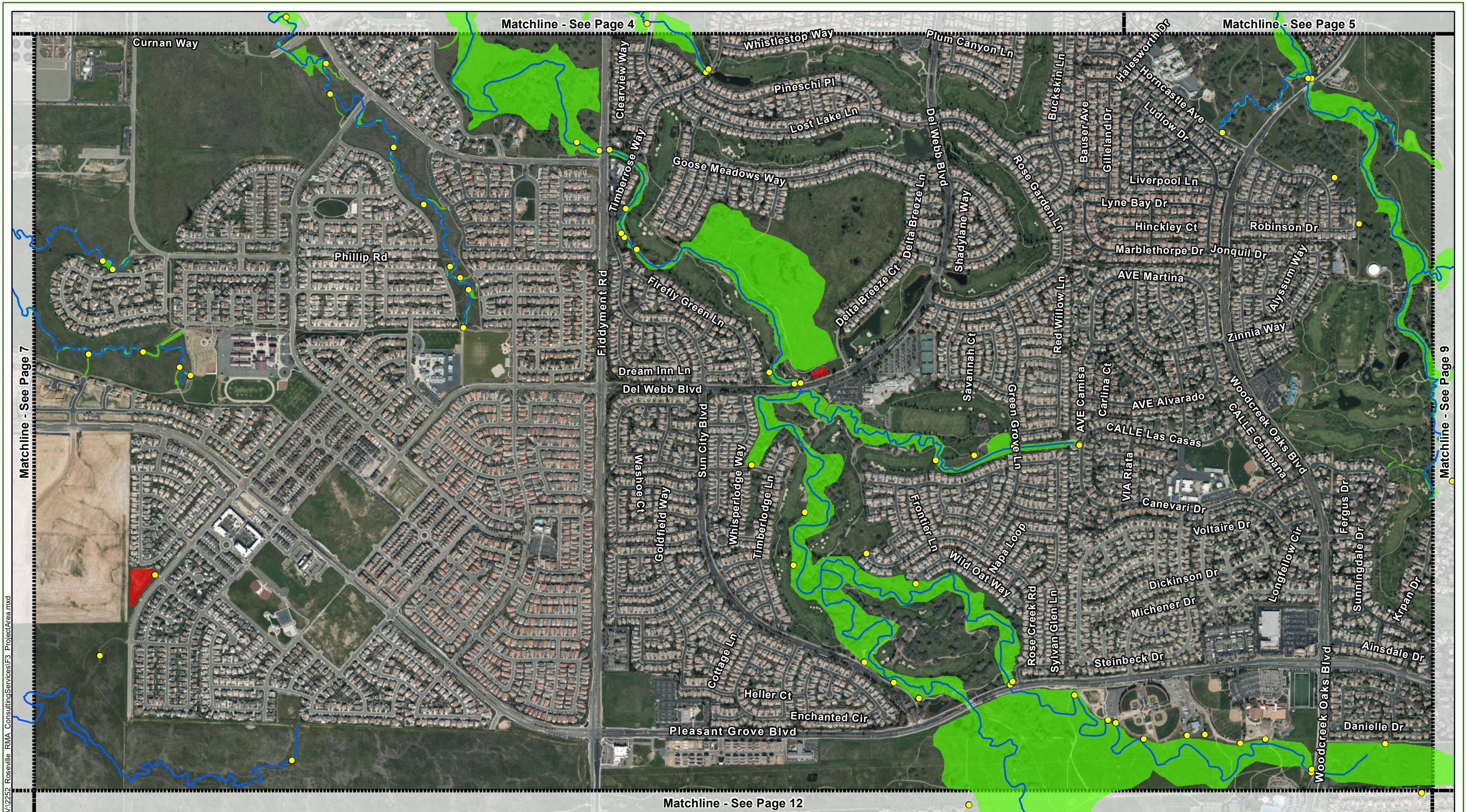


FIGURE 3
Page 7 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

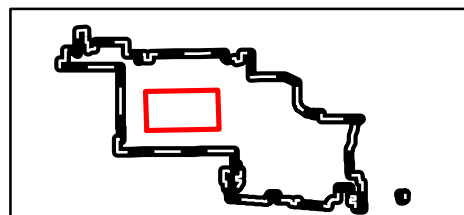


\\2252 Roseville RMA ConsultingServices\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



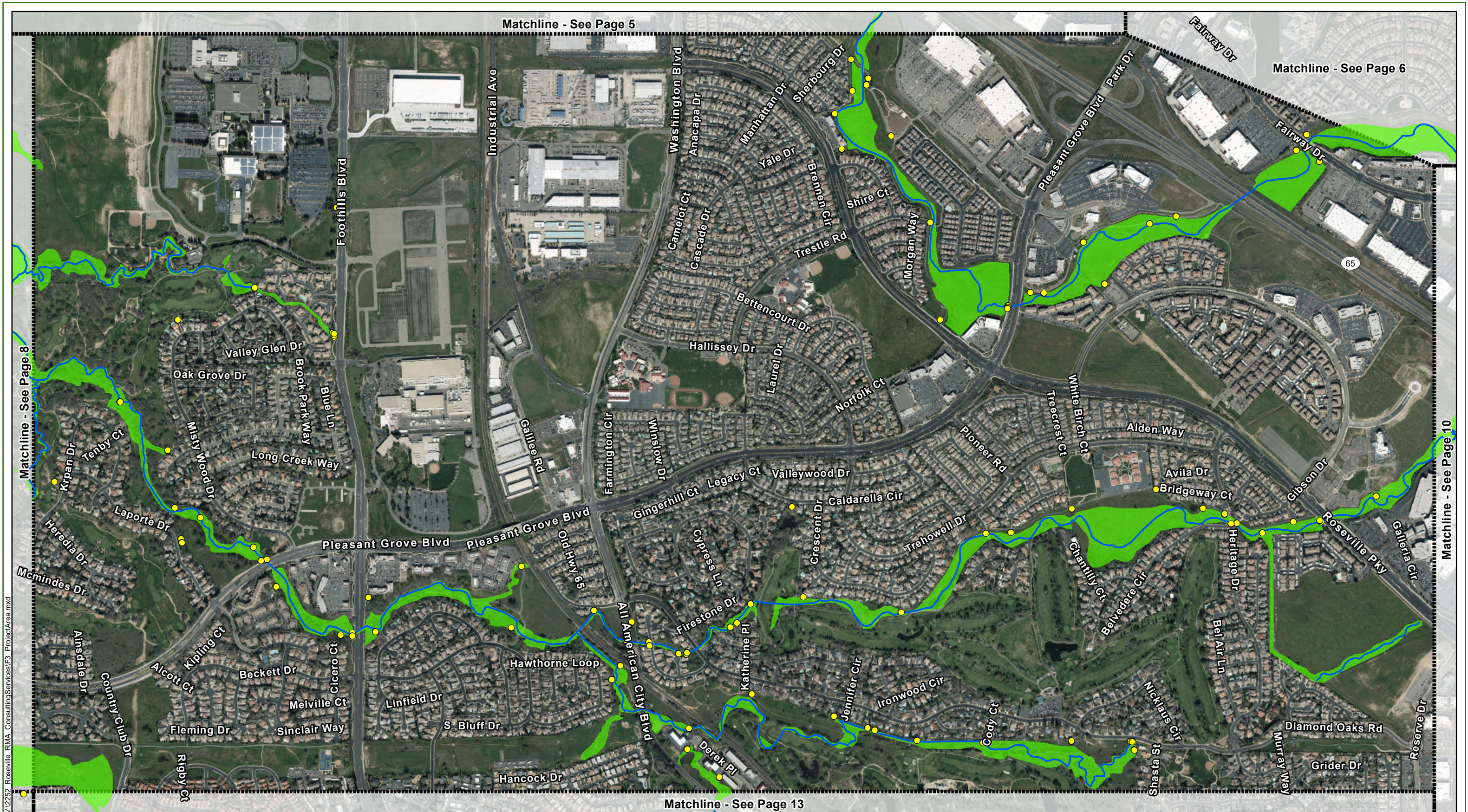
0 1,000 2,000 3,000 4,000 Feet



- | | |
|----------------------------------|------------------------------------|
| City Boundary | Jurisdictional Habitat |
| Amoruso Ranch Specific Plan Area | Jurisdictional Detention Basins |
| Jurisdictional Creek Channel | Non-Jurisdictional Detention Basin |
| Outfall Location | Potential Restoration Projects |

FIGURE 3
Page 8 of 18
Project Area

City of Roseville RMA
City of Roseville, Placer County, California



V:\252 Roseville RMA Consulting Services\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

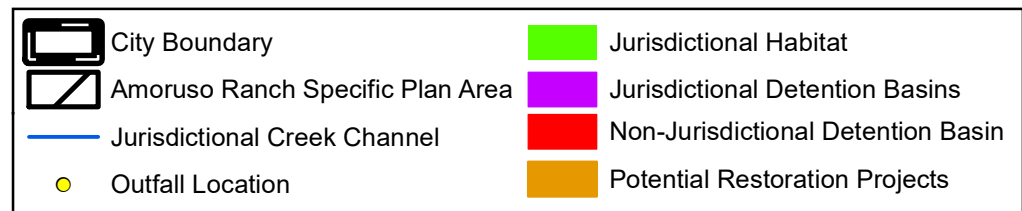
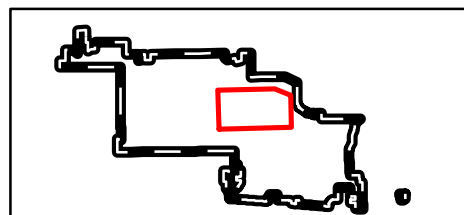
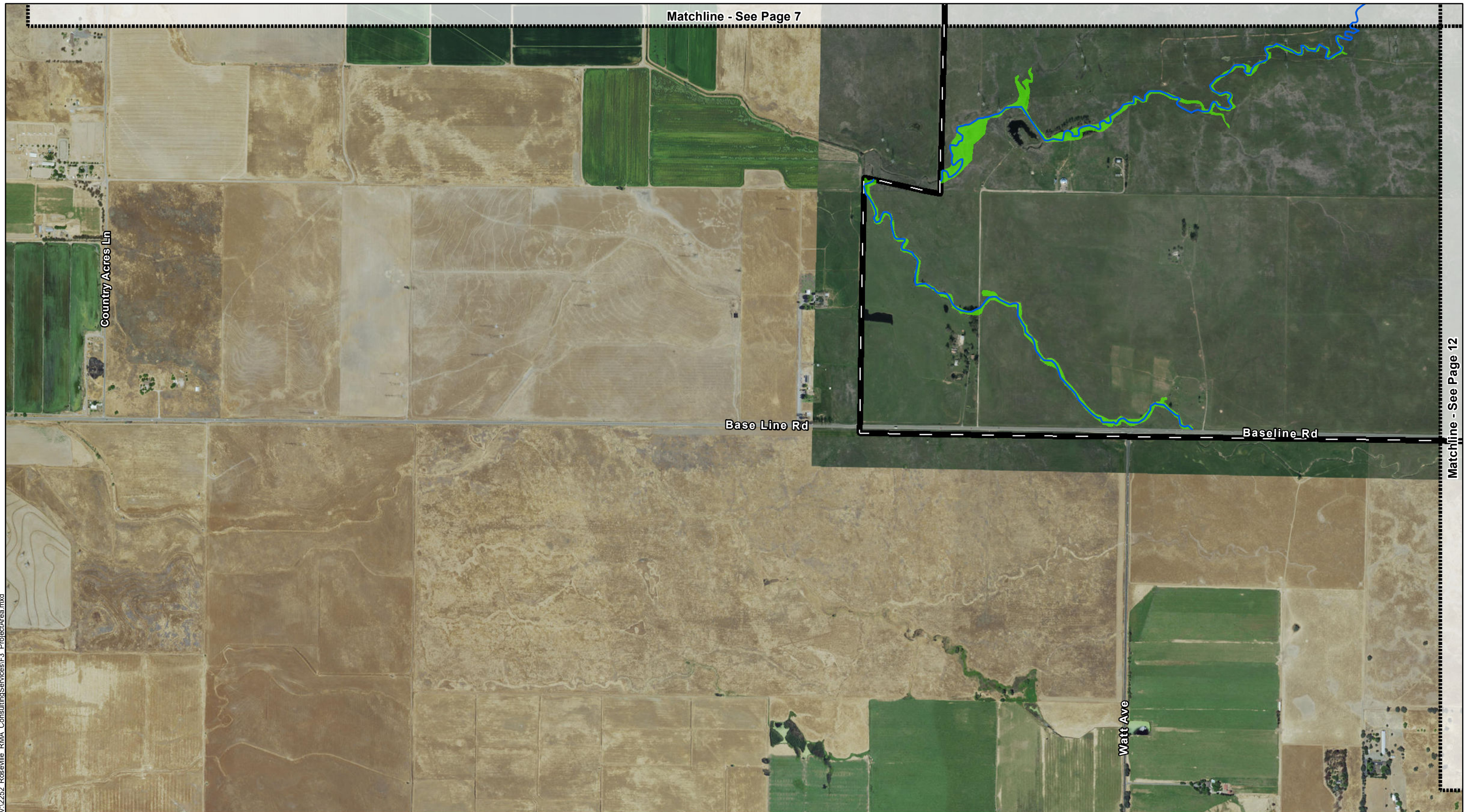


FIGURE 3
Page 9 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

\\2252 Roseville_RMA ConsultingServices\F3 ProjectArea.mxd



Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

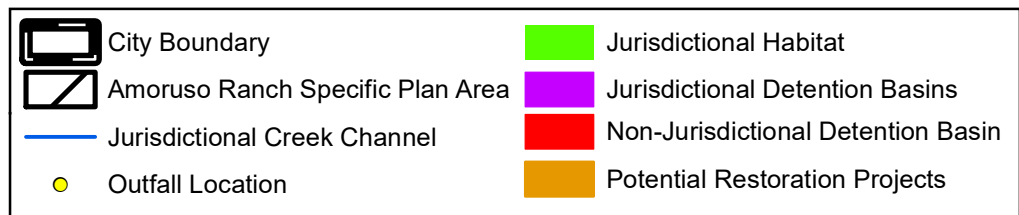
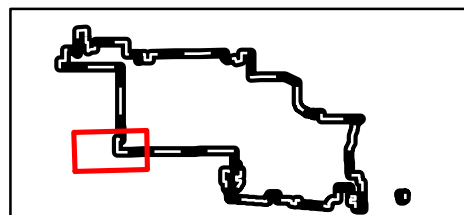
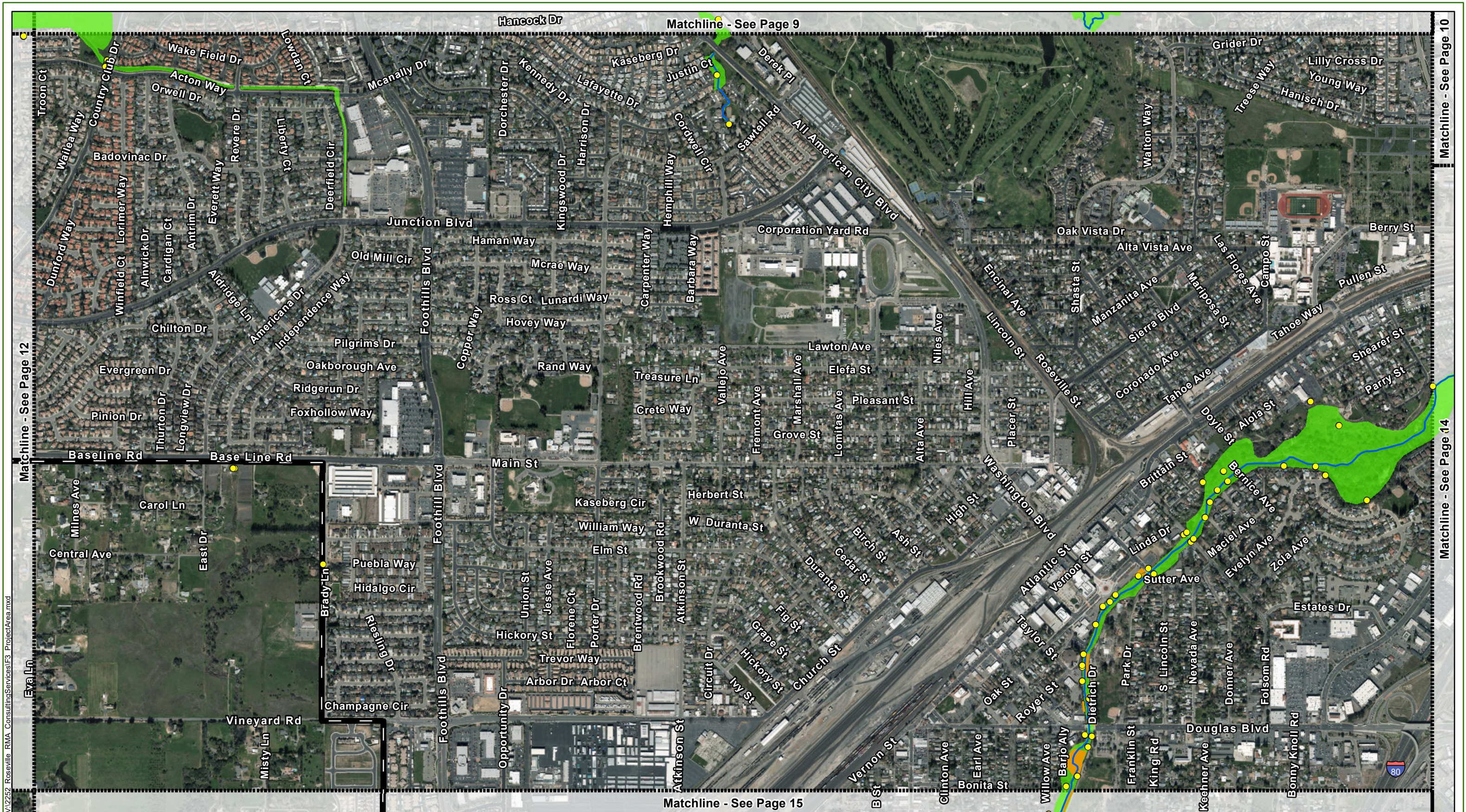
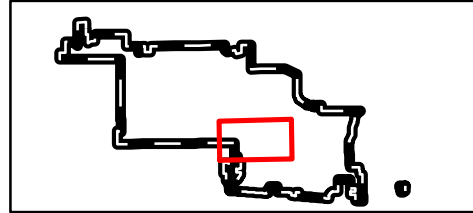


FIGURE 3
Page 11 of 18
Project Area
City of Roseville RMA
City of Roseville, Placer County, California



V:\252 Roseville RMA Consulting\3\3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



	City Boundary		Jurisdictional Habitat
	Amoruso Ranch Specific Plan Area		Jurisdictional Detention Basins
	Jurisdictional Creek Channel		Non-Jurisdictional Detention Basin
	Outfall Location		Potential Restoration Projects

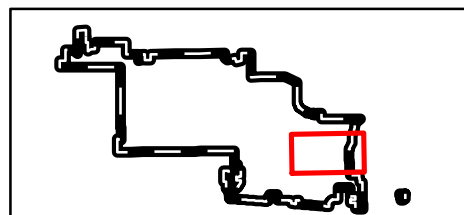
FIGURE 3
Page 13 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts

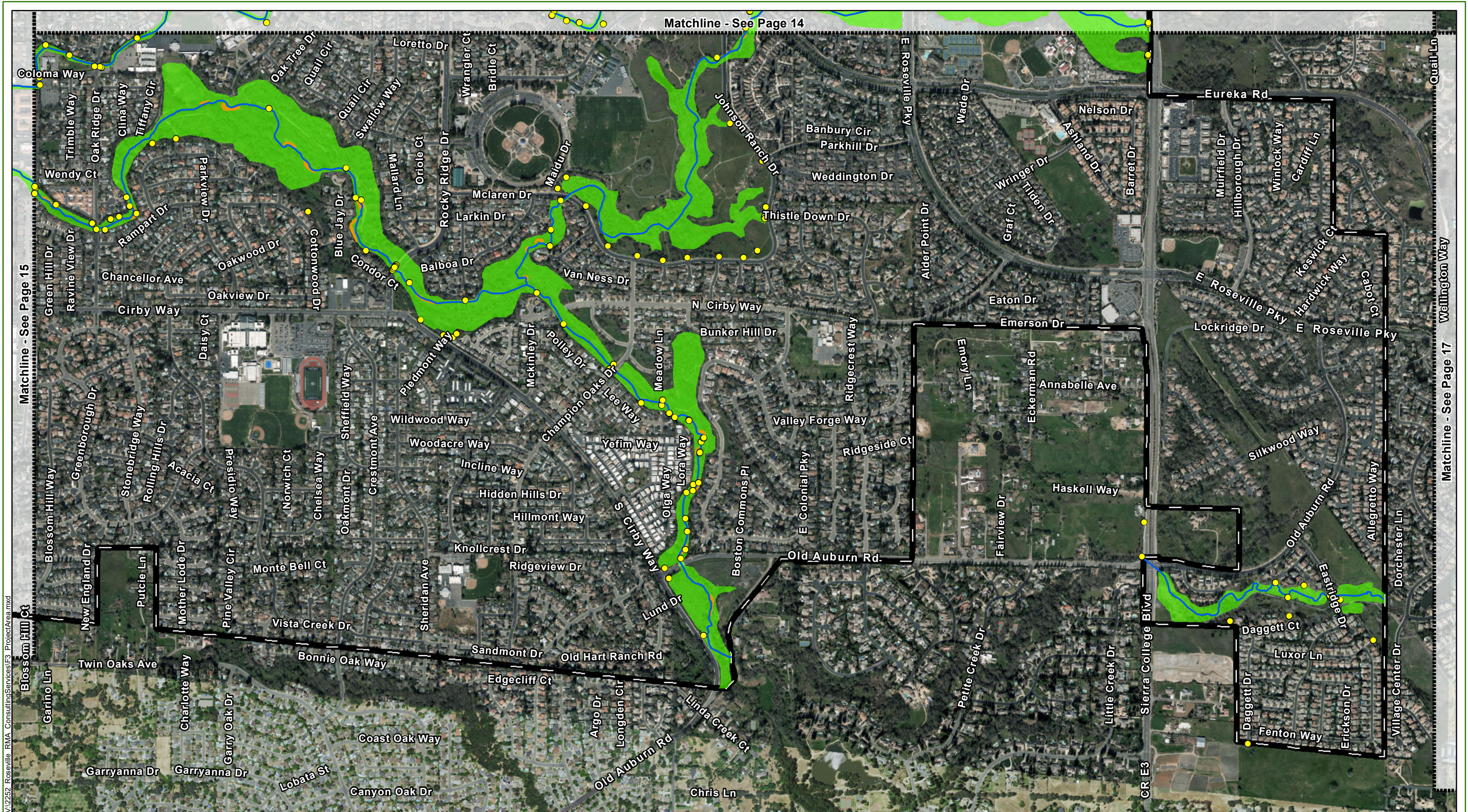


0 1,000 2,000 3,000 4,000 Feet



- | | |
|----------------------------------|------------------------------------|
| City Boundary | Jurisdictional Habitat |
| Amoruso Ranch Specific Plan Area | Jurisdictional Detention Basins |
| Jurisdictional Creek Channel | Non-Jurisdictional Detention Basin |
| Outfall Location | Potential Restoration Projects |

FIGURE 3
Page 14 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



\\2252 Roseville RMA Consulting\services\F3 ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet

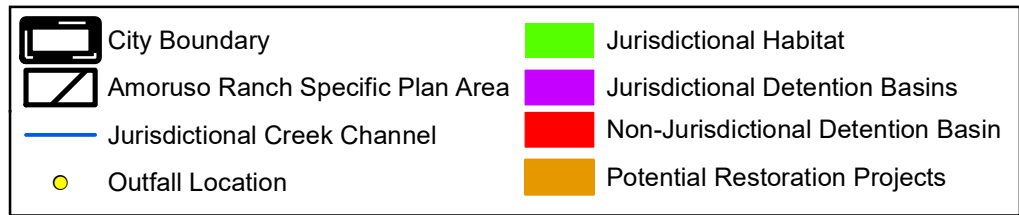
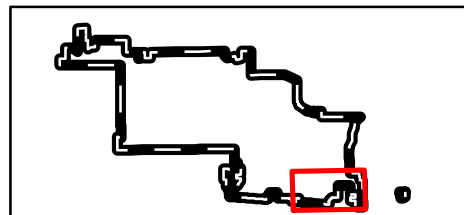
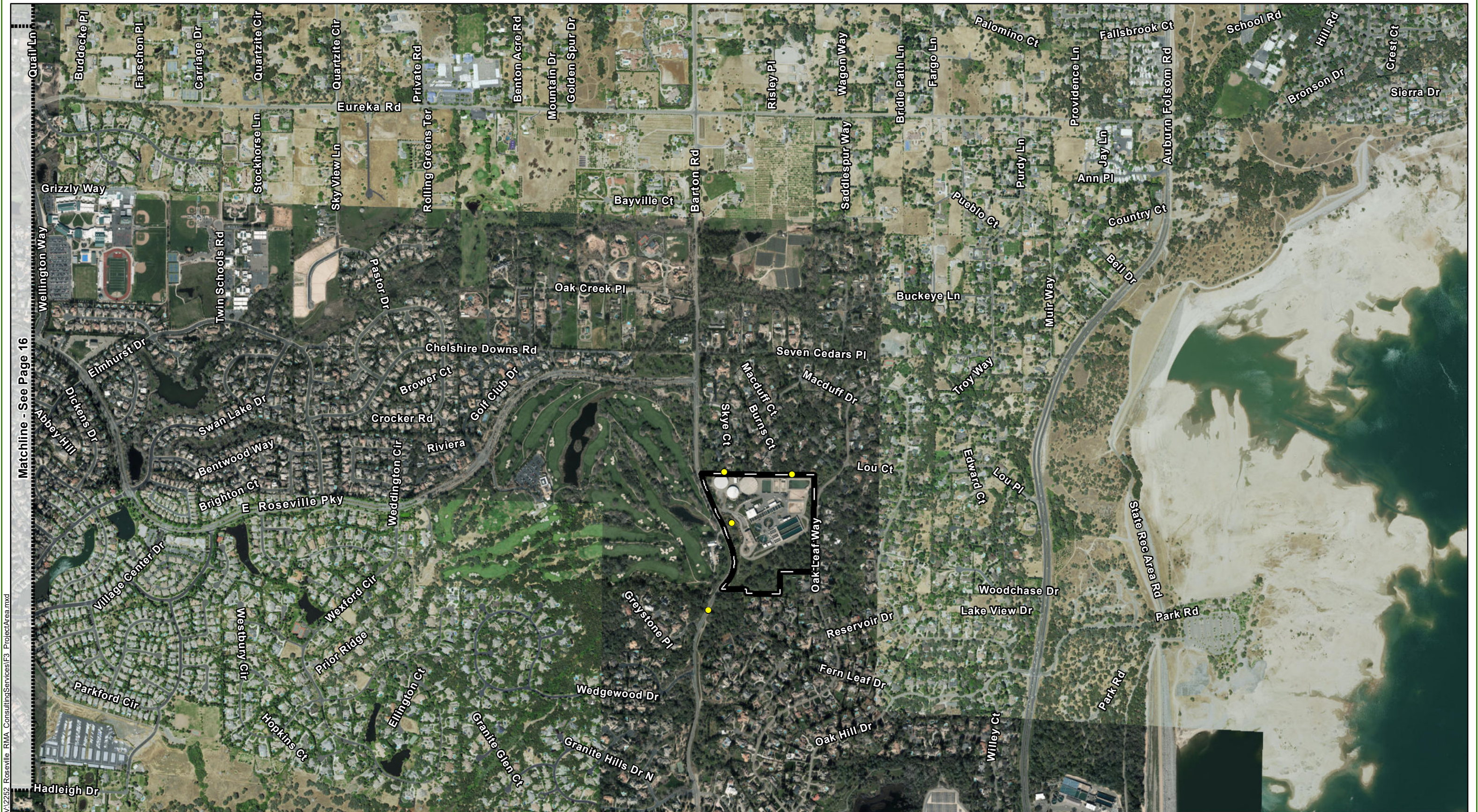


FIGURE 3
Page 16 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California



\\1252 Roseville_RMA_ConsultingServices\F3_ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts

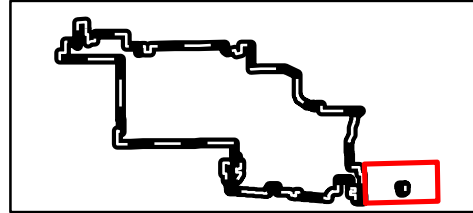


FIGURE 3
Page 17 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

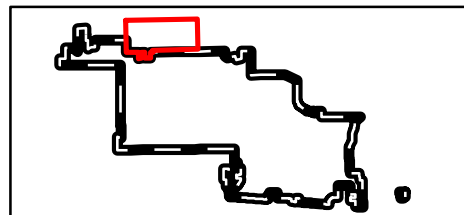


\\2252 Roseville_RMA_ConsultingServices\F3_ProjectArea.mxd

Source: ESRI DigitalGlobe; Dokken Engineering 9/22/2016; Created By:scotts



0 1,000 2,000 3,000 4,000 Feet



- | | |
|----------------------------------|------------------------------------|
| City Boundary | Jurisdictional Habitat |
| Amoruso Ranch Specific Plan Area | Jurisdictional Detention Basins |
| Jurisdictional Creek Channel | Non-Jurisdictional Detention Basin |
| Outfall Location | Potential Restoration Projects |

FIGURE 3
Page 18 of 18
Project Area
 City of Roseville RMA
 City of Roseville, Placer County, California

Exhibit B - Verification Request Form (VRF)

City of Roseville LAKE OR STREAMBED ALTERATION (LSA) AGREEMENT FOR ROUTINE MAINTENANCE #1600-2016-0099-R2		Date of Request: ☐ ORIGINAL REQUEST ☐ REVISION NO.
SECTION 1: INFORMATION PROVIDED BY PERMITTEE (to be filled in by Permittee)		
Reference the LSA Agreement for processing this VRF		
Contact Person: Phone Number:	Cell Number: Email:	
☐ Routine Work 10 Day Notice ☐ Urgent – minimum 2 day notice (describe urgency below)		
Comments:		
Name of Watercourse:		
Location or other identifier:		
Project Start Date:		Project End Date:
Authorized Maintenance Activities (see Agreement for activity descriptions):		
<u>Type of Work</u> ☐ Mowing ☐ Clearing Debris / Fallen Trees ☐ Beaver Dam Removal ☐ Brush/Debris Pile Burning ☐ Selective Hand Removal of Vegetation ☐ Removal of Small Trees & Brush ☐ Spraying herbicide ☐ Other: <u>Routine Work Requiring Variance</u> ☐ Request to Work Outside RMA Dates ☐ Other:	<u>Equipment</u> ☐ Mower ☐ Masticator ☐ Dozer ☐ Backhoe ☐ Excavator with Blade ☐ Tractor ☐ Boom Truck ☐ Hand Tools ☐ Other:	
Description of Proposed Maintenance Work:		
Known environmental issues or other concerns:		

SECTION 2: DEPARTMENT APPROVAL *(to be filled in by Department staff)*

In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (Department) and the Department of Water Resources (Permittee) for Routine Maintenance of the Western Pacific Interceptor Canal for the purposes of maintaining channel capacity to design criteria and to facilitate site inspections, the Permittee hereby notifies the Department of its intent to perform routine maintenance work within the channel.

Department Contact Information**Name:****Date the Department Responded to the Permittee:****Phone Number:** **email:****VRF#** **Year**☐**Notice of concurrence**☐

Work can begin as scheduled

☐

Work can begin immediately

☐**Notice of non-concurrence with comments (See Department comments below)****Comments:**



COUNCIL COMMUNICATION

CC #: 8324

File #: 0709-02-01

Title: Housing Element Annual Progress Report for Calendar Year 2016

Contact: Trisha Isom 916-746-1239 tisom@roseville.ca.us
Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Adopt the attached resolution, approving the Housing Element Annual Progress Report for Calendar Year 2016 and its submittal to the state, in accordance with Section 65400(b) of California Government Code.

BACKGROUND

After each jurisdiction's General Plan Housing Element has been adopted, Section 65400(b) of the California Government Code requires the jurisdiction to provide an annual report to their legislative body, and the State Offices 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 2016 Housing Element progress report covers review of the City's housing policies, goals and objectives for the 7.5 year planning period of 2013 through 2021.

The Sacramento Area Council of Governments (SACOG) determines 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. The City's fair share housing need, as determined by SACOG, is 8,478 dwelling units, comprised of the following income groups: 1,134 units for extremely low income families; 1,134 units for very low income families; 1,590 units for low income families; 1,577 units for moderate income and 3,043 units for above moderate income families over the designated planning period.

It is important to note that the Regional Housing Needs Allocation (RHNA) numbers allocated to

jurisdictions by SACOG are used for planning purposes only. Each jurisdiction, during the 5 – 7 1/2 year planning periods for Housing Elements, must adequately “plan” for housing sites and densities through zoning to ensure that there are enough sites within its jurisdiction to accommodate the various income categories assigned as having a “need” within the jurisdiction. Pursuant to HCD, the very low and low income housing units are presumed to require high density (20-30 units/acre) sites to accommodate the creation of these units. The City of Roseville has ensured the production of affordable housing units through its local policy requiring ten percent of new housing specific plans to be affordable. Since its inception, this local policy has resulted in the production of 2,867 units, with an average of 106 units per year. In addition to the 57 units that are currently being developed by Mercy Housing, as detailed in the production summary above, the City has also approved four additional projects that will net approximately 250 affordable rental units and 70 affordable purchase units over the next few years, resulting in an average of 115 affordable units per year.

With the submission of the 2016 Housing Element Annual Progress Report to the State of California by April 1, 2017, the City of Roseville maintains its eligibility to receive State administered grant funds, such as the Housing-Related Parks Program, the HOME Program and the CalHome Program. The City is currently applying for Housing-Related Parks program funding to be used at the Johnson Pool for rehabilitation work. CalHome funds support the City’s Owner Occupied Housing Rehabilitation. The HOME Program funds our First Time Home Buyer Program.

The attached Housing Element Annual Progress Report identifies housing activity and progress in meeting Roseville’s portion of the Regional Housing Needs Allocation during the 2016 calendar year. There were a total of 57 affordable multi-family units produced in calendar year 2016 with the breakdown as follows: 6 extremely low income, 36 very low-income, and 15 low-income units. There were 27 middle income units, 176 moderate income units and 584 above moderate income housing units produced during the year. As 2016 is only the 4th year in the 7 1/2 year planning period, it is expected that the City should have adequate sites available to meet its total fair share housing allocation of 8,478 units, including very low and low-income housing units, during the planning period covered by the Housing Element (2013-2021).

FISCAL IMPACT

Staff cost of developing the 2016 Housing Element Annual Progress Report was included in the 16/17 adopted budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

The Housing Element Annual Progress Report does not promote or create jobs but it does provide an important service by reporting on the development of affordable housing in our community. Affordable housing is an essential component to the foundation of our community’s economic stability.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines

§15061(b)(3)). The Housing Element Annual Progress Report does not include the potential for a significant environmental effect, and therefore is not subject to CEQA. Individual housing projects would be reviewed separately under CEQA.

Respectfully Submitted,

Trisha Isom, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-93

2016 Annual Progress Report

RESOLUTION NO. 17-93

HOUSING ELEMENT ANNUAL PROGRESS REPORT
(Calendar Year 2016)

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 of the Government Code of the State of California requires an annual report to the City Council, the State Offices 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 2016);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves the Housing Element Annual Progress Report (Calendar Year 2016).

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

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Roseville

Reporting Period 1/1/2016 - 12/31/2016

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
(9) Total of Moderate and Above Moderate from Table A3 ▶			203	584	787						
(10) Total by income Table A/A3 ▶ ▶					203	584	787				
(11) Total Extremely Low-Income Units*			0								

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Roseville

Reporting Period 1/1/2016 - 12/31/2016

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	203					203	
No. of Units Permitted for Above Moderate	584					584	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Roseville

Reporting Period 1/1/2016 - 12/31/2016

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.												Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	2,268	0	9	0	42						51	2,217
	Non-deed restricted		0	0	0	0							
Low	Deed Restricted	1,590	0	14	0	15						29	1,561
	Non-deed restricted		0	0	0	0							
Moderate	Deed Restricted	1,577	0	0	9	4						13	403
	Non-deed restricted		142	438	378	203						1,161	
Above Moderate		3,043	384	333	544	584						1,845	1,198
Total RHNA by COG. Enter allocation number:		8,478	526	794	931	848						3,099	5,379
Total Units ▶ ▶ ▶													
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	City of Roseville	
Reporting Period	1/1/2016	12/31/2016

Table C

Program Implementation Status

[illegible]

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	City of Roseville
Reporting Period	1/1/2016 - 12/31/2016

General Comments:

The City of Roseville's 2008-2013 Regional Housing Needs Allocation was met so Roseville is not required to identify government constraints for the 2013-2021 Housing Element. City of Roseville is a Charter City and General Plan updates are not required.



COUNCIL COMMUNICATION

CC #: 8307
File #: 0320-01

Title: 2017 Weed Abatement
Contact: Rob Arnett 916-774-5827 rarnett@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.13.

RECOMMENDATION TO COUNCIL

To initiate the 2017 Weed Abatement Program staff recommends approval of the attached resolution declaring weeds, rubbish, dirt, and/or rank growth within the City of Roseville on the parcels identified on the attached list, (based on available City of Roseville GIS data at the time of report) to be a public nuisance, as well as ordering the Fire Chief to give notice of the passage and setting a time and place for the required public hearing. The public hearing will be scheduled for the City Council meeting on Wednesday, April 19, 2017.

BACKGROUND

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

FISCAL IMPACT

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

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Rob Arnett, Fire Inspection Supervisor

Rick Bartee, Fire Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-86

Weed Abatement 2017 - List of Parcels

Notice of Exemption

RESOLUTION NO. 17-86

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

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

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

Now, therefore, be it resolved by the City Council of the City of Roseville as follows:

That all weeds, dirt, rubbish and rank growths growing, located or existing on the property within the City of Roseville described by Placer County Assessor's parcel numbers in the "weed, dirt, rubbish and rank growths abatement list – FY 2016 - 2017", a copy of which is on file in the office of the City Clerk, are hereby declared to be a public nuisance.

1. That the Fire Chief of the City of Roseville is hereby ordered to give notice of the passage of this resolution and required by law stating, among other things, that unless such nuisance be abated without delay of the destruction or removal of the weeds, dirt, rubbish and rank growths. The nuisance will be abated by the city authorities and the expenses thereof assessed upon the lots, parcels and lands from or on which such nuisance is abated.
2. That Wednesday, April 19, 2017 at 7:00 p.m. or as soon thereafter as the matter can be heard, in the Council Chambers in City Hall, 311 Vernon Street, Roseville, California, is hereby fixed as the time and place for hearing.
3. That the City Clerk is hereby directed to publish notice to destroy or remove those weeds, dirt, rubbish or rank growths declared therein to be a public nuisance at least twice in a newspaper published and circulated in the City of Roseville. The first publication of which shall be at least (10) ten days prior to the time fixed herein by this Council for hearing objections.

Passed and adopted by the Council of the City of Roseville this following
vote on roll call:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
906 DOUGLAS BL	014-113-049-000	6016 BARDOLINO PL	482-470-046-000
104 KEEHNER AV	014-113-047-000	2017 MONTAUBAN PL	482-470-069-000
5010 FOOTHILLS BL	476-190-005-000	4017 MONTCALM PL	482-470-053-000
121 WILLS RD	015-150-002-000	1160 LAVANDE DR	482-470-080-000
140 LOST OAK CT	456-160-020-000	4016 MONTCALM PL	482-470-058-000
238 GIBSON DR	361-230-006-000	508 FLUERY PL	482-470-022-000
242 GIBSON DR	361-230-005-000	8016 PAPINEAU PL	482-470-037-000
246 GIBSON DR	361-230-004-000	6024 BARDOLINO PL	482-470-047-000
234 GIBSON DR	361-230-007-000	6025 BARDOLINO PL	482-470-040-000
250 GIBSON DR	361-230-003-000	4024 MONTCALM PL	482-470-059-000
262 GIBSON DR	361-230-009-000	4025 MONTCALM PL	482-470-052-000
107 VALLEY OAK DR	472-370-031-000	1154 LAVANDE DR	482-470-081-000
532 ALOLA ST	013-053-009-000	2025 MONTAUBAN PL	482-470-068-000
1709 CAMINO REAL WY	483-363-014-000	500 FLUERY PL	482-470-023-000
1125 LONDON PL	482-431-028-000	6032 BARDOLINO PL	482-470-048-000
1001 CREEKSIDE RIDGE DR	015-166-057-000	1629 PARKSIDE WY	482-470-021-000
116 ELM ST	012-142-018-000	8024 PAPINEAU PL	482-470-038-000
4041 HAYSTACK WY	492-160-030-000	4032 MONTCALM PL	482-470-060-000
109 VALLEY OAK DR	472-370-030-000	1625 PARKSIDE WY	482-470-020-000
1157 PEORIA WY	496-070-018-000	4033 MONTCALM PL	482-470-051-000
2130 DOUGLAS BL	048-420-013-000	6033 BARDOLINO PL	482-470-039-000
124 GERRARD CT	455-260-023-000	1621 PARKSIDE WY	482-470-019-000
232 SUMMER BREEZE CT	456-310-011-000	1617 PARKSIDE WY	482-470-018-000
3041 LAMAR WY	496-120-006-000	2033 MONTAUBAN PL	482-470-067-000
3161 VILLAGE PLAZA DR	490-372-002-000	1613 PARKSIDE WY	482-470-017-000
4120 WYMAN WY	496-170-004-000	1148 LAVANDE DR	482-470-001-000
3017 OCTAVE AV	496-060-019-000	4040 MONTCALM PL	482-470-061-000
2009 PASQUAL DR	459-090-036-000	6040 BARDOLINO PL	482-470-049-000
2211 VILLAGE GREEN DR	490-371-006-000	1609 PARKSIDE WY	482-470-016-000
209 VALENTINO CT	496-190-019-000	2041 MONTAUBAN PL	482-470-066-000
2024 RUSTLER DR	492-190-008-000	4041 MONTCALM PL	482-470-050-000
2056 ASHBURY LN	490-280-033-000	1605 PARKSIDE WY	482-470-015-000
1874 VERRAZONA DR	484-212-023-000	1142 LAVANDE DR	482-470-002-000
9233 SIERRA COLLEGE BL	466-190-025-000	4048 MONTCALM PL	482-470-062-000
9237 SIERRA COLLEGE BL	466-190-026-000	1601 PARKSIDE WY	482-470-014-000
9277 SIERRA COLLEGE BL	466-190-030-000	2049 MONTAUBAN PL	482-470-065-000
9273 SIERRA COLLEGE BL	466-190-031-000	1136 LAVANDE DR	482-470-003-000
141 BOGART CT	496-190-008-000	1597 PARKSIDE WY	482-470-013-000
3040 YOUNGTOWN AV	496-070-025-000	1130 LAVANDE DR	482-470-004-000
3024 WALCOTT WY	455-300-055-000	1593 PARKSIDE WY	482-470-012-000
2009 BOGART WY	496-190-029-000	4056 MONTCALM PL	482-470-063-000
2573 MEAD WY	496-240-042-000	2057 MONTAUBAN PL	482-470-064-000
2380 ANGUS RD	492-170-006-000	1589 PARKSIDE WY	482-470-011-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
3784 MINERS RAVINE DR	455-260-018-000	1124 LAVANDE DR	482-470-005-000
4104 VITTORIO DR	459-080-026-000	1585 PARKSIDE WY	482-470-010-000
2 SOMER RIDGE DR	471-020-036-000	1118 LAVANDE DR	482-470-006-000
3017 OAK TRAIL WY	492-160-003-000	1581 PARKSIDE WY	482-470-009-000
3096 VERWOOD PL	490-372-046-000	1112 LAVANDE DR	482-470-007-000
2040 CATTLEDRIIVE WY	492-150-035-000	1106 LAVANDE DR	482-470-008-000
116 NAPLES PL	459-090-002-000	4208 ECKERSLEY WY	496-292-001-000
1257 PLEASANT GROVE BL	017-410-066-000	4216 ECKERSLEY WY	496-292-002-000
1165 PEORIA WY	496-070-017-000	4224 ECKERSLEY WY	496-292-003-000
508 TEMPE CT	496-080-024-000	4232 ECKERSLEY WY	496-292-004-000
1201 VOLONNE DR	482-450-052-000	4240 ECKERSLEY WY	496-292-005-000
2333 CASTLE PINES WY	496-110-050-000	4256 ECKERSLEY WY	496-292-006-000
1185 VOLONNE DR	482-450-050-000	4264 ECKERSLEY WY	496-292-007-000
319 RIVERSIDE AV	014-141-014-000	4201 ECKERSLEY WY	496-291-023-000
2551 HAYDEN PW	492-010-034-000	4272 ECKERSLEY WY	496-292-008-000
2000 PRAIRIE TOWN WY	492-010-019-000	4280 ECKERSLEY WY	496-292-009-000
2001 PRAIRIE TOWN WY	492-010-018-000	4288 ECKERSLEY WY	496-292-010-000
2151 PRAIRIE TOWN WY	492-010-017-000	4209 ECKERSLEY WY	496-291-022-000
1150 OLD COACH DR	492-010-047-000	4217 ECKERSLEY WY	496-291-021-000
2150 PRAIRIE TOWN WY	492-010-048-000	4296 ECKERSLEY WY	496-292-011-000
4351 CRAWFORD PW	492-010-057-000	4225 ECKERSLEY WY	496-291-020-000
3251 N HAYDEN PW	492-010-077-000	5200 MADDUX WY	496-291-001-000
5208 MAESTRO WY	496-090-057-000	4233 ECKERSLEY WY	496-291-019-000
5572 ENSEMBLE WY	496-090-020-000	4241 ECKERSLEY WY	496-291-018-000
5524 ENSEMBLE WY	496-090-026-000	4304 ECKERSLEY WY	496-292-012-000
2278 LANGTREE DR	490-170-021-000	5208 MADDUX WY	496-291-002-000
1025 PINE LOG PL	490-372-008-000	4249 ECKERSLEY WY	496-291-017-000
4056 VITTORIO DR	459-090-056-000	4257 ECKERSLEY WY	496-291-016-000
1876 OAK CREST DR	456-190-014-000	5216 MADDUX WY	496-291-003-000
408 EARL AV	014-252-003-000	4265 ECKERSLEY WY	496-291-015-000
1409 VOLONNE DR	482-450-072-000	4273 ECKERSLEY WY	496-291-014-000
812 MACHADO LN	472-210-033-000	4281 ECKERSLEY WY	496-291-013-000
2064 PASQUAL DR	459-090-043-000	5224 MADDUX WY	496-291-004-000
3000 LENNON DR	455-300-072-000	4312 ECKERSLEY WY	496-292-013-000
5041 WOOD WY	496-180-033-000	5232 MADDUX WY	496-291-005-000
5549 ENSEMBLE WY	496-090-036-000	5240 MADDUX WY	496-291-006-000
4153 WYMAN WY	496-170-028-000	5201 MADDUX WY	496-301-027-000
3112 VERWOOD PL	490-372-048-000	5256 MADDUX WY	496-291-007-000
3553 MINERS RAVINE DR	456-320-028-000	4320 ECKERSLEY WY	496-292-014-000
3025 YOUNGTOWN AV	496-070-030-000	5264 MADDUX WY	496-291-008-000
4033 SONATA WY	496-060-005-000	5272 MADDUX WY	496-291-009-000
617 SAINT ARMEL PL	482-440-035-000	5209 MADDUX WY	496-301-026-000
3040 LAMAR WY	496-120-018-000	5280 MADDUX WY	496-291-010-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
5121 MAESTRO WY	496-090-016-000	5288 MADDUX WY	496-291-011-000
1296 VOLONNE DR	482-460-005-000	5296 MADDUX WY	496-291-012-000
6088 PARKMINSTER WY	496-220-012-000	5217 MADDUX WY	496-301-025-000
4224 VITTORIO DR	459-080-012-000	4328 ECKERSLEY WY	496-292-015-000
3033 WALCOTT WY	455-300-058-000	5225 MADDUX WY	496-301-024-000
3121 LAMAR WY	496-240-009-000	6488 GARLAND WY	496-301-001-000
1796 VIGNOLIA LP	484-211-005-000	5233 MADDUX WY	496-301-023-000
2901 VISTA GRANDE BL	499-010-011-000	6496 GARLAND WY	496-301-002-000
2801 VISTA GRANDE BL	499-010-016-000	5241 MADDUX WY	496-301-022-000
3250 SANTUCCI BL	499-010-019-000	4336 ECKERSLEY WY	496-302-001-000
1851 VISTA GRANDE BL	499-010-033-000	5249 MADDUX WY	496-301-021-000
2553 PLEASANT GROVE BL	490-300-014-000	6504 GARLAND WY	496-301-003-000
4257 BOB DOYLE DR	490-372-056-000	5257 MADDUX WY	496-301-020-000
4017 JEROME WY	496-080-019-000	5265 MADDUX WY	496-301-019-000
4024 SONATA WY	496-060-023-000	6512 GARLAND WY	496-301-004-000
1989 CAMINO REAL WY	483-363-034-000	4344 ECKERSLEY WY	496-302-002-000
1851 FREEDOM WY	363-020-095-000	5273 MADDUX WY	496-301-018-000
715 SUNRISE AV	470-010-044-000	5281 MADDUX WY	496-301-017-000
145 DIAMOND CREEK PL	482-420-006-000	6520 GARLAND WY	496-301-005-000
165 DIAMOND CREEK PL	482-420-007-000	5289 MADDUX WY	496-301-016-000
135 DIAMOND CREEK PL	482-420-005-000	5297 MADDUX WY	496-301-015-000
1550 PARKSIDE WY	482-420-008-000	6528 GARLAND WY	496-301-006-000
115 DIAMOND CREEK PL	482-420-004-000	6536 GARLAND WY	496-301-007-000
4081 HP WY	017-231-035-000	4352 ECKERSLEY WY	496-302-003-000
4011 HP WY	017-231-038-000	6544 GARLAND WY	496-301-008-000
4021 HP WY	017-231-040-000	6552 GARLAND WY	496-301-009-000
4031 HP WY	017-231-037-000	6560 GARLAND WY	496-301-010-000
8851 CRIMSON RIDGE WY	017-231-027-000	5000 MCCOVEY WY	496-302-019-000
6350 CAMPUS PW	017-231-032-000	6568 GARLAND WY	496-301-011-000
8850 CRIMSON RIDGE WY	017-231-025-000	6576 GARLAND WY	496-301-012-000
4071 HP WY	017-231-036-000	6584 GARLAND WY	496-301-013-000
6100 CAMPUS PW	017-231-030-000	6592 GARLAND WY	496-301-014-000
6300 CAMPUS DR	017-231-031-000	4360 ECKERSLEY WY	496-302-004-000
6120 CAMPUS PW	017-231-029-000	6513 GARLAND WY	496-302-018-000
4091 HP WY	017-231-034-000	5008 MCCOVEY WY	496-302-020-000
8841 CRIMSON RIDGE WY	017-231-028-000	6521 GARLAND WY	496-302-017-000
9030 WOODCREEK OAKS BL	017-231-018-000	6529 GARLAND WY	496-302-016-000
1495 BLUE OAKS BL	017-231-016-000	6537 GARLAND WY	496-302-015-000
1491 BLUE OAKS BL	017-231-017-000	5016 MCCOVEY WY	496-302-021-000
1485 BLUE OAKS BL	017-231-019-000	6545 GARLAND WY	496-302-014-000
1475 BLUE OAKS BL	017-231-020-000	6553 GARLAND WY	496-302-013-000
9014 WOODCREEK OAKS BL	017-231-022-000	6561 GARLAND WY	496-302-012-000
7621 PAINTED DESERT DR	017-231-039-000	6569 GARLAND WY	496-302-011-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
8830 CRIMSON RIDGE WY	017-231-023-000	6577 GARLAND WY	496-302-010-000
4200 HP WY	017-231-026-000	6585 GARLAND WY	496-302-009-000
7951 PAINTED DESERT DR	017-231-021-000	6593 GARLAND WY	496-302-008-000
1024 PATAGONIA WY	496-080-008-000	6601 GARLAND WY	496-302-007-000
1788 VIGNOLIA LP	484-211-004-000	201 GARLAND CT	496-302-006-000
6168 GARLAND WY	496-140-019-000	209 GARLAND CT	496-302-005-000
6161 GARLAND WY	496-140-032-000	5121 PRAIRIE GRASS WY	492-170-026-000
232 REBEL CT	492-140-015-000	200 VALENTINO CT	496-200-004-000
116 BOGART CT	496-190-015-000	148 BOGART CT	496-190-011-000
4177 WYMAN WY	496-130-011-000	117 IVY ST	012-183-008-000
509 YUMA CT	496-040-024-000	2041 PASQUAL DR	459-090-032-000
216 FIG ST	012-134-017-000	5097 PRAIRIE GRASS WY	492-170-023-000
3016 LAMAR WY	496-120-020-000	5072 PRAIRIE GRASS WY	492-170-032-000
1264 VOLONNE DR	482-460-001-000	301 BARRYMORE CT	496-200-005-000
6025 BARNside PL	492-170-041-000	3041 VILLAGE CENTER DR	490-258-010-000
2172 CASTLE PINES WY	496-110-023-000	1361 VOLONNE DR	482-460-028-000
5573 ENSEMBLE WY	496-090-039-000	3065 OAK TRAIL WY	492-160-009-000
5490 PHILLIP RD	017-101-013-000	2381 CASTLE PINES WY	496-110-056-000
1357 PIPER PL	482-431-044-000	5113 PRAIRIE GRASS WY	492-170-025-000
3056 LAMAR WY	496-120-016-000	1033 DENNINGTON PL	490-371-030-000
705 OAK ST	013-163-004-000	4104 WYMAN WY	496-170-006-000
711 OAK ST	013-163-003-000	1764 VIGNOLIA LP	484-211-001-000
2108 CASTLE PINES WY	496-110-031-000	105 VALLEY OAK DR	472-370-032-000
4089 PAYSON AV	496-040-055-000	5080 PRAIRIE GRASS WY	492-170-031-000
3177 LENNON DR	455-300-022-000	217 VALENTINO CT	496-190-020-000
2072 MANNINGTON PL	490-372-021-000	324 BARRYMORE CT	496-200-009-000
3032 LENNON DR	455-300-069-000	3264 VILLAGE CENTER DR	490-371-066-000
1796 PARK OAK DR	456-170-020-000	4064 HAYSTACK WY	492-160-037-000
2052 CAMINO REAL WY	483-361-011-000	5112 PRAIRIE GRASS WY	492-170-027-000
502 DOUGLAS BL	014-102-028-000	4049 SONATA WY	496-060-003-000
8168 FORT COLLINS WY	496-160-011-000	2373 CASTLE PINES WY	496-110-055-000
317 BARRYMORE CT	496-200-007-000	1377 VOLONNE DR	482-460-030-000
1328 VOLONNE DR	482-460-008-000	2474 PLEASANT GROVE BL	490-258-007-000
10577 FAIRWAY DR	357-150-009-000	1104 ROTHBURY LN	490-300-035-000
10553 FAIRWAY DR	357-150-011-000	4321 BOB DOYLE DR	490-371-015-000
10561 FAIRWAY DR	357-150-010-000	5017 STETSON ST	492-180-032-000
10521 FAIRWAY DR	357-150-005-000	4008 HAYSTACK WY	492-160-049-000
10537 FAIRWAY DR	357-150-012-000	2227 VILLAGE GREEN DR	490-371-008-000
5250 PHILLIP RD	017-101-012-000	1129 VOLONNE DR	482-450-044-000
98 VALLEY OAK DR	472-370-019-000	5216 MAESTRO WY	496-090-056-000
5112 WOOD WY	496-130-027-000	1017 SWEET PEA PL	482-431-021-000
210 TAYLOR ST	013-154-019-000	1184 ROTHBURY LN	490-300-018-000
4112 WYMAN WY	496-170-005-000	1160 ROTHBURY LN	490-300-021-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
4137 WYMAN WY	496-170-026-000	2024 HONEY CHURCH PL	490-371-038-000
7072 GREENFORD WY	496-210-035-000	4217 BOB DOYLE DR	490-372-051-000
5168 WOOD WY	496-130-021-000	8184 FORT COLLINS WY	496-160-013-000
3009 LENNON DR	455-300-002-000	2080 CAPRI DR	459-070-052-000
124 BOGART CT	496-190-014-000	3767 COPPERLEAF ST	455-270-003-000
1393 VOLONNE DR	482-450-061-000	2057 PASQUAL DR	459-090-030-000
1129 OLD COACH DR	492-180-040-000	1861 CAMINO REAL WY	483-363-023-000
124 CENTER ST	013-022-047-000	4065 CHUCKWAGON WY	492-190-006-000
8289 FORT COLLINS WY	496-150-011-000	510 LINCOLN ST	011-147-014-000
2008 ABBY GATE DR	490-290-005-000	4008 SONATA WY	496-060-021-000
2073 PASQUAL DR	459-090-028-000	329½ B ST	014-033-024-000
7017 ROMA WY	459-080-055-000	114 VALLEY OAK DR	472-370-027-000
2032 MANNINGTON PL	490-372-016-000	1400 WINDING CREEK RD	485-080-003-000
8101 WASHINGTON BL	017-410-025-000	1601 WINDING CREEK RD	485-090-005-000
8150 INDUSTRIAL AV	017-410-024-000	1001 WINDING CREEK RD	017-250-058-000
3137 LAMAR WY	496-240-007-000	1401 WINDING CREEK RD	485-090-004-000
1837 CAMINO REAL WY	483-363-022-000	1300 WINDING CREEK RD	485-080-004-000
6217 GARLAND WY	496-190-025-000	1100 WINDING CREEK RD	485-090-002-000
124 HORNBY CT	490-350-045-000	1200 WINDING CREEK RD	485-090-001-000
7177 CASTLE ROCK WY	496-160-020-000	1600 WINDING CREEK RD	485-080-001-000
125 NAPLES PL	459-090-005-000	1500 WINDING CREEK RD	485-080-002-000
3024 CHANDLER AV	496-040-030-000	1101 WINDING CREEK RD	485-090-003-000
2105 PASQUAL DR	459-090-024-000	5065 WOOD WY	496-180-036-000
6249 GARLAND WY	496-200-019-000	2368 FLAGSTAFF WY	496-040-079-000
8465 WASHINGTON BL	360-070-007-000	4000 JEROME WY	496-080-031-000
8469 INDUSTRIAL AV	360-070-006-000	3000 OAK TRAIL WY	492-160-024-000
8457 WASHINGTON BL	360-070-008-000	1100 LONDON PL	482-431-024-000
1741 FREEDOM WY	363-020-092-000	217 PADUA PL	459-090-014-000
1720 FREEDOM WY	363-020-093-000	1108 LONDON PL	482-431-025-000
4145 WEATHERVANE WY	492-130-042-000	4225 VITTORIO DR	459-080-067-000
2116 CASTLE PINES WY	496-110-030-000	1001 PINE LOG PL	490-372-011-000
133 BOGART CT	496-190-007-000	7129 CASTLE ROCK WY	496-160-026-000
3056 LENNON DR	455-300-066-000	1180 PEORIA WY	496-070-011-000
6056 PARKMINSTER WY	496-220-016-000	200 PADUA PL	459-090-012-000
1851 E ROSEVILLE PW	468-010-044-000	3008 MERCATO WY	459-070-036-000
200 GIBSON DR	361-230-010-000	5509 ENSEMBLE WY	496-090-031-000
1996 CAMINO REAL WY	483-361-016-000	1392 VOLONNE DR	482-450-062-000
4048 HAYSTACK WY	492-160-051-000	6129 PARKMINSTER WY	496-220-037-000
5008 RECITAL WY	496-060-039-000	2017 CAPRI DR	459-070-040-000
5009 WOOD WY	496-180-029-000	3048 OAK TRAIL WY	492-160-018-000
1866 VERRAZONA DR	484-212-024-000	3017 YOUNGTOWN AV	496-070-031-000
5224 MAESTRO WY	496-090-055-000	1009 DENNINGTON PL	490-371-033-000
1820 VIGNOLIA LP	484-211-008-000	3041 YOUNGTOWN AV	496-070-028-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1573 AVANTI DR	459-070-008-000	4241 BOB DOYLE DR	490-372-054-000
123 CIRCUIT DR	012-152-022-000	2284 CASTLE PINES WY	496-110-009-000
2000 MANNINGTON PL	490-372-012-000	4072 VITTORIO DR	459-080-029-000
823 CIRBY WY	471-010-003-000	2032 CATTLEDRIE WY	492-150-036-000
823 CIRBY WY	471-010-006-000	3088 LAMAR WY	496-120-013-000
823 CIRBY WY	471-010-009-000	4120 VITTORIO DR	459-080-024-000
4305 BOB DOYLE DR	490-371-013-000	3561 MINERS RAVINE DR	456-320-029-000
1033 PATAGONIA WY	496-080-014-000	2080 CATTLEDRIE WY	492-150-030-000
2056 MANNINGTON PL	490-372-019-000	1173 PEORIA WY	496-070-016-000
4101 HP WY	017-231-033-000	1057 DENNINGTON PL	490-371-027-000
4301 HP WY	017-231-024-000	500 YUMA CT	496-040-017-000
5089 WOOD WY	496-140-002-000	3025 CHANDLER AV	496-040-035-000
1100 PARIS DR	482-431-007-000	1280 VOLONNE DR	482-460-003-000
5064 WOOD WY	496-170-014-000	1914 VERRAZONA DR	484-212-018-000
525 YUMA CT	496-040-022-000	5541 ENSEMBLE WY	496-090-035-000
4201 BOB DOYLE DR	490-372-049-000	3080 LAMAR WY	496-120-014-000
5065 PRAIRIE GRASS WY	492-170-058-000	3001 OAK TRAIL WY	492-160-001-000
4233 BOB DOYLE DR	490-372-053-000	3000 LAMAR WY	496-120-022-000
1565 AVANTI DR	459-070-007-000	4176 VITTORIO DR	459-080-018-000
1605 AVANTI DR	459-070-012-000	426 FIFTH ST	014-041-016-000
262 ELM ST	012-132-047-000	3193 VILLAGE PLAZA DR	490-372-006-000
2557 MEAD WY	496-120-030-000	2357 CASTLE PINES WY	496-110-053-000
4209 BOB DOYLE DR	490-372-050-000	2489 PLEASANT GROVE BL	490-300-029-000
8313 FORT COLLINS WY	496-150-008-000	5137 MAESTRO WY	496-090-018-000
7097 GREENFORD WY	496-210-015-000	2016 HONEY CHURCH PL	490-371-037-000
1812 PARK OAK DR	456-170-018-000	2025 PASQUAL DR	459-090-034-000
404 RIVERSIDE AV	014-033-029-000	3329 WELTON CI	496-050-001-000
3801 COUNTRY CLUB DR	017-380-013-000	3305 WELTON CI	496-050-004-000
1900 BLUE OAKS BL	017-117-087-000	3297 WELTON CI	496-050-005-000
4216 VITTORIO DR	459-080-013-000	3289 WELTON CI	496-050-006-000
6152 GARLAND WY	496-140-021-000	3281 WELTON CI	496-050-007-000
4137 WEATHERVANE WY	492-130-043-000	3273 WELTON CI	496-050-008-000
2016 MANNINGTON PL	490-372-014-000	3265 WELTON CI	496-050-009-000
1118 CHURCH ST	012-185-012-000	3257 WELTON CI	496-050-010-000
6001 OPERA WY	496-060-047-000	3243 WELTON CI	496-050-011-000
173 LOST OAK CT	456-160-014-000	300 WELTON CT	496-050-012-000
1845 CAMINO REAL WY	483-363-025-000	308 WELTON CT	496-050-013-000
4121 WYMAN WY	496-170-024-000	316 WELTON CT	496-050-014-000
201 PADUA PL	459-090-016-000	317 WELTON CT	496-050-015-000
7137 CASTLE ROCK WY	496-160-025-000	309 WELTON CT	496-050-016-000
2032 PASQUAL DR	459-090-042-000	301 WELTON CT	496-050-017-000
1313 VOLONNE DR	482-460-022-000	3312 WELTON CI	496-050-018-000
5000 PHILLIP RD	017-101-014-000	3320 WELTON CI	496-050-019-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
4217 VITTORIO DR	459-080-068-000	3328 WELTON CI	496-050-020-000
3032 OAK TRAIL WY	492-160-020-000	3336 WELTON CI	496-050-021-000
5073 PRAIRIE GRASS WY	492-170-059-000	3344 WELTON CI	496-050-022-000
138 MAIN ST	011-146-019-000	3000 WELTON CI	496-050-023-000
140 MAIN ST	011-146-018-000	3008 WELTON CI	496-050-024-000
304 WASHINGTON BL	011-145-005-000	3192 WELTON CI	496-050-025-000
133 CHURCH ST	012-200-001-000	3200 WELTON CI	496-050-026-000
123 LINDA DR	013-101-014-000	3208 WELTON CI	496-050-027-000
7400 GALILEE RD	017-410-019-000	3216 WELTON CI	496-050-028-000
7250 GALILEE RD	017-410-070-000	3224 WELTON CI	496-050-029-000
7300 GALILEE RD	017-410-020-000	3232 WELTON CI	496-050-030-000
8025 INDUSTRIAL AV	017-410-068-000	3225 WELTON CI	496-050-032-000
4141 BRICK MASON CI	492-010-029-000	3215 WELTON CI	496-050-033-000
2800 WESTBROOK BL	496-020-032-000	3240 WELTON CI	496-050-031-000
2900 WESTBROOK BL	496-020-031-000	3001 WELTON CI	496-050-035-000
4000 SOLAIRE DR	496-100-004-000	3009 WELTON CI	496-050-036-000
3051 VISTA GRANDE BL	499-010-010-000	3017 WELTON CI	496-050-037-000
5041 PRAIRIE GRASS WY	492-170-016-000	3025 WELTON CI	496-050-038-000
1017 PINE LOG PL	490-372-009-000	3033 WELTON CI	496-050-039-000
8901 FOOTHILLS BL	017-232-006-000	3041 WELTON CI	496-050-040-000
8701 FOOTHILLS BL	017-232-005-000	3049 WELTON CI	496-050-041-000
8801 FOOTHILLS BL	017-232-007-000	3057 WELTON CI	496-050-042-000
5121 WOOD WY	496-140-006-000	3065 WELTON CI	496-050-043-000
3025 LAMAR WY	496-120-004-000	3073 WELTON CI	496-050-044-000
3185 LENNON DR	455-300-023-000	3081 WELTON CI	496-050-045-000
6016 GARLAND WY	496-180-026-000	3089 WELTON CI	496-050-046-000
5144 WOOD WY	496-130-024-000	3097 WELTON CI	496-050-047-000
3137 LENNON DR	455-300-017-000	3105 WELTON CI	496-050-048-000
609 SAINT ARMEL PL	482-440-034-000	3113 WELTON CI	496-050-049-000
2148 CASTLE PINES WY	496-110-026-000	3121 WELTON CI	496-050-050-000
1172 PEORIA WY	496-070-010-000	3129 WELTON CI	496-050-051-000
3040 VERWOOD PL	490-372-039-000	3184 WELTON CI	496-050-059-000
923 LAWTON AV	015-080-045-000	3176 WELTON CI	496-050-060-000
1128 ROTHBURY LN	490-300-025-000	3168 WELTON CI	496-050-061-000
2149 CASTLE PINES WY	496-110-039-000	3160 WELTON CI	496-050-062-000
2008 PASQUAL DR	459-090-039-000	3152 WELTON CI	496-050-063-000
6048 OPERA WY	496-060-054-000	3144 WELTON CI	496-050-064-000
1329 VOLONNE DR	482-460-024-000	3136 WELTON CI	496-050-065-000
101 BRIARTHORNE CT	492-130-050-000	3064 WELTON CI	496-050-066-000
4168 WYMAN WY	496-130-008-000	3056 WELTON CI	496-050-067-000
1035 ROSEVILLE PW	363-011-047-000	3048 WELTON CI	496-050-068-000
270 GIBSON DR	363-011-014-000	3040 WELTON CI	496-050-069-000
250 CONFERENCE CENTER DR	363-011-013-000	3032 WELTON CI	496-050-070-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1320 GRAND JUNCTION WY	496-120-041-000	3024 WELTON CI	496-050-071-000
1717 CAMINO REAL WY	483-363-015-000	3016 WELTON CI	496-050-072-000
6104 PARKMINSTER WY	496-220-010-000	2289 STANSFIELD DR	496-040-001-000
8216 FORT COLLINS WY	496-160-017-000	2281 STANSFIELD DR	496-040-002-000
2556 MEAD WY	496-120-031-000	2273 STANSFIELD DR	496-040-003-000
5096 WOOD WY	496-130-029-000	2265 STANSFIELD DR	496-040-004-000
1117 LONDON PL	482-431-029-000	2257 STANSFIELD DR	496-040-005-000
401 HOLBROOK CT	496-040-069-000	2249 STANSFIELD DR	496-040-006-000
216 SUMMER BREEZE CT	456-310-013-000	2241 STANSFIELD DR	496-040-007-000
4009 HAYSTACK WY	492-160-026-000	2233 STANSFIELD DR	496-040-008-000
3065 LENNON DR	455-300-008-000	2225 STANSFIELD DR	496-040-009-000
1257 VOLONNE DR	482-460-015-000	2208 STANSFIELD DR	496-040-014-000
1249 VOLONNE DR	482-460-014-000	2224 STANSFIELD DR	496-040-016-000
3545 MINERS RAVINE DR	456-320-027-000	501 YUMA CT	496-040-025-000
3040 WALCOTT WY	455-300-053-000	2272 STANSFIELD DR	496-040-026-000
1136 ROTHBURY LN	490-300-024-000	2280 STANSFIELD DR	496-040-027-000
1853 DELLA VERONA DR	484-190-053-000	2288 STANSFIELD DR	496-040-028-000
1847 VERRAZONA DR	484-200-036-000	3009 CHANDLER AV	496-040-037-000
1846 VERRAZONA DR	484-200-037-000	2305 FLAGSTAFF WY	496-040-039-000
1272 VOLONNE DR	482-460-002-000	2313 FLAGSTAFF WY	496-040-040-000
1676 AVANTI DR	459-070-043-000	2321 FLAGSTAFF WY	496-040-041-000
4104 PAYSON AV	496-040-056-000	2329 FLAGSTAFF WY	496-040-042-000
2072 CATTLEDRIE WY	492-150-031-000	2337 FLAGSTAFF WY	496-040-043-000
246 FIG ST	012-134-031-000	2345 FLAGSTAFF WY	496-040-044-000
9001 WASHINGTON BL	017-123-085-000	2369 FLAGSTAFF WY	496-040-047-000
5000 BASELINE RD	498-010-020-000	2377 FLAGSTAFF WY	496-040-048-000
5200 BASELINE RD	498-010-019-000	2385 FLAGSTAFF WY	496-040-049-000
5400 BASELINE RD	498-010-015-000	4088 PAYSON AV	496-040-058-000
4221 MARKET	498-010-017-000	2408 FLAGSTAFF WY	496-040-074-000
4040 PAYSON AV	496-040-064-000	2392 FLAGSTAFF WY	496-040-076-000
1305 VOLONNE DR	482-460-021-000	2376 FLAGSTAFF WY	496-040-078-000
4017 HAYSTACK WY	492-160-027-000	2312 FLAGSTAFF WY	496-040-083-000
1021 CIRBY WY	471-190-046-000	2328 FLAGSTAFF WY	496-040-081-000
2033 PASQUAL DR	459-090-033-000	2320 FLAGSTAFF WY	496-040-082-000
316 BARRYMORE CT	496-200-010-000	2209 STANSFIELD DR	496-040-011-000
2149 CAMINO REAL WY	483-363-049-000	1100 PEORIA WY	496-070-001-000
1057 PATAGONIA WY	496-080-017-000	1108 PEORIA WY	496-070-002-000
3024 OAK TRAIL WY	492-160-021-000	1116 PEORIA WY	496-070-003-000
509 OAK RAVINE CT	456-190-003-000	1124 PEORIA WY	496-070-004-000
3017 LAMAR WY	496-120-003-000	1132 PEORIA WY	496-070-005-000
5200 MAESTRO WY	496-090-058-000	1140 PEORIA WY	496-070-006-000
1193 VOLONNE DR	482-450-051-000	1148 PEORIA WY	496-070-007-000
3008 GOODNIGHT TRAIL DR	492-200-011-000	1156 PEORIA WY	496-070-008-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
209 PADUA PL	459-090-015-000	1141 PEORIA WY	496-070-020-000
2268 CASTLE PINES WY	496-110-011-000	3008 YOUNGTOWN AV	496-070-021-000
1328 GRAND JUNCTION WY	496-120-042-000	3016 YOUNGTOWN AV	496-070-022-000
2040 ABBY GATE DR	490-290-009-000	1080 PATAGONIA WY	496-080-001-000
9032 HAVERING DR	496-210-018-000	1072 PATAGONIA WY	496-080-002-000
6225 GARLAND WY	496-190-026-000	1064 PATAGONIA WY	496-080-003-000
2133 CASTLE PINES WY	496-110-037-000	1056 PATAGONIA WY	496-080-004-000
305 CAMPO ST	011-182-010-000	1048 PATAGONIA WY	496-080-005-000
4072 HAYSTACK WY	492-160-036-000	1040 PATAGONIA WY	496-080-006-000
103 VALLEY OAK DR	472-370-033-000	1032 PATAGONIA WY	496-080-007-000
8225 FORT COLLINS WY	496-160-007-000	4024 JEROME WY	496-080-028-000
5000 RECITAL WY	496-060-025-000	8049 FORT COLLINS WY	496-230-052-000
141 BIRCH ST	012-144-005-000	8057 FORT COLLINS WY	496-230-051-000
7100 GALILEE RD	017-410-085-000	8065 FORT COLLINS WY	496-230-050-000
4041 SONATA WY	496-060-004-000	8073 FORT COLLINS WY	496-230-049-000
4701 FIDDYMENT RD	492-010-031-000	8081 FORT COLLINS WY	496-230-048-000
4112 WEATHERVANE WY	492-130-033-000	8089 FORT COLLINS WY	496-230-047-000
5533 ENSEMBLE WY	496-090-034-000	8097 FORT COLLINS WY	496-230-046-000
120 DIAMOND CREEK PL	482-420-002-000	8105 FORT COLLINS WY	496-230-045-000
1432 VOLONNE DR	482-450-064-000	8113 FORT COLLINS WY	496-230-044-000
3064 VERWOOD PL	490-372-042-000	8017 FORT COLLINS WY	496-230-054-000
3009 OAK TRAIL WY	492-160-002-000	8040 FORT COLLINS WY	496-230-028-000
2012 CAMINO REAL WY	483-361-018-000	8048 FORT COLLINS WY	496-230-029-000
116 GERRARD CT	455-260-022-000	8056 FORT COLLINS WY	496-230-030-000
1224 MANDY PL	482-431-035-000	8064 FORT COLLINS WY	496-230-031-000
1525 AVANTI DR	459-070-003-000	8072 FORT COLLINS WY	496-230-032-000
1370 BLUE OAKS BL	017-250-032-000	8080 FORT COLLINS WY	496-230-033-000
1828 VIGNOLIA LP	484-211-009-000	8009 FORT COLLINS WY	496-230-055-000
5008 STETSON ST	492-180-036-000	8088 FORT COLLINS WY	496-230-034-000
5540 ENSEMBLE WY	496-090-024-000	8096 FORT COLLINS WY	496-230-035-000
1901 PFE RD	473-100-030-000	8104 FORT COLLINS WY	496-230-036-000
3049 LENNON DR	455-300-007-000	8112 FORT COLLINS WY	496-230-037-000
2025 CAPRI DR	459-070-041-000	8120 FORT COLLINS WY	496-230-038-000
216 VALENTINO CT	496-200-002-000	8001 FORT COLLINS WY	496-230-056-000
4241 WYMAN WY	496-130-019-000	7025 CASTLE ROCK WY	496-230-025-000
2497 PLEASANT GROVE BL	490-300-028-000	7017 CASTLE ROCK WY	496-230-026-000
2349 CASTLE PINES WY	496-110-052-000	8128 FORT COLLINS WY	496-230-039-000
6024 BARNSIDE PL	492-170-034-000	7033 CASTLE ROCK WY	496-230-024-000
1859 VERRAZONA DR	484-213-001-000	7009 CASTLE ROCK WY	496-230-027-000
2041 MANNINGTON PL	490-372-028-000	7041 CASTLE ROCK WY	496-230-023-000
240 CONFERENCE CENTER DR	361-230-002-000	7049 CASTLE ROCK WY	496-230-022-000
600 KINDRED LN	014-263-042-000	8136 FORT COLLINS WY	496-230-040-000
600 KINDRED LN	014-263-045-000	7057 CASTLE ROCK WY	496-230-021-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
5089 PRAIRIE GRASS WY	492-170-022-000	8144 FORT COLLINS WY	496-230-041-000
1882 VERRAZONA DR	484-212-022-000	7065 CASTLE ROCK WY	496-230-020-000
325 BARRYMORE CT	496-200-008-000	7073 CASTLE ROCK WY	496-230-019-000
1891 VERRAZONA DR	484-213-005-000	8152 FORT COLLINS WY	496-230-042-000
1228 VISTA VERDE DR	492-200-017-000	7081 CASTLE ROCK WY	496-230-018-000
7540 ASTAIRE WY	496-200-015-000	7089 CASTLE ROCK WY	496-230-017-000
208 REBEL CT	492-140-018-000	8160 FORT COLLINS WY	496-230-043-000
3193 LENNON DR	455-300-024-000	7097 CASTLE ROCK WY	496-230-016-000
101 LENNON CT	455-300-025-000	7105 CASTLE ROCK WY	496-230-015-000
3113 LENNON DR	455-300-014-000	7113 CASTLE ROCK WY	496-230-014-000
109 LENNON CT	455-300-026-000	7121 CASTLE ROCK WY	496-230-013-000
117 LENNON CT	455-300-027-000	7080 CASTLE ROCK WY	496-230-009-000
125 LENNON CT	455-300-028-000	3017 TELLURIDE WY	496-230-010-000
2957 LAMPARD WY	455-300-045-000	3009 TELLURIDE WY	496-230-011-000
2949 LAMPARD WY	455-300-044-000	8025 FORT COLLINS WY	496-230-053-000
2941 LAMPARD WY	455-300-043-000	3001 TELLURIDE WY	496-230-012-000
2933 LAMPARD WY	455-300-042-000	7040 CASTLE ROCK WY	496-230-004-000
201 VANNEY CT	455-300-029-000	7024 CASTLE ROCK WY	496-230-002-000
225 VANNEY CT	455-300-032-000	7008 CASTLE ROCK WY	496-230-001-000
209 VANNEY CT	455-300-030-000	7032 CASTLE ROCK WY	496-230-003-000
217 VANNEY CT	455-300-031-000	7048 CASTLE ROCK WY	496-230-005-000
233 VANNEY CT	455-300-033-000	7056 CASTLE ROCK WY	496-230-006-000
2925 LAMPARD WY	455-300-041-000	7064 CASTLE ROCK WY	496-230-007-000
3064 WALCOTT WY	455-300-050-000	7072 CASTLE ROCK WY	496-230-008-000
2917 LAMPARD WY	455-300-040-000	4451 BROOKSTONE DR	496-020-016-000
2909 LAMPARD WY	455-300-039-000	4008 MORRISON WY	496-270-001-000
200 VANNEY CT	455-300-037-000	4001 MORRISON WY	496-270-019-000
208 VANNEY CT	455-300-036-000	5000 FOXFIELD WY	496-270-020-000
216 VANNEY CT	455-300-035-000	4016 MORRISON WY	496-270-002-000
224 VANNEY CT	455-300-034-000	4009 MORRISON WY	496-270-018-000
2901 LAMPARD WY	455-300-038-000	5008 FOXFIELD WY	496-270-021-000
3001 BEARDSLEY WY	455-290-026-000	4024 MORRISON WY	496-270-003-000
3000 BEARDSLEY WY	455-290-025-000	6368 GARLAND WY	496-270-037-000
3009 BEARDSLEY WY	455-290-027-000	4017 MORRISON WY	496-270-017-000
3000 DEMPSEY DR	455-290-013-000	5016 FOXFIELD WY	496-270-022-000
3008 DEMPSEY DR	455-290-012-000	4032 MORRISON WY	496-270-004-000
3001 DEMPSEY DR	455-290-014-000	6376 GARLAND WY	496-270-038-000
3016 BEARDSLEY WY	455-290-024-000	4025 MORRISON WY	496-270-016-000
3017 BEARDSLEY WY	455-290-028-000	4040 MORRISON WY	496-270-005-000
3016 DEMPSEY DR	455-290-011-000	5024 FOXFIELD WY	496-270-023-000
3009 DEMPSEY DR	455-290-015-000	6384 GARLAND WY	496-270-039-000
3022 BEARDSLEY WY	455-290-023-000	4033 MORRISON WY	496-270-015-000
3017 DEMPSEY DR	455-290-016-000	6377 GARLAND WY	496-270-046-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
3025 BEARDSLEY WY	455-290-029-000	4048 MORRISON WY	496-270-006-000
3024 DEMPSEY DR	455-290-010-000	5032 FOXFIELD WY	496-270-024-000
3040 BEARDSLEY WY	455-290-022-000	4041 MORRISON WY	496-270-014-000
3777 MINERS RAVINE DR	455-260-010-000	6392 GARLAND WY	496-270-040-000
3032 DEMPSEY DR	455-290-009-000	4056 MORRISON WY	496-270-007-000
3025 DEMPSEY DR	455-290-017-000	6385 GARLAND WY	496-270-045-000
3033 BEARDSLEY WY	455-290-030-000	5040 FOXFIELD WY	496-270-025-000
3048 BEARDSLEY WY	455-290-021-000	4064 MORRISON WY	496-270-008-000
3769 MINERS RAVINE DR	455-260-009-000	4049 MORRISON WY	496-270-013-000
3761 MINERS RAVINE DR	455-260-008-000	6400 GARLAND WY	496-270-041-000
3041 BEARDSLEY WY	455-290-031-000	5048 FOXFIELD WY	496-270-026-000
3056 BEARDSLEY WY	455-290-020-000	4072 MORRISON WY	496-270-009-000
3033 DEMPSEY DR	455-290-018-000	4057 MORRISON WY	496-270-012-000
3753 MINERS RAVINE DR	455-260-007-000	5064 FOXFIELD WY	496-270-027-000
3745 MINERS RAVINE DR	455-260-006-000	6408 GARLAND WY	496-270-042-000
3049 BEARDSLEY WY	455-290-032-000	6393 GARLAND WY	496-270-044-000
3064 BEARDSLEY WY	455-290-019-000	4065 MORRISON WY	496-270-011-000
3737 MINERS RAVINE DR	455-260-005-000	5072 FOXFIELD WY	496-270-028-000
3057 BEARDSLEY WY	455-290-033-000	7676 MT EVANS WY	496-280-028-000
101 DEMPSEY CT	455-290-034-000	6416 GARLAND WY	496-270-043-000
3048 DEMPSEY DR	455-290-008-000	6401 GARLAND WY	496-280-027-000
3056 DEMPSEY DR	455-290-007-000	4073 MORRISON WY	496-270-010-000
3072 DEMPSEY DR	455-290-005-000	5080 FOXFIELD WY	496-280-002-000
3064 DEMPSEY DR	455-290-006-000	7692 MT EVANS WY	496-280-029-000
100 DEMPSEY CT	455-290-004-000	7677 MT EVANS WY	496-280-055-000
108 DEMPSEY CT	455-290-003-000	6424 GARLAND WY	496-280-012-000
116 DEMPSEY CT	455-290-002-000	6409 GARLAND WY	496-280-026-000
188 DEMPSEY CT	455-280-001-000	4081 MORRISON WY	496-280-001-000
124 DEMPSEY CT	455-290-001-000	5088 FOXFIELD WY	496-280-003-000
180 DEMPSEY CT	455-280-002-000	7700 MT EVANS WY	496-280-030-000
132 DEMPSEY CT	455-280-008-000	6432 GARLAND WY	496-280-013-000
172 DEMPSEY CT	455-280-003-000	7685 MT EVANS WY	496-280-054-000
140 DEMPSEY CT	455-280-007-000	6417 GARLAND WY	496-280-025-000
164 DEMPSEY CT	455-280-004-000	5096 FOXFIELD WY	496-280-004-000
156 DEMPSEY CT	455-280-005-000	5104 FOXFIELD WY	496-280-005-000
148 DEMPSEY CT	455-280-006-000	7708 MT EVANS WY	496-280-031-000
3785 MINERS RAVINE DR	455-260-011-000	6440 GARLAND WY	496-280-014-000
3849 MINERS RAVINE DR	455-332-029-000	6425 GARLAND WY	496-280-024-000
3845 MINERS RAVINE DR	455-332-030-000	7693 MT EVANS WY	496-280-053-000
3841 MINERS RAVINE DR	455-332-031-000	6448 GARLAND WY	496-280-015-000
3837 MINERS RAVINE DR	455-332-032-000	7716 MT EVANS WY	496-280-032-000
131 HUDDLESTONE CI	455-331-002-000	6433 GARLAND WY	496-280-023-000
3829 MINERS RAVINE DR	455-332-034-000	7701 MT EVANS WY	496-280-052-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
3833 MINERS RAVINE DR	455-332-033-000	6456 GARLAND WY	496-280-016-000
216 ROCHDALE ST	455-332-009-000	7724 MT EVANS WY	496-280-033-000
129 HUDDLESTONE CI	455-331-001-000	6441 GARLAND WY	496-280-022-000
123 HUDDLESTONE CI	455-331-003-000	7709 MT EVANS WY	496-280-051-000
214 ROCHDALE ST	455-332-008-000	6464 GARLAND WY	496-280-017-000
3825 MINERS RAVINE DR	455-332-035-000	7732 MT EVANS WY	496-280-034-000
125 HUDDLESTONE CI	455-331-004-000	6449 GARLAND WY	496-280-021-000
127 HUDDLESTONE CI	455-331-005-000	7717 MT EVANS WY	496-280-050-000
210 ROCHDALE ST	455-332-006-000	6472 GARLAND WY	496-280-018-000
3821 MINERS RAVINE DR	455-332-036-000	7740 MT EVANS WY	496-280-035-000
218 ROCHDALE ST	455-332-010-000	6457 GARLAND WY	496-280-020-000
3817 MINERS RAVINE DR	455-332-037-000	7725 MT EVANS WY	496-280-049-000
130 HUDDLESTONE CI	455-332-028-000	6480 GARLAND WY	496-280-019-000
3813 MINERS RAVINE DR	455-332-038-000	7748 MT EVANS WY	496-280-036-000
212 ROCHDALE ST	455-332-007-000	3001 MEEKER WY	496-280-040-000
220 ROCHDALE ST	455-332-011-000	7733 MT EVANS WY	496-280-048-000
3809 MINERS RAVINE DR	455-332-039-000	7756 MT EVANS WY	496-280-037-000
204 ROCHDALE ST	455-332-003-000	3009 MEEKER WY	496-280-039-000
126 HUDDLESTONE CI	455-332-027-000	7741 MT EVANS WY	496-280-047-000
3805 MINERS RAVINE DR	455-332-040-000	3017 MEEKER WY	496-280-038-000
208 ROCHDALE ST	455-332-005-000	7749 MT EVANS WY	496-280-046-000
121 HUDDLESTONE CI	455-331-008-000	7757 MT EVANS WY	496-280-045-000
222 ROCHDALE ST	455-332-012-000	7765 MT EVANS WY	496-280-044-000
202 ROCHDALE ST	455-332-002-000	7773 MT EVANS WY	496-280-043-000
206 ROCHDALE ST	455-332-004-000	7781 MT EVANS WY	496-280-042-000
119 HUDDLESTONE CI	455-331-007-000	7789 MT EVANS WY	496-280-041-000
3801 MINERS RAVINE DR	455-332-041-000	2217 STANSFIELD DR	496-040-010-000
111 HUDDLESTONE CI	455-331-009-000	7128 GREENFORD WY	496-210-028-000
117 HUDDLESTONE CI	455-331-006-000	1865 DELLA VERONA DR	484-190-031-000
122 HUDDLESTONE CI	455-332-026-000	3537 MINERS RAVINE DR	456-320-026-000
200 ROCHDALE ST	455-332-001-000	4016 HAYSTACK WY	492-160-043-000
224 ROCHDALE ST	455-332-013-000	5701 FIVE STAR BL	356-010-002-000
211 ROCHDALE ST	455-333-016-000	6041 GARLAND WY	496-180-013-000
209 ROCHDALE ST	455-333-017-000	4209 WYMAN WY	496-130-015-000
118 HUDDLESTONE CI	455-332-025-000	309 VALLEJO AV	015-080-019-000
215 ROCHDALE ST	455-333-014-000	2500 MEAD WY	496-120-036-000
207 ROCHDALE ST	455-333-018-000	3025 GOODNIGHT TRAIL DR	492-200-014-000
1 HUDDLESTONE CI	455-334-007-000	2016 PASQUAL DR	459-090-040-000
205 ROCHDALE ST	455-333-019-000	4185 VITTORIO DR	459-080-072-000
113 HUDDLESTONE CI	455-331-010-000	2064 CATTLEDRIIVE WY	492-150-032-000
3793 MINERS RAVINE DR	455-334-011-000	508 YUMA CT	496-040-018-000
203 ROCHDALE ST	455-333-020-000	3792 MINERS RAVINE DR	455-260-019-000
226 ROCHDALE ST	455-332-014-000	2173 CASTLE PINES WY	496-110-042-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
115 HUDDLESTONE CI	455-331-011-000	208 PADUA PL	459-090-011-000
114 HUDDLESTONE CI	455-332-024-000	11 WHYTE AV	471-050-007-000
14 HUDDLESTONE CI	455-333-001-000	364 LASSO CT	492-140-028-000
228 ROCHDALE ST	455-332-015-000	5104 WOOD WY	496-130-028-000
3789 MINERS RAVINE DR	455-334-010-000	3017 CHANDLER AV	496-040-036-000
213 ROCHDALE ST	455-333-015-000	2365 CASTLE PINES WY	496-110-054-000
5 HUDDLESTONE CI	455-334-009-000	5032 RECITAL WY	496-060-042-000
201 ROCHDALE ST	455-333-021-000	6128 PARKMINSTER WY	496-220-007-000
109 HUDDLESTONE CI	455-331-014-000	420 CLINTON AV	014-251-019-000
107 HUDDLESTONE CI	455-331-013-000	3072 LAMAR WY	496-120-015-000
217 ROCHDALE ST	455-333-013-000	1109 PARIS DR	482-432-019-000
18 HUDDLESTONE CI	455-333-002-000	1072 PROVENCE VILLAGE DR	482-432-003-000
110 HUDDLESTONE CI	455-332-023-000	1101 WIND PL	482-431-066-000
105 HUDDLESTONE CI	455-331-012-000	1116 PARIS DR	482-431-009-000
3 HUDDLESTONE CI	455-334-008-000	1001 TERESA PL	482-431-015-000
101 HUDDLESTONE CI	455-331-016-000	1009 TERESA PL	482-431-014-000
230 ROCHDALE ST	455-332-016-000	1016 TERESA PL	482-431-067-000
219 ROCHDALE ST	455-333-012-000	1017 TERESA PL	482-431-013-000
103 HUDDLESTONE CI	455-331-017-000	1272 LAVANDE DR	482-431-011-000
11 HUDDLESTONE CI	455-334-006-000	1109 WIND PL	482-431-065-000
221 ROCHDALE ST	455-333-011-000	1117 WIND PL	482-431-064-000
22 HUDDLESTONE CI	455-333-003-000	1256 LAVANDE DR	482-431-008-000
106 HUDDLESTONE CI	455-332-022-000	1108 PARIS DR	482-431-010-000
231 ROCHDALE ST	455-333-006-000	1096 PROVENCE VILLAGE DR	482-432-006-000
9 HUDDLESTONE CI	455-334-005-000	1088 PROVENCE VILLAGE DR	482-432-005-000
99 HUDDLESTONE CI	455-331-015-000	1080 PROVENCE VILLAGE DR	482-432-004-000
229 ROCHDALE ST	455-333-007-000	1104 PROVENCE VILLAGE DR	482-432-007-000
15 HUDDLESTONE CI	455-334-002-000	1117 PARIS DR	482-432-018-000
227 ROCHDALE ST	455-333-008-000	1125 PARIS DR	482-432-017-000
232 ROCHDALE ST	455-332-017-000	1240 LAVANDE DR	482-432-016-000
225 ROCHDALE ST	455-333-009-000	1301 DURANCE PL	482-432-011-000
17 HUDDLESTONE CI	455-334-003-000	1208 TURIN PL	482-432-015-000
102 HUDDLESTONE CI	455-332-021-000	1216 TURIN PL	482-432-014-000
13 HUDDLESTONE CI	455-334-001-000	1309 DURANCE PL	482-432-012-000
7 HUDDLESTONE CI	455-334-004-000	1317 DURANCE PL	482-432-013-000
223 ROCHDALE ST	455-333-010-000	1224 LAVANDE DR	482-432-010-000
234 ROCHDALE ST	455-332-018-000	1216 LAVANDE DR	482-432-009-000
97 HUDDLESTONE CI	455-331-020-000	1208 LAVANDE DR	482-432-008-000
233 ROCHDALE ST	455-280-064-000	2000 PASQUAL DR	459-090-038-000
26 HUDDLESTONE CI	455-333-004-000	486 ROSEVILLE RD	472-050-014-000
95 HUDDLESTONE CI	455-331-019-000	486 ROSEVILLE RD	472-050-008-000
235 ROCHDALE ST	455-280-063-000	486 ROSEVILLE RD	472-050-007-000
98 HUDDLESTONE CI	455-332-020-000	2073 MANNINGTON PL	490-372-024-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
93 HUDDLESTONE CI	455-331-018-000	220 EAST ST	013-024-023-000
237 ROCHDALE ST	455-280-062-000	2165 CASTLE PINES WY	496-110-041-000
89 HUDDLESTONE CI	455-280-012-000	4040 CHUCKWAGON WY	492-190-012-000
23 HUDDLESTONE CI	455-280-046-000	5153 MAESTRO WY	496-090-060-000
30 HUDDLESTONE CI	455-333-005-000	112 VALLEY OAK DR	472-370-026-000
239 ROCHDALE ST	455-280-061-000	1009 DOLCE LN	459-090-054-000
236 ROCHDALE ST	455-332-019-000	1345 MARSEILLE LN	482-380-094-000
21 HUDDLESTONE CI	455-280-045-000	4250 UPLAND DR	498-010-047-000
249 ROCHDALE ST	455-280-056-000	1411 VISTA GRANDE BL	498-010-043-000
94 HUDDLESTONE CI	455-280-067-000	1550 VISTA GRANDE BL	498-010-035-000
241 ROCHDALE ST	455-280-060-000	6844 FIDDYMENT RD	498-010-041-000
87 HUDDLESTONE CI	455-280-011-000	1400 VISTA GRANDE BL	498-010-036-000
34 HUDDLESTONE CI	455-280-047-000	4601 UPLAND DR	498-010-031-000
66 HUDDLESTONE CI	455-280-055-000	2700 VISTA GRANDE BL	499-010-009-000
38 HUDDLESTONE CI	455-280-048-000	1151 VISTA GRANDE BL	498-010-040-000
19 HUDDLESTONE CI	455-280-044-000	1690 VISTA GRANDE BL	498-010-034-000
247 ROCHDALE ST	455-280-057-000	6810 FIDDYMENT RD	498-010-023-000
238 ROCHDALE ST	455-280-066-000	4950 UPLAND DR	498-010-024-000
245 ROCHDALE ST	455-280-058-000	2100 SIERRA GLEN DR	498-010-026-000
27 HUDDLESTONE CI	455-280-043-000	1050 VISTA GRANDE BL	498-010-039-000
25 HUDDLESTONE CI	455-280-042-000	1351 VISTA GRANDE BL	498-010-042-000
62 HUDDLESTONE CI	455-280-054-000	1250 VISTA GRANDE BL	498-010-037-000
91 HUDDLESTONE CI	455-280-013-000	3751 SANTUCCI BL	499-010-007-000
243 ROCHDALE ST	455-280-059-000	3750 SANTUCCI BL	499-010-024-000
42 HUDDLESTONE CI	455-280-049-000	3850 SANTUCCI BL	499-010-005-000
54 HUDDLESTONE CI	455-280-052-000	1520 VISTA GRANDE BL	498-010-032-000
46 HUDDLESTONE CI	455-280-050-000	1600 VISTA GRANDE BL	498-010-033-000
83 HUDDLESTONE CI	455-280-017-000	4701 UPLAND DR	498-010-022-000
31 HUDDLESTONE CI	455-280-041-000	3900 SANTUCCI	499-010-025-000
81 HUDDLESTONE CI	455-280-016-000	204 PAUL CT	015-360-026-000
29 HUDDLESTONE CI	455-280-040-000	2088 HERITAGE DR	363-120-021-000
58 HUDDLESTONE CI	455-280-053-000	485 ROSEVILLE RD	472-050-010-000
73 HUDDLESTONE CI	455-280-018-000	400 ROSEVILLE RD	472-060-012-000
71 HUDDLESTONE CI	455-280-024-000	400 ROSEVILLE RD	472-070-008-000
85 HUDDLESTONE CI	455-280-014-000	400 ROSEVILLE RD	472-070-009-000
33 HUDDLESTONE CI	455-280-038-000	400 ROSEVILLE RD	472-060-011-000
75 HUDDLESTONE CI	455-280-019-000	935 HIGHLAND POINTE DR	363-020-053-000
50 HUDDLESTONE CI	455-280-051-000	5081 WOOD WY	496-140-001-000
57 HUDDLESTONE CI	455-280-025-000	2325 CASTLE PINES WY	496-110-049-000
55 HUDDLESTONE CI	455-280-032-000	108 VALLEY OAK DR	472-370-024-000
35 HUDDLESTONE CI	455-280-039-000	106 VALLEY OAK DR	472-370-023-000
69 HUDDLESTONE CI	455-280-023-000	2532 MEAD WY	496-120-033-000
79 HUDDLESTONE CI	455-280-015-000	7209 CASTLE ROCK WY	496-150-025-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
59 HUDDLESTONE CI	455-280-026-000	5025 PRAIRIE GRASS WY	492-170-014-000
53 HUDDLESTONE CI	455-280-031-000	4032 PAYSON AV	496-040-065-000
43 HUDDLESTONE CI	455-280-033-000	1057 DOLCE LN	459-090-048-000
41 HUDDLESTONE CI	455-280-037-000	4268 SHORTHORN WY	492-130-018-000
77 HUDDLESTONE CI	455-280-020-000	2129 CAPRI DR	459-080-002-000
67 HUDDLESTONE CI	455-280-022-000	4129 WYMAN WY	496-170-025-000
65 HUDDLESTONE CI	455-280-021-000	1780 VIGNOLIA LP	484-211-003-000
61 HUDDLESTONE CI	455-280-027-000	2577 PLEASANT GROVE BL	490-300-011-000
51 HUDDLESTONE CI	455-280-030-000	3064 LENNON DR	455-300-065-000
45 HUDDLESTONE CI	455-280-034-000	3049 OAK TRAIL WY	492-160-007-000
63 HUDDLESTONE CI	455-280-028-000	4128 WYMAN WY	496-170-003-000
47 HUDDLESTONE CI	455-280-035-000	2309 CASTLE PINES WY	496-110-047-000
39 HUDDLESTONE CI	455-280-036-000	2156 CASTLE PINES WY	496-110-025-000
49 HUDDLESTONE CI	455-280-029-000	2016 RUSTLER DR	492-190-009-000
125 DEMPSEY CT	455-280-071-000	156 BOGART CT	496-190-010-000
165 DEMPSEY CT	455-280-070-000	5073 WOOD WY	496-180-037-000
1040 PROVENCE VILLAGE DR	482-431-006-000	3024 GOODNIGHT TRAIL DR	492-200-013-000
3272 VILLAGE CENTER DR	490-371-065-000	2065 PASQUAL DR	459-090-029-000
620 SUNRISE AV	014-270-044-000	1741 PARK OAK DR	456-160-025-000
8450 INDUSTRIAL AV	017-113-008-000	1875 VERRAZONA DR	484-213-003-000
2048 CAPRI DR	459-070-048-000	1899 VERRAZONA DR	484-213-006-000
1721 PLEASANT GROVE BL	017-162-087-000	2226 VILLAGE GREEN DR	490-372-060-000
1629 ESKATON LP	482-380-089-000	2196 CASTLE PINES WY	496-110-020-000
1325 VOLONNE DR	482-460-034-000	470 ROSEVILLE RD	472-060-014-000
2549 MEAD WY	496-120-029-000	470 ROSEVILLE RD	472-060-015-000
5080 WOOD WY	496-130-031-000	470 ROSEVILLE RD	472-060-016-000
3145 LENNON DR	455-300-018-000	420 ROSEVILLE RD	472-080-009-000
7524 ASTAIRE WY	496-200-017-000	480 ROSEVILLE RD	472-050-020-000
2541 MEAD WY	496-120-028-000	480 ROSEVILLE RD	472-050-022-000
101 VALLEY OAK DR	472-370-034-000	482 ROSEVILLE RD	472-050-024-000
7032 ROMA WY	459-080-062-000	450 ROSEVILLE RD	472-060-013-000
1288 VOLONNE DR	482-460-004-000	446 ROSEVILLE RD	472-070-011-000
6064 PARKMINSTER WY	496-220-015-000	444 ROSEVILLE RD	472-070-016-000
1225 VOLONNE DR	482-460-011-000	446 ROSEVILLE RD	472-070-017-000
301 MINERS RAVINE CT	456-320-022-000	444 ROSEVILLE RD	472-070-015-000
531 VALLEJO AV	011-250-007-000	450 ROSEVILLE RD	472-060-010-000
1828 S CIRBY WY	469-280-009-000	2065 MANNINGTON PL	490-372-025-000
2520 VISTA GRANDE BL	499-010-020-000	2057 MANNINGTON PL	490-372-026-000
1251 WESTBROOK BL	499-010-031-000	2219 VILLAGE GREEN DR	490-371-007-000
1400 WESTBROOK BL	499-010-037-000	4057 SONATA WY	496-060-002-000
3750 MARKET ST	498-010-011-000	2121 CAPRI DR	459-080-001-000
1850 VISTA GRANDE BL	499-010-034-000	2049 PASQUAL DR	459-090-031-000
3651 MARKET ST	498-010-005-000	6040 OPERA WY	496-060-053-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2200 SIERRA GLEN DR	498-010-001-000	3048 VERWOOD PL	490-372-040-000
1501 WESTBROOK BL	499-010-029-000	4056 CHUCKWAGON WY	492-190-010-000
1500 WESTBROOK BL	499-010-038-000	9040 HAVERING DR	496-210-017-000
3051 FEDERICO DR	499-010-043-000	1113 VOLONNE DR	482-450-042-000
2401 SILVER SPRUCE DR	499-010-022-000	1088 ROTHBURY LN	490-300-037-000
1550 WESTBROOK BL	499-010-039-000	1241 VOLONNE DR	482-460-013-000
3700 SANTUCCI BL	499-010-023-000	2008 MANNINGTON PL	490-372-013-000
1701 WESTBROOK BL	499-010-027-000	111 VALLEY OAK DR	472-370-029-000
1650 MARKET ST	499-010-047-000	4011 PORCH SWING DR	492-050-021-000
2751 SILVER SPRUCE	499-010-026-000	1858 VERRAZONA DR	484-212-025-000
3089 OAK TRAIL WY	492-160-012-000	625 SAINT ARMEL PL	482-440-036-000
3057 OAK TRAIL WY	492-160-008-000	1008 TERESA PL	482-431-012-000
109 NAPLES PL	459-090-007-000	1207 SAMOA WY	469-130-026-000
7508 ASTAIRE WY	496-190-023-000	7516 ASTAIRE WY	496-190-022-000
4249 BOB DOYLE DR	490-372-055-000	3049 LAMAR WY	496-120-007-000
1541 AVANTI DR	459-070-005-000	4080 WYMAN WY	496-170-009-000
1877 PARK OAK DR	456-180-004-000	5176 WOOD WY	496-130-020-000
1008 OAKBRIAR CI	401-020-001-000	1513 EUREKA RD	048-013-002-000
1016 OAKBRIAR CI	401-020-002-000	1521 EUREKA RD	048-013-003-000
1024 OAKBRIAR CI	401-020-003-000	3016 WALCOTT WY	455-300-056-000
1032 OAKBRIAR CI	401-020-004-000	2132 CAMINO REAL WY	483-361-001-000
1040 OAKBRIAR CI	401-020-005-000	4248 VITTORIO DR	459-080-009-000
1048 OAKBRIAR CI	401-020-006-000	3048 WALCOTT WY	455-300-052-000
1064 OAKBRIAR CI	401-020-008-000	100 VALLEY OAK DR	472-370-020-000
1072 OAKBRIAR CI	401-020-009-000	1088 PATAGONIA WY	496-070-033-000
1080 OAKBRIAR CI	401-020-010-000	6001 BARNSIDE PL	492-170-038-000
1088 OAKBRIAR CI	401-020-011-000	224 VALENTINO CT	496-200-001-000
1096 OAKBRIAR CI	401-020-012-000	5152 WOOD WY	496-130-023-000
1104 OAKBRIAR CI	401-020-013-000	4032 SONATA WY	496-060-024-000
1112 OAKBRIAR CI	401-020-014-000	1401 VOLONNE DR	482-450-073-000
1120 OAKBRIAR CI	401-020-015-000	8224 FORT COLLINS WY	496-160-018-000
1128 OAKBRIAR CI	401-020-016-000	2024 CAPRI DR	459-070-045-000
1136 OAKBRIAR CI	401-020-017-000	1000 PROVENCE VILLAGE DR	482-431-001-000
1144 OAKBRIAR CI	401-020-018-000	2297 FLAGSTAFF WY	496-040-038-000
1145 OAKBRIAR CI	401-020-019-000	1440 VOLONNE DR	482-450-065-000
1137 OAKBRIAR CI	401-020-020-000	7080 GREENFORD WY	496-210-034-000
1129 OAKBRIAR CI	401-020-021-000	241 NEVADA AV	013-192-036-000
400 REDWOOD VILLAGE PL	401-020-022-000	1988 CAMINO REAL WY	483-361-019-000
408 REDWOOD VILLAGE PL	401-020-023-000	3025 VILLAGE CENTER DR	490-258-008-000
416 REDWOOD VILLAGE PL	401-020-024-000	1017 DENNINGTON PL	490-371-032-000
401 REDWOOD VILLAGE PL	401-020-027-000	7008 ROMA WY	459-080-059-000
409 REDWOOD VILLAGE PL	401-020-026-000	7024 ROMA WY	459-080-061-000
417 REDWOOD VILLAGE PL	401-020-025-000	116 BRIARTHORNE CT	492-130-046-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1049 OAKBRIAR CI	401-020-028-000	3056 WALCOTT WY	455-300-051-000
1041 OAKBRIAR CI	401-020-029-000	213 FIG ST	012-162-009-000
1033 OAKBRIAR CI	401-020-030-000	3048 LENNON DR	455-300-067-000
2000 SYCAMORE GROVE LN	401-020-031-000	1137 OLD COACH DR	492-180-041-000
2008 SYCAMORE GROVE LN	401-020-032-000	1001 ROSEVILLE PW	363-030-064-000
2016 SYCAMORE GROVE LN	401-020-033-000	1268 PLEASANT GROVE BL	477-080-006-000
2024 SYCAMORE GROVE LN	401-020-034-000	1751 PLEASANT GROVE BL	017-162-088-000
2032 SYCAMORE GROVE LN	401-020-035-000	8233 FORT COLLINS WY	496-150-017-000
2040 SYCAMORE GROVE LN	401-020-036-000	6136 GARLAND WY	496-140-023-000
2048 SYCAMORE GROVE LN	401-020-037-000	3080 LENNON DR	455-300-063-000
1153 OAKBRIAR CI	401-020-038-000	1533 AVANTI DR	459-070-004-000
1161 OAKBRIAR CI	401-020-039-000	3073 OAK TRAIL WY	492-160-010-000
1169 OAKBRIAR CI	401-020-040-000	5730 PHILLIP RD	017-101-007-000
2009 SYCAMORE GROVE LN	401-020-046-000	216 REBEL CT	492-140-017-000
2017 SYCAMORE GROVE LN	401-020-045-000	86 VALLEY OAK DR	472-370-013-000
2025 SYCAMORE GROVE LN	401-020-044-000	6000 PHILLIP RD	017-101-009-000
2033 SYCAMORE GROVE LN	401-020-043-000	5113 WOOD WY	496-140-005-000
2041 SYCAMORE GROVE LN	401-020-042-000	3760 MINERS RAVINE DR	455-260-015-000
2049 SYCAMORE GROVE LN	401-020-041-000	149 BOGART CT	496-190-009-000
3008 IVY CREEK LN	401-010-002-000	8305 FORT COLLINS WY	496-150-009-000
3016 IVY CREEK LN	401-010-003-000	2117 CASTLE PINES WY	496-110-035-000
3024 IVY CREEK LN	401-010-004-000	2033 AVIGNON LN	482-450-022-000
3032 IVY CREEK LN	401-010-005-000	1312 GRAND JUNCTION WY	496-120-040-000
3040 IVY CREEK LN	401-010-006-000	4016 JEROME WY	496-080-029-000
3048 IVY CREEK LN	401-010-007-000	4201 VITTORIO DR	459-080-070-000
2001 SYCAMORE GROVE LN	401-020-047-000	3032 YOUNGTOWN AV	496-070-024-000
3000 IVY CREEK LN	401-010-001-000	2585 PLEASANT GROVE BL	490-300-010-000
1177 OAKBRIAR CI	401-020-048-000	6025 GARLAND WY	496-180-011-000
1185 OAKBRIAR CI	401-010-008-000	131 CHURCH ST	012-200-002-000
1193 OAKBRIAR CI	401-010-009-000	823 CIRBY WY	471-010-005-000
1201 OAKBRIAR CI	401-010-010-000	1867 VERRAZONA DR	484-213-002-000
1209 OAKBRIAR CI	401-010-011-000	3113 LAMAR WY	496-240-010-000
1217 OAKBRIAR CI	401-010-012-000	3177 VILLAGE PLAZA DR	490-372-004-000
3009 IVY CREEK LN	401-010-018-000	1721 VISTA GRANDE BL	498-010-012-000
3017 IVY CREEK LN	401-010-017-000	228 HARDING BL	013-212-049-000
3025 IVY CREEK LN	401-010-016-000	2001 PASQUAL DR	459-090-037-000
3033 IVY CREEK LN	401-010-015-000	3081 WALCOTT WY	455-300-061-000
3041 IVY CREEK LN	401-010-014-000	7153 CASTLE ROCK WY	496-160-023-000
3049 IVY CREEK LN	401-010-013-000	7185 CASTLE ROCK WY	496-160-019-000
3001 IVY CREEK LN	401-010-019-000	4008 SILVER PLUME WY	496-160-002-000
1337 OAKBRIAR CI	401-010-020-000	7145 CASTLE ROCK WY	496-160-024-000
1329 OAKBRIAR CI	401-010-021-000	4000 SILVER PLUME WY	496-160-001-000
1321 OAKBRIAR CI	401-010-022-000	2300 CASTLE PINES WY	496-110-007-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
516 BRIAR POINTE PL	401-010-025-000	2308 CASTLE PINES WY	496-110-006-000
508 BRIAR POINTE PL	401-010-024-000	2356 CASTLE PINES WY	496-110-001-000
500 BRIAR POINTE PL	401-010-023-000	2364 CASTLE PINES WY	496-120-038-000
517 BRIAR POINTE PL	401-010-026-000	6185 GARLAND WY	496-140-035-000
509 BRIAR POINTE PL	401-010-027-000	6177 GARLAND WY	496-140-034-000
501 BRIAR POINTE PL	401-010-028-000	6169 GARLAND WY	496-140-033-000
1241 OAKBRIAR CI	401-010-029-000	6153 GARLAND WY	496-140-031-000
1233 OAKBRIAR CI	401-010-030-000	6176 GARLAND WY	496-140-018-000
1264 OAKBRIAR CI	401-010-036-000	6184 GARLAND WY	496-140-017-000
1256 OAKBRIAR CI	401-010-035-000	6192 GARLAND WY	496-140-016-000
1248 OAKBRIAR CI	401-010-034-000	6200 GARLAND WY	496-140-015-000
1240 OAKBRIAR CI	401-010-033-000	6208 GARLAND WY	496-140-014-000
1232 OAKBRIAR CI	401-010-032-000	6193 GARLAND WY	496-140-036-000
1224 OAKBRIAR CI	401-010-031-000	6209 GARLAND WY	496-140-041-000
1272 OAKBRIAR CI	401-010-037-000	2380 CASTLE PINES WY	496-120-037-000
1280 OAKBRIAR CI	401-010-038-000	7216 CASTLE ROCK WY	496-150-004-000
1288 OAKBRIAR CI	401-010-039-000	7192 CASTLE ROCK WY	496-150-001-000
1296 OAKBRIAR CI	401-010-040-000	7168 CASTLE ROCK WY	496-160-004-000
1304 OAKBRIAR CI	401-010-041-000	7176 CASTLE ROCK WY	496-160-005-000
1312 OAKBRIAR CI	401-010-042-000	7184 CASTLE ROCK WY	496-160-006-000
1320 OAKBRIAR CI	401-010-043-000	7208 CASTLE ROCK WY	496-150-003-000
1328 OAKBRIAR CI	401-010-044-000	5137 WOOD WY	496-140-008-000
1336 OAKBRIAR CI	401-010-045-000	5145 WOOD WY	496-140-009-000
1344 OAKBRIAR CI	401-010-046-000	5153 WOOD WY	496-140-010-000
1352 OAKBRIAR CI	401-010-047-000	5169 WOOD WY	496-140-012-000
1360 OAKBRIAR CI	401-010-048-000	5161 WOOD WY	496-140-011-000
601 BERRY ST	015-100-057-000	5177 WOOD WY	496-140-013-000
1017 PATAGONIA WY	496-080-012-000	1400 GRAND JUNCTION WY	496-120-051-000
1905 DOUGLAS BL	048-011-005-000	1392 GRAND JUNCTION WY	496-120-050-000
108 BRIARTHORNE CT	492-130-045-000	1384 GRAND JUNCTION WY	496-120-049-000
108 BOGART CT	496-190-016-000	1376 GRAND JUNCTION WY	496-120-048-000
4128 VITTORIO DR	459-080-023-000	1368 GRAND JUNCTION WY	496-120-047-000
2216 STANSFIELD DR	496-040-015-000	1360 GRAND JUNCTION WY	496-120-046-000
4056 HAYSTACK WY	492-160-050-000	1352 GRAND JUNCTION WY	496-120-045-000
2089 PASQUAL DR	459-090-026-000	2292 CASTLE PINES WY	496-110-008-000
3048 LAMAR WY	496-120-017-000	2324 CASTLE PINES WY	496-110-004-000
7056 GREENFORD WY	496-210-037-000	2316 CASTLE PINES WY	496-110-005-000
2080 PASQUAL DR	459-090-045-000	2332 CASTLE PINES WY	496-110-003-000
1168 ROTHBURY LN	490-300-020-000	2348 CASTLE PINES WY	496-110-002-000
212 KEEHNER AV	014-113-060-000	1344 GRAND JUNCTION WY	496-120-044-000
400 HOLBROOK CT	496-040-073-000	1336 GRAND JUNCTION WY	496-120-043-000
111 WILLS RD	015-150-024-000	5129 WOOD WY	496-140-007-000
600 HARDING BL	015-140-007-000	7161 CASTLE ROCK WY	496-160-022-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
131 WILLS RD	015-140-004-000	2801 WESTBROOK BL	496-020-015-000
119 WILLS RD	015-150-025-000	6201 GARLAND WY	496-140-037-000
125 WILLS RD	015-150-023-000	2564 MEAD WY	496-240-044-000
4001 SONATA WY	496-060-009-000	3152 LAMAR WY	496-240-018-000
5217 MAESTRO WY	496-090-068-000	2589 MEAD WY	496-240-040-000
6024 GARLAND WY	496-180-025-000	3160 LAMAR WY	496-240-019-000
1345 VOLONNE DR	482-460-026-000	3168 LAMAR WY	496-240-020-000
4168 VITTORIO DR	459-080-019-000	2605 MEAD WY	496-240-038-000
7000 ROMA WY	459-080-058-000	3145 LAMAR WY	496-240-006-000
2024 MANNINGTON PL	490-372-015-000	2613 MEAD WY	496-240-037-000
1152 ROTHBURY LN	490-300-022-000	3176 LAMAR WY	496-240-021-000
1041 DENNINGTON PL	490-371-029-000	3161 LAMAR WY	496-240-004-000
3161 LENNON DR	455-300-020-000	3169 LAMAR WY	496-240-003-000
7088 GREENFORD WY	496-210-033-000	3177 LAMAR WY	496-240-002-000
4113 WYMAN WY	496-170-023-000	3185 LAMAR WY	496-240-001-000
2020 CAMINO REAL WY	483-361-015-000	3184 LAMAR WY	496-240-022-000
5024 WOOD WY	496-170-019-000	1280 GRAND JUNCTION WY	496-240-051-000
308 BARRYMORE CT	496-200-011-000	1272 GRAND JUNCTION WY	496-240-050-000
3017 LENNON DR	455-300-003-000	2596 MEAD WY	496-240-047-000
216 PADUA PL	459-090-010-000	2604 MEAD WY	496-240-048-000
4225 BOB DOYLE DR	490-372-052-000	1216 GRAND JUNCTION WY	496-240-056-000
6017 GARLAND WY	496-180-010-000	1208 GRAND JUNCTION WY	496-240-055-000
5033 STETSON ST	492-190-015-000	1200 GRAND JUNCTION WY	496-240-054-000
1200 MAKEWAY ST	492-270-048-000	1232 GRAND JUNCTION WY	496-240-058-000
1153 OLD COACH DR	492-180-043-000	1224 GRAND JUNCTION WY	496-240-057-000
109 FRANKLIN ST	014-112-018-000	1240 GRAND JUNCTION WY	496-240-059-000
1200 VOLONNE DR	482-450-019-000	5072 GLENWOOD SPRINGS WY	496-240-072-000
2301 CASTLE PINES WY	496-110-046-000	5064 GLENWOOD SPRINGS WY	496-240-071-000
201 SNOWY EGRET CT	456-180-006-000	5040 GLENWOOD SPRINGS WY	496-240-068-000
1813 VIGNOLIA LP	484-212-001-000	5048 GLENWOOD SPRINGS WY	496-240-069-000
3073 LAMAR WY	496-120-010-000	5056 GLENWOOD SPRINGS WY	496-240-070-000
5160 WOOD WY	496-130-022-000	5008 GLENWOOD SPRINGS WY	496-240-064-000
2561 PLEASANT GROVE BL	490-300-013-000	5016 GLENWOOD SPRINGS WY	496-240-065-000
6000 BARNSIDE PL	492-170-037-000	5024 GLENWOOD SPRINGS WY	496-240-066-000
2417 PLEASANT GROVE BL	490-300-045-000	5032 GLENWOOD SPRINGS WY	496-240-067-000
4193 VITTORIO DR	459-080-071-000	5025 GLENWOOD SPRINGS WY	496-240-032-000
7500 ASTAIRE WY	496-190-024-000	5033 GLENWOOD SPRINGS WY	496-240-031-000
2141 CASTLE PINES WY	496-110-038-000	5041 GLENWOOD SPRINGS WY	496-240-030-000
1016 PATAGONIA WY	496-080-009-000	2621 MEAD WY	496-240-036-000
6145 GARLAND WY	496-140-030-000	2612 MEAD WY	496-240-049-000
1176 ROTHBURY LN	490-300-019-000	5000 GLENWOOD SPRINGS WY	496-240-063-000
1032 PROVENCE VILLAGE DR	482-431-005-000	5080 GLENWOOD SPRINGS WY	496-240-073-000
1557 AVANTI DR	459-070-006-000	5088 GLENWOOD SPRINGS WY	496-240-074-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
5097 MAESTRO WY	496-090-013-000	5113 GLENWOOD SPRINGS WY	496-240-029-000
625 ALTA VISTA AV	011-181-006-000	5112 GLENWOOD SPRINGS WY	496-240-077-000
6032 OPERA WY	496-060-052-000	5104 GLENWOOD SPRINGS WY	496-240-076-000
8176 FORT COLLINS WY	496-160-012-000	5096 GLENWOOD SPRINGS WY	496-240-075-000
4144 WYMAN WY	496-170-001-000	5120 GLENWOOD SPRINGS WY	496-240-078-000
500 TEMPE CT	496-080-025-000	5121 GLENWOOD SPRINGS WY	496-240-028-000
5105 WOOD WY	496-140-004-000	5137 GLENWOOD SPRINGS WY	496-240-027-000
5145 MAESTRO WY	496-090-019-000	5169 GLENWOOD SPRINGS WY	496-240-024-000
3033 YOUNGTOWN AV	496-070-029-000	5128 GLENWOOD SPRINGS WY	496-240-079-000
2509 MEAD WY	496-120-024-000	5136 GLENWOOD SPRINGS WY	496-240-080-000
4265 BOB DOYLE DR	490-372-057-000	5145 GLENWOOD SPRINGS WY	496-240-026-000
5072 WOOD WY	496-170-013-000	5144 GLENWOOD SPRINGS WY	496-240-081-000
3097 LAMAR WY	496-240-012-000	5152 GLENWOOD SPRINGS WY	496-240-082-000
1980 CAMINO REAL WY	483-361-020-000	5160 GLENWOOD SPRINGS WY	496-240-083-000
5516 ENSEMBLE WY	496-090-027-000	5177 GLENWOOD SPRINGS WY	496-240-023-000
405 CHURCH ST	012-152-011-000	5168 GLENWOOD SPRINGS WY	496-240-084-000
1012 CHURCH ST	012-171-013-000	5176 GLENWOOD SPRINGS WY	496-240-085-000
1008 CHURCH ST	012-171-029-000	5161 GLENWOOD SPRINGS WY	496-240-025-000
1004 CHURCH ST	012-171-030-000	5017 GLENWOOD SPRINGS WY	496-240-033-000
1000 CHURCH ST	012-171-031-000	5009 GLENWOOD SPRINGS WY	496-240-034-000
1024 SWEET PEA PL	482-431-019-000	5001 GLENWOOD SPRINGS WY	496-240-035-000
2482 PLEASANT GROVE BL	490-258-006-000	1256 GRAND JUNCTION WY	496-240-061-000
2140 CASTLE PINES WY	496-110-027-000	1264 GRAND JUNCTION WY	496-240-062-000
2235 VILLAGE GREEN DR	490-371-009-000	1248 GRAND JUNCTION WY	496-240-060-000
6112 GARLAND WY	496-140-026-000	2275 WESTBROOK BL	496-030-008-000
2016 CAPRI DR	459-070-044-000	2801 WESTBROOK BL	496-020-014-000
4057 CHUCKWAGON WY	492-190-005-000	6485 GARLAND WY	496-020-026-000
4136 WYMAN WY	496-170-002-000	1401 GRAND JUNCTION WY	496-020-029-000
2203 VILLAGE GREEN DR	490-371-005-000	6101 GARLAND WY	496-020-020-000
3041 DEMARTINI DR	455-250-005-000	4251 BROOKSTONE DR	496-020-022-000
2109 CASTLE PINES WY	496-110-034-000	5048 WOOD WY	496-170-016-000
3128 LAMAR WY	496-240-016-000	3975 DOUGLAS BL	048-021-040-000
941 LAWTON AV	015-080-001-000	1451 BLUE OAKS BL	017-231-015-000
6049 OPERA WY	496-060-032-000	1431 BLUE OAKS BL	017-231-014-000
1110 CHURCH ST	012-185-024-000	100 GERRARD CT	455-260-020-000
1065 DOLCE LN	459-090-047-000	508 OAK RAVINE CT	456-190-004-000
8329 FORT COLLINS WY	496-150-006-000	124 NAPLES PL	459-090-001-000
6096 PARKMINSTER WY	496-220-011-000	2525 MEAD WY	496-120-026-000
5017 WOOD WY	496-180-030-000	7193 CASTLE ROCK WY	496-150-027-000
3072 VERWOOD PL	490-372-043-000	3569 MINERS RAVINE DR	456-320-030-000
2276 CASTLE PINES WY	496-110-010-000	3414 KENNERLEIGH PW	490-280-009-000
1581 AVANTI DR	459-070-009-000	6241 GARLAND WY	496-200-018-000
102 VALLEY OAK DR	472-370-021-000	4065 SONATA WY	496-060-001-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2017 AVIGNON LN	482-450-024-000	3024 LENNON DR	455-300-070-000
6032 BARNSIDE PL	492-170-033-000	1853 CAMINO REAL WY	483-363-024-000
4136 VITTORIO DR	459-080-022-000	1668 AVANTI DR	459-070-032-000
113 VALLEY OAK DR	472-370-028-000	7056 ROMA WY	459-080-065-000
90 VALLEY OAK DR	472-370-015-000	7016 ROMA WY	459-080-060-000
3120 LAMAR WY	496-240-015-000	2396 ANGUS RD	492-170-053-000
8950 INDUSTRIAL AV	017-123-083-000	3080 VERWOOD PL	490-372-044-000
2201 FREEDOM WY	017-123-084-000	2040 CAPRI DR	459-070-047-000
2000 FREEDOM WY	017-123-080-000	2242 VILLAGE GREEN DR	490-372-058-000
2100 FREEDOM WY	017-123-081-000	1056 OAKBRIAR CI	401-020-007-000
2200 FREEDOM WY	017-123-082-000	1430 W COLONIAL PW	468-130-055-000
4145 WYMAN WY	496-170-027-000	7001 ROMA WY	459-080-057-000
1425 VOLONNE DR	482-450-070-000	2401 PLEASANT GROVE BL	490-300-047-000
110 VALLEY OAK DR	472-370-025-000	2064 MANNINGTON PL	490-372-020-000
333 LASSO CT	492-140-025-000	1041 DOLCE LN	459-090-050-000
3081 OAK TRAIL WY	492-160-011-000	1417 VOLONNE DR	482-450-071-000
409 KERSEY CT	496-040-013-000	3321 WELTON CI	496-050-002-000
5532 ENSEMBLE WY	496-090-025-000	6080 PARKMINSTER WY	496-220-013-000
2048 MANNINGTON PL	490-372-018-000	205 W IVY ST	012-183-006-000
309 BASSILICA CT	484-190-037-000	2049 MANNINGTON PL	490-372-027-000
1124 LONDON PL	482-431-027-000	4040 HAYSTACK WY	492-160-040-000
3670 COPPERLEAF ST	456-320-020-000	8240 FORT COLLINS WY	496-150-019-000
2409 PLEASANT GROVE BL	490-300-046-000	125 BOGART CT	496-190-006-000
2101 CASTLE PINES WY	496-110-033-000	3129 LAMAR WY	496-240-008-000
5088 WOOD WY	496-130-030-000	1608 MARSEILLE LN	482-414-038-000
125 BRIARTHORNE CT	492-130-047-000	101 NAPLES PL	459-090-008-000
3169 VILLAGE PLAZA DR	490-372-003-000	1096 ROTHBURY LN	490-300-036-000
600 CHURCH ST	012-144-010-000	214 KENROY LN	472-170-004-000
7089 GREENFORD WY	496-210-014-000	101 HICKORY ST	012-184-010-000
1161 VOLONNE DR	482-450-047-000	117 HICKORY ST	012-184-014-000
1017 DOLCE LN	459-090-053-000	157 HICKORY ST	012-184-024-000
2113 CORYTON LN	490-290-042-000	192 IVY ST	012-184-034-000
1033 PINE LOG PL	490-372-007-000	188 IVY ST	012-184-035-000
2157 CAMINO REAL WY	483-363-050-000	184 IVY ST	012-184-036-000
4001 HAYSTACK WY	492-160-025-000	180 IVY ST	012-184-037-000
1016 PROVENCE VILLAGE DR	482-431-003-000	1614 KIT CARSON WY	048-350-015-000
7548 ASTAIRE WY	496-200-014-000	1612 KIT CARSON WY	048-350-021-000
2384 FLAGSTAFF WY	496-040-077-000	1618 KIT CARSON WY	048-350-018-000
3065 WALCOTT WY	455-300-059-000	1616 KIT CARSON WY	048-350-016-000
4025 JEROME WY	496-080-020-000	4080 VITTORIO DR	459-080-028-000
6072 PARKMINSTER WY	496-220-014-000	919 LAWTON AV	015-080-052-000
4016 PAYSON AV	496-040-067-000	2588 MEAD WY	496-240-046-000
7225 CASTLE ROCK WY	496-150-023-000	3088 VERWOOD PL	490-372-045-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
309 BARRYMORE CT	496-200-006-000	2533 MEAD WY	496-120-027-000
4088 WYMAN WY	496-170-008-000	6040 GARLAND WY	496-180-023-000
300 CHANDLER CT	496-040-031-000	208 VALENTINO CT	496-200-003-000
1240 VOLONNE DR	482-450-058-000	3025 OAK TRAIL WY	492-160-004-000
6009 BARNSIDE PL	492-170-056-000	2089 MANNINGTON PL	490-372-022-000
94 VALLEY OAK DR	472-370-017-000	3033 OCTAVE AV	496-060-017-000
3033 LENNON DR	455-300-005-000	2545 PLEASANT GROVE BL	490-300-015-000
8232 FORT COLLINS WY	496-150-018-000	2404 ANGUS RD	492-170-052-000
1008 PATAGONIA WY	496-080-010-000	1478 BLUE OAKS BL	482-340-012-000
2004 CAMINO REAL WY	483-361-017-000	10651 INDUSTRIAL AV	017-117-012-000
2056 CAPRI DR	459-070-049-000	1095 ROSEVILLE PW	363-011-043-000
1271 ANTELOPE CREEK DR	015-166-014-000	1745 BLUE OAKS BL	017-116-002-000
5508 ENSEMBLE WY	496-090-028-000	1091 ROSEVILLE PW	363-011-044-000
1237 VISTA VERDE DR	492-200-003-000	1395 E ROSEVILLE PW	456-010-022-000
1650 HUNTINGTON DR	048-260-030-000	9713 SIERRA COLLEGE BL	466-030-046-000
140 BOGART CT	496-190-012-000	87 PARRY ST	013-022-033-000
6257 GARLAND WY	496-200-020-000	1100 COTTONWOOD DR	469-110-031-000
7136 GREENFORD WY	496-210-027-000	101 FOLSOM RD	013-075-010-000
1972 CAMINO REAL WY	483-361-021-000	2001 STRAUCH DR	048-260-032-000
7169 CASTLE ROCK WY	496-160-021-000	8000 ATKINSON ST	473-180-011-000
3009 OCTAVE AV	496-060-020-000	919 OAK RIDGE DR	470-050-008-000
2032 HONEY CHURCH PL	490-371-039-000	6560 WOODCREEK OAKS BL	017-231-003-000
3032 WALCOTT WY	455-300-054-000	10019 FOOTHILLS BL	017-250-010-510
3153 LAMAR WY	496-240-005-000	5300 PHILLIP RD	017-101-018-000
4128 WEATHERVANE WY	492-130-035-000	5120 PHILLIP RD	017-101-019-000
2088 CATTLEDRIVE WY	492-150-029-000	1471 STONE POINT DR	048-460-023-000
7121 GREENFORD WY	496-210-022-000	201 GIBSON DR	363-011-042-000
1164 PEORIA WY	496-070-009-000	1941 ROCKY RIDGE DR	469-100-046-000
4032 JEROME WY	496-080-027-000	10191 FOOTHILLS BL	485-080-005-000
2141 CAMINO REAL WY	483-363-048-000	1109 ROTHWELL LN	490-210-033-000
3001 LAMAR WY	496-120-001-000	1095 AMINGTON DR	017-152-044-000
1017 DOUGLAS BL	013-194-027-000	6080 WOODCREEK OAKS BL	017-231-005-000
1600 DOUGLAS BL	014-450-041-000	1701 PLEASANT GROVE BL	017-162-074-000
1600 DOUGLAS BL	014-450-053-000	4140 BRICK MASON CI	492-070-033-000
490 ROSEVILLE RD	472-050-013-000	4272 BRICK MASON CI	492-080-024-000
4000 HAYSTACK WY	492-160-048-000	2117 VIOLA WY	046-020-064-000
1000 BROKEN SPOKE LN	492-150-041-000	4051 PARKLAND WY	492-050-033-000
1008 BROKEN SPOKE LN	492-150-042-000	5480 PHILLIP RD	017-101-016-000
5096 PRAIRIE GRASS WY	492-170-050-000	5480 PHILLIP RD	017-101-017-000
5104 PRAIRIE GRASS WY	492-170-049-000	4601 WESTPARK DR	017-101-026-000
3081 AUTUMN LEAVES DR	492-170-051-000	4501 WESTPARK DR	017-101-027-000
2009A MALIBU PL	475-100-013-000	300 CONFERENCE CENTER DR	363-011-086-000
2008 MALIBU PL	475-100-014-000	4999 S CIRBY WY	467-080-001-510

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2017 MALIBU PL	475-100-012-000	999 RESERVE DR	363-011-054-000
2016 MALIBU PL	475-100-015-000	551 DIAMOND OAKS RD	363-011-058-000
2025 MALIBU PL	475-100-011-000	1160 ROSEVILLE PW	363-011-057-000
2024 MALIBU PL	475-100-016-000	1162 ROSEVILLE PW	363-011-087-000
2033 MALIBU PL	475-100-010-000	10616 INDUSTRIAL AV	017-123-004-000
2032 MALIBU PL	475-100-017-000	4751 BOB DOYLE DR	017-101-030-000
2040 MALIBU PL	475-100-018-000	572 GIBSON DR	363-011-004-000
2041 MALIBU PL	475-100-009-000	540 GIBSON DR	363-011-007-000
2057 MALIBU PL	475-100-008-000	556 GIBSON DR	363-011-005-000
2056 MALIBU PL	475-100-019-000	564 GIBSON DR	363-011-003-000
2065 MALIBU PL	475-100-007-000	580 GIBSON DR	363-011-002-000
2064 MALIBU PL	475-100-020-000	580 N SUNRISE AV	015-450-085-000
2073 MALIBU PL	475-100-006-000	1781 SANTA CLARA DR	013-213-026-000
2072 MALIBU PL	475-100-021-000	4375 BROOKSTONE DR	496-020-024-000
2081 MALIBU PL	475-100-005-000	8601 FOOTHILLS BL	017-232-004-000
2080 MALIBU PL	475-100-022-000	2081 PASQUAL DR	459-090-027-000
2089 MALIBU PL	475-100-004-000	1001 DENNINGTON PL	490-371-034-000
2088 MALIBU PL	475-100-023-000	1424 VOLONNE DR	482-450-063-000
2097 MALIBU PL	475-100-003-000	8241 FORT COLLINS WY	496-150-016-000
2096 MALIBU PL	475-100-024-000	5016 STETSON ST	492-180-035-000
2105 MALIBU PL	475-100-002-000	517 YUMA CT	496-040-023-000
4000 IMPALA CI	475-100-025-000	484 ROSEVILLE RD	472-050-034-000
4008 IMPALA CI	475-100-026-000	484 ROSEVILLE RD	472-050-035-000
2113 MALIBU PL	475-100-001-000	400 LINCOLN ST	011-147-011-000
2121 MALIBU PL	475-090-029-000	420 LINCOLN ST	011-147-007-000
4016 IMPALA CI	475-100-027-000	416 LINCOLN ST	011-147-008-000
2129 MALIBU PL	475-090-028-000	2400 FLAGSTAFF WY	496-040-075-000
4001 IMPALA CI	475-090-030-000	1821 CAMINO REAL WY	483-363-020-000
4024 IMPALA CI	475-090-041-000	4313 BOB DOYLE DR	490-371-014-000
4009 IMPALA CI	475-090-040-000	104 VALLEY OAK DR	472-370-022-000
2137 MALIBU PL	475-090-027-000	4144 VITTORIO DR	459-080-021-000
2136 MALIBU PL	475-090-031-000	121 N SUNRISE AV	013-213-024-000
4032 IMPALA CI	475-090-042-000	1798 PLEASANT GROVE BL	017-162-049-000
4033 IMPALA CI	475-090-039-000	132 BOGART CT	496-190-013-000
2145 MALIBU PL	475-090-026-000	7051 GALILEE RD	017-410-043-000
2144 MALIBU PL	475-090-032-000	132 LOST OAK CT	456-160-021-000
4040 IMPALA CI	475-090-043-000	4192 VITTORIO DR	459-080-016-000
2153 MALIBU PL	475-090-025-000	4297 BOB DOYLE DR	490-371-012-000
4041 IMPALA CI	475-090-038-000	2161 CAPRI DR	459-080-006-000
2152 MALIBU PL	475-090-033-000	2597 MEAD WY	496-240-039-000
4057 IMPALA CI	475-090-037-000	7200 CASTLE ROCK WY	496-150-002-000
2161 MALIBU PL	475-090-024-000	3073 WALCOTT WY	455-300-060-000
4048 IMPALA CI	475-090-044-000	5517 ENSEMBLE WY	496-090-032-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2160 MALIBU PL	475-090-034-000	1441 VOLONNE DR	482-450-068-000
2169 MALIBU PL	475-090-023-000	2000 HONEY CHURCH PL	490-371-035-000
4056 IMPALA CI	475-090-045-000	2137 CAPRI DR	459-080-003-000
4065A IMPALA CI	475-090-036-000	4008 JEROME WY	496-080-030-000
2168 MALIBU PL	475-090-035-000	3040 OAK TRAIL WY	492-160-019-000
2177 MALIBU PL	475-090-022-000	4209 VITTORIO DR	459-080-069-000
4064 IMPALA CI	475-090-046-000	4169 WYMAN WY	496-130-010-000
2288 PROVINCETOWN WY	475-090-021-000	1025 SWEET PEA PL	482-431-020-000
4072 IMPALA CI	475-090-047-000	5057 PRAIRIE GRASS WY	492-170-018-000
2184 MALIBU PL	475-090-049-000	620 OAK ST	013-152-019-000
2193 MALIBU PL	475-090-020-000	2508 MEAD WY	496-120-035-000
4080 IMPALA CI	475-090-048-000	1153 VOLONNE DR	482-450-046-000
2201 MALIBU PL	475-090-019-000	6233 GARLAND WY	496-190-027-000
2192 MALIBU PL	475-090-050-000	4240 VITTORIO DR	459-080-010-000
6016 BARNSIDE PL	492-170-035-000	5056 WOOD WY	496-170-015-000
6008 BARNSIDE PL	492-170-036-000	3025 LENNON DR	455-300-004-000
5088 PRAIRIE GRASS WY	492-170-030-000	8217 FORT COLLINS WY	496-160-008-000
3073 AUTUMN LEAVES DR	492-170-001-000	109 BOGART CT	496-190-004-000
5105 PRAIRIE GRASS WY	492-170-024-000	4289 WEATHERVANE WY	492-120-030-000
2000 CATTLEDRIVE WY	492-150-040-000	1385 VOLONNE DR	482-460-031-000
2008 CATTLEDRIVE WY	492-150-039-000	1025 PATAGONIA WY	496-080-013-000
2016 CATTLEDRIVE WY	492-150-038-000	7040 ROMA WY	459-080-063-000
2024 CATTLEDRIVE WY	492-150-037-000	2260 CASTLE PINES WY	496-110-012-000
2001 CATTLEDRIVE WY	492-150-017-000	1336 VOLONNE DR	482-460-007-000
2009 CATTLEDRIVE WY	492-150-018-000	7532 ASTAIRE WY	496-200-016-000
2017 CATTLEDRIVE WY	492-150-019-000	1590 VINEYARD RD	012-260-069-000
2025 CATTLEDRIVE WY	492-150-020-000	3016 LENNON DR	455-300-071-000
2049 CATTLEDRIVE WY	492-150-023-000	3065 LAMAR WY	496-120-009-000
1016 BROKEN SPOKE LN	492-150-014-000	4032 HAYSTACK WY	492-160-041-000
1024 BROKEN SPOKE LN	492-150-013-000	4073 WYMAN WY	496-170-021-000
1032 BROKEN SPOKE LN	492-150-012-000	1008 PROVENCE VILLAGE DR	482-431-002-000
1040 BROKEN SPOKE LN	492-150-011-000	4225 WYMAN WY	496-130-017-000
1048 BROKEN SPOKE LN	492-150-010-000	1804 VIGNOLIA LP	484-211-006-000
1056 BROKEN SPOKE LN	492-150-009-000	2132 CASTLE PINES WY	496-110-028-000
1064 BROKEN SPOKE LN	492-150-008-000	1281 LAVANDE DR	482-431-016-000
1001 BROKEN SPOKE LN	492-140-001-000	3136 LAMAR WY	496-240-017-000
1072 BROKEN SPOKE LN	492-150-007-000	5033 WOOD WY	496-180-032-000
1080 BROKEN SPOKE LN	492-150-006-000	3129 LENNON DR	455-300-016-000
1088 BROKEN SPOKE LN	492-150-005-000	2040 MANNINGTON PL	490-372-017-000
101 CACTUS CT	492-140-004-000	5041 STETSON ST	492-190-016-000
1009 BROKEN SPOKE LN	492-140-002-000	7129 GREENFORD WY	496-210-023-000
100 CACTUS CT	492-140-010-000	4208 VITTORIO DR	459-080-014-000
1017 BROKEN SPOKE LN	492-140-003-000	4184 WYMAN WY	496-130-006-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
109 CACTUS CT	492-140-005-000	412 SIXTH ST	014-062-018-000
108 CACTUS CT	492-140-009-000	2008 HONEY CHURCH PL	490-371-036-000
117 CACTUS CT	492-140-006-000	1032 CABRIS LN	482-380-048-000
116 CACTUS CT	492-140-008-000	1024 CABRIS LN	482-380-049-000
124 CACTUS CT	492-140-007-000	1000 CABRIS LN	482-380-043-000
1217 VOLONNE DR	482-460-010-000	1008 CABRIS LN	482-380-042-000
2124 CAMINO REAL WY	483-361-002-000	1016 CABRIS LN	482-380-050-000
4233 VITTORIO DR	459-080-066-000	3655 COPPERLEAF ST	456-320-011-000
1016 SWEET PEA PL	482-431-018-000	100 BRIARTHORNE CT	492-130-044-000
5049 STETSON ST	492-190-017-000	2100 CASTLE PINES WY	496-110-032-000
8151 INDUSTRIAL AV	017-410-017-000	8192 FORT COLLINS WY	496-160-014-000
1320 VOLONNE DR	482-460-009-000	4049 CHUCKWAGON WY	492-190-004-000
5548 ENSEMBLE WY	496-090-023-000	219 HARDING BL	013-270-017-000
3097 LENNON DR	455-300-012-000	2065 CAPRI DR	459-070-055-000
1169 VOLONNE DR	482-450-048-000	3057 LAMAR WY	496-120-008-000
3662 COPPERLEAF ST	456-320-021-000	2505 PLEASANT GROVE BL	490-300-027-000
2336 FLAGSTAFF WY	496-040-080-000	4193 WYMAN WY	496-130-013-000
4112 VITTORIO DR	459-080-025-000	4200 VITTORIO DR	459-080-015-000
1273 VOLONNE DR	482-460-017-000	2569 PLEASANT GROVE BL	490-300-012-000
601 SAINT ARMEL PL	482-440-033-000	1161 OLD COACH DR	492-180-044-000
4088 VITTORIO DR	459-080-027-000	3686 COPPERLEAF ST	456-320-018-000
5564 ENSEMBLE WY	496-090-021-000	2056 AVIGNON LN	482-450-034-000
5161 MAESTRO WY	496-090-061-000	118 HARDING BL	013-212-039-000
3105 LENNON DR	455-300-013-000	2341 CASTLE PINES WY	496-110-051-000
8650 AUBURN BL	471-080-003-000	1281 VOLONNE DR	482-460-018-000
2165 CAMINO REAL WY	483-363-051-000	2116 CAMINO REAL WY	483-361-003-000
8249 FORT COLLINS WY	496-150-015-000	801 LINCOLN ST	011-063-004-000
2041 CATTLEDRIEVE WY	492-150-022-000	751 WASHINGTON BL	011-101-012-000
5025 STETSON ST	492-180-033-000	300 ELEFA ST	011-092-010-000
3001 LENNON DR	455-300-001-000	845 LINCOLN ST	011-063-005-000
2044 CAMINO REAL WY	483-361-010-000	725 WASHINGTON BL	011-101-011-000
5001 MAESTRO WY	496-090-001-000	825 LINCOLN ST	011-063-002-000
5009 MAESTRO WY	496-090-002-000	3678 COPPERLEAF ST	456-320-019-000
5017 MAESTRO WY	496-090-003-000	4017 SONATA WY	496-060-007-000
5025 MAESTRO WY	496-090-004-000	3744 MINERS RAVINE DR	455-260-013-000
5033 MAESTRO WY	496-090-005-000	1009 PINE LOG PL	490-372-010-000
5041 MAESTRO WY	496-090-006-000	1321 VOLONNE DR	482-460-023-000
5049 MAESTRO WY	496-090-007-000	2243 VILLAGE GREEN DR	490-371-010-000
5057 MAESTRO WY	496-090-008-000	7556 ASTAIRE WY	496-200-013-000
5065 MAESTRO WY	496-090-009-000	10608 INDUSTRIAL AV	485-030-006-000
5073 MAESTRO WY	496-090-010-000	5049 PRAIRIE GRASS WY	492-170-017-000
5081 MAESTRO WY	496-090-011-000	1297 VOLONNE DR	482-460-020-000
5089 MAESTRO WY	496-090-012-000	1304 GRAND JUNCTION WY	496-120-039-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
5105 MAESTRO WY	496-090-014-000	3088 WALCOTT WY	455-300-047-000
5113 MAESTRO WY	496-090-015-000	4176 WYMAN WY	496-130-007-000
5129 MAESTRO WY	496-090-017-000	2036 CAMINO REAL WY	483-361-013-000
5556 ENSEMBLE WY	496-090-022-000	1265 VOLONNE DR	482-460-016-000
5500 ENSEMBLE WY	496-090-029-000	3040 LENNON DR	455-300-068-000
5501 ENSEMBLE WY	496-090-030-000	2388 ANGUS RD	492-170-005-000
5557 ENSEMBLE WY	496-090-037-000	4217 WYMAN WY	496-130-016-000
5565 ENSEMBLE WY	496-090-038-000	101 GERRARD CT	455-270-002-000
5072 MAESTRO WY	496-090-040-000	4024 PAYSON AV	496-040-066-000
5064 MAESTRO WY	496-090-041-000	5120 WOOD WY	496-130-026-000
5056 MAESTRO WY	496-090-042-000	1200 ATLANTIC ST	015-150-006-000
5048 MAESTRO WY	496-090-043-000	3072 LENNON DR	455-300-064-000
5040 MAESTRO WY	496-090-044-000	505 BERRY ST	015-100-031-000
5032 MAESTRO WY	496-090-045-000	1111 KIMBERLY CT	471-310-020-000
5024 MAESTRO WY	496-090-046-000	2033 CATTLEDRIVE WY	492-150-021-000
5016 MAESTRO WY	496-090-047-000	8209 FORT COLLINS WY	496-160-009-000
5008 MAESTRO WY	496-090-048-000	1995 ROCKY RIDGE DR	469-100-013-000
5000 MAESTRO WY	496-090-049-000	2101 WHARTON LN	490-360-002-000
4073 SONATA WY	496-060-061-000	1055 AMINGTON DR	490-360-003-000
4016 SONATA WY	496-060-022-000	2501 MEAD WY	496-120-023-000
5001 RECITAL WY	496-060-026-000	1344 VOLONNE DR	482-460-006-000
2016 SYMPHONY AV	496-060-027-000	437 RIVERSIDE AV	014-251-015-000
2024 SYMPHONY AV	496-060-028-000	10198 FOOTHILLS BL	017-250-076-000
2032 SYMPHONY AV	496-060-029-000	6144 GARLAND WY	496-140-022-000
2040 SYMPHONY AV	496-060-030-000	1241 PLEASANT GROVE BL	017-410-072-000
2048 SYMPHONY AV	496-060-031-000	1121 OLD COACH DR	492-180-039-000
6041 OPERA WY	496-060-033-000	350 SIXTH ST	014-051-017-000
6033 OPERA WY	496-060-034-000	5025 WOOD WY	496-180-031-000
5033 RECITAL WY	496-060-035-000	4041 CHUCKWAGON WY	492-190-003-000
5025 RECITAL WY	496-060-036-000	2032 RUSTLER DR	492-190-007-000
5009 RECITAL WY	496-060-038-000	2317 CASTLE PINES WY	496-110-048-000
2081 SYMPHONY AV	496-320-001-000	260 S HARDING BL	014-183-029-000
6009 DUET WY	496-320-002-000	1123 WAYNE DR	014-130-008-000
6017 DUET WY	496-320-003-000	3752 MINERS RAVINE DR	455-260-014-000
6025 DUET WY	496-320-004-000	2125 CASTLE PINES WY	496-110-036-000
6033 DUET WY	496-320-005-000	4232 VITTORIO DR	459-080-011-000
6041 DUET WY	496-320-006-000	2112 APPERSETT LP	490-280-055-000
6049 DUET WY	496-320-007-000	99 VALLEY OAK DR	472-370-035-000
6057 DUET WY	496-320-008-000	1064 DOLCE LN	459-090-057-000
6065 DUET WY	496-320-009-000	1470 ROCKY RIDGE DR	048-460-039-000
6073 DUET WY	496-320-010-000	1470 STONE POINT DR	048-460-030-000
6081 DUET WY	496-320-011-000	1149 PEORIA WY	496-070-019-000
6089 DUET WY	496-320-012-000	225 VALENTINO CT	496-190-021-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
6056 DUET WY	496-320-013-000	8297 FORT COLLINS WY	496-150-010-000
6048 DUET WY	496-320-014-000	3096 WALCOTT WY	455-300-046-000
6040 DUET WY	496-320-015-000	2028 CAMINO REAL WY	483-361-014-000
6032 DUET WY	496-320-016-000	4256 VITTORIO DR	459-080-008-000
6024 DUET WY	496-320-017-000	1433 VOLONNE DR	482-450-069-000
6016 DUET WY	496-320-018-000	1001 SHEARER ST	013-012-023-000
6008 DUET WY	496-320-019-000	8200 FORT COLLINS WY	496-160-015-000
2089 SYMPHONY AV	496-320-020-000	2072 CAPRI DR	459-070-051-000
2097 SYMPHONY AV	496-320-021-000	2153 CAPRI DR	459-080-005-000
2105 SYMPHONY AV	496-320-022-000	4016 SILVER PLUME WY	496-160-003-000
7548 CHORUS AV	496-320-023-000	2529 PLEASANT GROVE BL	490-300-017-000
7540 CHORUS AV	496-320-024-000	113 ELM ST	012-172-020-000
7532 CHORUS AV	496-320-025-000	3081 LAMAR WY	496-120-011-000
7524 CHORUS AV	496-320-026-000	3073 LENNON DR	455-300-009-000
7516 CHORUS AV	496-320-027-000	8429 WASHINGTON BL	360-070-017-000
7508 CHORUS AV	496-320-028-000	8437 WASHINGTON BL	360-070-016-000
7500 CHORUS AV	496-320-029-000	8473 INDUSTRIAL AV	360-070-005-000
6105 DUET WY	496-320-030-000	8425 WASHINGTON BL	360-070-022-000
7501 CHORUS AV	496-320-031-000	8433 WASHINGTON BL	360-070-021-000
7509 CHORUS AV	496-320-032-000	8441 WASHINGTON BL	360-070-020-000
7517 CHORUS AV	496-320-033-000	8449 WASHINGTON BL	360-070-015-000
7525 CHORUS AV	496-320-034-000	8401 WASHINGTON BL	360-070-023-000
7533 CHORUS AV	496-320-035-000	8485 WASHINGTON BL	360-070-011-000
7541 CHORUS AV	496-320-036-000	8409 WASHINGTON BL	360-070-019-000
7549 CHORUS AV	496-320-037-000	8445 WASHINGTON BL	360-070-014-000
2113 SYMPHONY AV	496-320-038-000	8453 WASHINGTON BL	360-070-013-000
2121 SYMPHONY AV	496-320-039-000	8300 INDUSTRIAL AV	360-070-002-000
2129 SYMPHONY AV	496-320-040-000	8477 WASHINGTON BL	360-070-004-000
6184 DUET WY	496-320-041-000	8481 WASHINGTON BL	360-070-012-000
6176 DUET WY	496-320-042-000	2097 PASQUAL DR	459-090-025-000
6168 DUET WY	496-320-043-000	2677 STOCKWOOD DR	468-210-041-000
6160 DUET WY	496-320-044-000	4153 WEATHERVANE WY	492-130-041-000
6152 DUET WY	496-320-045-000	1230 MELODY LN	472-330-052-000
6144 DUET WY	496-320-046-000	2064 CAPRI DR	459-070-050-000
6136 DUET WY	496-320-047-000	6033 BARNSIDE PL	492-170-042-000
6113 DUET WY	496-320-048-000	8208 FORT COLLINS WY	496-160-016-000
6121 DUET WY	496-320-049-000	3016 OAK TRAIL WY	492-160-022-000
6129 DUET WY	496-320-050-000	3671 COPPERLEAF ST	456-320-013-000
6137 DUET WY	496-320-051-000	3041 LENNON DR	455-300-006-000
6145 DUET WY	496-320-052-000	8170 SIERRA COLLEGE BL	048-021-057-000
6153 DUET WY	496-320-053-000	8250 SIERRA COLLEGE BL	048-021-058-000
6161 DUET WY	496-320-054-000	3991 DOUGLAS BL	048-021-056-000
6169 DUET WY	496-320-055-000	8201 FORT COLLINS WY	496-160-010-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
6177 DUET WY	496-320-056-000	4169 VITTORIO DR	459-080-073-000
6185 DUET WY	496-320-057-000	10435 FAIRWAY DR	017-123-020-000
6193 DUET WY	496-320-058-000	1751 PFE RD	473-100-022-000
8001 CONCERTO WY	496-330-001-000	2111 MARCH RD	473-100-014-000
8009 CONCERTO WY	496-330-002-000	1273 LAVANDE DR	482-431-023-000
8017 CONCERTO WY	496-330-003-000	3016 GOODNIGHT TRAIL DR	492-200-012-000
8033 CONCERTO WY	496-330-004-000	2017 BOGART WY	496-190-002-000
8041 CONCERTO WY	496-330-005-000	4049 VITTORIO DR	459-090-063-000
8049 CONCERTO WY	496-330-006-000	1451 STONE POINT DR	459-090-062-000
8057 CONCERTO WY	496-330-007-000	5000 STROZZI WY	459-080-030-000
709 CADENCE CT	496-330-008-000	5008 STROZZI WY	459-080-031-000
717 CADENCE CT	496-330-009-000	5016 STROZZI WY	459-080-032-000
716 CADENCE CT	496-330-010-000	5024 STROZZI WY	459-080-033-000
708 CADENCE CT	496-330-011-000	5032 STROZZI WY	459-080-034-000
8089 CONCERTO WY	496-330-012-000	5040 STROZZI WY	459-080-035-000
8097 CONCERTO WY	496-330-013-000	6009 PALERMO WY	459-080-042-000
8105 CONCERTO WY	496-330-014-000	6017 PALERMO WY	459-080-041-000
8113 CONCERTO WY	496-330-015-000	6025 PALERMO WY	459-080-040-000
8121 CONCERTO WY	496-330-016-000	6033 PALERMO WY	459-080-039-000
8128 CONCERTO WY	496-330-017-000	6041 PALERMO WY	459-080-038-000
8120 CONCERTO WY	496-330-018-000	6008 PALERMO WY	459-080-045-000
8112 CONCERTO WY	496-330-019-000	2009 CAPRI DR	459-070-039-000
8104 CONCERTO WY	496-330-020-000	6016 PALERMO WY	459-080-046-000
8096 CONCERTO WY	496-330-021-000	1524 AVANTI DR	459-070-038-000
8088 CONCERTO WY	496-330-022-000	6024 PALERMO WY	459-080-047-000
8080 CONCERTO WY	496-330-023-000	6032 PALERMO WY	459-080-048-000
8072 CONCERTO WY	496-330-024-000	1509 AVANTI DR	459-070-001-000
8064 CONCERTO WY	496-330-025-000	1517 AVANTI DR	459-070-002-000
8056 CONCERTO WY	496-330-026-000	6000 PALERMO WY	459-080-044-000
8048 CONCERTO WY	496-330-027-000	6040 PALERMO WY	459-080-049-000
8040 CONCERTO WY	496-330-028-000	6048 PALERMO WY	459-080-050-000
8032 CONCERTO WY	496-330-029-000	5048 STROZZI WY	459-080-036-000
2192 SYMPHONY AV	496-330-030-000	6001 PALERMO WY	459-080-043-000
2184 SYMPHONY AV	496-330-031-000	2032 CAPRI DR	459-070-046-000
2176 SYMPHONY AV	496-330-032-000	6049 PALERMO WY	459-080-037-000
2168 SYMPHONY AV	496-330-033-000	2164 CASTLE PINES WY	496-110-024-000
2160 SYMPHONY AV	496-330-034-000	254 GIBSON DR	361-230-008-000
2152 SYMPHONY AV	496-330-035-000	2238 LANGTREE DR	490-160-061-000
2144 SYMPHONY AV	496-330-036-000	1049 DENNINGTON PL	490-371-028-000
117 ANDERSON CT	012-046-042-000	2246 LANGTREE DR	490-160-062-000
4025 HAYSTACK WY	492-160-028-000	1289 VOLONNE DR	482-460-019-000
1024 PROVENCE VILLAGE DR	482-431-004-000	3105 LAMAR WY	496-240-011-000
435 FIFTH ST	014-061-039-000	132 GERRARD CT	455-260-024-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
117 GERRARD CT	455-270-001-000	4281 WEATHERVANE WY	492-120-031-000
500 DEREK PL	015-350-005-510	2201 MARCH RD	473-100-038-000
4096 WYMAN WY	496-170-007-000	2180 MARCH RD	473-100-042-000
3072 WALCOTT WY	455-300-049-000	2170 MARCH RD	473-100-043-000
225 PADUA PL	459-090-013-000	2021 LENDELL LN	473-100-045-000
1997 VIGNOLIA LP	484-213-013-000	2001 LENDELL LN	473-100-047-000
224 SUMMER BREEZE CT	456-310-012-000	2011 LENDELL LN	473-100-046-000
4033 CHUCKWAGON WY	492-190-002-000	2200 MARCH RD	473-100-041-000
2008 AVIGNON LN	482-450-028-000	2031 LENDELL LN	473-100-044-000
1145 OLD COACH DR	492-180-042-000	1109 LONDON PL	482-431-030-000
1449 VOLONNE DR	482-450-067-000	2000 AVIGNON LN	482-450-027-000
2048 CATTLEDRIVE WY	492-150-034-000	3776 MINERS RAVINE DR	455-260-017-000
7048 ROMA WY	459-080-064-000	2572 MEAD WY	496-240-045-000
7224 CASTLE ROCK WY	496-150-005-000	3016 MERCATO WY	459-070-035-000
6129 GARLAND WY	496-140-028-000	2017 PASQUAL DR	459-090-035-000
2081 MANNINGTON PL	490-372-023-000	3009 GOODNIGHT TRAIL DR	492-200-016-000
4144 WEATHERVANE WY	492-130-037-000	2537 PLEASANT GROVE BL	490-300-016-000
211 AMBERWOOD RD	012-010-022-000	5032 WOOD WY	496-170-018-000
92 VALLEY OAK DR	472-370-016-000	300 MINERS RAVINE CT	456-320-025-000
7009 ROMA WY	459-080-056-000	308 MINERS RAVINE CT	456-320-024-000
7033 ROMA WY	459-080-053-000	316 MINERS RAVINE CT	456-320-023-000
7041 ROMA WY	459-080-052-000	7025 ROMA WY	459-080-054-000
2057 CATTLEDRIVE WY	492-150-024-000	2041 ASHTON DR	490-160-015-000
3153 LENNON DR	455-300-019-000	1965 PARK OAK DR	456-180-015-000
1257 LAVANDE DR	482-431-031-000	3185 SPAHN RANCH RD	467-150-027-000
3033 OAK TRAIL WY	492-160-005-000	3165 SPAHN RANCH RD	467-150-032-000
1116 LONDON PL	482-431-026-000	3177 SPAHN RANCH RD	467-150-029-000
8256 FORT COLLINS WY	496-150-021-000	3189 SPAHN RANCH RD	467-150-026-000
5525 ENSEMBLE WY	496-090-033-000	5001 BRIGHTSIDE LN	467-150-024-000
2088 PASQUAL DR	459-090-046-000	317 BRIGHTSIDE CT	467-150-013-000
1005 ORLANDO AV	471-020-017-000	309 BRIGHTSIDE CT	467-150-014-000
301 BASSILICA CT	484-190-038-000	201 CRYSTAL POND CT	467-150-019-000
10568 INDUSTRIAL AV	485-030-007-000	5033 BRIGHTSIDE LN	467-150-020-000
3768 MINERS RAVINE DR	455-260-016-000	5025 BRIGHTSIDE LN	467-150-021-000
6200 BASELINE RD	499-010-018-000	5017 BRIGHTSIDE LN	467-150-022-000
6400 BASELINE RD	499-010-014-000	5009 BRIGHTSIDE LN	467-150-023-000
5750 BASELINE RD	499-010-032-000	308 BRIGHTSIDE CT	467-150-009-000
108 NAPLES PL	459-090-003-000	300 BRIGHTSIDE CT	467-150-008-000
117 NAPLES PL	459-090-006-000	5048 BRIGHTSIDE LN	467-150-007-000
1930 VERRAZONA DR	484-212-016-000	5040 BRIGHTSIDE LN	467-150-006-000
3080 WALCOTT WY	455-300-048-000	5032 BRIGHTSIDE LN	467-150-005-000
5024 STETSON ST	492-180-034-000	5024 BRIGHTSIDE LN	467-150-004-000
8321 FORT COLLINS WY	496-150-007-000	5016 BRIGHTSIDE LN	467-150-003-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2524 MEAD WY	496-120-034-000	5008 BRIGHTSIDE LN	467-150-002-000
3008 WALCOTT WY	455-300-057-000	5000 BRIGHTSIDE LN	467-150-036-000
5032 STETSON ST	492-190-018-000	216 CRYSTAL POND CT	467-150-016-000
3024 YOUNGTOWN AV	496-070-023-000	217 CRYSTAL POND CT	467-150-017-000
1008 SWEET PEA PL	482-431-017-000	3181 SPAHN RANCH RD	467-150-028-000
2024 PASQUAL DR	459-090-041-000	209 CRYSTAL POND CT	467-150-018-000
2181 MARCH RD	473-100-036-000	325 BRIGHTSIDE CT	467-150-012-000
2191 MARCH RD	473-100-037-000	3193 SPAHN RANCH RD	467-150-025-000
2171 MARCH RD	473-100-035-000	208 CRYSTAL POND CT	467-150-015-000
2141 MARCH RD	473-100-032-000	3032 LAMAR WY	496-120-019-000
2161 MARCH RD	473-100-034-000	1225 MANDY PL	482-431-036-000
2211 MARCH RD	473-100-039-000	1296 GRAND JUNCTION WY	496-240-053-000
2210 MARCH RD	473-100-040-000	1025 DENNINGTON PL	490-371-031-000
2151 MARCH RD	473-100-033-000	4009 SONATA WY	496-060-008-000
1883 VERRAZONA DR	484-213-004-000	100 NAPLES PL	459-090-004-000
4033 HAYSTACK WY	492-160-029-000	6265 GARLAND WY	496-200-021-000
1369 VOLONNE DR	482-460-029-000	2088 CAPRI DR	459-070-053-000
201 VALENTINO CT	496-190-018-000	3121 LENNON DR	455-300-015-000
1337 VOLONNE DR	482-460-025-000	7048 GREENFORD WY	496-210-038-000
3104 VERWOOD PL	490-372-047-000	308 CLASSICAL CT	496-060-012-000
116 LOST OAK CT	456-160-023-000	5136 WOOD WY	496-130-025-000
5097 WOOD WY	496-140-003-000	125 GRAPE ST	012-185-029-000
1353 VOLONNE DR	482-460-027-000	2234 VILLAGE GREEN DR	490-372-059-000
6104 GARLAND WY	496-140-027-000	108 GERRARD CT	455-260-021-000
4161 WEATHERVANE WY	492-130-040-000	4081 WYMAN WY	496-170-022-000
4161 WYMAN WY	496-130-009-000	1001 SECRET RAVINE PW	456-010-073-000
1812 VIGNOLIA LP	484-211-007-000	1384 VOLONNE DR	482-460-033-000
1589 AVANTI DR	459-070-010-000	718 SUNRISE AV	471-220-021-000
1206 MEADOW LN	469-200-026-000	117 BOGART CT	496-190-005-000
140 VISTA VERDE CT	492-180-006-000	2218 VILLAGE GREEN DR	490-372-061-000
132 VISTA VERDE CT	492-180-005-000	4064 VITTORIO DR	459-090-055-000
117 VISTA VERDE CT	492-180-045-000	10021 FOOTHILLS BL	017-250-019-000
109 VISTA VERDE CT	492-180-007-000	176 IVY ST	012-184-038-000
108 VISTA VERDE CT	492-180-002-000	172 IVY ST	012-184-039-000
100 VISTA VERDE CT	492-180-001-000	168 IVY ST	012-184-040-000
101 VISTA VERDE CT	492-180-008-000	164 IVY ST	012-184-041-000
1016 OLD COACH DR	492-180-046-000	160 IVY ST	012-184-042-000
1056 OLD COACH DR	492-180-047-000	156 IVY ST	012-184-043-000
101 RIFLE CT	492-180-013-000	152 IVY ST	012-184-044-000
100 RIFLE CT	492-180-020-000	148 IVY ST	012-184-045-000
1025 OLD COACH DR	492-180-012-000	144 IVY ST	012-184-046-000
109 RIFLE CT	492-180-014-000	140 IVY ST	012-184-047-000
1017 OLD COACH DR	492-180-011-000	136 IVY ST	012-184-048-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1101 VISTA VERDE DR	492-180-009-000	132 IVY ST	012-184-049-000
1009 OLD COACH DR	492-180-010-000	128 IVY ST	012-184-050-000
108 RIFLE CT	492-180-019-000	124 IVY ST	012-184-051-000
117 RIFLE CT	492-180-015-000	120 IVY ST	012-184-052-000
116 RIFLE CT	492-180-018-000	116 IVY ST	012-184-053-000
125 RIFLE CT	492-180-016-000	112 IVY ST	012-184-054-000
133 RIFLE CT	492-180-017-000	108 IVY ST	012-184-055-000
1088 OLD COACH DR	492-180-048-000	104 IVY ST	012-184-056-000
124 VISTA VERDE CT	492-180-004-000	100 IVY ST	012-184-057-000
116 VISTA VERDE CT	492-180-003-000	3033 VILLAGE CENTER DR	490-258-009-000
1253 VISTA VERDE DR	492-200-001-000	3009 LAMAR WY	496-120-002-000
1245 VISTA VERDE DR	492-200-002-000	7217 CASTLE ROCK WY	496-150-024-000
1252 VISTA VERDE DR	492-200-020-000	4120 WEATHERVANE WY	492-130-034-000
1229 VISTA VERDE DR	492-200-004-000	2513 PLEASANT GROVE BL	490-300-026-000
1244 VISTA VERDE DR	492-200-019-000	1973 CAMINO REAL WY	483-363-032-000
1221 VISTA VERDE DR	492-200-005-000	3008 LAMAR WY	496-120-021-000
1236 VISTA VERDE DR	492-200-018-000	8264 FORT COLLINS WY	496-150-022-000
1213 VISTA VERDE DR	492-200-006-000	3081 LENNON DR	455-300-010-000
1205 VISTA VERDE DR	492-200-007-000	3009 YOUNGTOWN AV	496-070-032-000
3017 GOODNIGHT TRAIL DR	492-200-015-000	5209 MAESTRO WY	496-090-067-000
1197 VISTA VERDE DR	492-200-008-000	2350 PLEASANT GROVE BL	017-153-004-000
1204 VISTA VERDE DR	492-200-010-000	3101 VILLAGE PLAZA DR	017-153-005-000
1189 VISTA VERDE DR	492-210-001-000	1041 PATAGONIA WY	496-080-015-000
1196 VISTA VERDE DR	492-200-009-000	4024 HAYSTACK WY	492-160-042-000
1181 VISTA VERDE DR	492-210-002-000	5232 MAESTRO WY	496-090-054-000
1188 VISTA VERDE DR	492-210-028-000	88 VALLEY OAK DR	472-370-014-000
1173 VISTA VERDE DR	492-210-003-000	1049 DOLCE LN	459-090-049-000
1180 VISTA VERDE DR	492-210-027-000	2169 CAPRI DR	459-080-007-000
2009 HACIENDA DR	492-210-026-000	3008 OAK TRAIL WY	492-160-023-000
1165 VISTA VERDE DR	492-210-004-000	1597 AVANTI DR	459-070-011-000
2017 HACIENDA DR	492-210-025-000	3033 LAMAR WY	496-120-005-000
2025 HACIENDA DR	492-210-024-000	6017 BARNSIDE PL	492-170-057-000
1157 VISTA VERDE DR	492-210-005-000	301 CONFERENCE CENTER DR	363-011-085-000
1156 VISTA VERDE DR	492-210-018-000	1288 GRAND JUNCTION WY	496-240-052-000
2033 HACIENDA DR	492-210-023-000	4008 PAYSON AV	496-040-068-000
1149 VISTA VERDE DR	492-210-006-000	2145 CAPRI DR	459-080-004-000
2008 HACIENDA DR	492-210-019-000	2565 MEAD WY	496-240-043-000
1148 VISTA VERDE DR	492-210-017-000	3097 WALCOTT WY	455-300-062-000
2016 HACIENDA DR	492-210-020-000	3032 MERCATO WY	459-070-033-000
1141 VISTA VERDE DR	492-210-007-000	450 DIAMOND OAKS RD	015-360-022-000
1140 VISTA VERDE DR	492-210-016-000	2540 MEAD WY	496-120-032-000
2024 HACIENDA DR	492-210-021-000	224 PADUA PL	459-090-009-000
1133 VISTA VERDE DR	492-210-008-000	1725 CAMINO REAL WY	483-363-016-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1132 VISTA VERDE DR	492-210-015-000	1981 CAMINO REAL WY	483-363-033-000
2032 HACIENDA DR	492-210-022-000	1640 ROCKY RIDGE DR	048-520-031-000
1124 VISTA VERDE DR	492-210-014-000	2581 MEAD WY	496-240-041-000
1125 VISTA VERDE DR	492-210-009-000	4096 PAYSON AV	496-040-057-000
1116 VISTA VERDE DR	492-210-013-000	5009 STETSON ST	492-180-031-000
1117 VISTA VERDE DR	492-210-010-000	3016 CHANDLER AV	496-040-029-000
1108 VISTA VERDE DR	492-210-012-000	6160 GARLAND WY	496-140-020-000
1109 VISTA VERDE DR	492-210-011-000	3089 LAMAR WY	496-120-012-000
6001 GARLAND WY	496-180-008-000	3169 LENNON DR	455-300-021-000
4065 WYMAN WY	496-170-020-000	335 ALTA VISTA AV	011-172-007-000
4000 WYMAN WY	496-180-007-000	2096 CATTLEDRIVE WY	492-150-028-000
4008 WYMAN WY	496-180-006-000	5081 PRAIRIE GRASS WY	492-170-021-000
6049 GARLAND WY	496-180-014-000	3185 VILLAGE PLAZA DR	490-372-005-000
4016 WYMAN WY	496-180-005-000	10648 INDUSTRIAL AV	485-010-007-000
4024 WYMAN WY	496-180-004-000	10572 INDUSTRIAL AV	485-030-009-000
4032 WYMAN WY	496-180-003-000	10612 INDUSTRIAL AV	485-030-008-000
4040 WYMAN WY	496-180-002-000	4185 WYMAN WY	496-130-012-000
4048 WYMAN WY	496-180-001-000	1144 ROTHBURY LN	490-300-023-000
4056 WYMAN WY	496-170-012-000	5251 FIDDYMENT RD	017-117-097-000
4064 WYMAN WY	496-170-011-000	2150 BLUE OAKS BL	017-101-048-000
4072 WYMAN WY	496-170-010-000	5333 FIDDYMENT RD	017-117-093-000
6000 GARLAND WY	496-180-027-000	2151 BLUE OAKS BL	017-101-038-000
6032 GARLAND WY	496-180-024-000	4351 WESTPARK DR	496-030-010-000
6048 GARLAND WY	496-180-022-000	4401 WESTPARK DR	496-030-009-000
6064 GARLAND WY	496-180-020-000	2500 WESTBROOK BL	496-020-034-000
6072 GARLAND WY	496-180-019-000	2600 WESTBROOK BL	496-020-033-000
5001 WOOD WY	496-180-028-000	2664 BICKLEIGH LP	496-030-012-000
6080 GARLAND WY	496-180-018-000	3200 PLEASANT GROVE BL	496-010-001-000
6088 GARLAND WY	496-180-017-000	100 CIRBY HILLS DR	472-370-038-000
5049 WOOD WY	496-180-034-000	6137 GARLAND WY	496-140-029-000
6057 GARLAND WY	496-180-015-000	3096 LAMAR WY	496-240-013-000
6065 GARLAND WY	496-180-016-000	2025 ASHTON DR	490-160-017-000
300 BARRYMORE CT	496-200-012-000	5017 PRAIRIE GRASS WY	492-170-013-000
6273 GARLAND WY	496-200-022-000	2180 CASTLE PINES WY	496-110-022-000
6281 GARLAND WY	496-200-023-000	1772 VIGNOLIA LP	484-211-002-000
6289 GARLAND WY	496-200-024-000	3112 LAMAR WY	496-240-014-000
6297 GARLAND WY	496-200-025-000	2060 CAMINO REAL WY	483-361-012-000
6305 GARLAND WY	496-260-025-000	2033 CAPRI DR	459-070-042-000
6313 GARLAND WY	496-260-026-000	7201 CASTLE ROCK WY	496-150-026-000
6321 GARLAND WY	496-260-027-000	2171 VILLAGE GREEN DR	490-371-001-000
6329 GARLAND WY	496-260-028-000	1009 SWEET PEA PL	482-431-022-000
6337 GARLAND WY	496-260-029-000	3089 LENNON DR	455-300-011-000
6345 GARLAND WY	496-250-029-000	101 BOGART CT	496-190-003-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
6353 GARLAND WY	496-250-030-000	1181 PEORIA WY	496-070-015-000
6361 GARLAND WY	496-250-031-000	4104 WEATHERVANE WY	492-130-032-000
2001 MANNINGTON PL	490-372-033-000	3024 MERCATO WY	459-070-034-000
2009 MANNINGTON PL	490-372-032-000	6120 GARLAND WY	496-140-025-000
3000 VERWOOD PL	490-372-034-000	2056 CATTLEDRIVE WY	492-150-033-000
2017 MANNINGTON PL	490-372-031-000	6056 GARLAND WY	496-180-021-000
3008 VERWOOD PL	490-372-035-000	1049 PATAGONIA WY	496-080-016-000
2170 VILLAGE GREEN DR	490-372-067-000	6128 GARLAND WY	496-140-024-000
2025 MANNINGTON PL	490-372-030-000	7112 GREENFORD WY	496-210-030-000
2033 MANNINGTON PL	490-372-029-000	115 FIG ST	012-171-022-000
3024 VERWOOD PL	490-372-037-000	5040 WOOD WY	496-170-017-000
2202 VILLAGE GREEN DR	490-372-063-000	2072 PASQUAL DR	459-090-044-000
2210 VILLAGE GREEN DR	490-372-062-000	1033 DOLCE LN	459-090-051-000
2186 VILLAGE GREEN DR	490-372-065-000	1025 DOLCE LN	459-090-052-000
3016 VERWOOD PL	490-372-036-000	1907 VERRAZONA DR	484-213-007-000
3032 VERWOOD PL	490-372-038-000	1112 ROTHBURY LN	490-300-034-000
2178 VILLAGE GREEN DR	490-372-066-000	6057 PARKMINSTER WY	496-220-033-000
2194 VILLAGE GREEN DR	490-372-064-000	3041 OAK TRAIL WY	492-160-006-000
3056 VERWOOD PL	490-372-041-000	7008 GREENFORD WY	496-210-043-000
1033 CHAPELHILL LN	490-390-044-000	7000 GREENFORD WY	496-210-044-000
1029 CHAPELHILL LN	490-390-031-000	7032 GREENFORD WY	496-210-040-000
1025 CHAPELHILL LN	490-390-032-000	7016 GREENFORD WY	496-210-042-000
1021 CHAPELHILL LN	490-390-033-000	7040 GREENFORD WY	496-210-039-000
1017 CHAPELHILL LN	490-390-034-000	7024 GREENFORD WY	496-210-041-000
1032 ESSINGTON LN	490-390-043-000	7096 GREENFORD WY	496-210-032-000
1013 CHAPELHILL LN	490-390-035-000	7064 GREENFORD WY	496-210-036-000
1028 ESSINGTON LN	490-390-030-000	7120 GREENFORD WY	496-210-029-000
1009 CHAPELHILL LN	490-390-036-000	7104 GREENFORD WY	496-210-031-000
1024 ESSINGTON LN	490-390-029-000	7137 GREENFORD WY	496-210-024-000
1005 CHAPELHILL LN	490-390-037-000	7153 GREENFORD WY	496-210-026-000
1020 ESSINGTON LN	490-390-028-000	7145 GREENFORD WY	496-210-025-000
1016 ESSINGTON LN	490-390-027-000	9016 HAVERING DR	496-210-020-000
1001 CHAPELHILL LN	490-390-038-000	9008 HAVERING DR	496-210-021-000
1012 ESSINGTON LN	490-390-026-000	9024 HAVERING DR	496-210-019-000
1008 ESSINGTON LN	490-390-025-000	7025 GREENFORD WY	496-210-011-000
1004 ESSINGTON LN	490-390-024-000	6184 PARKMINSTER WY	496-210-001-000
1000 ESSINGTON LN	490-390-023-000	7033 GREENFORD WY	496-210-012-000
1005 ESSINGTON LN	490-390-011-000	7041 GREENFORD WY	496-210-013-000
1009 ESSINGTON LN	490-390-012-000	7017 GREENFORD WY	496-210-010-000
1029 ESSINGTON LN	490-390-013-000	6160 PARKMINSTER WY	496-220-003-000
1025 ESSINGTON LN	490-390-014-000	6168 PARKMINSTER WY	496-220-002-000
1021 ESSINGTON LN	490-390-015-000	6144 PARKMINSTER WY	496-220-005-000
4089 GUNNAR DR	490-390-010-000	7009 GREENFORD WY	496-210-009-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
1017 ESSINGTON LN	490-390-016-000	6176 PARKMINSTER WY	496-220-001-000
1032 BILLINGTON LN	490-390-041-000	6152 PARKMINSTER WY	496-220-004-000
4081 GUNNAR DR	490-390-009-000	6120 PARKMINSTER WY	496-220-008-000
1013 ESSINGTON LN	490-390-017-000	6112 PARKMINSTER WY	496-220-009-000
1028 BILLINGTON LN	490-390-022-000	6016 PARKMINSTER WY	496-220-021-000
4073 GUNNAR DR	490-390-008-000	6136 PARKMINSTER WY	496-220-006-000
1024 BILLINGTON LN	490-390-021-000	6040 PARKMINSTER WY	496-220-018-000
4065 GUNNAR DR	490-390-007-000	6024 PARKMINSTER WY	496-220-020-000
1020 BILLINGTON LN	490-390-020-000	6000 PARKMINSTER WY	496-220-023-000
4057 GUNNAR DR	490-390-006-000	6032 PARKMINSTER WY	496-220-019-000
1016 BILLINGTON LN	490-390-019-000	6008 PARKMINSTER WY	496-220-022-000
4049 GUNNAR DR	490-390-005-000	6048 PARKMINSTER WY	496-220-017-000
1033 BILLINGTON LN	490-380-034-000	5024 SOUTHBURY DR	496-210-007-000
1012 BILLINGTON LN	490-390-018-000	5016 SOUTHBURY DR	496-210-008-000
4041 GUNNAR DR	490-390-004-000	5025 SOUTHBURY DR	496-210-003-000
1029 BILLINGTON LN	490-380-016-000	5032 SOUTHBURY DR	496-210-006-000
4033 GUNNAR DR	490-390-003-000	5017 SOUTHBURY DR	496-210-002-000
1025 BILLINGTON LN	490-380-017-000	4025 WATERHOUSE WY	496-220-047-000
4025 GUNNAR DR	490-390-002-000	5033 SOUTHBURY DR	496-210-004-000
1021 BILLINGTON LN	490-380-018-000	5041 SOUTHBURY DR	496-210-005-000
4017 GUNNAR DR	490-390-001-000	4017 WATERHOUSE WY	496-220-046-000
2165 PLEASANT GROVE BL	490-380-033-000	4033 WATERHOUSE WY	496-220-048-000
1017 BILLINGTON LN	490-380-019-000	4057 WATERHOUSE WY	496-220-051-000
2173 PLEASANT GROVE BL	490-380-015-000	4041 WATERHOUSE WY	496-220-049-000
1013 BILLINGTON LN	490-380-020-000	4072 WATERHOUSE WY	496-220-042-000
2181 PLEASANT GROVE BL	490-380-014-000	4073 WATERHOUSE WY	496-220-053-000
1009 BILLINGTON LN	490-380-021-000	4080 WATERHOUSE WY	496-220-041-000
2189 PLEASANT GROVE BL	490-380-013-000	4049 WATERHOUSE WY	496-220-050-000
1005 BILLINGTON LN	490-380-022-000	4032 WATERHOUSE WY	496-220-045-000
2197 PLEASANT GROVE BL	490-380-012-000	4089 WATERHOUSE WY	496-220-055-000
1001 BILLINGTON LN	490-380-023-000	4065 WATERHOUSE WY	496-220-052-000
2205 PLEASANT GROVE BL	490-380-011-000	4056 WATERHOUSE WY	496-220-044-000
2213 PLEASANT GROVE BL	490-380-010-000	4081 WATERHOUSE WY	496-220-054-000
2221 PLEASANT GROVE BL	490-380-009-000	6009 PARKMINSTER WY	496-220-025-000
5057 DENHOLME LN	490-380-024-000	301 BEXLEY CT	496-220-026-000
2229 PLEASANT GROVE BL	490-380-008-000	316 BEXLEY CT	496-220-029-000
5049 DENHOLME LN	490-380-025-000	6153 PARKMINSTER WY	496-220-040-000
5041 DENHOLME LN	490-380-026-000	308 BEXLEY CT	496-220-030-000
5033 DENHOLME LN	490-380-027-000	4064 WATERHOUSE WY	496-220-043-000
2237 PLEASANT GROVE BL	490-380-007-000	309 BEXLEY CT	496-220-027-000
5025 DENHOLME LN	490-380-028-000	6001 PARKMINSTER WY	496-220-024-000
2245 PLEASANT GROVE BL	490-380-006-000	6145 PARKMINSTER WY	496-220-039-000
5017 DENHOLME LN	490-380-029-000	300 BEXLEY CT	496-220-031-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
2253 PLEASANT GROVE BL	490-380-005-000	317 BEXLEY CT	496-220-028-000
5009 DENHOLME LN	490-380-030-000	6049 PARKMINSTER WY	496-220-032-000
2261 PLEASANT GROVE BL	490-380-004-000	6113 PARKMINSTER WY	496-220-035-000
5005 DENHOLME LN	490-380-031-000	6073 PARKMINSTER WY	496-220-034-000
2269 PLEASANT GROVE BL	490-380-003-000	6121 PARKMINSTER WY	496-220-036-000
2277 PLEASANT GROVE BL	490-380-002-000	6137 PARKMINSTER WY	496-220-038-000
2285 PLEASANT GROVE BL	490-380-001-000	7152 GREENFORD WY	496-310-058-000
7564 ASTAIRE WY	496-260-017-000	7176 GREENFORD WY	496-310-055-000
425 CHANEY CT	496-260-013-000	7208 GREENFORD WY	496-310-051-000
417 CHANEY CT	496-260-014-000	7200 GREENFORD WY	496-310-052-000
409 CHANEY CT	496-260-015-000	7184 GREENFORD WY	496-310-054-000
401 CHANEY CT	496-260-016-000	7168 GREENFORD WY	496-310-056-000
7572 ASTAIRE WY	496-260-018-000	8040 NORBURY PARK DR	496-310-031-000
7580 ASTAIRE WY	496-260-019-000	8016 NORBURY PARK DR	496-310-034-000
400 CHANEY CT	496-260-009-000	7160 GREENFORD WY	496-310-057-000
408 CHANEY CT	496-260-010-000	7224 GREENFORD WY	496-310-049-000
416 CHANEY CT	496-260-011-000	7216 GREENFORD WY	496-310-050-000
424 CHANEY CT	496-260-012-000	7192 GREENFORD WY	496-310-053-000
7588 ASTAIRE WY	496-260-020-000	8080 NORBURY PARK DR	496-310-026-000
7596 ASTAIRE WY	496-260-021-000	8008 NORBURY PARK DR	496-310-035-000
501 KNOWLES CT	496-260-008-000	8032 NORBURY PARK DR	496-310-032-000
509 KNOWLES CT	496-260-007-000	8056 NORBURY PARK DR	496-310-029-000
517 KNOWLES CT	496-260-006-000	8024 NORBURY PARK DR	496-310-033-000
525 KNOWLES CT	496-260-005-000	8096 NORBURY PARK DR	496-310-024-000
7604 ASTAIRE WY	496-260-022-000	8097 NORBURY PARK DR	496-310-044-000
7612 ASTAIRE WY	496-260-023-000	8064 NORBURY PARK DR	496-310-028-000
500 KNOWLES CT	496-260-001-000	8048 NORBURY PARK DR	496-310-030-000
508 KNOWLES CT	496-260-002-000	8072 NORBURY PARK DR	496-310-027-000
7620 ASTAIRE WY	496-260-024-000	8081 NORBURY PARK DR	496-310-042-000
516 KNOWLES CT	496-260-003-000	8089 NORBURY PARK DR	496-310-043-000
524 KNOWLES CT	496-260-004-000	8057 NORBURY PARK DR	496-310-039-000
7628 ASTAIRE WY	496-250-025-000	8088 NORBURY PARK DR	496-310-025-000
601 CROSBY CT	496-250-024-000	8073 NORBURY PARK DR	496-310-041-000
609 CROSBY CT	496-250-023-000	8049 NORBURY PARK DR	496-310-038-000
617 CROSBY CT	496-250-022-000	8065 NORBURY PARK DR	496-310-040-000
625 CROSBY CT	496-250-021-000	7161 GREENFORD WY	496-310-045-000
7636 ASTAIRE WY	496-250-026-000	7177 GREENFORD WY	496-310-047-000
7644 ASTAIRE WY	496-250-027-000	8041 NORBURY PARK DR	496-310-037-000
600 CROSBY CT	496-250-016-000	8033 NORBURY PARK DR	496-310-036-000
608 CROSBY CT	496-250-017-000	7185 GREENFORD WY	496-310-048-000
616 CROSBY CT	496-250-018-000	7169 GREENFORD WY	496-310-046-000
7652 ASTAIRE WY	496-250-028-000	5128 SOUTHBURY DR	496-310-013-000
624 CROSBY CT	496-250-019-000	5152 SOUTHBURY DR	496-310-011-000

Weed Abatement 2017 - List of Parcels

ADDR1	ADDR1	ADDR1	ADDR1
632 CROSBY CT	496-250-020-000	5144 SOUTHBURY DR	496-310-012-000
701 FAIRBANKS CT	496-250-015-000	5096 SOUTHBURY DR	496-310-017-000
709 FAIRBANKS CT	496-250-014-000	5120 SOUTHBURY DR	496-310-014-000
717 FAIRBANKS CT	496-250-013-000	5088 SOUTHBURY DR	496-310-018-000
725 FAIRBANKS CT	496-250-012-000	5048 SOUTHBURY DR	496-310-023-000
733 FAIRBANKS CT	496-250-011-000	5080 SOUTHBURY DR	496-310-019-000
741 FAIRBANKS CT	496-250-010-000	5072 SOUTHBURY DR	496-310-020-000
2008 FAIRBANKS WY	496-250-001-000	5104 SOUTHBURY DR	496-310-016-000
2016 FAIRBANKS WY	496-250-002-000	5112 SOUTHBURY DR	496-310-015-000
700 FAIRBANKS CT	496-250-003-000	5056 SOUTHBURY DR	496-310-022-000
708 FAIRBANKS CT	496-250-004-000	5073 SOUTHBURY DR	496-310-004-000
716 FAIRBANKS CT	496-250-005-000	5064 SOUTHBURY DR	496-310-021-000
724 FAIRBANKS CT	496-250-006-000	5049 SOUTHBURY DR	496-310-001-000
732 FAIRBANKS CT	496-250-007-000	5113 SOUTHBURY DR	496-310-008-000
740 FAIRBANKS CT	496-250-008-000	5057 SOUTHBURY DR	496-310-002-000
748 FAIRBANKS CT	496-250-009-000	5129 SOUTHBURY DR	496-310-010-000
1089 PROVENCE VILLAGE DR	482-470-075-000	5081 SOUTHBURY DR	496-310-005-000
1097 PROVENCE VILLAGE DR	482-470-076-000	5105 SOUTHBURY DR	496-310-007-000
1081 PROVENCE VILLAGE DR	482-470-074-000	5089 SOUTHBURY DR	496-310-006-000
1073 PROVENCE VILLAGE DR	482-470-073-000	5065 SOUTHBURY DR	496-310-003-000
1017 PROVENCE VILLAGE DR	482-470-029-000	5121 SOUTHBURY DR	496-310-009-000
1025 PROVENCE VILLAGE DR	482-470-030-000	1620 WINCHESTER WY	048-430-021-000
1033 PROVENCE VILLAGE DR	482-470-031-000	5050 SUMMERFAIRE DR	496-100-009-000
1041 PROVENCE VILLAGE DR	482-470-032-000	4201 WYMAN WY	496-130-014-000
1049 PROVENCE VILLAGE DR	482-470-033-000	1121 VOLONNE DR	482-450-043-000
1057 PROVENCE VILLAGE DR	482-470-034-000	4025 SONATA WY	496-060-006-000
1065 PROVENCE VILLAGE DR	482-470-072-000	2517 MEAD WY	496-120-025-000
1105 PROVENCE VILLAGE DR	482-470-077-000	200 BONNY KNOLL RD	014-120-010-000
1009 PROVENCE VILLAGE DR	482-470-028-000	3694 COPPERLEAF ST	456-320-017-000
308 BELCASTEL PL	482-470-026-000	4160 VITTORIO DR	459-080-020-000
6001 BARDOLINO PL	482-470-043-000	2124 CASTLE PINES WY	496-110-029-000
6000 BARDOLINO PL	482-470-044-000	3313 WELTON CI	496-050-003-000
2001 MONTAUBAN PL	482-470-071-000	4136 WEATHERVANE WY	492-130-036-000
1172 LAVANDE DR	482-470-078-000	4048 CHUCKWAGON WY	492-190-011-000
4000 MONTCALM PL	482-470-056-000	7049 ROMA WY	459-080-051-000
4001 MONTCALM PL	482-470-055-000	1532 AVANTI DR	459-070-037-000
300 BELCASTEL PL	482-470-027-000	6009 GARLAND WY	496-180-009-000
8000 PAPINEAU PL	482-470-035-000	4184 VITTORIO DR	459-080-017-000
6009 BARDOLINO PL	482-470-042-000	5057 WOOD WY	496-180-035-000
6008 BARDOLINO PL	482-470-045-000	1233 VOLONNE DR	482-460-012-000
2009 MONTAUBAN PL	482-470-070-000	2048 AVIGNON LN	482-450-033-000
1166 LAVANDE DR	482-470-079-000	7105 GREENFORD WY	496-210-016-000
4008 MONTCALM PL	482-470-057-000	96 VALLEY OAK DR	472-370-018-000

Weed Abatement 2017 - List of Parcels

ADDR1

4009 MONTCALM PL
8008 PAPINEAU PL
501 FLUERY PL
509 FLUERY PL
6017 BARDOLINO PL
100 BOGART CT
1376 VOLONNE DR

ADDR1

482-470-054-000
482-470-036-000
482-470-024-000
482-470-025-000
482-470-041-000
496-190-017-000
482-460-032-000

ADDR1

3663 COPPERLEAF ST
1623 SANTA CLARA DR
4289 BOB DOYLE DR
3593 MINERS RAVINE DR
6033 GARLAND WY
1177 VOLONNE DR

ADDR1

456-320-012-000
048-260-037-000
490-371-011-000
456-310-016-000
496-180-012-000
482-450-049-000



Notice of Exemption

To: Placer County Clerk
Recorder's Office
3091 County Center Dr.
Auburn, CA 95603

From: City of Roseville
Community Development Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 2017 Weed Abatement Project
(Resolution Declaring Weeds and Rubbish a Public Nuisance)

Project Location(s): City-wide throughout Roseville

Project Description: The City of Roseville Fire Department proposes to notify property owners of vacant parcels, within the City, that a potential fire hazard exists on these parcels. If corrective action is not taken by the property owner the City's Fire Department will proceed with weed abatement activities including, mechanical mowing, trimming, and other methods of weed removal.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Fire Department

Reason why this Project is Exempt: This project is applicable to Class 4 Categorical Exemption as described in Section 15304 (i) of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 4 consists of...minor public...alterations in the conditions of land which do not involve removal of healthy, mature, scenic trees...including but not limited to...fuel management activities..."

Lead Agency Contact Person: Jason Rizzi, Fire Marshal, Fire Department
(916-774-5802) 311 Vernon Street, Roseville, CA 95678.

Signature: _____


Mark J. Morse, Environmental Coordinator
City of Roseville

Date: _____

2-22-17



COUNCIL COMMUNICATION

CC #: 8318

File #: 0800-04 & 0214

Title: Louis Orlando Transfer Point Project - Grant Application
Contact: Elizabeth Haydu 916-746-1302 ehaydu@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager or His Designee to apply for FY2016/17 Low Carbon Transit Operations Program (LCTOP) grant funds for the Louis/Orlando Transfer Point construction project, and to execute the related forms and agreements.

BACKGROUND

LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 with Senate Bill 862 (SB 862). SB 862 established LCTOP as a noncompetitive, formulaic program intended to provide operating and capital assistance to transit agencies with the goal of reducing greenhouse gas (GHG) emissions and improving mobility. Funding for the LCTOP program is derived from California Air Resources Board (ARB) Cap-and-Trade auction proceeds. The California Department of Transportation (Caltrans) is responsible for administering the program in coordination with the California Air Resources Board and the State Controller's Office.

Placer County jurisdictions are eligible to receive \$153,482.00 from the FY2016/17 LCTOP program. These funds are allocated to Placer County Transportation Planning Agency (PCTPA) as the Regional planning agency, and then PCTPA distributes funds to local jurisdictions based on population and fare revenue. Up to \$69,663.00 is the FY2016/17 allocation to the City of Roseville.

City staff proposes to apply these funds for the Louis/Orlando Transfer Point construction project, which will reconstruct and expand an existing bus transfer point on Louis Lane and Orlando Avenue. The transfer point is used by Roseville Transit, Placer County Transit and Sacramento Regional Transit. The transfer point will also include a parking lot for commuters. The construction contract is anticipated to be awarded in April, 2017, with construction to commence in May, 2017.

FISCAL IMPACT

The current cost estimate for the Louis/Orlando Transfer Point construction project is \$3,242,812.00. The current available sources of funds are comprised of the following sources:

- Federal Transit Administration (FTA) \$2,464,633.00
- LCTOP prior year allocation \$45,465.00
- Prop 1B Transit System Safety, Security and Disaster Response Account (TSSSDRA) \$80,081.00
- Placer County Air Pollution Control District (PCAPCD) \$117,000.00
- Sacramento Regional Transit \$167,667.00

With the proposed action allocating the additional amount of up to \$69,663.00 of LCTOP funds to the project, the total available funds will be up to \$2,944,509.00. Staff will explore alternative funding options for the unfunded balance and present a plan for this to the City Council at bid award.

As shown above, these LCTOP grant funds will provide much needed financial assistance for this project. Grant funds, other local sources of funds, and the Local Transportation Fund will contribute to the construction of the Louis/Orlando Transfer Point. No General Fund money will be used for this project, nor has any General Fund money been used for the previous engineering, environmental, or right of way activities.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines there is one job created for every \$92,000 in direct government spending. Using this guideline, these LCTOP funds could generate one-half (1/2) additional jobs for the Louis/Orlando Transfer Point project.

ENVIRONMENTAL REVIEW

In September 2013, the City Council approved a Mitigated Negative Declaration for the Louis/Orlando Transfer Point project as the environmental document under the California Environmental Quality Act. In addition, the Federal Transit Administration has approved a categorical exclusion for the project under the National Environmental Policy Act. No further environmental review is required.

Respectfully Submitted,

Elizabeth Haydu, Financial Analyst

Rhon Herndon, Public Works Director



ATTACHMENTS:

~~Description~~

Rob Jensen, City Manager

Resolution No. 17-90

Authorized Agent Form

RESOLUTION NO. 17-90

AUTHORIZING CITY MANAGER OR HIS DESIGNEE TO SUBMIT LOW CARBON
TRANSIT OPERATIONS PROGRAM GRANT APPLICATIONS AND TO EXECUTE THE
RELATED GRANT APPLICATIONS, FORMS AND AGREEMENTS

WHEREAS, the City of Roseville is eligible to receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, up to \$69,663 is available to the City of Roseville for Fiscal Year 2017; and

WHEREAS, the statutes related to state-funded transit projects require a local implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 named the Department of Transportation as the administrative agency for the LCTOP; and

WHEREAS, there are guidelines for the purpose of administering and distributing LCTOP funds to eligible local agencies; and

WHEREAS, staff recommends applying for available LCTOP funds for use on the Louis/Orlando Transfer Point construction project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that as the fund recipient, the City of Roseville agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects; and

BE IT FURTHER RESOLVED, that the City Council of the City of Roseville hereby authorizes the City Manager or his designee to submit Low Carbon Transit Operations Program Grant applications and to execute the related grant applications, forms and agreements.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



**FY 2016-2017 LCTOP
Authorized Agent**

AS THE City Manager
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Roseville
(Name of County/City Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Rhon Herndon, Public Works Director OR
(Name and Title of Authorized Agent)

Michael Dour, Alternative Transportation Manager OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent)

Rob Jensen
(Print Name)

City Manager
(Title)

(Signature)

Approved this _____ day of _____, 20 _____

Only needed if there is a change in the Authorized Agent(s).



COUNCIL COMMUNICATION

CC #: 8329

File #: 0721

Title: Ongoing Operations of the Regional Connect Card System - Memorandum of Understanding

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

Meeting Date: 3/15/2017

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the Resolution approving the Memorandum of Understanding for the Ongoing Operations of the Regional Connect Card System, and authorizing the City Manager to execute the Memorandum of Understanding.

BACKGROUND

In 2011, the City of Roseville joined other transit operators in the six county Sacramento region and the Sacramento Area Council of Governments (SACOG) by becoming party to a Memorandum of Understanding ("MOU") for the design and development of the Connect Card System. This original MOU proved an effective means of articulating responsibilities and protecting the rights of each participant during Connect Card design and development. The result of the City's participation is that Roseville has developed a strong electronic fare payment system that works for us and our partners now and into the future.

The City of Roseville and the rest of the participating transit agencies are currently testing the Connect Card system on the local fixed route and commuter buses as part of a regional "soft launch". The Soft Launch will be followed by full operation of the Connect Card, anticipated in June of 2017. Staff is not proposing to use the Connect Card for our ADA Paratransit, Dial-a-Ride or Game Day Express services at this time, but may consider doing so in the future.

The proposed ***MOU for Ongoing Operations of Connect Card*** details the roles and responsibilities of the participating transit agencies, the Sacramento Area Council of Governments (SACOG), and the Regional Service Center (RSC) which is to be operated by Sacramento Regional Transit (RT). In particular, the MOU:

- Protects Roseville's interests by limiting the purview of the MOU to fare collection, while preserving the fare policy and pricing authority of the individual transit operator policy boards.
- Defines voting rights and requirements, which require support of both the large (RT) and multiple small transit operators to ratify a decision.

- Defines initial cost responsibility formulas for each agency's pro rata share of the RSC operating costs based on passenger data and fare revenue, and provides each agency a voice in planning RSC services and associated budgets annually.
- Requires all participants to comply with standards and procedures detailed in the Connect Card Regional Operating Rules (ROR), which include a financial settlement process, standard operating procedures, privacy policy, and brand preservation policy. City staff helped develop the ROR and will be involved in future updates. The ROR are attached for reference since they are mentioned in the MOU, but they are not subject to City Council approval.

Connect Card Benefits - Implementing the Connect Card fare payment system has multiple benefits to riders, participating agencies and the region. Today, riders must pay fares using either paper media (e.g., passes, tickets, transfers) purchased at limited distribution sites or with cash, using exact change. Connect Card affords the rider new flexibility and protections. Fares can be paid from anywhere with internet or telephone access, and all fare media types can be auto loaded to the Connect Card from any bus, train station or distribution site. Also, fare purchases and cash balances are protected. Reporting a lost, damaged or stolen card gains the user another card with balances and media restored. Exact change is no longer needed, and cash balances can be replenished from home, work or on the run. As noted above, the rider benefits will be for local fixed route and commuter riders at this time, with consideration for extending the Connect Card offerings to other Roseville transit services in the future.

Transit operators pay a high cost to secure and process paper media (e.g., order, print, ship, distribute, collect unused media, destroy) and cash (e.g., collect, count, secure, deposit coins and currency). Moving to electronic fare collection offers the opportunity to reduce operating costs, improve controls, reduce fraud, and streamline business processes. The region benefits from a single smart card accepted on all transit operators, improving ease of use and transit integration. The Connect Card is flexible and can accommodate additional uses like bike share, parking and public/private benefits. It remains the intent of the participating agencies to capture these benefits for our transit riders, transit agencies and the region.

FISCAL IMPACT

The Regional Service Center's operational cost for FY 2017/18 is \$1,865,954. Roseville's pro rata share of that cost is approximately \$32,000 based upon regional ridership and fare revenue data. Additional Connect Card costs will include Roseville's fair share of the cost for capital replacement of RSC hardware (anticipated at approximately \$3,500 per year), and annual costs for maintenance of equipment installed on Roseville Transit buses. Signing the MOU does not commit us to a specific financial obligation today, but staff would expect to address these costs in the proposed budget for FY 2017/18 and annually thereafter. Staff anticipates that the Local Transit Fund's Transportation Development Act monies would be used for the ongoing Connect Card costs. The General Fund will not be used for this project.

It should be noted that participating in the regional Connect Card system offers the opportunity to expand ridership by leveraging new benefits (e.g., balance protection, automatic loading of fare media, streamlined employer benefit procedures, single card accepted by all transit operators, exact change not required). The regional components of the Connect Card system (i.e., customer service call desk, on-line self-service portal, third party vendor network, financial reporting and auditing, and regional systems maintenance and operations) are shared among participants,

offering economies of scale and consistent high quality service to all.

Participation in the Connect Card system also offers the opportunity to reduce the cost of fare collection by replacing paper products supported by manual processes. These reduced costs will not occur immediately and will instead accrue over time as we reduce reliance on the paper pass system.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines, there is one job created for every \$92,000 in direct government spending. This would result in the creation of approximately one-half (1/2) job.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Michael Dour, Alternative Transportation Manager

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-99

Connect Card MOU for Operations

RESOLUTION NO. 17-99

APPROVING A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS, THE SACRAMENTO REGIONAL TRANSIT DISTRICT, THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF ROSEVILLE, THE COUNTY OF PLACER, THE COUNTY OF SACRAMENTO, THE EL DORADO COUNTY TRANSIT AUTHORITY, THE YOLO COUNTY TRANSPORTATION DISTRICT AND YUBA-SUTTER TRANSIT AUTHORITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding regarding Governance of the Regional Connect Transit Card System On-Going Operations, by and among the Sacramento Area Council of Governments, The Sacramento Regional Transit District, the City of Elk Grove, the City of Folsom, the City of Roseville, the County of Placer, the County of Sacramento, the El Dorado County Transit Authority, the Yolo County Transportation District and Yuba-Sutter Transit Authority, has been reviewed by the City Council; and

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

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

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING REGARDING
GOVERNANCE OF THE
REGIONAL CONNECT TRANSIT CARD SYSTEM
ON-GOING OPERATIONS**

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE GOVERNANCE OF THE REGIONAL CONNECT TRANSIT CARD SYSTEM (“MOU”) is effective as of the ____th day of **January 2017**, by and among the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“**SACOG**”), the **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a regional transit district duly organized and existing under the laws of the State of California (“**RT**”), the **CITY OF ELK GROVE**, a municipal corporation duly organized and existing under the laws of the State of California (“**Elk Grove**”), the **CITY OF FOLSOM**, a charter city duly organized and existing under the laws of the State of California (“**Folsom**”), the **CITY OF ROSEVILLE** a charter city duly organized and existing under the laws of the State of California (“**Roseville**”), **COUNTY OF PLACER**, a political subdivision of the State of California (“**Placer County**”), **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (“**Sacramento County**”), the **EL DORADO COUNTY TRANSIT AUTHORITY**, a California joint powers agency (“**ED Transit**”), the **YOLO COUNTY TRANSPORTATION DISTRICT**, a transportation district duly organized and existing under the laws of the State of California (“**YCTD**”), and **YUBA-SUTTER TRANSIT AUTHORITY**, a California joint powers agency (“**YST**”), with each party individually referred to as a “Member,” and collectively known as “the Members” in this MOU.

RECITALS

- A. The Regional Connect Transit Card System (“Connect Card”) is a smart card program in the greater Sacramento region developed as a cooperative effort amongst the Members providing for the electronic payment of fares by passengers on Member buses and/or railcars.
- B. The administrative functions of the Connect Card, as well as a customer call center, third party vendor network and on-line support portal, are managed by the Regional Service Center (“RSC”) on behalf of all Members.
- C. RT is the agency responsible for the daily operations of the RSC (“RSC Provider”), and is also a Member of Connect Card.
- D. The rules for participation in the Connect Card are outlined in the Connect Card Regional Operating Rules (“Regional Operating Rules”), which, among other things sets forth the standard operating procedures for the RSC services, the Connect Card privacy policy, the Connect Transit Card Brand Style Guide, and the financial positions and settlement process. Should conflicts occur between the Regional Operating Rules and this MOU, the MOU takes precedence and all other components of the Regional Operating Rules remain in effect.

Building on the success of cooperative work to develop and launch the Connect Card, Members wish to (1) provide for governance and policy decisions necessary for on-going operations of the Connect Card, (2) establish the roles and responsibilities of each Member for on-going operations and maintenance of the Connect Card; and (3) establish the cost responsibility for each Member for operations and maintenance.

AGREEMENT

NOW THEREFORE, the Members intending to be legally bound hereto agree as follows:

A. GOVERNING ON-GOING OPERATIONS OF THE CONNECT CARD

The Connect Card System will be governed by the Governance Committee (“Committee”). All Members except SACOG (the “Voting Members”) will appoint representatives (“Voting Representatives”) pursuant to Section A.1. SACOG will appoint a representative (the “Nonvoting Representative”) pursuant to Section A.2.

- 1) **Voting Representatives.** The following individuals, or their respective designees and alternates, will be appointed by the Voting Members to serve on the Committee: RT’s General Manager; Elk Grove’s City Manager; Folsom’s City Manager; Roseville’s City Manager; Placer County Transit’s General Manager; Sacramento County’s Director of Transportation; ED Transit’s Executive Director; YCTD’s Executive Director; and YST’s Transit Manager. The appointed individual from each Voting Member must provide the name, title and contact information of the designee and alternate to the Committee and the RSC before the designee or alternate may represent his or her agency in any Connect Card business.
 - a) New Members: Any new Voting Member added pursuant to execution of this MOU, will appoint its chief executive officer, or equivalent, or his/her designee and alternate, to serve as the Voting Representative on the Committee.
 - b) Each Voting Representative will receive notice of all meetings, will have the right to participate in Committee discussions, will have the right to place matters on the agenda, and will have the right to vote in accordance with Section A.1, below.
 - c) Alternates have the right to exercise his or her agency’s vote when the Voting Representative or designee is otherwise unavailable to participate.
- 2) **Non-Voting Representatives.** In addition to the Voting Representatives described above, the Chief Executive Officer of SACOG (or his designee) will serve as a Non-Voting Representative on the Committee.
 - a) Non-Voting Representatives will receive notice of all meetings, and will have the right to participate in Committee discussions, and have the right to place matters on the agenda, but will have no vote.

3) **Voting.** The Committee will strive to reach consensus on all decisions. However, if consensus cannot be reached, approval by a combination of RT, plus additional smaller Members is required to approve the action under consideration. The intent of this voting construct is to safeguard both large and small interests in Connect Card by requiring collaboration among large and small interests to ratify an action or proposal. RT is the single largest interest in Connect Card, responsible for approximately 70% to 80% of the riders, fare revenue, regional capital costs and regional operating costs. While RT does comprise both a majority and a supermajority on its own under an interest-based or proportional voting system, additional smaller Member votes have been added for ratification to ensure collaboration among large and small interests. The number of affirmative votes to ratify an action or proposal varies by the size of the Voting Member pool, as set forth below:

a) A quorum is required to call for a vote on the decision items reserved for the Committee (Section A.3), as defined below.

Total Number of Voting Members Party to MOU	Quorum
8-10 Voting Members	5 or more
11-12 Voting Members	6 or more
13-14 Voting Members	7 or more

b) All Voting Representatives will have one vote per Member agency.

c) Actions requiring a vote of the Committee (except actions for which a supermajority vote is required) must be ratified by the affirmative vote of RT, as the largest interest, plus additional smaller interests, as set forth below.

Total Number of Voting Members Party to MOU	Ratifying Vote Requirement
8-10 Voting Members	RT plus at least 3 other members
11-12 Voting Members	RT plus at least 4 other members
13-14 Voting Members	RT plus at least 5 other members

d) Decisions reserved for the Committee and requiring a ratifying vote for authorization are:

- i) The addition or subtraction of a Member (excepting a Member may opt out with a 90-day notice period) to this MOU and the Committee, as set forth in Section D of this MOU.
- ii) The annual RSC operating budget, scope of services and cost responsibility (cost shares) as well as amendments and changes in excess of five (5) percent (cumulative across the fiscal year) of the annual approved RSC budget. Note that while budgetary variances of five (5) percent or less do not require a vote for approval, they must be reported to the Committee in a timely manner.

- iii) The multi-year RSC regional capital plan (including cost, schedule and items to be purchased) for system upgrades, investment requirements and participant shares of upgrade/replacement costs, after accounting for any regional funding that may be available. Investments outside the approved plan likewise require approval by the Committee.
 - iv) Changes to the Regional Service Center (RSC) Provider, excepting that the current Provider can opt out with 180 days of notice pursuant to section B.2 of this MOU.
 - v) Legal actions and suits involving the Connect Card, including both the design and development project, and the Regional Service Center operations.
 - vi) Amendments proposed to this MOU and Committee recommendations on a proposed amendment to each Member's governing body.
 - vii) Adoption of the Connect Card Regional Operating Rules, along with significant updates and/or changes thereto when such update or change has a reasonable expectation of adverse impact to one or more Members. Minor updates and procedural changes that do not have a reasonable expectation of adverse impact to any Member do not require approval, but must be communicated to Members.
- e) Notwithstanding the provisions of Section A.3, the following actions by the Committee will require a supermajority defined as the affirmative vote of at least 75% (and must include RT) of the Voting Representatives present at the meeting in which a vote is taken:
 - i) Termination of the MOU pursuant to Section E.5; or
 - ii) Removal of a noncompliant Member pursuant to Section E.8.
- 4) **Vote Notification and Procedures.** Committee Members will receive notification of an item for consideration reserved for Committee approval in section A.3 above at least (10) ten calendar days in advance of the meeting. Meetings, and voting, will be conducted in accordance with Roberts Rules of Orders, provided that in the event of a conflict, such rules will be superseded by this MOU.
- 5) **Committee Costs.** The Members will be responsible for the ordinary and usual costs incurred as a result of Committee participation, including but not limited to, mileage expenses and personnel time associated with attending and staffing the Committee meetings.
- 6) **Mediation.** If ratification requirements cannot be met by the Committee, the Members may choose voluntary mediation to resolve the impasse. The mediator and the process of mediation may be any that is acceptable to all affected parties.

B. ROLES AND RESPONSIBILITIES

- 1) **Member Roles and Responsibilities.** Each Member acknowledges and agrees to the following terms and conditions at all times during its participation in the regional Connect Card.
 - a. Member will abide by the latest approved Connect Card Regional Operating Rules (“Regional Operating Rules”), which will be posted on a web site accessible to all Members.
 - b. Member must purchase or lease, and maintain in good working order, all local equipment and systems required to participate in the Connect Card, including on board equipment, curbside sales machines (as appropriate), equipment to communicate Connect Card and account transactions to the RSC, and computers to review reports.
 - c. Member must comply with the financial positions and settlement process by timely making and accepting payments as required and set forth in the Regional Operating Rules, to include paying its share of operating costs and capital reserves.
 - d. Member acknowledges and agrees that RT, as set forth in the Regional Operating Rules, is (i) the entity responsible for the daily operations of the RSC; (ii) the owner and distributor of any application that resides on the Connect Card; and (iii) the owner of the software and data stored on the Connect Card and devices that are used for transit fare collection purposes within the system.
 - e. Member has the authority to adopt and change its own fare policy, structure and pricing, to include entering into joint fare agreements with other transit operators, and agrees to notify other Members and the RSC of any planned or proposed fare change at least 60 days in advance of the effective date.
 - f. Member will follow the latest version of the Connect Transit Card Brand Style Guide in all local marketing materials related to the Connect Card System.
 - g. Member will protect and secure the Connect Card hardware, software and proprietary security key. Member will maintain an accurate inventory of all locally owned Connect Card devices. If a Member disposes of equipment including a Connect Card read/write device, said Member will work with the RSC to remove any proprietary software and applications before disposal or sale and update the inventory.

- h. One or more of the Members may, at their own expense, audit the performance of the RSC under this Agreement. Upon reasonable notice, during normal working hours, the RSC Provider will provide access to, and facilities for, copying or electronic transfer of the financial records of the Connect Card.
- i. Member will cooperate with RSC auditors in the conduct of annual Connect Card audits, to include providing access to data and records of Connect Card transactions.
- j. Member will not hold the RSC Provider responsible for any funds deemed uncollectible, after reasonable attempts to collect said funds, by third party vendors, on-line transactions or telephone transactions with the customer service center.

2) **Regional Service Center (RSC) Roles and Responsibilities.** The RSC Provider acknowledges and agrees to the following terms and conditions at all times during its participation in the regional Connect Card.

- a. RSC shall abide by the latest approved Regional Operating Rules. The RSC is also responsible for the regular updating of the rules, to include sharing updates with the Committee and seeking approval consistent with Section A.3 of this MOU.
- b. RSC will manage and perform all of the functions set forth in the Regional Operating Rules to include the customer service call center, on-line customer self-service portal, account management, materials management, system accounting and auditing, positions reporting and settlement process, administrative functions and regulatory compliance.
- c. The RSC Provider will own or lease equipment necessary to support the customer service call center, on-line portal and third party vendor network, as well as all software, applications and data stored on Connect Card and devices system wide.
- d. RSC will make Member fare instruments available for sale/load through the on-line portal, customer service call center and the third-party vendor network.
- e. RSC will develop and report the annual operating budget, multi-year capital reserve plan and budget, and respective Member shares, as well as changes thereto, consistent with the Regional Operating Rules. The RSC will seek budgetary approvals consistent with Section A.3 of this MOU.
- f. RSC will provide Members regular reports, data and annual audit results on regional Connect Card fare revenues and expenses, to include Member shares. Progress against the approved capital investment plan will likewise be reported.

- g. The RSC Provider has the authority to contract for RSC services in part or whole, following its own procurement and personnel policies and consistent with the Regional Operating Rules. That said, the RSC shall share information with the Committee on significant contracting efforts not included in the annual budget and afford the opportunity for comment and input by the Committee.
 - h. Should the RSC Provider decide to terminate its responsibility for RSC operations, it shall provide a minimum of 180 days of notice to the Committee and assist in the transition.
- 3) **SACOG Roles and Responsibilities.** SACOG served as the lead agency in the development, design and implementation of the Connect Card system, providing significant value to Members and the region. Several ongoing roles, in addition to non-voting member, are expected of SACOG.
- a. SACOG holds the contract with INIT, the hardware, software and Connect Card system vendor, and is expected to continue in the role of active contract management to ensure full and complete delivery of an operational and performing smart card system.
 - b. As the contracting entity for the Connect Card system, SACOG will help Members submit and resolve warranty claims to the vendor.
 - c. SACOG funded the vast majority of the development of the Connect Card costs through state and federal grants, and is expected to continue the role of pursuing funding for the ongoing operations and capital investment needs of Connect Card.
 - d. SACOG will endeavor to transfer title of local and regional Connect Card hardware, software and applications consistent with the Regional Operating Rules and this MOU.
 - e. SACOG will be reimbursed for reasonable expenses incurred in support of Connect Card operations. Costs eligible for reimbursement must be detailed in terms of scope and cost in the annual RSC budget, reviewed and approved by the Committee, and costs within the approved budget invoiced to the RSC in a timely manner.

C. COST RESPONSIBILITY

- 1) **Connect Card Regional Operating Rules.** The Regional Operating Rules shall specify the high-level process and responsibilities for developing and approving annual regional Connect Card budgets, cost sharing methodology, multi-year capital

investment plan, unclaimed revenues and the monthly financial clearing transactions. The RSC is responsible for updating the Regional Operating Rules. Changes with a reasonable expectation for adverse impact to one or more Members require Committee approval pursuant to Section A.3 prior to implementation. Changes to any cost responsibility element (e.g., operating cost, unclaimed revenue, capital cost share methodologies) may be approved by ratifying vote of the Committee through a change in the Regional Operating Rules without amending this MOU.

- 2) **Cost Share Method.** Each Member will be responsible for all of their local costs to participate in the Connect Card System, as well as their share of regional costs from RSC managed services. Initially, regional cost shares will be determined based on each Member's verified share of regional annual unlinked passenger trips and fare revenue collected (weighted equally) for those services participating in Connect Card. After Members build experience and reliable data on actual card use, it is anticipated that the cost sharing methodology may be changed. Such a change requires a ratifying vote by the Committee and an update to the Regional Operating Rules, and does not require amendment to this MOU.
- 3) **Capital Costs.** Members will create a capital reserve for the local cost share (assuming state and federal grants cover part of the cost) of regional hardware and software replacement, upgrades and enhancement. A capital reserve is intended to smooth out costs charged to Members over time, increase predictability of costs, and allow planned and approved investment to occur in a timely manner. The Regional Operating Rules will provide specifics guiding regional capital plan development and cost sharing requirements. The multi-year capital investment plan, and associated cost shares, must be approved by the Committee.
- 4) **Unclaimed Revenues.** As with any stored value transit card system, some cards with a cash balance will become and remain inactive. The Regional Operating Rules will provide details on how and when inactive cards will have balances swept, how said balances are to be shared among Members, and the rules for adding swept funds back on customer request, if applicable. Unclaimed revenues will be reported as fare revenue in RSC reports along with specific shares for each Member.
- 5) **Single Monthly Clearing Transaction.** In the interest of efficiency and effectiveness, a single monthly clearing transaction is required of every Member (i.e., either receiving or sending funds) encompassing fare loads on cards, revenue collected from customer travel, operating cost responsibility, capital reserve cost share, unclaimed revenues, uncollectible payments (if any), and adjustments as may be needed. While the RSC will report all revenue collected and earned by each operator monthly, payments will be constrained by cash flow. Some revenues will be paid to the RSC in arrears (e.g., third party network sales, corporate accounts), and said revenues will be distributed once received. Monthly reports will detail each category of cost and revenue allocated to each Member, to include any balances carried forward.

D. NEW MEMBERS

- 1) **Committee Review.** The Committee will review any application for membership and will determine terms and conditions of membership, as well as any funding contribution required for membership, as set forth below in section D.2. The applying agency or entity will submit to the Committee a resolution adopted by its governing body, accepting the recommended term, cost responsibility and conditions of membership. If the application is approved by the Committee, the agency or entity will become a Member upon its execution of this MOU.
- 2) **Funding Contribution.** Upon the acceptance of a new Member to this MOU, the new Member will be assessed a funding contribution consisting of a prorated cost share of operations, prorated share of capital reserves, and a one-time entry cost. The one-time entry cost includes the resources required to add a member to all marketing materials, web portal, customer call center, fare tables, clearing reports and a share of prior member investment to develop the system.
- 3) **Potential for Non-Transit Participants.** It is possible that new Connect Card applicants may include non-transit entities (e.g., parking, bike share, retail) with a different financial transaction profile than transit. The Committee will have the right to create a licensing agreement for non-transit participants that allows use of and participation in the Connect Card without representation on the Committee. Said participants will be referred to as Licensees and not as Members, and have responsibility for complying with the Regional Operating Rules.

E. GENERAL PROVISIONS

- 1) **Indemnity.** To the maximum extent permitted by law, each Member (the “Indemnitor”) agrees to hold harmless, defend and indemnify the other Members, their officers, agents and employees, from and against any and all liabilities, claims, or damages of any nature, including, without limitation, personal injury, including death, or property damage, resulting from the negligent or willful actions or inaction of the Indemnitor, its officers, agents, or employees, under the terms of this MOU. *This Section shall survive the transfer, assignment, or termination of this MOU.*
- 2) **No Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions will be reserved to the Members of this MOU. Nothing contained in this MOU will give or allow any claim or right of action whatsoever by any third party. It is the express intent of the Members to this MOU that any such person or entity, other than the Members, receiving benefits or services under this MOU will be deemed as an incidental beneficiary.
- 3) **Limitation of Authority.** Notwithstanding any provision in this MOU to the contrary, nothing herein is intended to require any action or inaction by any Member that is in conflict with the Member's local ordinances, regulations, and/or other governing documents. Furthermore, this MOU will not require or permit any Voting Representative

or Non-Voting Representative to take any action or exercise any authority that has not been properly delegated to him or her by the Member's governing body; any such action taken by a Voting Representative or Non-Voting Representative will not be binding on the Member.

- 4) **Withdrawal.** Upon ninety (90) days advance written notice to the Committee, RSC and SACOG's CEO, any Member may withdraw from the Connect Card and this MOU. The withdrawing Member will relinquish any and all rights to utilize the Connect Card brand and trademarks to the RSC. The withdrawing Member must pay all costs reasonably related to the removal of the withdrawing Member from the Connect Card System, including the customer call center, on line self-service portal, third party vendor network, marketing materials, fare tables, and financial reports. These costs will be documented by the RSC and provided to the withdrawing Member in the form of an invoice. The withdrawing Member must also complete all final financial settlement transactions as required by the Regional Operating Rules. If reimbursement is required as a result of grants used to purchase equipment, software and services, the withdrawing Member will be responsible for those costs. The withdrawing Member's contributions to the capital reserve remain with the Connect Card system, reflecting the cost of capital consumed during their participation in Connect Card. The withdrawing Member must also allow the RSC access (electronic and/or physical as may be required) to remove the security key and proprietary software from all Connect Card devices. If the withdrawing Member's Connect Card equipment has remaining useful life, the Member will explore options for transferring, selling or leasing the equipment to another Member to support the regional fare collection system. Following the date of withdrawal and satisfaction of responsibilities listed herein, the withdrawing Member will incur no additional financial liability for the Connect Card, except for any liabilities accruing under Section E.1 prior to the date of withdrawal.
- 5) **Term and Termination.** This MOU will be effective as of the date first above written and will remain in effect until terminated by a supermajority vote of the Committee pursuant to Section A.3; provided, however, that this MOU may not be terminated until all outstanding obligations and liabilities of the Connect Card System have been paid in full or provision has been made for payment in full.
- 6) **Amendments.** Any Member may propose amendments to this MOU by taking the proposal to the Committee for consideration. Except for amendments that are specifically authorized herein to be approved by the Committee, this MOU may only be amended by a written amendment approved by the governing bodies of all of the then-current Members. Members shall have one hundred eighty (180) days after recommendation by the Committee to approve or disapprove a proposed amendment. If a Member fails to approve or disapprove an amendment within this period, the Member shall be deemed to have disapproved the amendment.
- 7) **Notices.** Communications under this MOU may be provided in writing by regular mail, e-mail, or fax, except that any notices or demand on other parties including, but not limited to, a Member's notice of its intent to withdraw from this MOU, will be in writing

and will be deemed to have been given if delivered in person or deposited in any United States Postal Service mail box, sent by registered or certified mail, return receipt requested, and first class postage prepaid, addressed to the Member for whom it is intended as follows:

RSC Manager Connect Card System	Copy to: General Counsel
Chief Executive Officer Sacramento Area Council of Governments 1415 L Street, Suite 300 Sacramento, CA 95814	Copy to: General Counsel Sacramento Area Council of Governments 1415 L Street, Suite 300 Sacramento, CA 95814
General Manager/CEO Sacramento Regional Transit P.O. Box 2110 Sacramento, CA 9512-2110	Copy to: Chief Legal Counsel Sacramento Regional Transit P.O. Box 2110 Sacramento, CA 9512-2110
City Manager City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758	Copy to: City Attorney City of Elk Grove 8380 Laguna Palms Way Elk Grove, CA 95758
City Manager City of Folsom 50 Natoma Street Folsom, CA 95630	Copy to: City Attorney City of Folsom 50 Natoma Street Folsom, CA 95630
City Manager City of Roseville 311 Vernon St Roseville, CA 95678	Copy to: City Attorney City of Roseville 311 Vernon St Roseville, CA 95678
Transit General Manager County of Placer 175 Fulweiler Avenue Auburn CA 95603	Copy to: County Counsel County of Placer 175 Fulweiler Avenue Auburn CA 95603
Director of Transportation Sacramento County 827 7 th Street, Suite 304 Sacramento, CA 95814	Copy to: County Counsel County of Sacramento 700 H Street, Suite 2650 Sacramento, CA 95814
Executive Director	Copy to: County Attorney

El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619

County of El Dorado
515 Main Street
Placerville, CA 95667

Executive Director
Yolo County Transportation District
350 Industrial Way
Woodland, CA 95776

Copy to: District Counsel
Yolo County Counsel
625 Court Street, Room 201
Woodland, CA 95692

Transit Manager
Yuba-Sutter Transit Authority
2100 B Street
Marysville, CA 95901

Copy to: General Counsel
Yuba-Sutter Transit Authority
2100 B Street
Marysville, CA 95901

- 8) **Cures and Remedies.** If a Member repeatedly fails to perform an obligation under this MOU, the RSC will issue a cure notice to said Member, and share the notice with the Committee. The notice will require a plan and schedule for correction from the non-compliant party, and the plan will be submitted to the RSC and the Committee within ten business days of the cure notice. Members will have the right to bring an action for specific performance, damages, and any other remedies available under this MOU, at law or in equity. The Committee also has the power to terminate the non-compliant Member's participation from the Connect Card system with a supermajority vote pursuant to Section A.3.
- 9) **Non-Discrimination.** The Members will comply with the non-discrimination requirements under federal and state laws, regulations, and grants applicable to the Connect Card system. Nondiscrimination requirements will apply to, but are not limited to, contractors, consultants and employers engaged on the Connect Card.
- 10) **Compliance with Law.** The Members will comply with applicable federal, state and local law, as well as with applicable rules, regulations and grant requirements in the ongoing operations of Connect Card.
- 11) **Governing Law.** This MOU will be interpreted and constructed according to and enforced under the laws of the State of California. The Members agree that the Superior Court of the County of Sacramento, California will have exclusive jurisdiction and venue over any legal action arising under this MOU.
- 12) **Waiver.** No term or provision of this MOU will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Member or Members claimed to have waived or consented. Waiver of any breach or default of this MOU will not be deemed a waiver of any subsequent breach or default. Waiver of any such breach or default will not be construed to be a modification of the terms of this MOU, unless stated to be such through written approval of all Members.

- 13) **Transfer or Assignment.** No Member will transfer or assign a portion or all of its responsibilities under this MOU, except with the prior authorization of the Committee.
- 14) **Entire Agreement.** The Members agree that this MOU is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- 15) **Severability.** If any term or provision of this MOU or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this MOU will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.
- 16) **Headings.** The headings used in this MOU are for convenience only and have no effect on the content, construction, or interpretation of the MOU.
- 17) **Counterparts.** This MOU may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, SACOG, Sacramento Regional Transit District, City of Elk Grove, City of Folsom, City of Roseville, Yolo County Transportation District, Yuba-Sutter Transit Authority, County of Placer, County of Sacramento and El Dorado County Transit Authority have each caused their duly authorized officers to execute this MOU effective as of the date first written above.



COUNCIL COMMUNICATION

CC #: 8340

File #: 0707 & 0214

Title: Housing-Related Parks Program Grant Application
Contact: Danielle Foster 916-774-5446 dfoster@roseville.ca.us
Chris Robles 916-774-5421 crobles@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager or his designee to submit a grant application to the state's Housing-Related Parks Program (HRPP) for up to \$230,000 in grant funds for use in the rehabilitation of the Johnson Pool community swim center, and authorizing the City Manager or his designee to execute the necessary applications, forms, agreement, and relevant documents.

BACKGROUND

The State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for its Housing-Related Parks Program. This incentive grant program, totaling \$35 million in available funding for the current year, is a program funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. Under this program, local governments are awarded grant funds for building affordable housing within their communities. The grant funds can be used in the development and rehabilitation of parks facilities.

With its current 57-unit affordable housing development at 623 Vernon Street that is being developed by Mercy Housing, the City of Roseville qualifies for an estimated \$218,700 of grant funding under this program and has submitted an application, but since the final amount is unknown, staff is requesting permission to ask for up to \$230,000 in available funds. A requirement of the application to be deemed complete, is the adoption of a local authorizing resolution within 30 days of the application submittal. This report is transmitting the required resolution for Council consideration.

If Council approves the resolution and the corresponding state funding application, the grant funding is proposed to be utilized for the Johnson Pool rehabilitation, in concert with federal Community Development Block Grant (CDBG) funding that is partially available and partially in application as well. Together, these sources are projected to provide approximately \$372,000 of grant funding for rehabilitation work at the Johnson Pool. Staff is recommending use at this site, as it has received a recent facilities assessment in 2015, is in need of rehabilitation, and it qualifies under the HRPP for being a facility close in proximity to the affordable housing being developed,

and further, it receives additional bonus points for being sited within a low-income neighborhood with limited alternative park facility options. Staff believes that use of these grants funds for rehabilitation of the pool will reduce potential need for General Funds in the rehabilitation of this facility, which is also consistent with current City Council goals to invest in the city's core neighborhoods and support fiscal soundness.

If approved, the City will be notified by June of the award and will have through June 30, 2019 for the final expenditure of funds.

FISCAL IMPACT

This grant application will not impact the General Fund. It is anticipated that use of state grant funds, estimated to total \$218,700 for this application, in combination with federal grant funds, for rehabilitation work at the Johnson Pool community swim center will reduce potential need for General Funds in the rehabilitation of this facility.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate 2.3 job years with the expenditure of these funds.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines Section 15061(b)(3)). Authorization to submit a grant application to the state's Housing-Related Parks Program does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-106

RESOLUTION NO. 17-106

AUTHORIZING THE SUBMITTAL OF A HOUSING-RELATED PARKS PROGRAM
GRANT APPLICATION AND AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO EXECUTE THE GRANT APPLICATION, FORMS, AGREEMENTS, AND
ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the California Department of Housing and Community Development (HCD) administers the Housing-Related Parks Program (HRPP), a program funded through Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, which creates an incentive for local governments to build affordable housing by awarding grant funds for parks facilities; and

WHEREAS, the City of Roseville is eligible to receive funds from HRPP due to the current development of 623 Vernon Street by Mercy Housing with 57 low, very low, and extremely low income affordable rental units; and

WHEREAS, HCD released a Notice of Funding Availability under HRPP for \$35 million for the 2016 funding round and an estimated \$218,700 is available to the City of Roseville for Fiscal Year 2017; and

WHEREAS, staff recommends applying for up to \$230,000 in available HRPP funds;

WHEREAS, staff recommends applying available funds from HRPP with available federal Community Development Block Grant (CDBG) funds in the rehabilitation of the Johnson Pool community swim center based on the facility assessment of the community swim center that was completed in October 2015.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby authorizes the City Manager or his designee to submit a Housing-Related Park Program Grant application for up to \$230,000 for use in the rehabilitation of the Johnson Pool Community Swim Center and further authorizes the City Manager or his designee to execute the related grant applications, forms and agreements.

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 #: 8325

File #: 0708 & 0800-05

Title: Internet Service Providers - Master Sales Agreement and Service Agreement Amendment

Contact: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends Council approve a Master Sales Agreement and First Amendment with Comcast to provide an Internet Connection to the City's Vernon Data Center, at a cost of \$26,558.16 annually for five years, and adopt a resolution authorizing the City Manager to execute it.

Staff also recommends City Council approve a Service Agreement with Cogent to provide an Internet Connection to the City's Riley Data Center at a cost of \$32,420.00 in the first year and an option to renew for \$30,120.00 each year thereafter, and adopt a resolution authorizing the City Manager to execute it. For the Cogent service agreement, staff is asking Council to approve the renewals for four subsequent years pending annual budget approval and staff approval of the service.

BACKGROUND

Currently, the City's main Internet connection is a single 500Mb line in its data center at 401 Oak St. Having only one Internet connection from a single provider in one location leaves the City vulnerable to service disruption from a single provider and/or at a single location. As more business and computing services are moved to 'the cloud' (i.e. the Internet), the impact of this vulnerability increases. Obtaining two managed Internet connections from two different providers at two different physical locations significantly reduces this vulnerability.

A managed Internet connection service is one provided by a Tier 1 telecommunication company - with priority towards security, reliability, scalability, performance, service level expectation and agreement.

FISCAL IMPACT

The agreement with Comcast is for 5 years with no installation cost and the service will be \$2,213.18 per month (\$26,558.16 annually). The agreement for Cogent is for a single year with

the option to automatically renew each year. Cogent installation will cost \$2,300.00 and the service will be \$2,510.00 per month (\$32,420.00 in year one, \$30,120.00 in subsequent years). These managed services will be funded proportionally from the annual operating budgets in each department.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no applicable economic development or job creation from this agreement.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Matt Donaldson, Information Technology Program Manager - Network Infrastructure

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-94

Comcast MSA

Comcast First Amendment

Comcast Sales Order

Resolution No. 17-95

Cogent Service Agreement

RESOLUTION NO. 17-94

APPROVING A MASTER SALES AGREEMENT AND AMENDMENT BETWEEN THE
CITY OF ROSEVILLE AND COMCAST BUSINESS COMMUNICATIONS
MANAGEMENT, LLC, INCORPORATED, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE BOTH ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Master Sales Agreement and First Amendment to Comcast Enterprise
Services Master Services Agreement No. CA-326123-dallm, to provide internet connection to
the City's Vernon Data Center, by and between the City of Roseville and Comcast Business
Communications Management, LLC, Incorporated, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement and amendment are hereby approved and that the City Manager is authorized to
execute both the agreement and amendment, as well as any related forms, 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

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: CA-326123-dallm

MSA Term: 60 months

Customer Name: Roseville, City of Roseville

CUSTOMER INFORMATION

Primary Contact: Hong Sae	<u>Primary Contact Address Information</u>
Title: Chief Information Officer	Address 1: 401 Oak Street
Phone: (916)774-5152	Address 2: Suite #404
Cell:	City: Roseville
Fax:	State: CA
Email: HSae@roseville.ca.us	Zip Code: 95678

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep: Romeo Lorico
Name:	Sales Rep Email: romeo_lorico@cable.comcast.com
Title:	Region:
Date:	Division:

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CA-326123-dallm

This First Amendment (“Amendment”) is concurrently entered into on February 21, 2017 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. CA-326123-dallm (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast” or “Contractor”) and City of Roseville (“Customer” or “City”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Article 6.1 A of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST’S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.”

2. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

“Notwithstanding anything to the contrary in the Agreement, the Parties agree that Customer is a public agency which may engage in activities that, but for Customer’s status as a public agency, would otherwise be deemed violations of Comcast’s Acceptable Use Policy. Examples of these activities include: 1) Customer’s operation of a Police Department, which may use the Comcast Equipment and/or Services to conduct investigations, undercover operations, and other law enforcement activities; and 2) Customer’s operation of an Information Technology Department which may, in the event of cyber-attacks, engage in certain defensive tactics.”

3. Article 11.16 is hereby added to the General Terms and Conditions to read as follows:

“Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.”

4. Article 11.17 is hereby added to the General Terms and Conditions to read as follows:

“Miscellaneous Terms.

- A. Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- B. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
- C. Time is of the essence of this Agreement; however, following its acceptance of an order for Services, Contractor shall notify City of the estimated availability date applicable to the ordered Services. Contractor shall use commercially reasonable efforts to provision the Services on or before the estimated availability date; provided, however, that Contractor's failure to provision the Services by such date shall not constitute a breach of the Agreement.
- D. At any time during the Service Term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given a thirty (30) days written notice and City pays Contractor for Services provided through the date of termination, and reimburses Contractor in an amount equal to the costs and expenses incurred by Contractor in installing the Services.
- E. All Services sold to the City shall conform to the specifications identified in the Agreement.
- F. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
- G. All fair employment practices must be adhered to.
- H. Insurance. Unless otherwise specified herein, the Contractor shall maintain the policies of insurance outlined below, and, as evidenced in the “Certificate of Liability Insurance” dated 2/17/17, attached hereto and incorporated herein by this reference. Such policies of insurance shall remain in full force and effect during the term of this Agreement:
 - i. Contractor shall submit a certificate of insurance evidencing such coverage for the period covered by this Agreement on an ACORD form or equivalent, 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.
 - ii. Additional Insureds. Contractor shall also include City, its officers, employees, and volunteers as additional insureds of the commercial general liability and automobile liability coverage, except for Workers' Compensation. Such commercial general liability insurance shall cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, and shall not seek contribution from City's insurance or self-insurance, but only with respect to losses for which Contractor is responsible hereunder. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 10 Endorsement.
 - iii. Cancellation/Modification. Notice of cancellation will be given in accordance with policy provisions.
 - iv. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance.

- v. Subcontractors. Contractor agrees to require insurance coverage appropriate to each such subcontractor's scope of work.
- vi. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
- I. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the provision of Services under this Agreement.
- J. In the event of any inconsistency among the Agreement, product specific attachments ("PSAs"), other attachments and exhibits, and Sales Orders, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) the Service Agreement general terms and conditions, (4) other attachments and exhibits, and (5) Sales Orders. The Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement. Services shall be subject to Contractor's acceptable use (found at: <https://business.comcast.com/customer-notifications/acceptable-use-policy>) and privacy (found at: <https://business.comcast.com/customer-notifications/customer-privacy-statement>) policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Contractor's website, and are incorporated into this Agreement by reference. Contractor may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Contractor's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.
- K. 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, except when preempted by federal law.
- L. This Agreement may only be amended or modified in writing, executed by both Parties."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Roseville

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Account Name: Roseville, City of RosevilleMSA ID#: CA-326123-dallmSO ID#: CA-326123-dallm-6566193

CUSTOMER INFORMATION (for notices)

Primary Contact: Hong SaeCity: RosevillePhone:(916) 774-5151
Title: Chief Information OfficerState: CACell:
Address 1: 401 Oak StreetZip: 95678Fax:
Address 2:Allowable Contract Date:Email:hsae@roseville.ca.us
Contract Generated Date:11/29/2016

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 2,213.18
Total Trunk Services Monthly Recurring Charges: \$ 0.00
Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 2,213.18

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
Total Trunk Services Standard Installation Fees: \$ 0.00
Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE
Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Romeo Lorico
Name:	Name:	Sales Rep E-Mail:	romeo_lorico@cable.comcast.com
Title:	Title:	Region:	
Date:	Date:	Division:	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: Roseville, City of Roseville

Date: November 29, 2016

MSA ID#: CA-326123-dallm

SO ID#: CA-326123-dallm-6566193

Short Description of Service:

Service Term (Months): 60

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-GIGE	Port	316 VERNON ST--Roseville, City of Roseville					\$ 0.00	\$ 0.00
2	New	Add	BGP-NRC	Setup	316 VERNON ST--Roseville, City of Roseville					\$ 0.00	\$ 0.00
3	New	Add	EDI-500	500 Mbps	316 VERNON ST--Roseville, City of Roseville				Interstate	\$ 2,213.18	\$ 0.00
4	New	Add	EQP FEE	Equipment Fee	316 VERNON ST--Roseville, City of Roseville					\$ 0.00	\$ 0.00
* Services Location Details attached						Total				Service Charges: \$ 2,213.18	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)										Equipment Fees: \$ 0.00	



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name:

Roseville, City of Roseville

MSA ID#:

CA-326123-dallm

SO ID#:

CA-326123-dallm-6566193

Date:

November 29, 2016

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	316 VERNON ST--Roseville, City of Roseville	316 VERNON ST		ROSEVILLE	CA	95678				Matt Donaldson	(916) 774-5151	mdonaldson@roseville.ca.us	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	PA	CAR	CNM	CGA	CO	ETN	FPA	ATL	BOS	CHI	PHL	HOU	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Central & Western PA (PA)	PT1	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT3	PT4	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT4
Coastal Georgia (CGA)	PT3	PT2	PT3	PT1	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT2	PT2	PT3	PT1	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT4	PT3	PT4	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT4	PT2	PT3	PT2	PT2	PT 1	PT3	PT2	PT2	PT 2	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Indiana (IND)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	PT3	PT4	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT3	PT3	PT4	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Southern California (SCA)	PT4	PT3	PT3	PT4	PT2	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3
Utah (UT)	PT3	PT3	PT3	PT3	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT4	PT3	PT4	PT4	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4
Western New England (WNE)	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1

RESOLUTION NO. 17-95

APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND
COGENT COMMUNICATION, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement (Service Agreement No. S1704316) to provide internet services to City of Roseville's Riley Data Center, between the City of Roseville and Comcast, has been prepared and reviewed by the Council; and

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1704316**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715009 DATE: 1/26/2017

SUBMIT ALL INVOICES TO:

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

Contractor No.: V41212
Telephone No.: (303) 653-9418 Fax:
Email address: dwhitten@cogentco.com
Contractor: COGENT COMMUNICATIONS INC ✓
ATTN: DALE WHITTEN
2450 N. STREET NW.
WASHINGTON, DC 20037

Department: INFORMATION TECHNOLOGY

Acct. Code: 03120-5410

Buyer: BRANDON MENDONCA
Phone: 916-774-5724

1-300098262

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	FINAL PAYMENT	Approved by Risk Mgt.	MATT DONALDSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE AND INSTALL 500MBPS DEDICATED INTERNET SERVICES AT THE CITY OF ROSEVILLE'S RILEY DATA CENTER IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF RFP INTERNET SERVICE PROVIDERS AND COGENT'S DEDICATED INTERNET ACCESS CUSTOMER ORDER FORM DATED 1/18/2017. THIS AGREEMENT IS FOR 1 YEAR WITH A START AND COMPLETION DATE PENDING DATE OF INSTALLATION.

PLEASE CONTACT MATT DONALDSON AT (916) 774-5405 FOR QUESTIONS REGARDING THIS AGREEMENT.

Total Cost of Service: \$ **32,420.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

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

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

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

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

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



Optical Internet

NETWORK SERVICES ADDENDUM NORTH AMERICA

This addendum (Addendum) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized or defined terms in the CSA have the same meaning in this Addendum. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, this Addendum; Third, the Terms; Fourth, the applicable Product Rider; and Fifth, the SLA.

Terms Sec. 6.1 Section 6.1 (b) of the Terms is amended by deleting the word "gross" in front of the word "negligence"

Terms Sec. 7.3 Section 7.3 of the Terms is amended to read as follows:

"This CSA for Service is made pursuant to and shall be construed and enforced in accordance with the laws of the State of California. Any action arising out of or related to this CSA shall be brought in the State or Federal courts located in the Eastern District of California, and Customer consents to the jurisdiction and venue of such courts."

Accepted and agreed to:

CUSTOMER: CITY OF ROSEVILLE

By: _____

Title: _____

Date: _____

City of Roseville 121216

COGENT COMMUNICATIONS, INC.

By: _____

DAVID S CHAEFFER

Title: PRESIDENT

Date: 27 JANUARY 2017



NETWORK SERVICES TERMS & CONDITIONS NORTH AMERICA

1. SERVICES AND TERM

1.1. Pursuant to the CSA, Cogent will provide the Services to Customer for the Service charges. Customer's signature on the Order Form constitutes its acknowledgement and agreement to be bound by the CSA. Capitalized terms are defined at the end of these Terms.

1.2. Each Service's Initial Term is indicated on the applicable Order Form and the Initial Term will begin as of the Service Date. Customer will be deemed to have accepted the Service as of the Service Date. At the end of the Initial Term, each Service ordered hereunder will renew for successive Renewal Terms equal in length to the Initial Term unless and until terminated as provided herein.

1.3. Each Service will be provided to the Service Location specified on the Order Form only. Any relocation of a Service shall be an amendment of such Service requiring the consent of both Parties. Customer may order additional Services or locations in North America through additional Order Forms, which will be governed by this CSA. Customer's account must be current in order to make changes to Services or order additional Services.

2. SERVICE CHARGES AND BILLING

2.1. Service charges are on the Order Form and do not include applicable Taxes unless so indicated. New services, upgrades of existing Services or relocations of an existing Service will result in additional fees and/or charges. If a prior Service location remains installed after a new Service location is installed, Customer will be responsible for Service charges for both Service locations until terminated as provided for each Service.

2.2. Invoices are sent monthly in advance. Customer agrees to pay all charges and applicable Taxes for the Service within thirty (30) days of the invoice date without counterclaim, set-off or deduction. A late charge shall be added to Customer's past due balance of the lesser of 1.5% per month or the maximum legal rate. COGENT may change the specifications, Terms or charges for the Service for any upcoming Renewal Term by providing Customer at least sixty (60) days advance written notice. Customer agrees that its obligation to pay service charges and Taxes under this CSA shall survive the termination of the CSA.

2.3. Customers claiming tax exemption must provide COGENT with a properly executed exemption form.

3. SERVICE USE AND INTERRUPTION

3.1. Customer's use of COGENT's Services or Network may only be for lawful purposes and must comply with COGENT's AUP. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited. Access to other networks connected to COGENT's Network must comply with such other networks' rules. Customers whose service location (as set forth on the Order Form) is a COGENT-owned or carrier neutral data center may resell COGENT's Dedicated Internet Access Service ordered in that location but not any other Service offered in such location. Customers located in any other service location may not resell their Service, in whole or in part.

3.2. COGENT's obligations and Customer's exclusive remedies for a delayed or failed installation of a Service or the failure of COGENT's Network or any Service are stated in the COGENT SLA.

4. TERMINATION, RESTRICTION OR SUSPENSION

4.1. Prior to the Service Date, COGENT may terminate the CSA if not approved by COGENT corporate management (including credit check). COGENT also may restrict, suspend or terminate the CSA, Customer's use of or access to any Service, or both, at any time if (a) Customer is in material breach of the CSA (including but not limited to the AUP) and, in COGENT's sole judgment, an immediate restriction or suspension is necessary to protect the COGENT Network or COGENT's ability to provide services to other

customers; or (b) Customer's account is unpaid sixty (60) days after date of invoice; or (c) COGENT facilities at Customer's location are unavailable, (i.e., no connectivity and building access).

4.2. Either Party may terminate the CSA: (a) at the end of an Initial Term or at the end of a Renewal Term by providing the other Party with at least thirty (30) days prior written notice (notices provided during a monthly Renewal Term will not be effective until the end of the next month (i.e., notice received April 20th is effective June 1st); or (b) except as otherwise stated herein, during an Initial Term or Renewal Term if the other Party breaches any material term or condition of this CSA and fails to cure such breach within thirty (30) days after receipt of written notice of the same. All termination notices by Customer must be sent separately for each Service (including terminating one Service location after a Service is switched to a new Service location) and must be sent to terms@cogentco.com.

4.3. If a Service is terminated prior to the Service Date, Customer shall pay COGENT for all Initial Costs for such Service. If the Service is terminated after the Service Date, Customer shall pay COGENT (a) for the Service up through the date of termination; and (b) except in the case of termination by Customer as provided in Section 4.2 above, or by COGENT due to loss of connectivity or building access at Customer's building(s) under Section 4.1(c) above, the Initial Costs (unless already paid) and the Termination Charge. Customer acknowledges that because actual damages to COGENT caused by early termination of a Service order are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reconstructions of the Service shall result in additional reconnection charges to Customer at COGENT's then-prevailing rates.

4.4. If Customer defaults in any of its payment obligations under the CSA, Customer agrees to pay COGENT's reasonable expenses, including but not limited to legal and collection agency fees, incurred by COGENT in enforcing its rights.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

5.1. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SLA, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER COGENT NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS CSA OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. COGENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. COGENT DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

5.2. WITHOUT PREJUDICE TO OR LIMITING OF COGENT'S RIGHT TO RECEIVE PAYMENT FOR SERVICES, COGENT'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND COGENT, AND THE PROVISION BY COGENT OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE AT ISSUE IN THE PRIOR SIX (6) MONTHS TO THE ACTION GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) IN TOTAL; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR DEATH OR PERSONAL

INJURY CAUSED BY COGENT, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO COGENT'S CONTROL. CUSTOMER AGREES THAT COGENT SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO COGENT'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. COGENT SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). COGENT IS NOT LIABLE FOR ANY BREACH OF SECURITY ON THE CUSTOMER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS CSA FAILS OF ITS ESSENTIAL PURPOSE, WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT IT WILL NOT HOLD COGENT RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CUSTOMER ASSOCIATED WITH THE INOPERABILITY OF CUSTOMER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OR THE COGENT NETWORK. CUSTOMER AGREES TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST COGENT, AND WAIVES ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THIS CSA.

5.4. NEITHER COGENT NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SERVICES) OR SUPPORTING THE SERVICES SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

5.5. NO ACTION OR PROCEEDING AGAINST COGENT MAY BE COMMENCED BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

6. INDEMNITY.

6.1. Customer will indemnify, defend and hold harmless COGENT and its directors, officers, employees, affiliates, and its agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise (a) as a result of violation of the AUP or any applicable law or regulation; (b) from any and all claims by any of Customer's customers or other third party end users in connection with a Service (including, without limitation, any claims regarding content transmitted using a Service or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; provided, however, that Customer will have no obligation to indemnify and defend COGENT against claims for damages for bodily injury or death caused by COGENT's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by Customer or by any of Customer's customers or authorized end users, (ii) the use and/or publication of any and

all communications or information transmitted by Customer or by any of Customer's customers or authorized end users, or (iii) the use of Service(s) by Customer in any manner inconsistent with the terms of this CSA, including without limitation the AUP.

7. ADDITIONAL PROVISIONS.

7.1. Except as to payment obligations of Customer, neither Party shall have any claim or right against the other Party for any failure of performance due to Force Majeure.

7.2. Neither Party is the agent or legal representative of the other Party, and this CSA does not create a partnership, joint venture or fiduciary relationship between COGENT and Customer. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. This CSA confers no rights, remedies, or claims of any kind upon any third party, including, without limitation, Customer's subscribers or end-users.

7.3. This CSA for Service is made pursuant to and shall be construed and enforced in accordance with the laws of the District of Columbia without regard to its choice of law principles. Any action arising out of or related to this CSA shall be brought in the District or Federal courts located in the District of Columbia, and Customer consents to the jurisdiction and venue of such courts.

7.4. Notices, if required, must be sent in writing by e-mail, courier or first class mail (postage prepaid) to the appropriate contact point listed on the Order Form, and are considered made when received at that address; provided, that termination notices to COGENT must be sent in accordance with Section 4.2 above. In the event of an emergency, COGENT may only be able to provide verbal notice first; such verbal notice will be followed by written notice. Customer is responsible for accuracy of its information on the Order Form, including points of contact.

7.5. Customer may not assign this CSA without COGENT's prior written consent, which consent shall not unreasonably be withheld. Any such assignment without COGENT's prior written consent shall be void.

7.6. Without limiting any other obligation which expressly survives the expiration or prior termination of the term of the CSA, the expiration or prior termination of the term of the CSA shall relieve both Parties of any further obligations hereunder, except with respect to the Sections 2, 3, 4.3, 4.4 and 5 through 7, which shall survive any expiration or termination of these Terms.

7.7. If (but only if) required by COGENT's or Customer's agreement with Customer's Landlord: (a) any cessation or interruption in COGENT's Service does not constitute a default or constructive eviction by Customer's Landlord, and (b) Customer agrees to waive and release Landlord and its related parties from any liability in connection with any damages whatsoever incurred by Customer, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the COGENT Service, **REGARDLESS OF WHETHER SUCH INTERRUPTION OR DEFECT IS CAUSED BY THE ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A RELEASED PARTY.**

7.8. The COGENT Network is owned by COGENT, or its licensors, and is protected by copyright and other intellectual property laws. Customer agrees that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by COGENT. Customer shall be entitled to only such rights with respect to the Services as are specifically granted herein.

7.9. This CSA and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Customer and COGENT and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated into this CSA. No purchase order or similar document provided by Customer to COGENT shall be of any force and effect. Amendments to the CSA or any Service shall be in writing and signed by both Parties.

7.10. This CSA and any Addendum thereto may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument.

DEFINITIONS

AUP	COGENT's Acceptable Use Policy as posted by COGENT at www.cogentco.com . COGENT reserves the right to amend its AUP at any time, effective upon posting on the COGENT website.
COGENT	Cogent Communications, Inc. or its subsidiaries or affiliates.
COGENT Network	The telecommunications network and network components owned, operated or controlled by COGENT, including COGENT's fiber backbone, metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by COGENT to provide the Services. Where COGENT services a building through its own facilities, the COGENT Network includes those facilities. The COGENT Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by COGENT.
Customer	Customer identified in the attached Order Form.
CSA	The entire Customer Subscriber Agreement between COGENT and Customer for provision of the Service, consisting of, in order of priority, the Order Form, any addendum between the Parties, the Terms, the applicable product rider and the SLA.
Equipment	Customer's equipment, if any.
Force Majeure	Causes beyond a Party's control, including but not limited to: acts of God; fire; explosion; vandalism; cable cut; storm; flood or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays.
Initial Costs	Greater of (a) installation fees (if not paid); or (b) all third-party costs and charges incurred by or charged to COGENT on behalf of Customer for the Service, including but not limited to local loop fees, cross-connect charges, and wiring fees.
Initial Term	Initial length of term for the Services as indicated on the Order Form.
Landlord	Customer's landlord, building owner or property/telecom manager.
Losses	Costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees.
Order Form	Cover form to which these Terms are attached, identifying the specific Service(s) to be delivered.
Party or Parties	COGENT and/or Customer.
Renewal Term	Subsequent length of term for the Services after completion of the Initial Term.
Service(s)	Bandwidth services provided by COGENT under the Customer Subscriber Agreement.
Service Date	Earlier of date on which (a) COGENT notifies Customer that the Service is available for Customer's use at either the COGENT-defined demarcation point or last-available test point; or (b) Customer first uses the Service or the COGENT Network. The Requested Service Date on the Order Form is the earliest date on which Customer is willing to accept COGENT Service. COGENT does not guarantee that the Service will be installed on the Requested Service Date.
SLA	The Service Level Agreement as posted by COGENT at www.cogentco.com for Customer's Service(s). COGENT reserves the right to amend the SLA at any time, effective upon posting on the COGENT website.
Space	Rented rack space from COGENT, if any.
Tax or Taxes	All taxes arising in any jurisdiction, including without limitation all: sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, property (for co-location customers), consumption, or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or based on the provision, sale or use of the Service(s), including such taxes imposed directly on COGENT or for which COGENT is permitted to invoice Customer in connection with COGENT's performance under the CSA. Taxes do not include COGENT's income taxes.
Termination Charge	Single payment equal to the total remaining dollar value of the applicable Service order through the Initial Term or Renewal Term, as applicable.
Terms	Terms and conditions that apply to the Services COGENT provides to Customer.



COUNCIL COMMUNICATION

CC #: 8312

File #: 0800-03 & 0201-01

Title: Cirby-Douglas-Berry Fiber Addition Project - Budget Adjustment

Contact: Mitch Larkin 916-746-1601 mlarkin@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt an ordinance to approve the attached budget adjustment for \$275,000.00 to fund the additional construction costs to reconductor the medium voltage lines between Douglas & Cirby substations during the Cirby-Douglas-Berry Fiber Addition Project.

BACKGROUND

Roseville Electric Utility has fiber optic communications to all substations, except Douglas. This fiber optic network is used to communicate with our SCADA system, provide telephone service at the substation and access to the internal Roseville network.

During planning and preparation for the project to add fiber communication capability to Douglas substation, Roseville Electric Utility staff identified additional work that could be completed at the same time as the fiber installation. This additional work includes replacement of the existing medium voltage lines between the Cirby & Douglas substations along Sunrise Boulevard with the installation of the fiber. Completing this work will reduce costs, minimize impacts on our customers and increase system reliability.

FISCAL IMPACT

Approval of the attached budget adjustment authorizes an additional \$275,000.00 in spending authority from the Electric Construction Fund, increasing the total Cirby-Douglas-Berry Fiber Addition project budget from \$300,000.00 to \$575,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs were created as part of this project.

ENVIRONMENTAL REVIEW

The budget adjustment is not considered a "project" as defined by the California Environmental Quality Act (CEQA)(CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Mitch Larkin, Senior Power Engineer

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5810

Request for Budget Adjustment

ORDINANCE NO. 5810

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Cirby-Douglas-Berry Fiber Addition project, per request of the Electric Department, as listed on the attached Request for Budget Adjustment totaling \$275,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

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

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

REQUESTER*: Matt Nelson

DEPARTMENT/DIVISION*: Electric/Admin

FISCAL YEAR/EFFECTIVE DATE*: 2016/17

PROPOSED COUNCIL DATE (if applicable): 03/15/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
275,000	40002	6130	491	174002	20	Cirby-Douglas-Berry Fiber Addition CIP
\$ 275,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
275,000			491			Electric Construction Fund/Available Resources
\$ 275,000	TOTAL					

FINANCE USE	Approved:				
	<i>Nancy K. Hesterman</i>	<i>2/21/17</i>		<i>Kathy Cullen</i>	<i>2/21/17</i>
	BUDGET MANAGER/DESIGNEE	DATE		Finance Director	Date

Justification for Budget Adjustment*:

This budget adjustment will add funds from the Electric Construction Fund to the ongoing Cirby-Douglas-Berry Fiber Addition Project. The utility originally planned to request \$300,000 in FY2017/18 to replace medium voltage lines in the same area as the Fiber Addition Project. Accelerating the replacement of the medium voltage lines to coincide with the Fiber Addition Project will reduce impact to customers and reduce overall project costs.

Approved:		Approved:	
<i>Michelle Bloom</i>	<i>2-21-17</i>		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE

for: Michelle Bentolino



COUNCIL COMMUNICATION

CC #: 8313

File #: 0401-02-02-1 & 0201-01

Title: Downtown Bridges & Trail Improvement Project - Professional Services Agreement and Budget Adjustment
Contact: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the following:

1. A resolution approving a Professional Services Agreement with The Hanna Group to provide Construction Management services for the Downtown Bridges and Trail Improvement Project in the amount of \$456,093.24 and authorizing the City Manager to execute the agreement.
2. An Budget Adjustment Ordinance in the amount of \$500,000.00

BACKGROUND

Consistent with the Downtown Specific Plan, City staff initiated design work for the Downtown Bridges, Trail, and Fire Station Site Grading Project in 2013. The project includes phased development of bicycle and pedestrian improvements in the vicinity of Royer Park, and associated rough grading to support the Fire Station No. 1 relocation. The project was split into 3 phases of work:

- Phase 1- Fire Station Site Grading and Class I Trail (aka Harding to Royer Segment 4 Trail), which was completed in November 2015;
- Phase 2- Rube Nelson Bridge Rotation, Library Bridge Replacement and Oak Street Class I Trail; and
- Phase 3- The Downtown Pedestrian Bridge to Royer Park, including Royer Park parking lot improvements.

On March 16, 2016, the City Council approved the plans and specifications for the Phase 2 Downtown Bridges & Trail Improvement Project (Rube Nelson Bridge Rotation, Library Bridge, and Oak Street Class I Trail) and authorized staff to call for bids. This approval was the culmination of a design process that included extensive public participation opportunities including a public design contest, public workshops, neighborhood meetings, and meetings with Veterans Hall members.

Having recently received our last environmental permit for the project, staff has now put this project out to bid. We will forward the bid results to the City Council for the award of a construction contract following the bid opening.

The complexity of the proposed construction will require the oversight of a qualified Construction Management (CM) team. City staff released a Request for Proposals for the CM work last year, and staff selected The Hanna Group's proposal as the top-ranked proposal among those received.

We are requesting approval of the Professional Services Agreement with The Hanna Group before opening the construction bids so that The Hanna Group may begin reviewing the project plans prior to the project's construction this summer.

FISCAL IMPACT

The not-to-exceed fee for the Construction Management Services contract with The Hanna Group is \$456,093.24. Staff is requesting a Budget Adjustment in the amount of \$500,000.00 that includes funding for The Hanna Group's services and also funding for staff time associated with managing The Hanna Group contract. The CM services are largely funded by federal grants, with matching funds provided by local Transportation Development Act Funds and a state Bicycle Transportation Account Grant.

A separate budget adjustment will be required when the construction contract is forwarded to City Council after bid opening. The current cost estimate for construction is \$2,958,098.00. This exceeds the prior estimate of \$2,837,711.00 that we forwarded to the City Council in March 2016. The additional cost is the result of a continuing trend of higher construction costs associated with Public Works projects. Staff will explore options for funding the cost difference and will report back after bid opening. No general funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 5 jobs.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines 15061(b)(3)). Approval of a Professional Services Agreement with The Hanna Group to provide Construction Management services for the Downtown Bridges & Trail Improvement Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director

A handwritten signature in blue ink, appearing to be 'Rob Jensen', with a long horizontal stroke extending to the right.

Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-89

hannagroupcontract

Ordinance No. 5811

Budget Adjustment Form

RESOLUTION NO. 17-89

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE HANNA GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Professional Services Agreement for the Downtown Bridges and Trail Improvement project, by and between the City of Roseville and The Hanna Group, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Downtown Bridges and Trail Improvement Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and The Hanna Group,
a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of construction management
and environmental monitoring services for the Downtown Bridges and Trail Improvement
project; and

WHEREAS, the Project is partially funded by grant funds and matching grant funds from
federal and State of California sources; and

WHEREAS, CONSULTANT has prepared a proposal dated January 9, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work; and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide 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. CONSULTANT shall not commence performance of work or services until this

Agreement has been approved by CITY and notification to proceed has been issued by CITY's project manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed four hundred fifty six thousand, ninety three dollars and twenty four cents (\$456,093.24). No additional compensation will be paid to the CONSULTANT, unless there is a change in the scope of the work in accordance with paragraph 3. In the instance of a change in the scope of work, adjustment to the not to exceed compensation will be negotiated between CITY and CONSULTANT. Adjustment to the compensation will not be effective until authorized by contract amendment and approved by CITY.

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. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in EXHIBIT "A," CITY shall have the right to delay payment and/or terminate this Agreement.

CONSULTANT agrees to comply with all applicable procedures, rules, regulations, and requirements associated with any federal and state funding sources utilized for this Project.

CONSULTANT agrees to comply, if applicable, with federal procedures in

accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Changes in Work. CITY may, from time to time, request changes to this Agreement or the scope of services. All such work shall be performed pursuant to the terms of this Agreement, unless specifically provided otherwise at the time the change is ordered. Requests for changes in work shall be made in writing by the applicable CITY project manager, and shall describe in detail the proposed additions, deletions, or modifications to the work. CONSULTANT shall respond to such request in writing, with a statement of the costs, expenses and time required to perform the requested work. Neither the CITY's request nor the CONSULTANT's response shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to this Agreement signed by an authorized representative on behalf of CITY. CITY's execution of the amendment shall constitute authorization to proceed with the changed work and will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the contract time, if any.

4. Prevailing Wages. CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is

employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5. 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.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

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

primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

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

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

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

7. Environmental Regulation. CONSULTANT agrees to comply with applicable environmental standards which may be prescribed pursuant to California or federal laws, rules, and regulations, and may otherwise be required by funding sources utilized for this Project.

8. Clean Water. If this Agreement exceeds \$100,000, CONSULTANT agrees to

comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., if and as applicable to this Project. CONSULTANT agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation, if so required, and the appropriate EPA Regional Office. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance, if any such assistance is utilized.

9. Clean Air. If this Agreement exceeds \$100,000, CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., if and as applicable to this Project. CONSULTANT agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation, if so required, and the appropriate EPA Regional Office. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance, if any such assistance is utilized.

10. Energy Conservation. CONSULTANT agrees, if applicable to the services described herein, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. No Government Obligations to Third Parties.

A. CITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to CITY, CONSULTANT, or any other party (whether or not a party to that contract)

pertaining to any matter resulting from this Agreement.

B. CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. False or Fraudulent Statements or Claims.

A. Upon execution of this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Project and services. In addition to other penalties that may be applicable, CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 on CONSULTANT to the extent the Federal Government deems appropriate.

C. CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

13. Privacy Act. CONSULTANT agrees to comply with, and assures the compliance

of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, if applicable to this Project. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and the failure to comply with the terms of the Privacy Act may result to termination of this Agreement. CONSULTANT also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance.

14. Civil Rights. The following requirements apply to this Agreement:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability, or any other protected basis.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and the Federal transit laws at 49

U.S.C. § 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability, or any other protected basis. 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.

2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.

3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONSULTANT agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission's, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29

C.F.R. Part 1630, pertaining to employment of person with disabilities.

C. Subcontracts. CONSULTANT also agrees to include these requirements in each subcontract exceeding \$10,000 financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

15. Disadvantaged Business Enterprise. CONSULTANT must give consideration to DBE firms as specified in 23 CFR § 172.5(b), 49 CFR Part 26, and in the "Notice to Proposers Disadvantaged Business Enterprise Information." CONSULTANT must meet CITY's Disadvantaged Business Enterprise ("DBE") goal, if it has one, for this Agreement of 10% by using DBEs as subconsultants or by documenting a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him or her with another DBE subconsultant if the goal is not otherwise met. DBE terms are more fully discussed in EXHIBIT "C" and EXHIBIT "D" attached hereto and incorporated herein by reference.

16. Federal Grant Conditions. This Agreement might be subject to a financial assistance contract between CITY and federal and state funding sources. If those funding sources require any changes to this Agreement to comply with their requirements, the parties agree to amend this Agreement as required. If such changes cause an increase or decrease in the scope of work to be performed by CONSULTANT or in the time for such performance, then the compensation to be paid to CONSULTANT and time of performance shall be equitably adjusted.

17. Interest of Members of or Delegates of Congress. In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

18. Access Requirements for Persons with Disabilities. CONSULTANT agrees to

comply with all applicable requirements of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 and 49 U.S.C. § 5301(d), and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended, as may be applicable to CONSULTANT.

19. Incorporation of Terms. This Agreement may include, in part, certain standard terms and conditions required by federal and state funding sources, whether or not expressly set forth in this Agreement. All contractual provisions required by federal and state funding sources are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of any federal or state required terms and conditions.

20. Warranties and Certifications Regarding Commissions and Fees. 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.

21. Conflict of Interest. CONSULTANT covenants that neither it, nor any officer or

principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way affect CONSULTANT's performance of work under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of CITY. CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of CITY in the performance of this Agreement. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain this paragraph.

22. Rebates, Kickbacks or Other Unlawful Consideration. CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. Lobbying.

A. The signatories to this Agreement on behalf of CONSULTANT certify to the best of their knowledge and belief that:

1) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or

Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, 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 federal agency; 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, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. 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 of Title 31 of the United States Code. 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.

C. Signatories to this Agreement on behalf of CONSULTANT also agree by signing this document that they shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

24. Debarment and Suspension Certification. If this Agreement exceeds \$25,000, CONSULTANT's execution of this Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with

Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.

25. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and as more fully described herein. 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 periods described. CONSULTANT shall include this provisions in its contracts with all subcontractors.

A. CONSULTANT agrees to provide CITY and any federal and state funding source administrator, or any of their authorized representatives, access to any books, documents, papers, records, accounts, reports, and other evidence which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

CONSULTANT also agrees, pursuant to 49 C.F.R. § 633.17, if applicable, to provide the FTA Administrator or his or her authorized representatives including any PMO contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. § 5307, § 5309 or § 5311.

B. CONSULTANT agrees to permit any of the foregoing parties to reproduce books, documents, papers, records, accounts, reports, and other evidence by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. CONSULTANT agrees to maintain all books, documents, papers, records, accounts, reports, and other evidence required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONSULTANT agrees to maintain same until any of the foregoing parties or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

D. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by CITY's Chief Financial Officer.

Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this

Agreement.

Subcontracts in excess of \$25,000 shall contain this provision.

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

27. 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.

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

29. 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.

30. 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.

31. 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.

32. Disputes. In the event of any dispute arising between CITY and CONSULTANT regarding any part of this Agreement, or the parties' obligations or performance thereunder, either party may institute the dispute resolution procedures set forth herein. The parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

Any party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the scope of services. Such meeting shall be held at CITY's offices within five (5) working days of written request therefor or at such time as agreed by the parties, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by CITY's authorized representative, CONSULTANT's authorized representative and any other person who may be affected in any material respect by the resolution of such dispute. Subject to further appeals or approvals required by CITY Charter or Code, such authorized representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

33. 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.

34. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

35. 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.

36. Funding Requirements. This Agreement is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or statute enacted by Congress or the State Legislature or any ordinance enacted by the Roseville City Council that may affect the provisions, terms or funding of this Agreement in any manner. If sufficient funds are not appropriated, this Agreement may be amended by mutual agreement to reflect any reduction in funds.

37. 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.

38. 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.

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

40. 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.

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

CITY OF ROSEVILLE

Rhon Herndon, Public Works Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Mehrdad Varzandeh, Principal in Charge
3101 Zinfandel Drive, #320
Rancho Cordova, CA 95670

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

42. 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

THE HANNA GROUP, a California
corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: CEO

ATTEST:

and
BY: 
its: CFO

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
RHON HERNDON
Public Works Director

EXHIBIT A**SCOPE OF SERVICES****Construction Management & Environmental Monitoring Services
Downtown Bridges and Trail Improvement Project**

Federal Aid # CML-5182(063)

Task 1 – Preconstruction Services

Task 1.1 Project Quality Assurance Plan: Consultant shall assist the City in modifying the general City Quality Assurance Procedure (QAP) Manual to be project specific for the Downtown Bridges and Trail Improvement Project.

The CONSULTANT shall review the work of the contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the City, to assure that the work performed and materials furnished are in accordance with the contract documents. The CONSULTANT shall confer with the Project Manager and the appropriate consultants to make the final interpretation, in writing, and transmit it to the City and appropriate parties for resolution.

Deliverable:

- Final QAP Plan

Task 1.2 Review Project Documents

Consultant shall review the contract documents including permits and agreements and shall lead a round-table discussion with our staff and our sub-consultants to make sure that everyone understands the requirements, roles, responsibilities, goals, and objectives specific to this project. This discussion shall also focus on the job requirements, especially how the team shall handle non-conforming materials, QA records, records of corrective action taken, and audits of QA records.

Submittals/Agreements: Consultant shall identify all submittals required by the contractor in checklist format and shall provide this information to the City and contractor during the pre-construction meeting.

Task 1.3. Pre-Construction Condition Documentation

Consultant shall document pre-construction site conditions including the bridge and approaches, staging areas and access trails, levee conditions, temporary parking areas, and any other construction related zones using photographs, written notes and/or video. Special or sensitive areas shall be noted and extra documentation may be required for these special or sensitive areas. Copies of all documentation, including photographs, notes, and video, shall be submitted to the City's Engineer and become the property of the City.

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP****Deliverable:**

- Copies of all documentation including but not limited to photographs, notes, and video.

Task 2 – Construction Services

Consultant services during construction shall include interpretation of Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The Consultant shall assess the acceptability of the Contractor's work by visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the Consultant shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the Consultant shall take appropriate action to ensure correction. The Consultant shall also manage requests for clarification, coordinate work with the Design Engineer as required and manage the project changes, evaluate Contractor's claims and prepare progress pay estimates.

The Consultant shall perform its activities in accordance with but not limited to the following documents:

- Project Plans and Specifications
- Regulatory Agency Permits
- City of Roseville Land Development Manual
- City of Roseville General Specifications
- Caltrans Construction Records and Procedures Manual
- Caltrans Standard Test Methods
- Caltrans Surveying Manual
- Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- Caltrans Construction Manual & Bulletins
- Manual of Uniform Traffic Control Devices & California Supplement

Task 2.1 - Administration

The Consultant shall provide construction administration of the project to facilitate the ongoing construction efforts and maintain state and City regulations. At a minimum, the Consultant shall:

- Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the state
- Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, state regulations and in with the City's objectives for cost, time and quality.
- Coordinate with the City and all other involved agencies to obtain and comply with all required permits.
- Recommend necessary or desirable changes in the construction contractor's scope of work to the City, review and evaluate contractor's request for changes, assist in negotiating contractor's proposals, submit recommendations to the City supported by field data, and if they are accepted, prepare change orders for signature and the City's authorization.

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP**

- Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make recommendations for certification to the City for payment.
- Consult with the design engineer and the City if the contractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of questions, which may arise.
- Provide a staffing schedule each month for the following month. This schedule is subject to the City's approval.
- Review the Contractor's construction schedule, request updates on weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required. Compare contractor schedule to master schedule on a regular basis.
- Manage any utility work to be performed by utility agencies (work not part of contractor's responsibilities).

Deliverables:

- Cost Accounting Records

Task 2.2 - Meetings**Anticipated meetings include:**

- A Pre-construction meeting with the Construction Contractor, City, regulatory agencies, Caltrans, and utility companies.
- A Preconstruction Stakeholder meeting,
- Weekly Contractor meetings,
- Weekly meetings between the Consultant and City,
- Meetings scheduled as needed with regulatory agencies, Design Consultant, other groups, or agencies.

Consultant shall prepare agendas prior to each meeting. Consultant shall take minutes of all meetings and provide these documents to the City within one week of the meeting. Meetings shall be held at the offices of the City of Roseville Department of Public Works or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- Meeting Agendas
- Meeting Minutes

Utility Coordination: Consultant shall assume the primary responsibility for coordinating utility work. The responsibilities include but is not limited to the following:

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP**

- Review all documents pertaining to utility work, including the "Policy on high and low risk underground facilities"; "Notice to Relocate and/or Remove Utility Facility"; Encroachment Permits; contract plans, and correspondence relating to utilities not shown on the contract plans.
- Review the Contractor's Progress schedule in order to coordinate with the agencies that are responsible for the utility removal and/or relocation operations to prevent right of way delays and to avoid conflicts between the contractor's work and the utility relocation operations.
- Coordinate with the City, the Contractor and the utility owners to promote cooperation and timely completion of the work to avoid delays to the construction activities.
- Monitor the constraints of the utility relocation.
- Verify that underground utilities are relocated or removed before the Contractor can begin other improvements.

Task 2.3 – Submittal Management

Consultant Monthly Invoice Reports. With each invoice Consultant shall provide a narrative status update on their Construction Management contract as well as a detailed report on the status of the budget for the team including sub consultants. This report shall also provide a forward looking "Burn Rate" for future budget forecasting. The monthly invoice shall also include a copy of Consultants certified payroll as required in the Contract.

Deliverables:

- Invoice Reports

Contractor Progress Payments. The Consultant shall implement necessary procedures for an effective system of Contractor cost control to track progress payments, contract change orders, claims and extra work requests. The Consultant shall prepare quantities and estimates for monthly progress payments and recommend approval to the City. Consultant shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with City of Roseville DPW Construction Division procedures. Consultant shall track the payment of items separately for each Federal Aid Project and prepare progress payments according to the construction contract bid schedule. Consultant shall prepare 2 separate progress pay estimates, one for each Federal Aid Project, as needed.

Deliverables:

- Progress Payments

Contract Modifications and Extra Work, Contract Change Orders, Claims: The Consultant shall perform the evaluation and administration of all contract modifications, change orders, and claims. The Consultant shall review all requests for merit, perform an independent estimate, and make recommendations to the City for consideration. All contract modifications, extra work, and contract change orders shall be approved by the City. If approved, the Consultant shall complete all required documentation to process the change. If the Consultant receives a notice of potential claim from the Contractor, the Consultant shall immediately notify the City and work toward a

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP**

timely resolution of the claim with the Contractor. The Consultant's weekly report to the City shall include the status of any outstanding claims. The Consultant shall support the City in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Deliverables:

- All records of change orders and Claims.

Request for information or Clarification: The Consultant shall review and respond to all contractor requests for information (RFI) or clarification. The Consultant shall issue necessary clarifications and interpretations of the Contract Project Documents in response to requests by the Contractor. The Consultant shall also review and respond to all submittals, including but not limited to shop drawings, product data and product samples. The Consultant shall coordinate submittal and RFI responses with the Design Consultant. The Consultant shall draft a list of required submittals in accordance with the project Specification for the City to review. The list shall be submitted to the City with the Construction Management Plan. Submittals requiring review by the CITY shall be logged and transmitted for formal review. The following Logs shall be utilized to track submittals: Shop Drawing, Shop Drawing-Resubmit, Shop Drawing-Review, Submittal List. Updated submittal logs shall be made available to the City upon request. The Consultant shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Deliverables:

- Copies of all documentation for clarification and interpretation of the Project Plans and Specifications

Task 2.4 – Labor Compliance Services

The Consultant shall serve as the conduit for receipt of Labor Compliance documents required by the Contractor, and will provide these documents to the City. The Consultant will track receipt of these documents and can perform the role of periodic spot checking for Contractor compliance with the applicable labor laws for this project. The City will be responsible for review of Contractor statements of compliance, certified payrolls, fringe benefit statements, apprenticeship certifications, and monthly employee utilization reports for general compliance with State or Federal labor requirements.

Deliverables:

- Interview Documentation

Task 2.5 – Inspection Services and Testing

Field Inspection: Consultant shall provide sufficient inspectors to adequately inspect all Contractors' construction work. The Consultant or inspectors shall provide field inspection of Contractor's construction work on a daily basis. The Consultant or inspectors shall review all construction prior to burial, and provide for inspection of all tests required to be performed by

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP**

the Contractor or referenced in the contract documents. Consultant and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications.

Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the City at any time. The Consultant or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed. Daily inspection reports shall include, at a minimum, the following information:

- Contractors activities, contractor employees on site and hours worked by each
- Equipment on site and hours of use
- Weather conditions
- Discussions with the contractor
- Problems and issues dealt with
- Approved changes
- Itemization of extra work
- Any Abnormal occurrences and unforeseen conditions
- Any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.
- Photographs and or video of special situations.

Deliverables:

- Daily Reports

Testing: The Consultant shall provide, coordinate and monitor all field and laboratory testing of soils, backfill, structural backfill, aggregate base, asphalt, concrete, paint inspection, and other testing required by law, or the Construction Specifications. Caltrans certified technicians shall complete all testing work and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the City. The Consultant shall review results of tests, forward copies to the City as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures shall be in accordance with the Contract Documents and applicable Specifications. Testing must comply with the City's Quality Assurance Program (QAP).

Deliverables:

- Copies of all testing results

GGL Testing: Consultants Subconsultant, ABE Engineering, shall conduct acceptance tests of the concrete for the CIDH piles. Acceptance tests shall evaluate the homogeneity of the placed concrete. Tests shall include gamma-gamma logging conducted in conformance with California Test 233.

Deliverables:

- Copies of all testing results

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP****Task 2.6 - QSD/QSP Water Quality Monitoring and SWPPP Support**

ARGONAUT Project Manager Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP), shall review the SWPPP and Notice of Intent package when it becomes available. ARGONAUT proposes to provide the City and the contractor with water quality oversight on work associated with the SWPPP as part of the Trail Project. ARGONAUT shall coordinate with the contractor to confirm water quality monitoring and reporting schedule and documentation follows procedures outlined in the SWPPP. This scope of work assumes ARGONAUT shall conduct site visits, as deemed necessary by the Resident Engineer, during the contract, to review SWPPP compliance. After construction is finished, ARGONAUT shall review final SWPPP reporting prepared by the contractor to support post-construction notification and receipt of a Notice of Termination from the State Water Resources Control Board.

Task 2.7- Environmental Mitigation Monitoring:**Task 2.7A: Pre-construction Surveys**

ARGONAUT shall conduct preconstruction biological resource surveys as required by the MMRP and Permits for the project.

No more than 14 days prior to any vegetation removal or ground-disturbing construction activities, an ARGONAUT biologist shall conduct surveys for special-status plants, nesting raptors and migratory birds.

- Nesting Raptors, Migratory Birds and Special Status Birds – When construction activities are scheduled to take place during the breeding season (generally between January 15 and August 15), a preconstruction nesting raptors and migratory birds survey must be conducted within the project footprint and along construction access routes, and within 250-feet (when feasible) of construction activities. Surveys for raptors nests would also extend 0.25 mile from the project footprint to ensure that nesting raptors are not indirectly affected by construction noise. ARGONAUT shall complete surveys within accessible areas and shall use binoculars in areas where access is limited.

The permits and approvals require that biological resource surveys be repeated if construction activities are delayed or postponed for more than two weeks. Therefore, this scope of work assumes that preconstruction surveys shall be conducted before vegetation removal in January and repeated before trail construction begins in May.

After completion of the preconstruction surveys, ARGONAUT shall prepare one letter report documenting the methods and results of the surveys for submittal to the City. The document shall be reviewed by the Hanna Group staff and City staff, and revised by ARGONAUT as needed, before the City submits the report to regulatory agencies. ARGONAUT shall provide the letter report in electronic (Word or pdf) format.

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP****Task 2.7B Prepare a Worker Environmental Awareness Program**

If necessary, ARGONAUT shall prepare a Worker Environmental Awareness Program (WEAP) brochure that summarizes the sensitive biological resources within the Project area and addresses proper avoidance measures and procedures if species are identified during construction. The WEAP shall also address potential cultural resources and procedures in case of discovered buried archaeological or paleontological resources. ARGONAUT shall provide copies of the WEAP brochures, printed in color, for use onsite and shall provide Hanna Group with one electronic (pdf) copy of the brochure.

ARGONAUT shall also prepare a construction site environmental compliance binder, if required, which shall include a list of all environmental compliance requirements and copies of all permits and approvals for the Project, which shall be kept onsite as required by project permits.

An ARGONAUT biologist shall present WEAP training as necessary and as determined by the Resident Engineer: at the commencement of vegetation removal activities in January and again when trail construction activities begin in May. ARGONAUT shall provide the Hanna Group on-site construction manager with copies of sign-in sheets and extra brochures to be used to train new staff. The contractor can provide the WEAP directly, avoiding potential delays and reducing overall costs.

Task 2.7C. Post-construction Reporting to USFWS and CDFW

The CDFW requires post-construction reporting. ARGONAUT shall complete a letter report with pre-construction and post-construction photos. Pre-construction photos shall be taken concurrent with the preconstruction biological resource surveys (Task 1). ARGONAUT shall prepare each letter report for submittal, and the Hanna Group and City shall review the letter reports before the City submits the reports to the regulatory agencies. ARGONAUT shall provide the reports in electronic (Word or pdf) format.

Task 3 – Post-Construction Services**Task 3.1 - Final Completion and Acceptance**

After the project is substantially complete, the Consultant shall schedule a walk through with the CITY and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the Consultant shall deliver a statement to the City indicating that to the best of the Consultant's knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, that the project has been completed in accordance with the Project Conditions of Approval and Project Improvement Plans/Construction Contract documents and Consultant recommends acceptance. A Proposed Final Estimate signed by the Consultant and the Contractor shall accompany the recommendation for acceptance.

**The Hanna Group Scope of Services
Downtown Bridges and Trail Improvement Project****THE HANNA GROUP****Deliverables:**

- Punch list
- Proposed final estimate and acceptance letter

Task 3.2 - Project Closeout

The Consultant shall verify any operating and/or Regulatory Agency Permits are obtained and inspections are complied with and completed.

The Consultant shall submit to the City, the following close out items:

- All records, maps, and plans maintained by the Consultant during construction.
- All approved shop drawings, submittals and manufacturer's literature maintained by the Consultant during the construction project.
- One complete set of annotated project progress photographs, bound chronologically, and videotapes taken before and during construction.
- A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the Consultant and a recommendation for the City to accept the Record Drawings.
- Provide final detail estimate and "as-built" cost.
- The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- Final Project Completion Report, Acceptance Form, and Final Delivery Report.
- Final Report of DBE utilization.

Deliverables:

- Final Detail Estimate
- Change Order Summary (Exhibit 17-E)
- Final Report – Utilization of DBE (Exhibit 17-F)
- Disadvantaged Business Enterprises Certification Status Change (Exhibit 17-0)
- Statement of Materials and Labor Used by Contractors Involving Federal Funds (Exhibit 17-H)
- Materials Certificate (Exhibit 17-G)
- All approved shop drawings, submittals and manufacturers' literature maintained
- A complete set of annotated project progress photographs bound chronologically and videotapes.
- Project "As-Built" plans.
- Category 1-63 in digital and Binder format.
- Regional Water Quality Control Board Closeout.

City of Roseville

Downtown Bridges and Trail Improvement Project

COST PROPOSAL: 2017 BILLING RATE (SCHEDULE)

Classification	Personnel	Firm	Direct Labor	OH Multiplier	OH Bidders	Total Labor	Fee	Fee	
			DL	(OH + FB + Admin)		Dollars	Percent	Dollars	
Project Manager (CM Support)	Joe Reyes, P.E., QSD	THG	\$104.00	108.45%	\$112.79	\$216.79	10.00%	\$21.68	\$238.47
Resident Engineer	Chad Langstraat, P.E., QSD	THG	\$74.20	108.45%	\$80.47	\$154.67	10.00%	\$15.47	\$170.14
Assistant R.E. / Inspector	Assistant R.E. / Inspector	THG	\$60.00	108.45%	\$65.07	\$125.07	10.00%	\$12.51	\$137.58

Notes

- (1): THG loaded rate includes OH Multiplier includes employees fringe benefits (workers compensation, medical insurance, vacation, sick leave etc.) home office administration, professional liability insurance, etc., all home office support and supplies.
- (2): Direct Rate to comply with prevailing wage rate. All hours are billed in conformance to the California Labor Code and prevailing wage requirements.
- (3): The night shift differential is 12 ¹/₂ % of direct labor for inspection staff (night shift commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.)
- (4): THG accounting is set up in accordance with GAAP and FAR.
- (5): There is a 3% escalation cost for each year

Downtown Bridges and Trail Improvement Project

KEY PERSONNEL EFFORT BY HOURS PER MONTH

Personnel	Classification	Pre-Construction Services	Construction Services												Post-Construction Services	7.5 Months Construction	Total	Labor Dollars
			2017													150 WD	Landed Rate	
			APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC							
Joe Reyes, P.E., QSD	Project Manager		At no charge to the City															
Chad Langstraat, P.E., QSD	Resident Engineer		100	80	80	80	80	80	80	80	80					720	\$170.14	\$ 125,900.64
ARE / Inspector	ARE / Inspector		168	168	168	168	168	168	168	168	168					1,924	\$137.50	\$ 195,909.65
RMA Group	Materials Inspection		See Attached RMA Group Cost Proposal															\$ 59,775.07
Argonaut	Environmental/SWPPP		See Attached ARGONAUT Cost Proposal															\$ 45,507.88
West Coast Coating	Paint Inspections		See Attached WEST COAST Cost Proposal															\$ 21,000.00
Abe Construction Services	GGL Testing		See Attached ABE Cost Proposal															\$ 8,000.00
SUB-TOTAL PERSONNEL			268	248	248	248	248	248	248	248	248					180		\$ 456,093.24

Notes & Assumptions:

- (1): City will be billed only for hours worked
- (2): THG will work with the City regarding level of staffing to meet budget requirements
- (3): Used 168 hours per month. Assumed work level of 5 days/week, 8 hours/day with no overtime.
- (4): Contract time may be extended by weather or unforeseen delays that arise during construction. Cost proposal may need to be reviewed should this occur.
- (5): Actual staff utilization dependent on the approval of the City Project Manager

EXHIBIT 10-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant The Hanna Group Contract No. _____ Date 9-Jan-17

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Resident Engineer	Chad Langstraat, P.E., QSD	740	\$74.20	\$54,908.00
Asst R.E./Inspector	Asst R.E./Inspector	1424	\$60.00	\$85,440.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$140,348.00
b) Anticipated Salary Increases \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$140,348.00

FRINGE BENEFITS

d) Fringe Benefits (Rate 42.80%) **e) Total Fringe Benefits**
[(c) x (d)] \$60,068.94

INDIRECT COSTS

f) Overhead (Rate: 28.22%) g) Overhead [(c) x (f)] \$39,606.21
h) General and Administrative (Rate: 37.43%) i) Gen & Admin [(c) x (h)] \$52,531.64
j) Total Indirect Costs [(e) + (g) + (i)] \$152,206.79

FEE (Profit)

q) (Rate: 10.00%) **k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$29,255.48

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	0	\$0.00	\$0.00
m) Equipment Rental and Supplies (itemize)	0	\$0.00	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	0	\$0.00	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	0	\$0.00	\$134,282.95
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			<u>\$134,282.95</u>
TOTAL COST [(c) + (j) + (k) + (p)]			<u>\$456,093.24</u>

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #3)

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Consultant RMA GROUPContract No. CML-5182(063)Date 21-Dec-16Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)			
Principal Engineer	4	\$142.31	\$569.24
Project Engineer	20	\$118.58	\$2,371.60
Project Manager	32	\$118.58	\$3,794.56
Supervising Technician	40	\$94.88	\$3,795.20
Administrative	60	\$53.41	\$3,204.60
Administrative Assistant	20	\$43.47	\$869.40
Sub-professional/Technical*			
Journeyman Group 1	4	\$105.03	\$420.12
Journeyman Group 2	16	\$100.21	\$1,603.36
Journeyman Group 3	104	\$85.40	\$8,881.60
Journeyman Group 4	32	\$72.79	\$2,329.28
Apprentice Period 1	16	\$54.81	\$876.96
Apprentice Period 2	8	\$59.82	\$478.56
Apprentice Period 3	4	\$64.81	\$259.24
Apprentice Period 4	4	\$69.83	\$279.32
Apprentice Period 5	4	\$85.19	\$340.76
Journeyman Group 1 - Overtime	2	\$157.55	\$315.09
Journeyman Group 2 - Overtime	4	\$150.32	\$601.26
Journeyman Group 3 - Overtime	8	\$128.10	\$1,024.80
Journeyman Group 4 - Overtime	4	\$109.19	\$436.74
Apprentice Period 1 - Overtime	2	\$82.22	\$164.43
Apprentice Period 2 - Overtime	2	\$89.73	\$179.46
Apprentice Period 3 - Overtime	2	\$97.22	\$194.43
Apprentice Period 4 - Overtime	2	\$104.75	\$209.49
Apprentice Period 5 - Overtime	2	\$127.79	\$255.57
Escalation = 3% per year for prevailing wage positions			
EQUIPMENT (with Operator)			\$0.00

OTHER DIRECT COST

Description	Unit(s)	Unit Cost	
CT 202 - Sieve Analysis-Combined Sample	20	\$165.00	\$3,300.00
CT 202 - Sieve Analysis-Fine Aggregate	15	\$145.00	\$2,175.00
CT 202 - Sieve Analysis-Coarse Aggregate	15	\$125.00	\$1,875.00
CT 205 - Percentage Crushed Particles	2	\$125.00	\$250.00
CT 217 - Sand Equivalent	10	\$115.00	\$1,150.00
CT 229 Durability Index	2	\$225.00	\$450.00
CT 234 - Fine Aggregate Angularity	2	\$175.00	\$350.00
CT 235 - Flat and Elongated Particles	2	\$225.00	\$450.00
CT 309 - Maximum Theoretical Specific Gravity	5	\$190.00	\$950.00
CT 308 (A) - Core Density Paraffin Coated	12	\$50.00	\$600.00
CT 366/308 - Stabilometer Value and Density	2	\$265.00	\$530.00
CT 370 - HMA Moisture Content	4	\$60.00	\$240.00
CT 371 - Moisture Susceptibility	1	\$950.00	\$950.00
CT 382 - Asphalt Binder Content by Ignition Oven	4	\$145.00	\$580.00
CT 382 - Ignition Oven Correction Factor	1	\$250.00	\$250.00
AASHTO T59 - Viscosity	2	\$115.00	\$230.00
AASHTO T59 - Settlement, 5 days	2	\$190.00	\$380.00
AASHTO T59 - Sieve	2	\$90.00	\$180.00
AASHTO T59 - Demulsibility	2	\$130.00	\$260.00
AASHTO T49 - Penetration	2	\$85.00	\$170.00
ASTM D36 - Field Softening	2	\$125.00	\$250.00
CT 332 - Torsional Recovery	2	\$190.00	\$380.00
CT 226 - Moisture Content by Oven Drying	10	\$20.00	\$200.00
ASTM D1557 - Max Density Optimum Moisture	8	\$230.00	\$1,840.00
CT 301 - Resistance R-Value Stabilometer	2	\$295.00	\$590.00
CT 521 - Concrete Compressive Strength	80	\$30.00	\$2,400.00
ASTM C495 - Lightweight Concrete Compressive Strength	8	\$45.00	\$360.00
ASTM C567 - Density of Lightweight Concrete	2	\$90.00	\$180.00
ASTM F606/E18/E376 - Bolt Assembly	4	\$350.00	\$1,400.00
ASTM F1554 - Anchor bolt Assembly	4	\$250.00	\$1,000.00
Sample Pick-up and Delivery	30	\$80.00	\$2,400.00
Supplies/Consumables (Itemize)			\$0.00
Travel/Mileage			\$0.00
Report (if applicable)			\$0.00
TOTAL COST PER UNIT OF WORK			\$59,775.07

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant West Coast Coating Consultants Contract No. _____ Date 01/09/17**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Paint Inspector	Paint Inspector	168	\$60.00	\$10,080.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$10,080.00

b) Anticipated Salary Increases (see page 2 for sample)

\$295.50**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$10,375.50**FRINGE BENEFITS**d) Fringe Benefits (Rate 0.00%)**e) Total Fringe Benefits**[(c) x (d)] \$0.00**INDIRECT COSTS**f) Overhead (Rate: 76.00%)g) Overhead [(c) x (f)] \$7,885.38h) General and Administrative (Rate: 8.00%)i) Gen & Admin [(c) x (h)] \$830.03**j) Total Indirect Costs [(e) + (g) + (i)]** \$8,715.41**FEE (Profit)**q) (Rate: 10.00%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$1,909.09**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>1</u>	<u>\$0.00</u>	<u>\$0.00</u>
m) Equipment Rental and Supplies (itemize)	<u>2</u>	<u>\$0.00</u>	<u>\$0.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	<u>4</u>	<u>\$0.00</u>	<u>\$0.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>5</u>	<u>\$0.00</u>	<u>\$0.00</u>

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$0.00**TOTAL COST [(c) + (j) + (k) + (p)]** \$21,000.00**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Argonaut Ecological, Inc. Contract No. _____ Date 9-Jan-17

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Sr. Biologist, Sr.	Kathy Kinsland	254	\$115.00	\$29,210.00
Technician 1	Meaghan Crawford	39	\$75.00	\$2,925.00
Technician 2	Paige Martin	39	\$75.00	\$2,925.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$35,060.00
b) Anticipated Salary Increases \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$35,060.00

FRINGE BENEFITS

d) Fringe Benefits (Rate 5.00%) **e) Total Fringe Benefits**
[(c) x (d)] \$1,753.00

INDIRECT COSTS

f) Overhead (Rate: 8.00%) g) Overhead [(c) x (f)] \$2,804.80
h) General and Administrative (Rate: 5.00%) i) Gen & Admin [(c) x (h)] \$1,753.00
j) Total Indirect Costs [(e) + (g) + (i)] \$6,310.80

FEE (Profit)

q) (Rate: 10.00%) **k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$4,137.08

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	0	\$0.00	\$0.00
m) Equipment Rental and Supplies (itemize)	0	\$0.00	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	0	\$0.00	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	0	\$0.00	\$0.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$0.00

TOTAL COST [(c) + (j) + (k) + (p)] \$45,507.88

Abe Construction Services, Inc.

5111 Doolan Rd Livermore, CA 94551 Phone: 925-944-6363 Fax: 925-476-1588 Email: SA.ACS@ATT.net

December 14, 2016

Estimate for CIDH Pile Testing Services

GGL (Gamma-Gamma Logging)

Ice House & Taylor Street Bridges

Roseville, CA

Attn: Hanna

Scope: Perform GGL on 12 piles @ 24"x40' ft with 2 tubes/pile. Four piles for Ice House and eight piles for Taylor Street.
Assume four mobilizations and reports.

QTY.	DESCRIPTION	RATE / UNIT	COST
GGL FIELD TESTING			
24	GGL or CSL field logging charge	\$70.00 /log	NA (Min Day Charge)
4	Minimum daily field charge (regardless of logs/day)	\$1,000.00 /day	\$4,000.00
0	Weekend or holiday premium charge	\$400.00 /day	\$0.00
REPORT / ANALYSIS/ ENGINEERING CHARGES			
4	GGL or CSL Test Report submittals	\$600.00 / each	\$2,400.00
0	Engineer for meetings, standby at site, pile mitigation, safety training, Railroad/train standby	\$200.00 /hr	\$0.00
TRAVEL / MOB EXPENSES			
0	Overnight charge for consecutive test days	\$150.00 /night	\$0.00
4	Equipment Mobilization/vehicle/ travel costs	\$400.00 /trip	\$1,600.00
Total Estimate			\$8,000.00

Notes & Terms:

- a) At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges.
If we receive less than 7 days notice, additional mobilization expenses may be negotiated.
- b) Standby charge of \$200/ hr will be charged if engineer must wait for access to piles for testing
- c) Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES
This quote is valid for 90 days.
- d) All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY
- e) Work to be performed as direct cost vendor not subject to Form 10H subcontractor requirements.
PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 54-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.

Please sign below indicating you accept the above rates and terms and agree to pay in full within 30 days of receipt of invoice. Please return signed quote by fax.

This quote is valid for 90 days.

Company

Date

Print name & title

Signature

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: The Hanna Group

Indirect Cost Rate: 108.45 % * for fiscal period 01/01/2015 to 12/31/2015 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Roseville

Contract Number: _____ Project Number: CML-5182(063)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 16,500,000 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter I, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 456,093.24

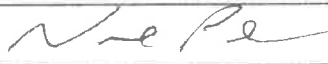
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

RMA Group	\$ <u>59,775.07</u>
Argonaut Ecological	\$ <u>45,507.88</u>
West Coast Coating	\$ <u>21,000.00</u>
Abe Construction Services - Vendor	\$ <u>8,000.00</u>
	\$ _____

Consultant Certifying (Print Name and Title):

Name: Nick Panayotou

Title: Principal

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 01/09/2017

Consultant Contact Information:

Email: Nick@hannagrp.com

Phone number: (916) 254-5156

******An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:Consultant Firm Name: RMA GroupIndirect Cost Rate: 119.2% * for fiscal period 1/01/2016-12/31/2016 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of RosevilleContract Number: _____ Project Number: CML-5182(063)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 30,000,000 and the number of states in which the firm does business is 2.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 59,775.07

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: RMA Group

Title: Northern California Regional Manager

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): January 9, 2017

Consultant Contact Information:

Email: jbishop@rmacompanies.com

Phone number: 916-631-7194

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:Consultant Firm Name: West Coast Coating ConsultantsIndirect Cost Rate: 84% * for fiscal period 01/01/2015 to 12/31/2015 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of RosevilleContract Number: _____ Project Number: CML-5182(063)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 180,000 and the number of states in which the firm does business is 2.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 21,000.00

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Greg A. Whiting

Title: President

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): 01/09/2017

Consultant Contact Information:

Email: gregwccc@gmail.com

Phone number: (415) 244-6429

Greg Whiting <gregwccc@gmail.com>

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:Consultant Firm Name: Argonaut Ecological Consulting, Inc.Indirect Cost Rate: 18% * for fiscal period 01/01/2015 – 12/31/2015 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Roseville, CAContract Number: _____ Project Number: CML-5182(063)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$160,000 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter I, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 45,507.88

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Kathy Kinsland

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 01/09/2017

Consultant Contact Information:

Email: Kathy@argoconsult.net

Phone number: (916) 803-1454

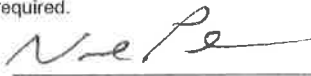
****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 10 %
 3. Project Description: Construction Management Services for Downtown Bridges and Trail Improvement Project
 4. Project Location: West of Lincoln Street to Royer Park in the City of Roseville
 5. Consultant's Name: The Hanna Group 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Biological Monitoring and Stormwater Inspection/Audit services	36268	ARGONAUT ECOLOGICAL CONSULTING, INC 2377 GOLD MEADOW WAY, SUITE 200 GOLD RIVER CA 95670	10 %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	10 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 	
20. Local Agency Representative's Signature	21. Date	12. Preparer's Signature	13. Date
22. Local Agency Representative's Name	23. Phone	Nick Panayotou	(916)254-5156
24. Local Agency Representative's Title		14. Preparer's Name	15. Phone
		Principal	
		16. Preparer's Title	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Roseville 2. Contract DBE Goal: 10 %
 3. Project Description: Construction Management Services for Downtown Bridges and Trail Improvement Project
 4. Project Location: West of Lincoln Street to Royer Park in the City of Roseville
 5. Consultant's Name: The Hanna Group 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$456,093.24
 8. Total Dollar Amount for ALL Subconsultants: \$134,282.95 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Biological Monitoring and Stormwater Inspection/Audit services	36268	ARGONAUT ECOLOGICAL CONSULTING, INC 2377 GOLD MEADOW WAY, SUITE 200 GOLD RIVER CA 95670	\$45,507.88
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			10.00 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>01/09/17</u> Nick Panayotou (916)254-5156 17. Preparer's Name _____ 18. Phone _____ Principal 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ORDINANCE NO. 5811

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Downtown Bridges and Trail Improvement project per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$500,000.00

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



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*: Public Works

DEPARTMENT/DIVISION*: Alternative Transportations

FISCAL YEAR/EFFECTIVE DATE*: 2016/2017

PROPOSED COUNCIL DATE (if applicable): 03/15/2017

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

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
456,000	90004	6120	441	109001	32	Construction Engineering
44,000	90004	6120	441	109001	15	Labor
\$ 500,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
442,300	00441	3705	441	109001	79	CMAQ Grant
57,700	00441	3703	441	109001	70	Local Transportation Fund
\$ 500,000	TOTAL					

FINANCE USE	Approved:					
	BUDGET MANAGER/DESIGNEE	DATE	2/22/17		DATE	2/22/17

Justification for Budget Adjustment*:

The budget adjustment will fund a Professional Services Agreement for Construction Engineering and associated City staff labor costs for Phase 2 of the Downtown Bridges & Trail Project (which includes Rotation and Rehabilitation of the Rube Nelson Icehouse Bridge and construction of the Library Replacement Bridge and Class I Trail Extension).

Approved:		2-22-17	Approved:		
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE		CITY MANAGER	DATE	



COUNCIL COMMUNICATION

CC #: 8333

File #: 0707 & 0201-01 & 0214

Title: Roseville Aquatics Complex Deck Replacement and Pool Re-plaster Project - Professional Design Services Agreement, Grant Acceptance, and Budget Adjustment

Contact: Rjahja Canlas 916-774-5505 rcanlas@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.20.

RECOMMENDATION TO COUNCIL

Approve the attached resolution authorizing the City Manager to execute a Professional Design Services Agreement between the City of Roseville and Arch-Pac, Inc. for \$83,000.00 for construction document preparation related to the Roseville Aquatics Complex Deck Replacement and Pool Re-plaster Project, accept a \$500,000.00 grant from Placer Valley Tourism, and approve a budget adjustment of \$1,200,000.00 to include \$700,000.00 from the General CIP Rehabilitation Fund to the project.

BACKGROUND

The Roseville Aquatics Complex was constructed in 1995. It is a facility that is heavily used and houses many different events and programs throughout the year. As the facility has aged, it has started to show signs of wear, specifically related to the pool plaster and deck. As such, an assessment on the condition of the pools was conducted in 2007. The competition pool plaster and pool deck were identified in the report as the top two areas of concern. In the past several years the plaster of the 50 meter competition pool has cracked and been repaired numerous times, some of which included underwater patches. Additionally, the pool deck has suffered additional cracking and deterioration since the report. This includes certain areas becoming slick, excessive puddling due to settling drains and raised seams at select joints. Some areas have been patched repeatedly to temporarily address the surfacing. The drainage repairs have not been addressed, as they involve a more invasive and costly process. Proper drainage is integral to the longevity of the pool deck system. The process for the patch repairs, while effective in the short term, has been a band aid to addressing the issue long term.

This project has been identified via General CIP Rehab Fund in past years, but due to the many other high priority projects, there has not been sufficient funding to execute it. In October 2016, Placer Valley Tourism informed the City of a \$500,000.00 grant award to re-plaster the competition pool and repair the surrounding concrete deck at the Roseville Aquatics Complex. The total estimate cost of the project is \$1,200,000.00. Staff is seeking approval of a budget

adjustment of \$700,000.00 from the General CIP Rehabilitation Funds to fully fund the project.

Subsequent to the grant award, Staff sought three different consultants to provide proposals for construction document preparation. The expertise required for this project is very specialized. A consultant provided a proposal and subsequently rescinded. Another consultant declined to submit a proposal. Arch-Pac, Inc. submitted a proposal, which was carefully reviewed and deemed reasonable. The architect assigned to the project is the one of record for the original pool construction. The scope of work included in this Agreement will include preparation of the construction documents for the re-plaster work at the competition pool and repair/replacement of the surrounding concrete deck at the Roseville Aquatics Complex.

FISCAL IMPACT

The PRL Department is requesting authority to accept a \$500,000.00 grant from Placer Valley Tourism, and to establish a new \$1,200,000.00 Roseville Aquatics Complex (RAC) Pool Re-Plaster & Deck Replacement Capital Improvement Project (CIP 175401) for improvements to the RAC pool funded by \$500,000 in grant revenue and a \$700,000 transfer from the General CIP Rehab Fund (Fund 310). The cost of the project is partially offset by the external grant funding, so the direct impact to the City is the \$700,000 contribution from the General CIP Rehab Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

No foreseeable new jobs will be created with this agreement approval.

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)). This request does not include the potential for significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-101

Professional Design Services Agreement

Ordinance No. 5814

Budget Adjustment RAC Replaster/PVT Grant

RESOLUTION NO. 17-101

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

WHEREAS, a professional design services agreement regarding the Roseville Aquatics Center Desk Replacement and Pool Re-plaster project, by and between the City of Roseville and Arch Pac, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Roseville Aquatics Center Deck Replacement and Pool Re-plaster Project

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design and engineering services, as well as bidding and project administration services relating to the Roseville Aquatic Center; and

WHEREAS, CONSULTANT has prepared a proposal dated January 3, 2017, which describes the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule for performance of the work; and

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

NOW, THEREFORE, the parties agree as follows:

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

EXHIBIT "A". Total compensation shall not exceed eighty-three thousand dollars (\$83,000.00).

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. Prevailing Wages. CONSULTANT shall comply with all applicable prevailing wage laws for services performed under this Agreement. Additionally, CONSULTANT shall require its subcontractors, if any, to comply with all applicable prevailing wage laws for services performed under this Agreement. In accordance with Section 1775 of the California Labor Code the CONSULTANT shall forfeit as a penalty to the CITY fifty dollars (\$50.00), and/or such other penalty amounts required by statute, for each calendar day or portion thereof, for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any work done under this Agreement by the CONSULTANT or by any subcontractor under the CONSULTANT in violation of the provisions of the California Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT. Moreover, CITY shall have the right to withhold payment in such amounts as directed by the Department of Industrial Relations or Labor Commissioner. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the follow website address: <http://www.dir.ca.gov/DLSR/PWD/Northern.html>. During the performance of

this Agreement, CONSULTANT and its subcontractors, if applicable, shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONSULTANT is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. 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.

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

COVERAGE

Workers' Compensation

LIMITS OF LIABILITY

Statutory

Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

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

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

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

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

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

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

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

7. Time is of the Essence. Time is of the essence of this Agreement.
8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.
11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.
12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.
13. 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.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, 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.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance 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.

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

19. Severability. If any of the provisions contained in this Agreement 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.

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

CITY OF ROSEVILLE

Dion Louthan
Parks, Recreation & Libraries Director
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Ken Moeller
Arch Pac, Inc.
1351 Distribution Way, Suite 1
Vista, CA 92081

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

ARCH PAC, INC., a California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: _____
its: Kenneth Paul Moeur

and

BY: _____
its: Angela Moeur



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation & Libraries Director

EXHIBIT "A"

ROSEVILLE AQUATIC CENTER DECK REPLACEMENT & POOL RE-PLASTER PROJECT

PROPOSAL FOR CONSULTANT SERVICES

1.0 INTRODUCTION

1.1 **ARCH+PAC, INC.** of Vista, California - hereinafter referred to as "CONSULTANT," proposes to provide architectural design and engineering services to **CITY OF ROSEVILLE**, hereinafter referred to as "CLIENT" for the following project:

Provide consulting design services for the Roseville Aquatic Center 50-Meter Deck Replacement and 50m Pool Re-plaster & retile. The Work generally consists of removal of existing pool plaster and tile followed by removal of cantilever on 50m pool continuous gutter, and removal of pool decks and storm drainage system around 50m pool.

Replacement of underwater light conduit that is embedded in pool decking and grounding and bonding grid where pool decking is removed. Test the existing pool piping by pressurizing the recirculation system to verify it is sound and will remain so after completion of work and does not leak – while the decking is off and it is easily accessed. Replace Colorado Timing System Conduit embedded in deck. The 50m pool to be re-plastered and retiled is a 50m by 25 yard pool with a shallow end "L", a beach entry. The surge pit and pool gutter will also need to be re-waterproofed.

The pool decking, where removed and replaced will require some new pool deck equipment and the pool enclosure will also be repaired and replaced as a part of the proposed work so as to comply with access/egress Code requirements.. Access including paths of travel and ADA accommodation from bathhouse to pool will be re-addressed and modified if needed to comply with ADA – especially to accommodate changes in ADA since the original construction of the facility in 1993. Inclusion of any other Code required modifications based on Code changes, such as a rated wall between the pool mechanical room and other adjacent occupancies.

1. *Provide design and engineering services for the resurfacing (removal and replacement of pool plaster) and retile of the 50m pool..*
2. *Provide design and engineering services for the deck and storm sewer replacement for the existing 50-Meter swimming pool, inclusive of backstroke stanchions, starting block anchors, diving board hold-downs, grab rail, ladder, water polo and handrails anchors and escutcheons will be included as part of the work.*
3. *Survey the entire Roseville Aquatics Complex for compliance with the applicable State of California's Title 24, Building Code (CBC), with California Amendments and the Federal Americans with Disabilities Act of 1990 (ADA), as they relate to physical disabled access. Including:*
 - *Off-street parking and signage*
 - *Exterior paths of travel, slopes, curb cuts and truncated dome locations*
 - *Main entry into the complex regarding access and surfacing*
 - *Public restrooms and showers, with locker access and ADA accoutrements*
 - *Interior public paths of travel and pool access.*
4. *Provide a report that identifies conditions that do not comply with CBC or ADA standards and give typical recommendations for compliance. Provide an estimate of remedial costs and itemized tasks..*
5. *Visit the project site to document existing conditions and review as-built / record drawings.*
6. *Prepare a demolition plan as required to document the required scope of the resurfacing and deck replacement.*
7. *Prepare site plan of pool and pool deck that shows the limit of work and ADA access requirements.*
8. *Prepare swimming pool plan view and longitudinal sections, swimming pool finish details, and miscellaneous reinforcement schedules and details.*



ROSEVILLE AQUATIC CENTER DECK REPLACEMENT & POOL RE-PLASTER PROJECT

9. *Prepare swimming pool deck plan, starting blocks, rail goods, deck drainage and appurtenances, pool deck electrical bonding, and miscellaneous details.*
10. *Provide an Erosion Control plan (SWPP) if required. (not thought to be necessary)*
11. *Prepare technical specifications in CSI format.*

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide architecture design and engineering services as hereinafter described for the following design program elements:
 - 2.1.1 50m x 25yd competition pool with shallow end "L" steps – re-plaster
 - 2.1.2 50m x 25yd competition pool with shallow end "L" steps – re-tile
 - 2.1.3 50m x 25yd new cantilever – using Xypex in concrete mix and a mix design based on durability with galvanized reinforcement to inhibit future similar deterioration or consider modification of the 50m pool into a rim-flow style gutter similar to the other two pools in the renovation process.
 - 2.1.4 50m x 25yd waterproof gutter and surge tank
 - 2.1.5 New pool decking and drainage around 50m pool
 - 2.1.6 ADA access and egress with Code compliance
 - 2.1.7 Survey & Report of ADA non-compliant items, Code analysis requiring correction.
 - 2.1.8 Demolition Plan for work to be replaced or modified
 - 2.1.9 Provide Storm Water SWPP for implementation during construction if needed.
 - 2.1.10 Provide CSI specification defining work product to be performed
 - 2.1.11 Deck plan to locate new stanchions, anchors and locations of deck equipment

3.0 SCOPE OF SERVICES are based on the following assumptions. In the event any ultimate facts or events differ, Consultant's services, schedule, and compensations shall be adjusted accordingly.

- 3.1 Programming and Preliminary & Design Development Phase:
 - 3.1.1 CONSULTANT shall review the CLIENT'S requirements for the project and shall arrive at a mutual understanding of requirements with CLIENT. (See attached Layout)
 - 3.1.2 The mutually agreed upon scope of service, schedule construction budget shall be the basis for the preparation of preliminary design documents. CONSULTANT shall prepare, for approval by CLIENT, Preliminary Design Documents consisting of drawings illustrating the scale and relationship of Project components to be included. Preliminary Design Phase deliverables shall include the following:
 - a) Layout plan view for 50m pool showing areas to receive plaster and tile
 - b) Pool Sections for 50m pool defining extent of work renovation work
 - c) Site Plan showing integration of pool area with deck area and storm sewer.
 - d) Define paths of travel and ADA work to be accomplished
 - e) Provide details for both cantilever style gutter.
 - f) Survey and report defining shortcomings in ADA and items needing modifications based on Code or systems requiring replacement.
 - g) Site Plan – define paths of travel to pool through Bathhouse.
 - h) Outline specification in CSI format.
 - i) Define any Code or ADA modifications.
- 3.2 Construction Documents Phase: Drawings will be 30 by 42 format – specifications 8.5 x 11
 - 3.2.1 Based upon the approved Design Development Documents and any adjustments in the scope, quality, construction budget or authorized changes by CLIENT, CONSULTANT shall prepare, for permitting and approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project. Construction Documents Phase deliverables shall include the following:
 - a) Architectural Drawings:



ROSEVILLE AQUATIC CENTER DECK REPLACEMENT & POOL RE-PLASTER PROJECT

- Plan views in appropriate scale for parking, building, pools and decks.
- Longitudinal and cross-sections of pools.
- Finish details and modifications.
- Pool deck & deck drainage plans.
- b) Structural Drawings:
 - Reinforcement schedules.
 - Miscellaneous reinforcement details.
 - Seismic Restraints for new equipment
- c) Mechanical Drawings:
 - Underground piping layout testing
 - Piping schematics and equipment replacement
- d) Electrical Drawings:
 - Underground conduit/wiring layout (bonding_.
 - Miscellaneous electrical details as required.
 - Wiring schematics as required.
- e) Miscellaneous:
 - Technical specifications in CSI format.
- 3.2.2 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City and the Contractor, as it relates to the design program elements.
- 3.2.3 CONSULTANT shall assist CLIENT in connection with CLIENT'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction.
 - a) County Health Department
 - b) City Building Department for permitting
- 3.3 Bidding Phase:
 - 3.3.1 CONSULTANT, following CLIENT'S approval of the Construction Documents, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase:
 - a) Assist CLIENT in preparation of addenda.
 - b) Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
 - c) Assist CLIENT in review of bids and/or proposals in determination of lowest responsive bidder.
 - d) Make approved and permitted documents available for reproduction during the bidding process as PDF files via Drop Box to interested parties, bidders.
- 3.4 Construction Administration Phase:
 - 3.4.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT during construction until final payment to the Contractor is due. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided herein. CONSULTANT shall provide the following construction support services:
 - a) Provide clarification, as required, of construction documents and respond to contractor requests for information.
 - b) Review of sample and material submittals specified in Contract Documents dealing specifically with design program elements.
 - c) Assistance with the issuance and negotiation of change orders.
 - d) Prepare a "punch list" of items that require contractor's attention and remediation.

4.0 EXCLUSIONS TO SCOPE OF SERVICES



ROSEVILLE AQUATIC CENTER DECK REPLACEMENT & POOL RE-PLASTER PROJECT

- 4.1 CLIENT shall set forth design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT may include:

4.1.1 Civil/Site Work:

- a) As-built drawings of pool and aquatic center & existing routes of travel.
- b) Soils testing/engineering, including finalized geo-technical investigation report
- c) Utilities design from off-site, (outside pool area) to mechanical equipment room points of connection, including: (assumes utilities are on-site and readily available)
 - Storm sewer & site drainage downstream from pool deck connection points.
 - Electrical distribution upstream from main service entrance and pool sub-panel and pool lighting panel. Assumes provision of 480V. 3 phase power in proper amperage by others and any transformers required.

4.1.2 Site and Building Design:

- a) ADA and path of travel (egress & access) to portions of the project in park outside pool enclosure, bathhouse and parking area.
- b) Hardscape including retaining walls, walkways, fencing, etc.
- c) Planting plan.
- d) Irrigation plan.
- e) Site lighting plan.
- f) Shade Structures.
- g) Bleachers.

4.1.3 Miscellaneous:

- a) Plan check and permit fees required by local regulatory agencies.
- b) Expense of renderings, models and mock-ups as may be requested by CLIENT.
- c) Reformatting technical specifications to format other than Arch-Pac's standard format in CSI outline.
- d) Cost of Local taxes and business licenses.
- e) Fire sprinkler system
- f) Fire alarm system
- g) Site utilities beyond the pool area
- e) Security & Sound (PA) Systems
- f) LEED Certification on any level or alternative design methods after completion of Design Development Documents.
- g) Transfer of documents from one plan check entity to another as well as approved plan retrieval, shall be the responsibility of the CLIENT.
- h) Site Visits shall be on a CLIENT invited – as needed basis.

5.0 COMPENSATION

- 5.1 CLIENT shall compensate CONSULTANT for services rendered as follows:

- 5.1.1 Basic Services: The Scope of Services described above shall be compensated for on a time and material basis, not to exceed fee of: **Seventy Thousand dollars and no/100's (\$70,000)**. This does not include reimbursement for expenses and Site Visits, and any modifications should scope be added or reduced based on current scope as defined herein.
- 5.1.2 Site Visits or meetings beyond the one included in 5.1.1 are "not to exceed" and include per diem hourly rates and include expenses. CLIENT requested visits/meetings are \$2,000.00 each or per day/visit including travel expenses. Five visits and/or meetings are anticipated at a "not to exceed" **\$10,000, ten-thousand dollars**. Field visits proposed



ROSEVILLE AQUATIC CENTER DECK REPLACEMENT & POOL RE-PLASTER PROJECT

are to accomplish permitting, field observation and punch listing and are based on the invitation and needs of the CLIENT.

- 5.1.3 Reimbursable Expenses – on a "not to exceed" **\$3,000. Three-thousand dollars.**
- a) Reimbursable expenses will be billed at CONSULTANT'S cost plus 10%, and shall include the following:
- Reproduction expense of Drawings, Specifications and other documents beyond the single set of hard copies submitted for CLIENT approval upon completion of each phase.
 - Special delivery and handling of documents and correspondence.

5.2 Terms of Payment:

- 5.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:
- | | |
|---|------|
| a) Report, Preliminary & Design Development | 50% |
| b) Construction Documents Phase - | 40% |
| c) Bidding - | 5% |
| c) Construction Administration Phase - | 5% |
| Due before last field visit | 100% |

5.3 Hourly Rates:

- | | |
|-------------------------|--------------------|
| 5.3.1 Principal | |
| Architect &/or Engineer | \$ 180.00 per hour |
| 5.3.2 Associate | \$ 150.00 per hour |
| 5.3.3 CAD Technician | \$ 125.00 per hour |
| 5.3.4 Clerical | \$ 90.00 per hour |

6.0 TIME/ SCHEDULE

- 6.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT'S designated representative:
- 6.1.1 Preliminary Design & Design Development: With Survey & Report - Complete within thirty (30) days of authorization to proceed – including review and report
- 6.1.2 Construction Documents Phase: Complete within forty-five (45) calendar days of authorization to proceed with Construction Documents.
- 6.1.3 Bidding & Award: Complete within Forty-five (45) calendar days of approval of Construction Documents.
- 6.1.5 Construction Observation: Site visits on an as needed basis based upon the invitation of the CLIENT. Construction period is estimated to be approximately three months from the award to contractor.

7.0 AUTHORIZED SIGNATURES

- 7.1 This proposal is valid for sixty (60) calendar days from **13JANUARY2017** is submitted for and in behalf of CONSULTANT by:

Arch-Pac, Inc.



Kenneth Paul Moeller, AIA, ASLA, CSI, LEED AP
Architect & Landscape Architect



ARCH • PAC, INC.

ORDINANCE NO. 5814

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

THE CITY OF ROSEVILLE ORDAINS:

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

Appropriate funds for the Roseville Aquatics Center Deck Replacement and Pool Re-plaster project per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$1,900,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Dion Louthan/Tara Gee/Genna Marlin

DEPARTMENT/DIVISION*: Parks, Recreation & Libraries

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 03/15/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
1,200,000	50207	6130	315	175401	45	RAC Pool Re-Plaster & Deck Replacement CIP
700,000	00315	3902	315			Transfer In to PRL Capital Fund (315) fm General CIP Rehab Fund (310)
\$ 1,900,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
500,000	00315	3754	315	175401	70	Placer Valley Tourism Grant
700,000			310			General CIP Rehab Fund-Fund Balance
700,000	00310	8902	310			Transfer Out fm General CIP Rehab Fund (310) to PRL Capital Fund (315)
\$ 1,900,000	TOTAL					

FINANCE USE	Approved: <i>Nancy R. Fisher</i>	Comments: <i>Kathy Cullen</i>
	BUDGET MANAGER/DESIGNER	DATE

Justification for Budget Adjustment*:

The PRL Department is requesting authority to accept a \$500,000 grant from Placer Valley Tourism, and to establish a new \$1,200,000 Roseville Aquatics Complex (RAC) Pool Re-Plaster & Deck Replacement Capital Improvement Project (CIP 175401) for improvements to the RAC pool funded by \$500,000 in grant revenue and a \$700,000 transfer from the General CIP Rehab Fund (Fund 310). The cost of the project is partially offset by the external grant funding, so the direct impact to the City is the \$700,000 contribution from the General CIP Rehab Fund.

Approved: <i>[Signature]</i>	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNER	CITY MANAGER
DATE: 2-22-17	DATE:



COUNCIL COMMUNICATION

CC #: 8321

File #: 0800-06 & 0201-01

Title: Development Services Building Inspection Contract Services - Budget Adjustment

Contact: Scott Byrnes 916-774-5338 sbyrnes@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.21.

RECOMMENDATION TO COUNCIL

The Development Services Department, Building Division requests that the City Council adopt an Ordinance approving a budget adjustment of \$275,000 from 08810-3202 to 08810-5101 for contract plan check and inspection services.

BACKGROUND

The Development Services Department employs a flexible staffing strategy that deploys contract services and temporary staff as necessary to augment full time plan check, inspection and front counter staff as development volume demands. The Department budgets revenues and expenditures annually for such services, including \$400,000 in Fiscal Year 2017. Costs associated with contract services for plan check and inspection are recovered as revenue through plan check and inspection fees. The City is currently experiencing a significant increase in development activity, resulting in a commensurate increase in building plan check activity. Due to high customer demand, the Department is on pace to exceed its appropriation limit for contract services before the end of the fiscal year. Thus, a budget adjustment is required. Sufficient contract amounts are available in each of the consultant contracts; therefore, contract amendments are not required at this time.

In order to continue to serve the City's development customers with acceptable levels of service and turnaround times, a budget adjustment of \$275,000 is required to increase the Development Services Department's appropriation limit for contract services. The Department is projecting approximately \$275,000 in offsetting revenues beyond budget projections by the end of the fiscal year, resulting in a neutral fiscal impact.

FISCAL IMPACT

The requested budget adjustment would result in a neutral fiscal impact. The costs associated with contract plan check and inspection services will be offset through additional projected revenues through the end of FY 2017.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on federal guidelines approximately one job is created for every \$92,000 in direct government spending. Therefore, based on the cost of this contract of \$275,000.00, approximately three and one third jobs would be created.

ENVIRONMENTAL REVIEW

A budget adjustment and professional service agreement are not considered a "project" defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15061 (b) (3). Consequently, no CEQA action is required.

Respectfully Submitted,

Scott Byrnes, Building Official

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5813

Budget Adjustment

ORDINANCE NO. 5813

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 contract plan check and inspection services, per request of the Development Services Department, as listed on the attached Request for Budget Adjustment in the amount of \$275,000.00.

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

REQUESTER*: Brandy LeBeau

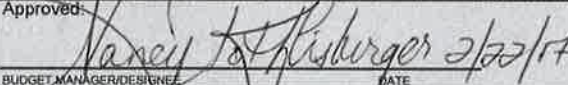
DEPARTMENT/DIVISION*: Development Services - Building Division

FISCAL YEAR/EFFECTIVE DATE*: FY17

PROPOSED COUNCIL DATE (if applicable): 03/15/2017

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		PROJECT	ACTIVITY	
275,000	08810	5101	0100			FY17 Contract Services
\$ 275,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
275,000	08810	3302	0100			FY17 Additional Revenue Funding
\$ 275,000	TOTAL					

FINANCE USE	Approved: 	Comments: 
	BUDGET MANAGER/DESIGNEE	DATE

Justification for Budget Adjustment*:

Use additional revenue from FY17 to fund FY17 contract services.

Approved: 	Approved:
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE: 2/22/17	DATE:

for Kevin Pope



COUNCIL COMMUNICATION

CC #: 8314
File #: 0600-01

Title: Electric Department Staffing Changes
Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve Management A & B salary schedules to reflect the addition of the new classification Assistant Electric Utility Director- Financial and Administrative Services. In addition, staff is requesting Council approve the Electric Department allocation schedule reflecting the addition of one Assistant Electric Utility Director- Financial and Administrative Services and deleting one vacant Electric Customer Programs Supervisor. It is recommended that City Council take the following actions:

1. Adopt an ordinance to approve the attached Management A & B salary schedules (Appendix J) reflecting the addition of Assistant Electric Utility Director- Financial and Administrative Services (5605,B942) effective March 18, 2017; and,
2. Motion to approve the attached Electric Department allocation schedule effective March 18, 2017.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is charged with maintaining the City's classification plan.

Currently four managers report directly to the Electric Utility Director – three have notified the City of their intent to retire or separate from City service. In addition, a number of other key management positions in the Electric Department are vacant or will become vacant within the next six to nine months. Currently, competition for qualified electric utility employees is very high and the supply of qualified candidates is low; recruitments for replacing employees are often challenging and sometimes unsuccessful. To address the vacancies, high level of turnover and the competitive job market, staff is proposing organizational restructuring that will reduce the number of managers reporting to the Director from four to three, and reduce the number of positions in the utility and consolidate workgroups. These organizational changes require changes to classifications and salaries, which require City Council approval.

The proposed Electric Utility Assistant Director-Financial and Administrative Services classification is being requested as the first step in the reorganization. Staff is proposing that an existing Electric Customer Programs Supervisor position be eliminated and the new Electric Utility Assistant Director–

Financial and Administrative Services position be created. Two divisions in the utility will be consolidated and directly report to the Assistant Electric Utility Director.

FISCAL IMPACT

Electric Department

From	To	Current Salary & Benefits	Proposed Salary & Benefits	Annual Impact	Fiscal Impact
Electric Customer Programs Supervisor	Electric Utility Assistant Director-Financial and Administrative Services	\$160,277	\$227,476	\$ 67,199	\$20,677

The proposed changes will result in an annual cost to the Electric Department of \$67,199 and a fiscal impact of \$20,677 which will be absorbed by salary savings in the current FY17 budget as a result of existing vacancies.

ECONOMIC DEVELOPMENT / JOBS CREATED

No new jobs will be created by this action.

ENVIRONMENTAL REVIEW

Salary schedule and staffing changes are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Gayle Satchwell, Human Resources Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5812

Management Salary Schedule A 03-18-2017

Management Salary Schedule B 03-18-2017

Electric Department Allocation Schedule 03-18-2017

ORDINANCE NO. 5812

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 5805, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES,
AS AMENDED BY APPENDIX "J" TO BE EFFECTIVE
MARCH 18, 2017, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 5805, the Salary Ordinance for Management Employees, is hereby amended as shown on Appendix "J" for salary schedules A and B attached hereto.

ADDITION OF CLASSIFICATION:

<u>Classification No.</u>	<u>Position Title</u>	<u>Salary Range</u>
5605, B942	Assistant Electric Utility Director - Financial and Administrative Services	10416

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective March 18, 2017 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 March 18, 2017. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

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

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

AYES COUNCILMEMBERS:
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0043	ACCOUNTING SUPERVISOR					
		STEP A	41.0047	3,280.37	7,107.48	85,289.77
		STEP B	43.0549	3,444.39	7,462.84	89,554.19
		STEP C	45.2077	3,616.61	7,836.00	94,032.01
		STEP D	47.4680	3,797.44	8,227.78	98,733.44
		STEP E	49.8415	3,987.32	8,639.19	103,670.32
		STEP F	52.3335	4,186.68	9,071.14	108,853.68
		STEP G	54.9502	4,396.01	9,524.70	114,296.41
0045	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
0050	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
0086	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	35.4464	2,835.71	6,144.04	73,728.51
		STEP C	37.2187	2,977.49	6,451.24	77,414.89
		STEP D	39.0796	3,126.36	6,773.79	81,285.56
		STEP E	41.0335	3,282.68	7,112.47	85,349.68
		STEP F	43.0852	3,446.81	7,468.10	89,617.21
		STEP G	45.2396	3,619.16	7,841.53	94,098.36
0088	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0090	ALTERNATIVE TRANSP MGR	STEP A	48.1545	3,852.36	8,346.78	100,161.36
		STEP B	50.5623	4,044.98	8,764.13	105,169.58
		STEP C	53.0904	4,247.23	9,202.33	110,428.03
		STEP D	55.7449	4,459.59	9,662.44	115,949.39
		STEP E	58.5322	4,682.57	10,145.58	121,746.97
		STEP F	61.4588	4,916.70	10,652.85	127,834.30
		STEP G	64.5317	5,162.53	11,185.49	134,225.93
0245	ASST CITY ATTORNEY	STEP A	71.0229	5,681.83	12,310.63	147,727.63
		STEP B	74.5741	5,965.92	12,926.17	155,114.12
		STEP C	78.3028	6,264.22	13,572.48	162,869.82
		STEP D	82.2179	6,577.43	14,251.10	171,013.23
		STEP E	86.3288	6,906.30	14,963.65	179,563.90
		STEP F	90.6452	7,251.61	15,711.83	188,542.01
		STEP G	95.1775	7,614.20	16,497.43	197,969.20
0250	ASST CITY CLERK	STEP A	35.6195	2,849.56	6,174.04	74,088.56
		STEP B	37.4005	2,992.04	6,482.75	77,793.04
		STEP C	39.2706	3,141.64	6,806.90	81,682.84
		STEP D	41.2341	3,298.72	7,147.24	85,766.92
		STEP E	43.2958	3,463.66	7,504.60	90,055.26
		STEP F	45.4606	3,636.84	7,879.83	94,558.04
		STEP G	47.7336	3,818.68	8,273.82	99,285.88
0325	ASST CITY MANAGER	STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	77.7854	6,222.83	13,482.80	161,793.63
		STEP C	81.6747	6,533.97	14,156.94	169,883.37
		STEP D	85.7585	6,860.68	14,864.80	178,377.68
		STEP E	90.0464	7,203.71	15,608.04	187,296.51
		STEP F	94.5487	7,563.89	16,388.44	196,661.29
		STEP G	99.2762	7,942.09	17,207.87	206,494.49
5605	ASST ELEC UTIL DIR-FIN & ADMIN	STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	81.6164	6,529.31	14,146.84	169,762.11
		STEP C	85.6972	6,855.77	14,854.18	178,250.17
		STEP D	89.9819	7,198.55	15,596.86	187,162.35
		STEP E	94.4811	7,558.48	16,376.72	196,520.68
		STEP F	99.2051	7,936.40	17,195.55	206,346.60
		STEP G	104.1655	8,333.24	18,055.35	216,664.24

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8553	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	81.6164	6,529.31	14,146.84	169,762.11
		STEP C	85.6972	6,855.77	14,854.18	178,250.17
		STEP D	89.9819	7,198.55	15,596.86	187,162.35
		STEP E	94.4811	7,558.48	16,376.72	196,520.68
		STEP F	99.2051	7,936.40	17,195.55	206,346.60
		STEP G	104.1655	8,333.24	18,055.35	216,664.24
0395	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	74.5206	5,961.64	12,916.90	155,002.84
		STEP C	78.2466	6,259.72	13,562.74	162,752.92
		STEP D	82.1588	6,572.70	14,240.85	170,890.30
		STEP E	86.2668	6,901.34	14,952.91	179,434.94
		STEP F	90.5802	7,246.41	15,700.56	188,406.81
		STEP G	95.1093	7,608.74	16,485.61	197,827.34
0411	ASST EU DIRECTOR					
		STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	65.2588	5,220.70	11,311.52	135,738.30
		STEP C	68.5218	5,481.74	11,877.11	142,525.34
		STEP D	71.9478	5,755.82	12,470.95	149,651.42
		STEP E	75.5453	6,043.62	13,094.51	157,134.22
		STEP F	79.3225	6,345.80	13,749.23	164,990.80
		STEP G	83.2886	6,663.08	14,436.69	173,240.28
0480	ASST FIRE CHIEF					
		STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	64.3221	5,145.76	11,149.16	133,789.96
		STEP C	67.5383	5,403.06	11,706.63	140,479.66
		STEP D	70.9152	5,673.21	12,291.96	147,503.61
		STEP E	74.4609	5,956.87	12,906.55	154,878.67
		STEP F	78.1839	6,254.71	13,551.87	162,622.51
		STEP G	82.0932	6,567.45	14,229.48	170,753.85
0484	ASST HUMAN RESOURCES DIRECTOR					
		STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	55.7603	4,460.82	9,665.11	115,981.42
		STEP C	58.5483	4,683.86	10,148.37	121,780.46
		STEP D	61.4758	4,918.06	10,655.80	127,869.66
		STEP E	64.5495	5,163.96	11,188.58	134,262.96
		STEP F	67.7770	5,422.16	11,748.01	140,976.16
		STEP G	71.1659	5,693.27	12,335.42	148,025.07

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0510	ASST POLICE CHIEF	STEP A	67.3324	5,386.59	11,670.94	140,051.39
		STEP B	70.6990	5,655.92	12,254.49	147,053.92
		STEP C	74.2339	5,938.71	12,867.20	154,406.51
		STEP D	77.9456	6,235.64	13,510.57	162,126.84
		STEP E	81.8429	6,547.43	14,186.10	170,233.23
		STEP F	85.9350	6,874.80	14,895.40	178,744.80
		STEP G	90.2318	7,218.54	15,640.17	187,682.14
0920	BILLING SERVICES MANAGER	STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00
1017	BLDG INSPECTION SUPERVISOR	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
1043	BLDG OFFICIAL	STEP A	50.1505	4,012.04	8,692.75	104,313.04
		STEP B	52.6581	4,212.64	9,127.40	109,528.84
		STEP C	55.2910	4,423.28	9,583.77	115,005.28
		STEP D	58.0555	4,644.44	10,062.95	120,755.44
		STEP E	60.9583	4,876.66	10,566.10	126,793.26
		STEP F	64.0062	5,120.49	11,094.40	133,132.89
		STEP G	67.2065	5,376.52	11,649.12	139,789.52
0910	BUDGET ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1549	2,892.39	6,266.84	75,202.19
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8610	3,188.88	6,909.24	82,910.88
		STEP E	41.8541	3,348.32	7,254.71	87,056.52
		STEP F	43.9466	3,515.72	7,617.41	91,408.92
		STEP G	46.1440	3,691.52	7,998.29	95,979.52

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
0915	BUDGET ANALYST II					
		STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1840	3,134.72	6,791.89	81,502.72
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
0930	BUDGET MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00
1125	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
1245	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	90.9169	7,273.35	15,758.92	189,107.15
		STEP C	95.4628	7,637.02	16,546.88	198,562.62
		STEP D	100.2359	8,018.87	17,374.22	208,490.67
		STEP E	105.2477	8,419.81	18,242.93	218,915.21
		STEP F	110.5101	8,840.80	19,155.08	229,861.00
		STEP G	116.0356	9,282.84	20,112.83	241,354.04
1180	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1220	CITY CLERK	STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24
1224	CITY LIBRARIAN	STEP A	50.0106	4,000.84	8,668.50	104,022.04
		STEP B	52.5111	4,200.88	9,101.92	109,223.08
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8936	4,631.48	10,034.89	120,418.68
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8276	5,106.20	11,063.45	132,761.40
		STEP G	67.0190	5,361.52	11,616.62	139,399.52
1370	CONTROLLER	STEP A	46.1683	3,693.46	8,002.50	96,030.06
		STEP B	48.4767	3,878.13	8,402.62	100,831.53
		STEP C	50.9006	4,072.04	8,822.77	105,873.24
		STEP D	53.4456	4,275.64	9,263.90	111,166.84
		STEP E	56.1179	4,489.43	9,727.10	116,725.23
		STEP F	58.9238	4,713.90	10,213.45	122,561.50
		STEP G	61.8699	4,949.59	10,724.11	128,689.39
1645	DEPT PUBLIC INFO OFFICER	STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	40.2376	3,219.00	6,974.51	83,694.20
		STEP C	42.2491	3,379.92	7,323.17	87,878.12
		STEP D	44.3617	3,548.93	7,689.36	92,272.33
		STEP E	46.5799	3,726.39	8,073.84	96,886.19
		STEP F	48.9088	3,912.70	8,477.52	101,730.30
		STEP G	51.3546	4,108.36	8,901.46	106,817.56
1655	DEPUTY CITY ATTORNEY I	STEP A	51.0406	4,083.24	8,847.03	106,164.44
		STEP B	53.5926	4,287.40	9,289.38	111,472.60
		STEP C	56.2723	4,501.78	9,753.86	117,046.38
		STEP D	59.0859	4,726.87	10,241.55	122,898.67
		STEP E	62.0402	4,963.21	10,753.63	129,043.61
		STEP F	65.1422	5,211.37	11,291.31	135,495.77
		STEP G	68.3993	5,471.94	11,855.87	142,270.54

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1658	DEPUTY CITY ATTORNEY II					
		STEP A	56.1446	4,491.56	9,731.73	116,780.76
		STEP B	58.9519	4,716.15	10,218.32	122,619.95
		STEP C	61.8995	4,951.96	10,729.24	128,750.96
		STEP D	64.9944	5,199.55	11,265.69	135,188.35
		STEP E	68.2442	5,459.53	11,828.99	141,947.93
		STEP F	71.6564	5,732.51	12,420.44	149,045.31
		STEP G	75.2392	6,019.13	13,041.46	156,497.53
1659	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1674	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
1675	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
1676	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	70.5498	5,643.98	12,228.63	146,743.58
		STEP C	74.0772	5,926.17	12,840.04	154,080.57
		STEP D	77.7812	6,222.49	13,482.07	161,784.89
		STEP E	81.6702	6,533.61	14,156.16	169,874.01
		STEP F	85.7538	6,860.30	14,863.99	178,367.90
		STEP G	90.0416	7,203.32	15,607.21	187,286.52

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
1695	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45
1710	ECONOMIC DEVELOPMENT DIRECTOR					
		STEP A	64.6607	5,172.85	11,207.85	134,494.25
		STEP B	67.8939	5,431.51	11,768.27	141,219.31
		STEP C	71.2886	5,703.08	12,356.69	148,280.28
		STEP D	74.8529	5,988.23	12,974.50	155,694.03
		STEP E	78.5957	6,287.65	13,623.25	163,479.05
		STEP F	82.5255	6,602.04	14,304.42	171,653.04
		STEP G	86.6518	6,932.14	15,019.64	180,235.74
1712	ECONOMIC DEVELOPMENT MANAGER					
		STEP A	50.1075	4,008.60	8,685.30	104,223.60
		STEP B	52.6130	4,209.04	9,119.58	109,435.04
		STEP C	55.2436	4,419.48	9,575.55	114,906.68
		STEP D	58.0058	4,640.46	10,054.33	120,652.06
		STEP E	60.9060	4,872.48	10,557.04	126,684.48
		STEP F	63.9516	5,116.12	11,084.94	133,019.32
		STEP G	67.1490	5,371.92	11,639.16	139,669.92
1310	ELECTRIC BUSINESS ANALYST I					
		STEP A	39.3071	3,144.56	6,813.23	81,758.76
		STEP B	41.2726	3,301.80	7,153.91	85,847.00
		STEP C	43.3361	3,466.88	7,511.59	90,139.08
		STEP D	45.5029	3,640.23	7,887.16	94,646.03
		STEP E	47.7780	3,822.24	8,281.52	99,378.24
		STEP F	50.1669	4,013.35	8,695.59	104,347.15
		STEP G	52.6752	4,214.01	9,130.36	109,564.41
1312	ELECTRIC BUSINESS ANALYST II					
		STEP A	43.2416	3,459.32	7,495.21	89,942.52
		STEP B	45.4038	3,632.30	7,869.99	94,439.90
		STEP C	47.6740	3,813.92	8,263.49	99,161.92
		STEP D	50.0576	4,004.60	8,676.65	104,119.80
		STEP E	52.5605	4,204.84	9,110.48	109,325.84
		STEP F	55.1886	4,415.08	9,566.02	114,792.28
		STEP G	57.9480	4,635.84	10,044.32	120,531.84

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2335	ELECTRIC COMPLIANCE ANALYST					
		STEP A	45.0209	3,601.67	7,803.62	93,643.47
		STEP B	47.2719	3,781.75	8,193.79	98,325.55
		STEP C	49.6356	3,970.84	8,603.50	103,242.04
		STEP D	52.1174	4,169.39	9,033.68	108,404.19
		STEP E	54.7232	4,377.85	9,485.35	113,824.25
		STEP F	57.4593	4,596.74	9,959.61	119,515.34
		STEP G	60.3323	4,826.58	10,457.59	125,491.18
6285	ELECTRIC CUSTOMR PROGRAMS SUPV					
		STEP A	54.7676	4,381.40	9,493.05	113,916.60
		STEP B	57.5059	4,600.47	9,967.68	119,612.27
		STEP C	60.3812	4,830.49	10,466.07	125,592.89
		STEP D	63.4002	5,072.01	10,989.36	131,872.41
		STEP E	66.5703	5,325.62	11,538.85	138,466.22
		STEP F	69.8987	5,591.89	12,115.77	145,389.29
		STEP G	73.3937	5,871.49	12,721.57	152,658.89
2284	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	50.2436	4,019.48	8,708.89	104,506.68
		STEP C	52.7559	4,220.47	9,144.35	109,732.27
		STEP D	55.3937	4,431.49	9,601.57	115,218.89
		STEP E	58.1633	4,653.06	10,081.63	120,979.66
		STEP F	61.0715	4,885.72	10,585.72	127,028.72
		STEP G	64.1251	5,130.00	11,115.01	133,380.20
2280	ELECTRIC LINE CONST SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79
2338	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2346	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	61.2503	4,900.02	10,616.71	127,400.62
		STEP C	64.3128	5,145.02	11,147.55	133,770.62
		STEP D	67.5284	5,402.27	11,704.92	140,459.07
		STEP E	70.9049	5,672.39	12,290.18	147,482.19
		STEP F	74.4500	5,956.00	12,904.66	154,856.00
		STEP G	78.1726	6,253.80	13,549.91	162,599.00
2348	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
2314	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	50.3673	4,029.38	8,730.33	104,763.98
		STEP C	52.8855	4,230.84	9,166.82	110,001.84
		STEP D	55.5300	4,442.40	9,625.20	115,502.40
		STEP E	58.3064	4,664.51	10,106.44	121,277.31
		STEP F	61.2217	4,897.73	10,611.76	127,341.13
		STEP G	64.2828	5,142.62	11,142.35	133,708.22
2316	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	55.4088	4,432.70	9,604.19	115,250.30
		STEP C	58.1792	4,654.33	10,084.39	121,012.73
		STEP D	61.0883	4,887.06	10,588.63	127,063.66
		STEP E	64.1427	5,131.41	11,118.06	133,416.81
		STEP F	67.3498	5,387.98	11,673.96	140,087.58
		STEP G	70.7172	5,657.37	12,257.64	147,091.77
2354	ELECTRIC RISK MGMT ADMNSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2352	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
2319	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	64.5137	5,161.09	11,182.37	134,188.49
		STEP C	67.7392	5,419.13	11,741.46	140,897.53
		STEP D	71.1263	5,690.10	12,328.55	147,942.70
		STEP E	74.6826	5,974.60	12,944.98	155,339.80
		STEP F	78.4168	6,273.34	13,592.24	163,106.94
		STEP G	82.3374	6,586.99	14,271.81	171,261.79
2358	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	52.5110	4,200.88	9,101.90	109,222.88
		STEP C	55.1365	4,410.92	9,556.99	114,683.92
		STEP D	57.8934	4,631.47	10,034.85	120,418.27
		STEP E	60.7880	4,863.04	10,536.58	126,439.04
		STEP F	63.8273	5,106.18	11,063.39	132,760.78
		STEP G	67.0187	5,361.49	11,616.57	139,398.89
2320	ELECTRIC UTILITY DIRECTOR					
		STEP A	99.9138	7,993.10	17,318.39	207,820.70
		STEP B	104.9095	8,392.76	18,184.31	218,211.76
		STEP C	110.1549	8,812.39	19,093.51	229,122.19
		STEP D	115.6627	9,253.01	20,048.20	240,578.41
		STEP E	121.4458	9,715.66	21,050.60	252,607.26
		STEP F	127.5181	10,201.44	22,103.13	265,237.64
		STEP G	133.8940	10,711.52	23,208.29	278,499.52
2378	ELECTRONIC MAINT COORDINATOR					
		STEP A	39.2746	3,141.96	6,807.59	81,691.16
		STEP B	41.2384	3,299.07	7,147.98	85,775.87
		STEP C	43.3003	3,464.02	7,505.38	90,064.62
		STEP D	45.4653	3,637.22	7,880.65	94,567.82
		STEP E	47.7384	3,819.07	8,274.65	99,295.87
		STEP F	50.1254	4,010.03	8,688.40	104,260.83
		STEP G	52.6317	4,210.53	9,122.82	109,473.93

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2415	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	47.4512	3,796.09	8,224.87	98,698.49
		STEP C	49.8239	3,985.91	8,636.14	103,633.71
		STEP D	52.3152	4,185.21	9,067.96	108,815.61
		STEP E	54.9309	4,394.47	9,521.35	114,256.27
		STEP F	57.6775	4,614.20	9,997.43	119,969.20
		STEP G	60.5613	4,844.90	10,497.29	125,967.50
2500	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	41.3279	3,306.23	7,163.50	85,962.03
		STEP C	43.3942	3,471.53	7,521.66	90,259.93
		STEP D	45.5640	3,645.12	7,897.76	94,773.12
		STEP E	47.8421	3,827.36	8,292.63	99,511.56
		STEP F	50.2342	4,018.73	8,707.26	104,487.13
		STEP G	52.7459	4,219.67	9,142.62	109,711.47
2501	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	45.4605	3,636.84	7,879.82	94,557.84
		STEP C	47.7337	3,818.69	8,273.84	99,286.09
		STEP D	50.1204	4,009.63	8,687.53	104,250.43
		STEP E	52.6264	4,210.11	9,121.90	109,462.91
		STEP F	55.2577	4,420.61	9,578.00	114,936.01
		STEP G	58.0206	4,641.64	10,056.90	120,682.84
1277	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
2540	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	44.1791	3,534.32	7,657.71	91,892.52
		STEP C	46.3881	3,711.04	8,040.60	96,487.24
		STEP D	48.7074	3,896.59	8,442.61	101,311.39
		STEP E	51.1428	4,091.42	8,864.75	106,377.02
		STEP F	53.6998	4,295.98	9,307.96	111,695.58
		STEP G	56.3849	4,510.79	9,773.38	117,280.59

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2541	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	44.1769	3,534.15	7,657.32	91,887.95
		STEP C	46.3857	3,710.85	8,040.18	96,482.25
		STEP D	48.7050	3,896.40	8,442.20	101,306.40
		STEP E	51.1401	4,091.20	8,864.28	106,371.40
		STEP F	53.6972	4,295.77	9,307.51	111,690.17
		STEP G	56.3820	4,510.56	9,772.88	117,274.56
1684	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	78.2306	6,258.44	13,559.97	162,719.64
		STEP C	82.1421	6,571.36	14,237.96	170,855.56
		STEP D	86.2493	6,899.94	14,949.87	179,398.54
		STEP E	90.5617	7,244.93	15,697.36	188,368.33
		STEP F	95.0898	7,607.18	16,482.23	197,786.78
		STEP G	99.8443	7,987.54	17,306.34	207,676.14
2565	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	33.0415	2,643.32	5,727.19	68,726.32
		STEP C	34.6936	2,775.48	6,013.55	72,162.68
		STEP D	36.4283	2,914.26	6,314.23	75,770.86
		STEP E	38.2497	3,059.97	6,629.94	79,559.37
		STEP F	40.1622	3,212.97	6,961.44	83,537.37
		STEP G	42.1703	3,373.62	7,309.51	87,714.22
6520	ERP MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
2548	EU BUSINESS SVCS ADMINISTRATOR					
		STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	45.0618	3,604.94	7,810.71	93,728.54
		STEP C	47.3149	3,785.19	8,201.24	98,414.99
		STEP D	49.6806	3,974.44	8,611.30	103,335.64
		STEP E	52.1646	4,173.16	9,041.86	108,502.36
		STEP F	54.7729	4,381.83	9,493.96	113,927.63
		STEP G	57.5115	4,600.92	9,968.66	119,623.92

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
2546	EU RATE ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	36.1550	2,892.40	6,266.86	75,202.40
		STEP C	37.9628	3,037.02	6,580.21	78,962.62
		STEP D	39.8609	3,188.87	6,909.22	82,910.67
		STEP E	41.8540	3,348.32	7,254.69	87,056.32
		STEP F	43.9467	3,515.73	7,617.42	91,409.13
		STEP G	46.1440	3,691.52	7,998.29	95,979.52
2547	EU RATE ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	39.1841	3,134.72	6,791.91	81,502.92
		STEP C	41.1434	3,291.47	7,131.52	85,578.27
		STEP D	43.2005	3,456.04	7,488.08	89,857.04
		STEP E	45.3605	3,628.84	7,862.48	94,349.84
		STEP F	47.6286	3,810.28	8,255.62	99,067.48
		STEP G	50.0100	4,000.80	8,668.40	104,020.80
3395	FACILITIES MANAGER	STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	42.8712	3,429.69	7,431.00	89,172.09
		STEP C	45.0147	3,601.17	7,802.54	93,630.57
		STEP D	47.2655	3,781.24	8,192.68	98,312.24
		STEP E	49.6288	3,970.30	8,602.32	103,227.90
		STEP F	52.1102	4,168.81	9,032.43	108,389.21
		STEP G	54.7157	4,377.25	9,484.05	113,808.65
3301	FINANCE DIRECTOR	STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	70.4426	5,635.40	12,210.05	146,520.60
		STEP C	73.9648	5,917.18	12,820.56	153,846.78
		STEP D	77.6629	6,213.03	13,461.56	161,538.83
		STEP E	81.5462	6,523.69	14,134.67	169,616.09
		STEP F	85.6235	6,849.88	14,841.40	178,096.88
		STEP G	89.9047	7,192.37	15,583.48	187,001.77
2900	FINANCE MANAGER	STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	46.9901	3,759.20	8,144.95	97,739.40
		STEP C	49.3396	3,947.16	8,552.19	102,626.36
		STEP D	51.8066	4,144.52	8,979.81	107,757.72
		STEP E	54.3969	4,351.75	9,428.79	113,145.55
		STEP F	57.1168	4,569.34	9,900.24	118,802.94
		STEP G	59.9726	4,797.80	10,395.25	124,743.00

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3310	FINANCE SUPERVISOR					
		STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	38.1543	3,052.34	6,613.41	79,360.94
		STEP C	40.0622	3,204.97	6,944.11	83,329.37
		STEP D	42.0654	3,365.23	7,291.33	87,496.03
		STEP E	44.1686	3,533.48	7,655.89	91,870.68
		STEP F	46.3770	3,710.16	8,038.68	96,464.16
		STEP G	48.6957	3,895.65	8,440.58	101,287.05
3391	FIRE BATTALLION CHIEF (8HR)					
		STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	53.1586	4,252.68	9,214.15	110,569.88
		STEP C	55.8162	4,465.29	9,674.80	116,097.69
		STEP D	58.6075	4,688.60	10,158.63	121,903.60
		STEP E	61.5376	4,923.00	10,666.51	127,998.20
		STEP F	64.6146	5,169.16	11,199.86	134,398.36
		STEP G	67.8453	5,427.62	11,759.85	141,118.22
0905	FIRE BATTALION CHIEF (24HR)					
		STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.9704	4,252.68	9,214.15	110,569.80
		STEP C	39.8687	4,465.29	9,674.80	116,097.65
		STEP D	41.8625	4,688.60	10,158.63	121,903.60
		STEP E	43.9555	4,923.01	10,666.53	127,998.41
		STEP F	46.1533	5,169.16	11,199.86	134,398.40
		STEP G	48.4609	5,427.62	11,759.84	141,118.14
3330	FIRE CHIEF					
		STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	76.4051	6,112.40	13,243.55	158,922.60
		STEP C	80.2252	6,418.01	13,905.70	166,868.41
		STEP D	84.2366	6,738.92	14,601.01	175,212.12
		STEP E	88.4484	7,075.87	15,331.05	183,972.67
		STEP F	92.8706	7,429.64	16,097.57	193,170.84
		STEP G	97.5142	7,801.13	16,902.46	202,829.53
3332	FIRE DIVISION CHIEF					
		STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	58.4747	4,677.97	10,135.61	121,627.37
		STEP C	61.3984	4,911.87	10,642.38	127,708.67
		STEP D	64.4683	5,157.46	11,174.50	134,094.06
		STEP E	67.6918	5,415.34	11,733.24	140,798.94
		STEP F	71.0764	5,686.11	12,319.90	147,838.91
		STEP G	74.6301	5,970.40	12,935.88	155,230.60

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3392	FLEET MANAGER					
		STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	42.8712	3,429.69	7,431.00	89,172.09
		STEP C	45.0147	3,601.17	7,802.54	93,630.57
		STEP D	47.2655	3,781.24	8,192.68	98,312.24
		STEP E	49.6288	3,970.30	8,602.32	103,227.90
		STEP F	52.1102	4,168.81	9,032.43	108,389.21
		STEP G	54.7157	4,377.25	9,484.05	113,808.65
3451	GOVERNMENT RELATIONS ADMINISTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
3589	HOUSING MANAGER					
		STEP A	43.4430	3,475.44	7,530.12	90,361.44
		STEP B	45.6170	3,649.36	7,906.94	94,883.36
		STEP C	47.8979	3,831.83	8,302.30	99,627.63
		STEP D	50.2928	4,023.42	8,717.41	104,609.02
		STEP E	52.8074	4,224.59	9,153.28	109,839.39
		STEP F	55.4478	4,435.82	9,610.95	115,331.42
		STEP G	58.2202	4,657.61	10,091.50	121,098.01
3590	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
3594	HUMAN RESOURCES ANALYST I					
		STEP A	32.3413	2,587.30	5,605.82	67,269.90
		STEP B	33.9584	2,716.67	5,886.12	70,633.47
		STEP C	35.6563	2,852.50	6,180.42	74,165.10
		STEP D	37.4392	2,995.13	6,489.46	77,873.53
		STEP E	39.3111	3,144.88	6,813.92	81,767.08
		STEP F	41.2767	3,302.13	7,154.62	85,855.53
		STEP G	43.3405	3,467.24	7,512.35	90,148.24

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3596	HUMAN RESOURCES ANALYST II					
		STEP A	35.5826	2,846.60	6,167.65	74,011.80
		STEP B	37.3617	2,988.93	6,476.02	77,712.33
		STEP C	39.2298	3,138.38	6,799.83	81,597.98
		STEP D	41.1913	3,295.30	7,139.82	85,677.90
		STEP E	43.2509	3,460.07	7,496.82	89,961.87
		STEP F	45.4134	3,633.07	7,871.65	94,459.87
		STEP G	47.6841	3,814.72	8,265.24	99,182.92
3598	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	64.1243	5,129.94	11,114.87	133,378.54
		STEP C	67.3305	5,386.44	11,670.62	140,047.44
		STEP D	70.6971	5,655.76	12,254.16	147,049.96
		STEP E	74.2321	5,938.56	12,866.89	154,402.76
		STEP F	77.9437	6,235.49	13,510.24	162,122.89
		STEP G	81.8408	6,547.26	14,185.73	170,228.86
3599	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	43.7518	3,500.14	7,583.64	91,003.74
		STEP C	45.9395	3,675.16	7,962.84	95,554.16
		STEP D	48.2364	3,858.91	8,360.97	100,331.71
		STEP E	50.6482	4,051.85	8,779.02	105,348.25
		STEP F	53.1808	4,254.46	9,218.00	110,616.06
		STEP G	55.8398	4,467.18	9,678.89	116,146.78
3625	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	45.0010	3,600.08	7,800.17	93,602.08
		STEP C	47.2510	3,780.08	8,190.17	98,282.08
		STEP D	49.6135	3,969.08	8,599.67	103,196.08
		STEP E	52.0942	4,167.53	9,029.66	108,355.93
		STEP F	54.6989	4,375.91	9,481.14	113,773.71
		STEP G	57.4339	4,594.71	9,955.20	119,462.51
3740	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
3601	IT DIVISION MANAGER					
		STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	50.7170	4,057.36	8,790.94	105,491.36
		STEP C	53.2529	4,260.23	9,230.50	110,766.03
		STEP D	55.9154	4,473.23	9,692.00	116,304.03
		STEP E	58.7112	4,696.89	10,176.60	122,119.29
		STEP F	61.6468	4,931.74	10,685.44	128,225.34
		STEP G	64.7291	5,178.32	11,219.71	134,636.52
3602	IT PROGRAM MANAGER					
		STEP A	43.9092	3,512.73	7,610.92	91,331.13
		STEP B	46.1046	3,688.36	7,991.46	95,897.56
		STEP C	48.4098	3,872.78	8,391.03	100,692.38
		STEP D	50.8304	4,066.43	8,810.60	105,727.23
		STEP E	53.3719	4,269.75	9,251.12	111,013.55
		STEP F	56.0403	4,483.22	9,713.65	116,563.82
		STEP G	58.8424	4,707.39	10,199.34	122,392.19
3810	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76
4246	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	33.7218	2,697.74	5,845.11	70,141.34
		STEP C	35.4077	2,832.61	6,137.33	73,648.01
		STEP D	37.1782	2,974.25	6,444.22	77,330.65
		STEP E	39.0370	3,122.96	6,766.41	81,196.96
		STEP F	40.9889	3,279.11	7,104.74	85,256.91
		STEP G	43.0383	3,443.06	7,459.97	89,519.66
4449	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
4509	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
4960	OPEN SPACE SUPERINTENDENT					
		STEP A	40.3361	3,226.88	6,991.59	83,899.08
		STEP B	42.3530	3,388.24	7,341.18	88,094.24
		STEP C	44.4707	3,557.65	7,708.25	92,499.05
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0292	3,922.33	8,498.39	101,980.73
		STEP F	51.4803	4,118.42	8,923.25	107,079.02
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5020	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.9239	2,793.91	6,053.47	72,641.71
		STEP C	36.6700	2,933.60	6,356.13	76,273.60
		STEP D	38.5037	3,080.29	6,673.97	80,087.69
		STEP E	40.4288	3,234.30	7,007.65	84,091.90
		STEP F	42.4503	3,396.02	7,358.05	88,296.62
		STEP G	44.5728	3,565.82	7,725.95	92,711.42
5022	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	38.4165	3,073.32	6,658.86	79,906.32
		STEP C	40.3372	3,226.97	6,991.78	83,901.37
		STEP D	42.3541	3,388.32	7,341.37	88,096.52
		STEP E	44.4717	3,557.73	7,708.42	92,501.13
		STEP F	46.6954	3,735.63	8,093.86	97,126.43
		STEP G	49.0301	3,922.40	8,498.55	101,982.60
5024	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5090	PARKS SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
5069	PARKS SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
5082	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	69.3842	5,550.73	12,026.59	144,319.13
		STEP C	72.8533	5,828.26	12,627.90	151,534.86
		STEP D	76.4960	6,119.68	13,259.30	159,111.68
		STEP E	80.3208	6,425.66	13,922.27	167,067.26
		STEP F	84.3370	6,746.96	14,618.41	175,420.96
		STEP G	88.5538	7,084.30	15,349.32	184,191.90
5010	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	40.2452	3,219.61	6,975.83	83,710.01
		STEP B	42.2576	3,380.60	7,324.65	87,895.80
		STEP C	44.3703	3,549.62	7,690.85	92,290.22
		STEP D	46.5888	3,727.10	8,075.39	96,904.70
		STEP E	48.9184	3,913.47	8,479.18	101,750.27
		STEP F	51.3641	4,109.12	8,903.11	106,837.32
		STEP G	53.9324	4,314.59	9,348.28	112,179.39
5309	PLANNING MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4837	5,398.69	11,697.17	140,366.09
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4007	5,952.05	12,896.12	154,753.45

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5400	POLICE CAPTAIN	STEP A	58.5500	4,684.00	10,148.66	121,784.00
		STEP B	61.4775	4,918.20	10,656.10	127,873.20
		STEP C	64.5514	5,164.11	11,188.90	134,266.91
		STEP D	67.7789	5,422.31	11,748.34	140,980.11
		STEP E	71.1679	5,693.43	12,335.76	148,029.23
		STEP F	74.7263	5,978.10	12,952.55	155,430.70
		STEP G	78.4626	6,277.00	13,600.18	163,202.20
5410	POLICE CHIEF	STEP A	83.8045	6,704.36	14,526.11	174,313.36
		STEP B	87.9947	7,039.57	15,252.41	183,028.97
		STEP C	92.3944	7,391.55	16,015.02	192,180.35
		STEP D	97.0141	7,761.12	16,815.77	201,789.32
		STEP E	101.8649	8,149.19	17,656.58	211,878.99
		STEP F	106.9581	8,556.64	18,539.40	222,472.84
		STEP G	112.3060	8,984.48	19,466.37	233,596.48
5420	POLICE LIEUTENANT	STEP A	53.1477	4,251.81	9,212.26	110,547.21
		STEP B	55.8051	4,464.40	9,672.88	116,074.60
		STEP C	58.5953	4,687.62	10,156.51	121,878.22
		STEP D	61.5251	4,922.00	10,664.35	127,972.20
		STEP E	64.6014	5,168.11	11,197.57	134,370.91
		STEP F	67.8314	5,426.51	11,757.44	141,089.31
		STEP G	71.2230	5,697.84	12,345.32	148,143.84
5489	POLICE SERVICES ADMINISTRATOR	STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	43.5427	3,483.41	7,547.40	90,568.81
		STEP C	45.7198	3,657.58	7,924.76	95,097.18
		STEP D	48.0058	3,840.46	8,321.00	99,852.06
		STEP E	50.4061	4,032.48	8,737.05	104,844.68
		STEP F	52.9264	4,234.11	9,173.90	110,086.91
		STEP G	55.5728	4,445.82	9,632.61	115,591.42
5485	POLICE SOCIAL SVCS ADMINSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5505	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	70.9637	5,677.09	12,300.37	147,604.49
		STEP C	74.5119	5,960.95	12,915.39	154,984.75
		STEP D	78.2374	6,258.99	13,561.14	162,733.79
		STEP E	82.1493	6,571.94	14,239.21	170,870.54
		STEP F	86.2569	6,900.55	14,951.19	179,414.35
		STEP G	90.5697	7,245.57	15,698.74	188,384.97
5600	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	65.1286	5,210.28	11,288.95	135,467.48
		STEP C	68.3849	5,470.79	11,853.38	142,240.59
		STEP D	71.8041	5,744.32	12,446.04	149,352.52
		STEP E	75.3944	6,031.55	13,068.36	156,820.35
		STEP F	79.1642	6,333.13	13,721.79	164,661.53
		STEP G	83.1225	6,649.80	14,407.90	172,894.80
5530	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	62.0227	4,961.81	10,750.60	129,007.21
		STEP C	65.1239	5,209.91	11,288.14	135,457.71
		STEP D	68.3800	5,470.40	11,852.53	142,230.40
		STEP E	71.7990	5,743.92	12,445.16	149,341.92
		STEP F	75.3889	6,031.11	13,067.40	156,808.91
		STEP G	79.1584	6,332.67	13,720.78	164,649.47
5535	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	67.3774	5,390.19	11,678.74	140,144.99
		STEP C	70.7462	5,659.69	12,262.67	147,152.09
		STEP D	74.2836	5,942.68	12,875.82	154,509.88
		STEP E	77.9977	6,239.81	13,519.60	162,235.21
		STEP F	81.8976	6,551.80	14,195.58	170,347.00
		STEP G	85.9924	6,879.39	14,905.34	178,864.19
5519	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5514	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	52.7328	4,218.62	9,140.35	109,684.22
		STEP C	55.3696	4,429.56	9,597.39	115,168.76
		STEP D	58.1381	4,651.04	10,077.27	120,927.24
		STEP E	61.0451	4,883.60	10,581.15	126,973.80
		STEP F	64.0975	5,127.80	11,110.23	133,322.80
		STEP G	67.3020	5,384.16	11,665.68	139,988.16
5513	PRINCIPAL PLANNER					
		STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	48.6982	3,895.85	8,441.02	101,292.25
		STEP C	51.1330	4,090.64	8,863.05	106,356.64
		STEP D	53.6897	4,295.17	9,306.21	111,674.57
		STEP E	56.3742	4,509.93	9,771.52	117,258.33
		STEP F	59.1928	4,735.42	10,260.08	123,121.02
		STEP G	62.1526	4,972.20	10,773.11	129,277.40
5615	PUB AFFAIRS&COMMUNICAT ADMNSTR					
		STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	46.0995	3,687.96	7,990.58	95,886.96
		STEP C	48.4044	3,872.35	8,390.09	100,681.15
		STEP D	50.8248	4,065.98	8,809.63	105,715.58
		STEP E	53.3660	4,269.28	9,250.10	111,001.28
		STEP F	56.0343	4,482.74	9,712.61	116,551.34
		STEP G	58.8358	4,706.86	10,198.20	122,378.46
5610	PUBLIC AFFAIRS&COMMNCT DIRECTOR					
		STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	58.2948	4,663.58	10,104.43	121,253.18
		STEP C	61.2096	4,896.76	10,609.66	127,315.96
		STEP D	64.2701	5,141.60	11,140.15	133,681.80
		STEP E	67.4836	5,398.68	11,697.15	140,365.88
		STEP F	70.8579	5,668.63	12,282.03	147,384.43
		STEP G	74.4006	5,952.04	12,896.10	154,753.24
5565	PUBLIC INFORMATION OFFICER					
		STEP A	40.2377	3,219.01	6,974.53	83,694.41
		STEP B	42.2495	3,379.96	7,323.24	87,878.96
		STEP C	44.3620	3,548.96	7,689.41	92,272.96
		STEP D	46.5801	3,726.40	8,073.88	96,886.60
		STEP E	48.9091	3,912.72	8,477.57	101,730.92
		STEP F	51.3546	4,108.36	8,901.46	106,817.56
		STEP G	53.9223	4,313.78	9,346.53	112,158.38

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5635	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	64.0388	5,123.10	11,100.05	133,200.70
		STEP C	67.2407	5,379.25	11,655.05	139,860.65
		STEP D	70.6027	5,648.21	12,237.80	146,853.61
		STEP E	74.1329	5,930.63	12,849.70	154,196.43
		STEP F	77.8396	6,227.16	13,492.19	161,906.36
		STEP G	81.7316	6,538.52	14,166.81	170,001.72
5652	PURCHASING & WAREHOUSE MANAGER					
		STEP A	41.1306	3,290.44	7,129.30	85,551.64
		STEP B	43.1871	3,454.96	7,485.76	89,829.16
		STEP C	45.3465	3,627.72	7,860.06	94,320.72
		STEP D	47.6138	3,809.10	8,253.05	99,036.70
		STEP E	49.9945	3,999.56	8,665.71	103,988.56
		STEP F	52.4942	4,199.53	9,098.99	109,187.93
		STEP G	55.1189	4,409.51	9,553.94	114,647.31
6125	RECREATION MANAGER					
		STEP A	46.0837	3,686.69	7,987.84	95,854.09
		STEP B	48.3880	3,871.04	8,387.25	100,647.04
		STEP C	50.8072	4,064.57	8,806.58	105,678.97
		STEP D	53.3476	4,267.80	9,246.91	110,963.00
		STEP E	56.0151	4,481.20	9,709.28	116,511.40
		STEP F	58.8160	4,705.28	10,194.77	122,337.28
		STEP G	61.7566	4,940.52	10,704.47	128,453.72
6145	RECREATION SUPERINTENDENT					
		STEP A	40.3363	3,226.90	6,991.62	83,899.50
		STEP B	42.3531	3,388.24	7,341.20	88,094.44
		STEP C	44.4708	3,557.66	7,708.27	92,499.26
		STEP D	46.6942	3,735.53	8,093.66	97,123.93
		STEP E	49.0293	3,922.34	8,498.41	101,980.94
		STEP F	51.4805	4,118.44	8,923.28	107,079.44
		STEP G	54.0543	4,324.34	9,369.41	112,432.94
6147	RECREATION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
6244	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15
6231	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	42.0747	3,365.97	7,292.94	87,515.37
		STEP C	44.1783	3,534.26	7,657.57	91,890.86
		STEP D	46.3875	3,711.00	8,040.50	96,486.00
		STEP E	48.7067	3,896.53	8,442.49	101,309.93
		STEP F	51.1420	4,091.36	8,864.61	106,375.36
		STEP G	53.6991	4,295.92	9,307.84	111,694.12
6235	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	35.4472	2,835.77	6,144.18	73,730.17
		STEP C	37.2197	2,977.57	6,451.41	77,416.97
		STEP D	39.0799	3,126.39	6,773.84	81,286.19
		STEP E	41.0339	3,282.71	7,112.54	85,350.51
		STEP F	43.0854	3,446.83	7,468.13	89,617.63
		STEP G	45.2399	3,619.19	7,841.58	94,098.99
6450	RISK MANAGER					
		STEP A	50.2260	4,018.08	8,705.84	104,470.08
		STEP B	52.7373	4,218.98	9,141.13	109,693.58
		STEP C	55.3742	4,429.93	9,598.19	115,178.33
		STEP D	58.1429	4,651.43	10,078.10	120,937.23
		STEP E	61.0501	4,884.00	10,582.01	126,984.20
		STEP F	64.1026	5,128.20	11,111.11	133,333.40
		STEP G	67.3077	5,384.61	11,666.66	140,000.01
6500	SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	38.4164	3,073.31	6,658.84	79,906.11
		STEP C	40.3371	3,226.96	6,991.76	83,901.16
		STEP D	42.3539	3,388.31	7,341.34	88,096.11
		STEP E	44.4716	3,557.72	7,708.41	92,500.92
		STEP F	46.6952	3,735.61	8,093.83	97,126.01
		STEP G	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7130	SR BUSINESS SYSTEMS ANALYST					
		STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	36.5046	2,920.36	6,327.46	75,929.56
		STEP C	38.3298	3,066.38	6,643.83	79,725.98
		STEP D	40.2463	3,219.70	6,976.02	83,712.30
		STEP E	42.2586	3,380.68	7,324.82	87,897.88
		STEP F	44.3716	3,549.72	7,691.07	92,292.92
		STEP G	46.5900	3,727.20	8,075.60	96,907.20
7145	SR DATABASE ANALYST					
		STEP A	38.1818	3,054.54	6,618.17	79,418.14
		STEP B	40.0910	3,207.28	6,949.10	83,389.28
		STEP C	42.0955	3,367.64	7,296.55	87,558.64
		STEP D	44.2002	3,536.01	7,661.36	91,936.41
		STEP E	46.4103	3,712.82	8,044.45	96,533.42
		STEP F	48.7307	3,898.45	8,446.65	101,359.85
		STEP G	51.1673	4,093.38	8,869.00	106,427.98
7123	SR DEPUTY CITY ATTORNEY					
		STEP A	61.7590	4,940.72	10,704.89	128,458.72
		STEP B	64.8470	5,187.76	11,240.14	134,881.76
		STEP C	68.0893	5,447.14	11,802.14	141,625.74
		STEP D	71.4938	5,719.50	12,392.25	148,707.10
		STEP E	75.0685	6,005.48	13,011.87	156,142.48
		STEP F	78.8219	6,305.75	13,662.46	163,949.55
		STEP G	82.7630	6,621.04	14,345.58	172,147.04
7128	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	49.9452	3,995.61	8,657.16	103,886.01
		STEP C	52.4425	4,195.40	9,090.03	109,080.40
		STEP D	55.0646	4,405.16	9,544.53	114,534.36
		STEP E	57.8179	4,625.43	10,021.76	120,261.23
		STEP F	60.7088	4,856.70	10,522.85	126,274.30
		STEP G	63.7442	5,099.53	11,048.99	132,587.93
7163	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	50.0044	4,000.35	8,667.42	104,009.15
		STEP C	52.5047	4,200.37	9,100.81	109,209.77
		STEP D	55.1299	4,410.39	9,555.84	114,670.19
		STEP E	57.8863	4,630.90	10,033.62	120,403.50
		STEP F	60.7806	4,862.44	10,535.30	126,423.64
		STEP G	63.8196	5,105.56	11,062.06	132,744.76

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
7142	SR ENGINEER	STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	44.8610	3,588.88	7,775.90	93,310.88
		STEP C	47.1040	3,768.32	8,164.69	97,976.32
		STEP D	49.4593	3,956.74	8,572.94	102,875.34
		STEP E	51.9321	4,154.56	9,001.56	108,018.76
		STEP F	54.5288	4,362.30	9,451.65	113,419.90
		STEP G	57.2552	4,580.41	9,924.23	119,090.81
7150	SR HUMAN RESOURCES ANALYST	STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	40.3372	3,226.97	6,991.78	83,901.37
		STEP C	42.3541	3,388.32	7,341.37	88,096.52
		STEP D	44.4717	3,557.73	7,708.42	92,501.13
		STEP E	46.6954	3,735.63	8,093.86	97,126.43
		STEP F	49.0301	3,922.40	8,498.55	101,982.60
		STEP G	51.4815	4,118.52	8,923.46	107,081.52
7194	SR IT ANALYST	STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	36.5520	2,924.16	6,335.68	76,028.16
		STEP C	38.3796	3,070.36	6,652.46	79,829.56
		STEP D	40.2987	3,223.89	6,985.10	83,821.29
		STEP E	42.3135	3,385.08	7,334.34	88,012.08
		STEP F	44.4293	3,554.34	7,701.07	92,412.94
		STEP G	46.6506	3,732.04	8,086.10	97,033.24
7180	SR PLANNER	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	42.3473	3,387.78	7,340.19	88,082.38
		STEP C	44.4646	3,557.16	7,707.19	92,486.36
		STEP D	46.6877	3,735.01	8,092.53	97,110.41
		STEP E	49.0223	3,921.78	8,497.19	101,966.38
		STEP F	51.4734	4,117.87	8,922.05	107,064.67
		STEP G	54.0470	4,323.76	9,368.14	112,417.76
7151	SR POWER ENGINEER	STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5555	SR POWER PLANT ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	62.8043	5,024.34	10,886.07	130,632.94
		STEP C	65.9443	5,275.54	11,430.34	137,164.14
		STEP D	69.2416	5,539.32	12,001.87	144,022.52
		STEP E	72.7036	5,816.28	12,601.95	151,223.48
		STEP F	76.3389	6,107.11	13,232.07	158,784.91
		STEP G	80.1558	6,412.46	13,893.67	166,724.06
7520	STREET MAINT SUPERINTENDENT					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	44.8518	3,588.14	7,774.31	93,291.74
		STEP C	47.0943	3,767.54	8,163.01	97,956.14
		STEP D	49.4492	3,955.93	8,571.19	102,854.33
		STEP E	51.9218	4,153.74	8,999.77	107,997.34
		STEP F	54.5179	4,361.43	9,449.76	113,397.23
		STEP G	57.2435	4,579.48	9,922.20	119,066.48
7522	STREET MAINT SUPERVISOR					
		STEP A	32.5766	2,606.12	5,646.61	67,759.32
		STEP B	34.2054	2,736.43	5,928.93	71,147.23
		STEP C	35.9157	2,873.25	6,225.38	74,704.65
		STEP D	37.7114	3,016.91	6,536.64	78,439.71
		STEP E	39.5970	3,167.76	6,863.48	82,361.76
		STEP F	41.5769	3,326.15	7,206.66	86,479.95
		STEP G	43.6557	3,492.45	7,566.98	90,803.85
8762	URBAN FORESTER					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5866	2,926.92	6,341.67	76,100.12
		STEP C	38.4161	3,073.28	6,658.79	79,905.48
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9047	WATER CONSERVATION ADMINSTR					
		STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	40.3601	3,228.80	6,995.75	83,949.00
		STEP C	42.3780	3,390.24	7,345.52	88,146.24
		STEP D	44.4970	3,559.76	7,712.81	92,553.76
		STEP E	46.7218	3,737.74	8,098.44	97,181.34
		STEP F	49.0582	3,924.65	8,503.42	102,041.05
		STEP G	51.5109	4,120.87	8,928.55	107,142.67

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
9084	WATER DISTRIBUTION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9085	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
9101	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	38.4146	3,073.16	6,658.53	79,902.36
		STEP C	40.3354	3,226.83	6,991.46	83,897.63
		STEP D	42.3521	3,388.16	7,341.03	88,092.36
		STEP E	44.4698	3,557.58	7,708.09	92,497.18
		STEP F	46.6932	3,735.45	8,093.48	97,121.85
		STEP G	49.0277	3,922.21	8,498.13	101,977.61
9175	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	43.9023	3,512.18	7,609.73	91,316.78
		STEP C	46.0973	3,687.78	7,990.19	95,882.38
		STEP D	48.4023	3,872.18	8,389.73	100,676.78
		STEP E	50.8222	4,065.77	8,809.18	105,710.17
		STEP F	53.3634	4,269.07	9,249.65	110,995.87
		STEP G	56.0315	4,482.52	9,712.12	116,545.52
9244	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE A

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGMT MANAGEMENT

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
8980	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	44.8448	3,587.58	7,773.09	93,277.18
		STEP C	47.0871	3,766.96	8,161.76	97,941.16
		STEP D	49.4415	3,955.32	8,569.86	102,838.32
		STEP E	51.9135	4,153.08	8,998.34	107,980.08
		STEP F	54.5093	4,360.74	9,448.27	113,379.34
		STEP G	57.2346	4,578.76	9,920.66	119,047.96
8978	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	36.5867	2,926.93	6,341.69	76,100.33
		STEP C	38.4162	3,073.29	6,658.80	79,905.69
		STEP D	40.3369	3,226.95	6,991.72	83,900.75
		STEP E	42.3538	3,388.30	7,341.32	88,095.90
		STEP F	44.4713	3,557.70	7,708.35	92,500.30
		STEP G	46.6949	3,735.59	8,093.78	97,125.39
9040	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9928	3,679.42	7,972.08	95,665.02
		STEP B	48.2926	3,863.40	8,370.71	100,448.60
		STEP C	50.7070	4,056.56	8,789.21	105,470.56
		STEP D	53.2425	4,259.40	9,228.70	110,744.40
		STEP E	55.9044	4,472.35	9,690.09	116,281.15
		STEP F	58.6998	4,695.98	10,174.63	122,095.58
		STEP G	61.6346	4,930.76	10,683.33	128,199.96
9045	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	59.3265	4,746.12	10,283.26	123,399.12
		STEP C	62.2925	4,983.40	10,797.36	129,568.40
		STEP D	65.4073	5,232.58	11,337.26	136,047.18
		STEP E	68.6775	5,494.20	11,904.10	142,849.20
		STEP F	72.1113	5,768.90	12,499.29	149,991.50
		STEP G	75.7169	6,057.35	13,124.26	157,491.15

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B701	ACCOUNTING SUPERVISOR					
		STEP A	41.0047	3,280.37	7,107.48	85,289.77
		STEP B	42.0169	3,361.35	7,282.92	87,395.15
		STEP C	43.0545	3,444.36	7,462.78	89,553.36
		STEP D	44.1178	3,529.42	7,647.08	91,765.02
		STEP E	45.2073	3,616.58	7,835.93	94,031.18
		STEP F	46.3238	3,705.90	8,029.45	96,353.50
		STEP G	47.4678	3,797.42	8,227.75	98,733.02
		STEP H	48.6401	3,891.20	8,430.95	101,171.40
		STEP I	49.8413	3,987.30	8,639.15	103,669.90
		STEP J	51.0722	4,085.77	8,852.51	106,230.17
		STEP K	52.3334	4,186.67	9,071.12	108,853.47
		STEP L	53.6259	4,290.07	9,295.15	111,541.87
		STEP M	54.9502	4,396.01	9,524.70	114,296.41
B702	ADMIN ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42
B703	ADMIN ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B704	ALTERNATIVE TRANSP ANALYST I					
		STEP A	33.7583	2,700.66	5,851.43	70,217.26
		STEP B	34.5918	2,767.34	5,995.91	71,950.94
		STEP C	35.4461	2,835.68	6,143.99	73,727.88
		STEP D	36.3215	2,905.72	6,295.72	75,548.72
		STEP E	37.2185	2,977.48	6,451.20	77,414.48
		STEP F	38.1376	3,051.00	6,610.51	79,326.20
		STEP G	39.0795	3,126.36	6,773.78	81,285.36
		STEP H	40.0446	3,203.56	6,941.06	83,292.76
		STEP I	41.0335	3,282.68	7,112.47	85,349.68
		STEP J	42.0469	3,363.75	7,288.12	87,457.55
		STEP K	43.0853	3,446.82	7,468.11	89,617.42
		STEP L	44.1493	3,531.94	7,652.54	91,830.54
		STEP M	45.2396	3,619.16	7,841.53	94,098.36
B705	ALTERNATIVE TRANSP ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B706	ALTERNATIVE TRANSP MGR					
		STEP A	48.1545	3,852.36	8,346.78	100,161.36
		STEP B	49.3432	3,947.45	8,552.82	102,633.85
		STEP C	50.5618	4,044.94	8,764.04	105,168.54
		STEP D	51.8105	4,144.84	8,980.48	107,765.84
		STEP E	53.0900	4,247.20	9,202.26	110,427.20
		STEP F	54.4011	4,352.08	9,429.52	113,154.28
		STEP G	55.7446	4,459.56	9,662.39	115,948.76
		STEP H	57.1213	4,569.70	9,901.02	118,812.30
		STEP I	58.5319	4,682.55	10,145.52	121,746.35
		STEP J	59.9774	4,798.19	10,396.08	124,752.99
		STEP K	61.4587	4,916.69	10,652.84	127,834.09
		STEP L	62.9764	5,038.11	10,915.90	130,990.91
		STEP M	64.5317	5,162.53	11,185.49	134,225.93

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B711	ASST CITY ATTORNEY	STEP A	71.0229	5,681.83	12,310.63	147,727.63
		STEP B	72.7761	5,822.08	12,614.52	151,374.28
		STEP C	74.5734	5,965.87	12,926.05	155,112.67
		STEP D	76.4151	6,113.20	13,245.28	158,943.40
		STEP E	78.3022	6,264.17	13,572.38	162,868.57
		STEP F	80.2360	6,418.88	13,907.57	166,890.88
		STEP G	82.2175	6,577.40	14,251.03	171,012.40
		STEP H	84.2479	6,739.83	14,602.96	175,235.63
		STEP I	86.3285	6,906.28	14,963.60	179,563.28
		STEP J	88.4605	7,076.84	15,333.15	183,997.84
		STEP K	90.6451	7,251.60	15,711.81	188,541.80
		STEP L	92.8836	7,430.68	16,099.82	193,197.88
		STEP M	95.1775	7,614.20	16,497.43	197,969.20
B712	ASST CITY CLERK	STEP A	35.6195	2,849.56	6,174.04	74,088.56
		STEP B	36.4988	2,919.90	6,326.45	75,917.50
		STEP C	37.4002	2,992.01	6,482.70	77,792.41
		STEP D	38.3238	3,065.90	6,642.79	79,713.50
		STEP E	39.2703	3,141.62	6,806.85	81,682.22
		STEP F	40.2401	3,219.20	6,974.95	83,699.40
		STEP G	41.2339	3,298.71	7,147.20	85,766.51
		STEP H	42.2522	3,380.17	7,323.71	87,884.57
		STEP I	43.2956	3,463.64	7,504.57	90,054.84
		STEP J	44.3649	3,549.19	7,689.91	92,278.99
		STEP K	45.4605	3,636.84	7,879.82	94,557.84
		STEP L	46.5832	3,726.65	8,074.42	96,893.05
		STEP M	47.7336	3,818.68	8,273.82	99,285.88
B707	ASST CITY MANAGER	STEP A	74.0814	5,926.51	12,840.77	154,089.31
		STEP B	75.9101	6,072.80	13,157.75	157,893.00
		STEP C	77.7848	6,222.78	13,482.69	161,792.38
		STEP D	79.7058	6,376.46	13,815.67	165,788.06
		STEP E	81.6742	6,533.93	14,156.86	169,882.33
		STEP F	83.6912	6,695.29	14,506.47	174,077.69
		STEP G	85.7581	6,860.64	14,864.73	178,376.84
		STEP H	87.8759	7,030.07	15,231.82	182,781.87
		STEP I	90.0461	7,203.68	15,607.99	187,295.88
		STEP J	92.2699	7,381.59	15,993.44	191,921.39
		STEP K	94.5486	7,563.88	16,388.42	196,661.08
		STEP L	96.8836	7,750.68	16,793.15	201,517.88
		STEP M	99.2762	7,942.09	17,207.87	206,494.49

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B942	ASST ELEC UTIL DIR-FIN & ADMIN					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	79.6487	6,371.89	13,805.77	165,669.29
		STEP C	81.6157	6,529.25	14,146.72	169,760.65
		STEP D	83.6312	6,690.49	14,496.07	173,952.89
		STEP E	85.6966	6,855.72	14,854.07	178,248.92
		STEP F	87.8130	7,025.04	15,220.92	182,651.04
		STEP G	89.9816	7,198.52	15,596.81	187,161.72
		STEP H	92.2038	7,376.30	15,981.99	191,783.90
		STEP I	94.4808	7,558.46	16,376.67	196,520.06
		STEP J	96.8141	7,745.12	16,781.11	201,373.32
		STEP K	99.2051	7,936.40	17,195.55	206,346.60
		STEP L	101.6550	8,132.40	17,620.20	211,442.40
		STEP M	104.1655	8,333.24	18,055.35	216,664.24
B940	ASST ELEC UTIL DIR-RESOURCES					
		STEP A	77.7298	6,218.38	13,473.16	161,677.98
		STEP B	79.6487	6,371.89	13,805.77	165,669.29
		STEP C	81.6157	6,529.25	14,146.72	169,760.65
		STEP D	83.6312	6,690.49	14,496.07	173,952.89
		STEP E	85.6966	6,855.72	14,854.07	178,248.92
		STEP F	87.8130	7,025.04	15,220.92	182,651.04
		STEP G	89.9816	7,198.52	15,596.81	187,161.72
		STEP H	92.2038	7,376.30	15,981.99	191,783.90
		STEP I	94.4808	7,558.46	16,376.67	196,520.06
		STEP J	96.8141	7,745.12	16,781.11	201,373.32
		STEP K	99.2051	7,936.40	17,195.55	206,346.60
		STEP L	101.6550	8,132.40	17,620.20	211,442.40
		STEP M	104.1655	8,333.24	18,055.35	216,664.24
B708	ASST ELEC UTIL DIRECTOR					
		STEP A	70.9719	5,677.75	12,301.79	147,621.55
		STEP B	72.7240	5,817.92	12,605.49	151,265.92
		STEP C	74.5200	5,961.60	12,916.80	155,001.60
		STEP D	76.3603	6,108.82	13,235.78	158,829.42
		STEP E	78.2461	6,259.68	13,562.65	162,751.88
		STEP F	80.1785	6,414.28	13,897.60	166,771.28
		STEP G	82.1585	6,572.68	14,240.80	170,889.68
		STEP H	84.1875	6,735.00	14,592.50	175,110.00
		STEP I	86.2666	6,901.32	14,952.87	179,434.52
		STEP J	88.3971	7,071.76	15,322.16	183,865.96
		STEP K	90.5801	7,246.40	15,700.55	188,406.60
		STEP L	92.8171	7,425.36	16,088.29	193,059.56
		STEP M	95.1093	7,608.74	16,485.61	197,827.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B709	ASST EU DIRECTOR	STEP A	62.1514	4,972.11	10,772.90	129,274.91
		STEP B	63.6854	5,094.83	11,038.80	132,465.63
		STEP C	65.2582	5,220.65	11,311.42	135,737.05
		STEP D	66.8698	5,349.58	11,590.76	139,089.18
		STEP E	68.5212	5,481.69	11,877.00	142,524.09
		STEP F	70.2134	5,617.07	12,170.32	146,043.87
		STEP G	71.9474	5,755.79	12,470.88	149,650.59
		STEP H	73.7242	5,897.93	12,778.86	153,346.33
		STEP I	75.5449	6,043.59	13,094.44	157,133.39
		STEP J	77.4106	6,192.84	13,417.83	161,014.04
		STEP K	79.3223	6,345.78	13,749.19	164,990.38
		STEP L	81.2813	6,502.50	14,088.75	169,065.10
		STEP M	83.2886	6,663.08	14,436.69	173,240.28
B713	ASST FIRE CHIEF	STEP A	61.2592	4,900.73	10,618.26	127,419.13
		STEP B	62.7714	5,021.71	10,880.37	130,564.51
		STEP C	64.3216	5,145.72	11,149.07	133,788.92
		STEP D	65.9101	5,272.80	11,424.41	137,093.00
		STEP E	67.5378	5,403.02	11,706.55	140,478.62
		STEP F	69.2057	5,536.45	11,995.65	143,947.85
		STEP G	70.9148	5,673.18	12,291.89	147,502.78
		STEP H	72.6661	5,813.28	12,595.45	151,145.48
		STEP I	74.4607	5,956.85	12,906.52	154,878.25
		STEP J	76.2996	6,103.96	13,225.26	158,703.16
		STEP K	78.1839	6,254.71	13,551.87	162,622.51
		STEP L	80.1147	6,409.17	13,886.54	166,638.57
		STEP M	82.0932	6,567.45	14,229.48	170,753.85
B845	ASST HUMAN RESOURCES DIRECTOR	STEP A	53.1051	4,248.40	9,204.88	110,458.60
		STEP B	54.4160	4,353.28	9,432.10	113,185.28
		STEP C	55.7598	4,460.78	9,665.03	115,980.38
		STEP D	57.1369	4,570.95	9,903.72	118,844.75
		STEP E	58.5479	4,683.83	10,148.30	121,779.63
		STEP F	59.9938	4,799.50	10,398.92	124,787.10
		STEP G	61.4754	4,918.03	10,655.73	127,868.83
		STEP H	62.9936	5,039.48	10,918.89	131,026.68
		STEP I	64.5493	5,163.94	11,188.54	134,262.54
		STEP J	66.1434	5,291.47	11,464.85	137,578.27
		STEP K	67.7769	5,422.15	11,748.00	140,975.95
		STEP L	69.4507	5,556.05	12,038.12	144,457.45
		STEP M	71.1659	5,693.27	12,335.42	148,025.07

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B710	ASST POLICE CHIEF	STEP A	67.3324	5,386.59	11,670.94	140,051.39
		STEP B	68.9945	5,519.56	11,959.04	143,508.56
		STEP C	70.6983	5,655.86	12,254.37	147,052.46
		STEP D	72.4443	5,795.54	12,557.01	150,684.14
		STEP E	74.2334	5,938.67	12,867.12	154,405.47
		STEP F	76.0667	6,085.33	13,184.89	158,218.73
		STEP G	77.9452	6,235.61	13,510.50	162,126.01
		STEP H	79.8701	6,389.60	13,844.15	166,129.80
		STEP I	81.8426	6,547.40	14,186.05	170,232.60
		STEP J	83.8638	6,709.10	14,536.39	174,436.70
		STEP K	85.9349	6,874.79	14,895.38	178,744.59
		STEP L	88.0571	7,044.56	15,263.23	183,158.76
		STEP M	90.2318	7,218.54	15,640.17	187,682.14
B714	BILLING SERVICES MANAGER	STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B715	BLDG INSPECTION SUPERVISOR	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B717	BLDG OFFICIAL	STEP A	50.1505	4,012.04	8,692.75	104,313.04
		STEP B	51.3885	4,111.08	8,907.34	106,888.08
		STEP C	52.6576	4,212.60	9,127.31	109,527.80
		STEP D	53.9580	4,316.64	9,352.72	112,232.64
		STEP E	55.2906	4,423.24	9,583.70	115,004.44
		STEP F	56.6560	4,532.48	9,820.37	117,844.48
		STEP G	58.0552	4,644.41	10,062.90	120,754.81
		STEP H	59.4889	4,759.11	10,311.40	123,736.91
		STEP I	60.9581	4,876.64	10,566.07	126,792.84
		STEP J	62.4635	4,997.08	10,827.00	129,924.08
		STEP K	64.0061	5,120.48	11,094.39	133,132.68
		STEP L	65.5868	5,246.94	11,368.37	136,420.54
		STEP M	67.2065	5,376.52	11,649.12	139,789.52
B718	BUDGET ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52
B719	BUDGET ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B720	BUDGET MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B722	CENTRAL SERVICES DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B723	CHIEF FINANCIAL OFFICER					
		STEP A	86.5875	6,927.00	15,008.50	180,102.00
		STEP B	88.7250	7,098.00	15,379.00	184,548.00
		STEP C	90.9161	7,273.28	15,758.79	189,105.48
		STEP D	93.1614	7,452.91	16,147.97	193,775.71
		STEP E	95.4621	7,636.96	16,546.76	198,561.16
		STEP F	97.8196	7,825.56	16,955.39	203,464.76
		STEP G	100.2354	8,018.83	17,374.13	208,489.63
		STEP H	102.7108	8,216.86	17,803.20	213,638.46
		STEP I	105.2473	8,419.78	18,242.86	218,914.38
		STEP J	107.8465	8,627.72	18,693.39	224,320.72
		STEP K	110.5099	8,840.79	19,155.04	229,860.59
		STEP L	113.2390	9,059.12	19,628.09	235,537.12
		STEP M	116.0356	9,282.84	20,112.83	241,354.04

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B724	CHIEF INFORMATION OFFICER					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B725	CITY CLERK					
		STEP A	49.4890	3,959.12	8,578.09	102,937.12
		STEP B	50.7112	4,056.89	8,789.94	105,479.29
		STEP C	51.9636	4,157.08	9,007.02	108,084.28
		STEP D	53.2468	4,259.74	9,229.44	110,753.34
		STEP E	54.5618	4,364.94	9,457.37	113,488.54
		STEP F	55.9093	4,472.74	9,690.94	116,291.34
		STEP G	57.2900	4,583.20	9,930.26	119,163.20
		STEP H	58.7049	4,696.39	10,175.51	122,106.19
		STEP I	60.1546	4,812.36	10,426.79	125,121.56
		STEP J	61.6402	4,931.21	10,684.30	128,211.61
		STEP K	63.1625	5,053.00	10,948.16	131,378.00
		STEP L	64.7223	5,177.78	11,218.53	134,622.38
		STEP M	66.3207	5,305.65	11,495.58	137,947.05
B726	CITY LIBRARIAN					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B852	CONTROLLER					
		STEP A	46.1683	3,693.46	8,002.50	96,030.06
		STEP B	47.3080	3,784.64	8,200.05	98,400.64
		STEP C	48.4763	3,878.10	8,402.55	100,830.70
		STEP D	49.6734	3,973.87	8,610.05	103,320.67
		STEP E	50.9002	4,072.01	8,822.70	105,872.41
		STEP F	52.1572	4,172.57	9,040.58	108,486.97
		STEP G	53.4453	4,275.62	9,263.85	111,166.22
		STEP H	54.7652	4,381.21	9,492.63	113,911.61
		STEP I	56.1177	4,489.41	9,727.06	116,724.81
		STEP J	57.5035	4,600.28	9,967.27	119,607.28
		STEP K	58.9236	4,713.88	10,213.42	122,561.08
		STEP L	60.3788	4,830.30	10,465.65	125,587.90
		STEP M	61.8699	4,949.59	10,724.11	128,689.39
B728	DEPT PUBLIC INFO OFFICER					
		STEP A	38.3214	3,065.71	6,642.37	79,708.51
		STEP B	39.2676	3,141.40	6,806.38	81,676.60
		STEP C	40.2373	3,218.98	6,974.46	83,693.58
		STEP D	41.2310	3,298.48	7,146.70	85,760.48
		STEP E	42.2493	3,379.94	7,323.21	87,878.54
		STEP F	43.2926	3,463.40	7,504.05	90,048.60
		STEP G	44.3618	3,548.94	7,689.37	92,272.54
		STEP H	45.4574	3,636.59	7,879.28	94,551.39
		STEP I	46.5800	3,726.40	8,073.86	96,886.40
		STEP J	47.7303	3,818.42	8,273.25	99,279.02
		STEP K	48.9091	3,912.72	8,477.57	101,730.92
		STEP L	50.1169	4,009.35	8,686.92	104,243.15
		STEP M	51.3546	4,108.36	8,901.46	106,817.56
B729	DEPUTY CITY ATTORNEY I					
		STEP A	51.0406	4,083.24	8,847.03	106,164.44
		STEP B	52.3005	4,184.04	9,065.42	108,785.04
		STEP C	53.5922	4,287.37	9,289.31	111,471.77
		STEP D	54.9157	4,393.25	9,518.72	114,224.65
		STEP E	56.2719	4,501.75	9,753.79	117,045.55
		STEP F	57.6616	4,612.92	9,994.67	119,936.12
		STEP G	59.0856	4,726.84	10,241.50	122,898.04
		STEP H	60.5447	4,843.57	10,494.41	125,932.97
		STEP I	62.0400	4,963.20	10,753.60	129,043.20
		STEP J	63.5721	5,085.76	11,019.16	132,229.96
		STEP K	65.1421	5,211.36	11,291.29	135,495.56
		STEP L	66.7508	5,340.06	11,570.13	138,841.66
		STEP M	68.3993	5,471.94	11,855.87	142,270.54

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B730	DEPUTY CITY ATTORNEY II					
		STEP A	56.1446	4,491.56	9,731.73	116,780.76
		STEP B	57.5306	4,602.44	9,971.97	119,663.64
		STEP C	58.9514	4,716.11	10,218.24	122,618.91
		STEP D	60.4072	4,832.57	10,470.58	125,646.97
		STEP E	61.8990	4,951.92	10,729.16	128,749.92
		STEP F	63.4277	5,074.21	10,994.13	131,929.61
		STEP G	64.9941	5,199.52	11,265.64	135,187.72
		STEP H	66.5992	5,327.93	11,543.86	138,526.33
		STEP I	68.2439	5,459.51	11,828.94	141,947.31
		STEP J	69.9293	5,594.34	12,121.07	145,452.94
		STEP K	71.6563	5,732.50	12,420.42	149,045.10
		STEP L	73.4259	5,874.07	12,727.15	152,725.87
		STEP M	75.2392	6,019.13	13,041.46	156,497.53
B731	DEPUTY CITY MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B732	DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B733	DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B734	DEVELOPMENT SERVICES DIRECTOR					
		STEP A	67.1903	5,375.22	11,646.31	139,755.82
		STEP B	68.8490	5,507.92	11,933.82	143,205.92
		STEP C	70.5493	5,643.94	12,228.54	146,742.54
		STEP D	72.2916	5,783.32	12,530.54	150,366.52
		STEP E	74.0769	5,926.15	12,840.00	154,079.95
		STEP F	75.9063	6,072.50	13,157.09	157,885.10
		STEP G	77.7809	6,222.47	13,482.02	161,784.27
		STEP H	79.7018	6,376.14	13,814.97	165,779.74
		STEP I	81.6701	6,533.60	14,156.15	169,873.80
		STEP J	83.6870	6,694.96	14,505.74	174,068.96
		STEP K	85.7538	6,860.30	14,863.99	178,367.90
		STEP L	87.8715	7,029.72	15,231.06	182,772.72
		STEP M	90.0416	7,203.32	15,607.21	187,286.52
B735	DEVELOPMENT SERVICES MANAGER					
		STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B736	ECONOMIC DEVELOPMENT DIRECTOR					
		STEP A	64.6607	5,172.85	11,207.85	134,494.25
		STEP B	66.2571	5,300.56	11,484.56	137,814.76
		STEP C	67.8933	5,431.46	11,768.17	141,218.06
		STEP D	69.5700	5,565.60	12,058.80	144,705.60
		STEP E	71.2881	5,703.04	12,356.60	148,279.24
		STEP F	73.0487	5,843.89	12,661.77	151,941.29
		STEP G	74.8527	5,988.21	12,974.46	155,693.61
		STEP H	76.7012	6,136.09	13,294.87	159,538.49
		STEP I	78.5955	6,287.64	13,623.22	163,478.64
		STEP J	80.5364	6,442.91	13,959.64	167,515.71
		STEP K	82.5254	6,602.03	14,304.40	171,652.83
		STEP L	84.5634	6,765.07	14,657.65	175,891.87
		STEP M	86.6518	6,932.14	15,019.64	180,235.74
B737	ECONOMIC DEVELOPMENT MANAGER					
		STEP A	43.4443	3,475.54	7,530.34	90,364.14
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01
B738	ELECTRIC BUSINESS ANALYST I					
		STEP A	39.3071	3,144.56	6,813.23	81,758.76
		STEP B	40.2773	3,222.18	6,981.39	83,776.78
		STEP C	41.2720	3,301.76	7,153.81	85,845.76
		STEP D	42.2913	3,383.30	7,330.49	87,965.90
		STEP E	43.3357	3,466.85	7,511.52	90,138.25
		STEP F	44.4059	3,552.47	7,697.02	92,364.27
		STEP G	45.5026	3,640.20	7,887.11	94,645.40
		STEP H	46.6263	3,730.10	8,081.89	96,982.70
		STEP I	47.7778	3,822.22	8,281.48	99,377.82
		STEP J	48.9577	3,916.61	8,486.00	101,832.01
		STEP K	50.1668	4,013.34	8,695.57	104,346.94
		STEP L	51.4057	4,112.45	8,910.32	106,923.85
		STEP M	52.6752	4,214.01	9,130.36	109,564.41

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B739	ELECTRIC BUSINESS ANALYST II					
		STEP A	43.2416	3,459.32	7,495.21	89,942.52
		STEP B	44.3091	3,544.72	7,680.24	92,162.92
		STEP C	45.4034	3,632.27	7,869.92	94,439.07
		STEP D	46.5246	3,721.96	8,064.26	96,771.16
		STEP E	47.6736	3,813.88	8,263.42	99,161.08
		STEP F	48.8510	3,908.08	8,467.50	101,610.08
		STEP G	50.0574	4,004.59	8,676.61	104,119.39
		STEP H	51.2936	4,103.48	8,890.89	106,690.68
		STEP I	52.5604	4,204.83	9,110.46	109,325.63
		STEP J	53.8584	4,308.67	9,335.45	112,025.47
		STEP K	55.1885	4,415.08	9,566.00	114,792.08
		STEP L	56.5514	4,524.11	9,802.24	117,626.91
		STEP M	57.9480	4,635.84	10,044.32	120,531.84
B740	ELECTRIC COMPLIANCE ANALYST					
		STEP A	45.0209	3,601.67	7,803.62	93,643.47
		STEP B	46.1322	3,690.57	7,996.24	95,954.97
		STEP C	47.2715	3,781.72	8,193.72	98,324.72
		STEP D	48.4389	3,875.11	8,396.07	100,752.91
		STEP E	49.6352	3,970.81	8,603.43	103,241.21
		STEP F	50.8610	4,068.88	8,815.90	105,790.88
		STEP G	52.1170	4,169.36	9,033.61	108,403.36
		STEP H	53.4041	4,272.32	9,256.71	111,080.52
		STEP I	54.7230	4,377.84	9,485.32	113,823.84
		STEP J	56.0744	4,485.95	9,719.56	116,634.75
		STEP K	57.4592	4,596.73	9,959.59	119,515.13
		STEP L	58.8782	4,710.25	10,205.55	122,466.65
		STEP M	60.3323	4,826.58	10,457.59	125,491.18
B941	ELECTRIC CUSTOMR PROGRAMS SUPV					
		STEP A	54.7676	4,381.40	9,493.05	113,916.60
		STEP B	56.1194	4,489.55	9,727.36	116,728.35
		STEP C	57.5054	4,600.43	9,967.60	119,611.23
		STEP D	58.9255	4,714.04	10,213.75	122,565.04
		STEP E	60.3807	4,830.45	10,465.98	125,591.85
		STEP F	61.8719	4,949.75	10,724.46	128,693.55
		STEP G	63.3999	5,071.99	10,989.31	131,871.79
		STEP H	64.9656	5,197.24	11,260.70	135,128.44
		STEP I	66.5700	5,325.60	11,538.80	138,465.60
		STEP J	68.2140	5,457.12	11,823.76	141,885.12
		STEP K	69.8986	5,591.88	12,115.75	145,389.08
		STEP L	71.6249	5,729.99	12,414.98	148,979.79
		STEP M	73.3937	5,871.49	12,721.57	152,658.89

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B741	ELECTRIC ENGINEERING TECH SUPV					
		STEP A	47.8512	3,828.09	8,294.20	99,530.49
		STEP B	49.0323	3,922.58	8,498.93	101,987.18
		STEP C	50.2432	4,019.45	8,708.82	104,505.85
		STEP D	51.4840	4,118.72	8,923.89	107,086.72
		STEP E	52.7555	4,220.44	9,144.28	109,731.44
		STEP F	54.0583	4,324.66	9,370.10	112,441.26
		STEP G	55.3934	4,431.47	9,601.52	115,218.27
		STEP H	56.7614	4,540.91	9,838.64	118,063.71
		STEP I	58.1631	4,653.04	10,081.60	120,979.24
		STEP J	59.5995	4,767.96	10,330.58	123,966.96
		STEP K	61.0714	4,885.71	10,585.70	127,028.51
		STEP L	62.5796	5,006.36	10,847.13	130,165.56
		STEP M	64.1251	5,130.00	11,115.01	133,380.20
B742	ELECTRIC LINE CONST SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79
B743	ELECTRIC OPERATIONS MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B744	ELECTRIC RATES & FINANCL ADMIN					
		STEP A	58.3337	4,666.69	10,111.17	121,334.09
		STEP B	59.7736	4,781.88	10,360.75	124,329.08
		STEP C	61.2497	4,899.97	10,616.61	127,399.37
		STEP D	62.7623	5,020.98	10,878.79	130,545.58
		STEP E	64.3123	5,144.98	11,147.46	133,769.58
		STEP F	65.9006	5,272.04	11,422.77	137,073.24
		STEP G	67.5281	5,402.24	11,704.87	140,458.44
		STEP H	69.1957	5,535.65	11,993.92	143,927.05
		STEP I	70.9046	5,672.36	12,290.13	147,481.56
		STEP J	72.6557	5,812.45	12,593.65	151,123.85
		STEP K	74.4500	5,956.00	12,904.66	154,856.00
		STEP L	76.2886	6,103.08	13,223.35	158,680.28
		STEP M	78.1726	6,253.80	13,549.91	162,599.00
B745	ELECTRIC REGU COMPLNCE ADMNSTR					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	85.2567	6,820.53	14,777.82	177,333.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B746	ELECTRIC RESOURCES ANALYST I					
		STEP A	47.9688	3,837.50	8,314.59	99,775.10
		STEP B	49.1529	3,932.23	8,519.83	102,238.03
		STEP C	50.3668	4,029.34	8,730.24	104,762.94
		STEP D	51.6107	4,128.85	8,945.85	107,350.25
		STEP E	52.8852	4,230.81	9,166.76	110,001.21
		STEP F	54.1913	4,335.30	9,393.15	112,717.90
		STEP G	55.5296	4,442.36	9,625.13	115,501.56
		STEP H	56.9010	4,552.08	9,862.84	118,354.08
		STEP I	58.3062	4,664.49	10,106.40	121,276.89
		STEP J	59.7461	4,779.68	10,355.99	124,271.88
		STEP K	61.2216	4,897.72	10,611.74	127,340.92
		STEP L	62.7335	5,018.68	10,873.80	130,485.68
		STEP M	64.2828	5,142.62	11,142.35	133,708.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B747	ELECTRIC RESOURCES ANALYST II					
		STEP A	52.7703	4,221.62	9,146.85	109,762.22
		STEP B	54.0729	4,325.83	9,372.63	112,471.63
		STEP C	55.4083	4,432.66	9,604.10	115,249.26
		STEP D	56.7766	4,542.12	9,841.27	118,095.32
		STEP E	58.1788	4,654.30	10,084.32	121,011.90
		STEP F	59.6156	4,769.24	10,333.37	124,000.44
		STEP G	61.0878	4,887.02	10,588.55	127,062.62
		STEP H	62.5965	5,007.72	10,850.06	130,200.72
		STEP I	64.1424	5,131.39	11,118.01	133,416.19
		STEP J	65.7264	5,258.11	11,392.57	136,710.91
		STEP K	67.3496	5,387.96	11,673.93	140,087.16
		STEP L	69.0129	5,521.03	11,962.23	143,546.83
		STEP M	70.7172	5,657.37	12,257.64	147,091.77
B749	ELECTRIC RISK MGMT ADMNSTR					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B750	ELECTRIC SAFETY COORDINATOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B751	ELECTRIC SUBSTATION SUPERVISOR					
		STEP A	61.4415	4,915.32	10,649.86	127,798.32
		STEP B	62.9581	5,036.64	10,912.73	130,952.84
		STEP C	64.5129	5,161.03	11,182.23	134,186.83
		STEP D	66.1061	5,288.48	11,458.39	137,500.68
		STEP E	67.7387	5,419.09	11,741.37	140,896.49
		STEP F	69.4116	5,552.92	12,031.34	144,376.12
		STEP G	71.1258	5,690.06	12,328.47	147,941.66
		STEP H	72.8823	5,830.58	12,632.93	151,595.18
		STEP I	74.6822	5,974.57	12,944.91	155,338.97
		STEP J	76.5265	6,122.12	13,264.59	159,175.12
		STEP K	78.4164	6,273.31	13,592.17	163,106.11
		STEP L	80.3530	6,428.24	13,927.85	167,134.24
		STEP M	82.3374	6,586.99	14,271.81	171,261.79
B752	ELECTRIC TECHNOLOGY SYST SUPV					
		STEP A	50.0104	4,000.83	8,668.46	104,021.63
		STEP B	51.2449	4,099.59	8,882.44	106,589.39
		STEP C	52.5104	4,200.83	9,101.80	109,221.63
		STEP D	53.8072	4,304.57	9,326.58	111,918.97
		STEP E	55.1361	4,410.88	9,556.92	114,683.08
		STEP F	56.4977	4,519.81	9,792.93	117,515.21
		STEP G	57.8930	4,631.44	10,034.78	120,417.44
		STEP H	59.3227	4,745.81	10,282.60	123,391.21
		STEP I	60.7877	4,863.01	10,536.53	126,438.41
		STEP J	62.2889	4,983.11	10,796.74	129,560.91
		STEP K	63.8272	5,106.17	11,063.38	132,760.57
		STEP L	65.4035	5,232.28	11,336.60	136,039.28
		STEP M	67.0187	5,361.49	11,616.57	139,398.89
B753	ELECTRIC UTILITY DIRECTOR					
		STEO E	110.1541	8,812.32	19,093.37	229,120.52
		STEP A	99.9138	7,993.10	17,318.39	207,820.70
		STEP B	102.3801	8,190.40	17,745.88	212,950.60
		STEP C	104.9085	8,392.68	18,184.14	218,209.68
		STEP D	107.4993	8,599.94	18,633.21	223,598.54
		STEP F	112.8745	9,029.96	19,564.91	234,778.96
		STEP G	115.6620	9,252.96	20,048.08	240,576.96
		STEP H	118.5184	9,481.47	20,543.18	246,518.27
		STEP I	121.4454	9,715.63	21,050.53	252,606.43
		STEP J	124.4446	9,955.56	21,570.39	258,844.76
		STEP K	127.5179	10,201.43	22,103.10	265,237.23
		STEP L	130.6670	10,453.36	22,648.94	271,787.36
		STEP M	133.8940	10,711.52	23,208.29	278,499.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B754	ELECTRONIC MAINT COORDINATOR					
		STEP A	35.2965	2,823.72	6,118.06	73,416.72
		STEP B	36.1682	2,893.45	6,269.15	75,229.85
		STEP C	37.0614	2,964.91	6,423.97	77,087.71
		STEP D	37.9766	3,038.12	6,582.61	78,991.32
		STEP E	38.9145	3,113.16	6,745.18	80,942.16
		STEP F	39.8755	3,190.04	6,911.75	82,941.04
		STEP G	40.8603	3,268.82	7,082.45	84,989.42
		STEP H	41.8694	3,349.55	7,257.36	87,088.35
		STEP I	42.9034	3,432.27	7,436.58	89,239.07
		STEP J	43.9629	3,517.03	7,620.23	91,442.83
		STEP K	45.0486	3,603.88	7,808.42	93,701.08
		STEP L	46.1612	3,692.89	8,001.27	96,015.29
		STEP M	47.3012	3,784.09	8,198.87	98,386.49
B755	EMS QUAL ASSURANCE COORDINATOR					
		STEP A	45.1917	3,615.33	7,833.22	93,998.73
		STEP B	46.3073	3,704.58	8,026.59	96,319.18
		STEP C	47.4509	3,796.07	8,224.82	98,697.87
		STEP D	48.6228	3,889.82	8,427.95	101,135.42
		STEP E	49.8236	3,985.88	8,636.09	103,633.08
		STEP F	51.0540	4,084.32	8,849.36	106,192.32
		STEP G	52.3148	4,185.18	9,067.89	108,814.78
		STEP H	53.6068	4,288.54	9,291.84	111,502.14
		STEP I	54.9307	4,394.45	9,521.32	114,255.85
		STEP J	56.2873	4,502.98	9,756.46	117,077.58
		STEP K	57.6773	4,614.18	9,997.39	119,968.78
		STEP L	59.1017	4,728.13	10,244.29	122,931.53
		STEP M	60.5613	4,844.90	10,497.29	125,967.50
B939	ENERGY SERVICES ACCOUNT REP I					
		STEP A	39.3599	3,148.79	6,822.38	81,868.59
		STEP B	40.3314	3,226.51	6,990.77	83,889.31
		STEP C	41.3274	3,306.19	7,163.41	85,960.99
		STEP D	42.3480	3,387.84	7,340.32	88,083.84
		STEP E	43.3939	3,471.51	7,521.60	90,259.31
		STEP F	44.4655	3,557.24	7,707.35	92,488.24
		STEP G	45.5636	3,645.08	7,897.69	94,772.28
		STEP H	46.6889	3,735.11	8,092.74	97,112.91
		STEP I	47.8419	3,827.35	8,292.59	99,511.15
		STEP J	49.0234	3,921.87	8,497.38	101,968.67
		STEP K	50.2341	4,018.72	8,707.24	104,486.92
		STEP L	51.4747	4,117.97	8,922.28	107,067.37
		STEP M	52.7459	4,219.67	9,142.62	109,711.47

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B756	ENERGY SERVICES ACCOUNT REP II					
		STEP A	43.2959	3,463.67	7,504.62	90,055.47
		STEP B	44.3646	3,549.16	7,689.86	92,278.36
		STEP C	45.4602	3,636.81	7,879.76	94,557.21
		STEP D	46.5829	3,726.63	8,074.36	96,892.43
		STEP E	47.7333	3,818.66	8,273.77	99,285.26
		STEP F	48.9122	3,912.97	8,478.11	101,737.37
		STEP G	50.1201	4,009.60	8,687.48	104,249.80
		STEP H	51.3579	4,108.63	8,902.03	106,824.43
		STEP I	52.6262	4,210.09	9,121.87	109,462.49
		STEP J	53.9259	4,314.07	9,347.15	112,165.87
		STEP K	55.2576	4,420.60	9,577.98	114,935.80
		STEP L	56.6223	4,529.78	9,814.53	117,774.38
		STEP M	58.0206	4,641.64	10,056.90	120,682.84
B757	ENGINEERING MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B758	ENVIRONMENTAL COORDINATOR					
		STEP A	42.0752	3,366.01	7,293.03	87,516.41
		STEP B	43.1139	3,449.11	7,473.07	89,676.91
		STEP C	44.1786	3,534.28	7,657.62	91,891.48
		STEP D	45.2697	3,621.57	7,846.74	94,160.97
		STEP E	46.3877	3,711.01	8,040.53	96,486.41
		STEP F	47.5333	3,802.66	8,239.10	98,869.26
		STEP G	48.7071	3,896.56	8,442.56	101,310.76
		STEP H	49.9100	3,992.80	8,651.06	103,812.80
		STEP I	51.1426	4,091.40	8,864.71	106,376.60
		STEP J	52.4056	4,192.44	9,083.63	109,003.64
		STEP K	53.6998	4,295.98	9,307.96	111,695.58
		STEP L	55.0260	4,402.08	9,537.84	114,454.08
		STEP M	56.3849	4,510.79	9,773.38	117,280.59

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B761	ENVIRONMENTAL UTIL COMPL ADMIN					
		STEP A	42.0733	3,365.86	7,292.70	87,512.46
		STEP B	43.1117	3,448.93	7,472.69	89,672.33
		STEP C	44.1764	3,534.11	7,657.24	91,886.91
		STEP D	45.2674	3,621.39	7,846.34	94,156.19
		STEP E	46.3853	3,710.82	8,040.11	96,481.42
		STEP F	47.5308	3,802.46	8,238.67	98,864.06
		STEP G	48.7046	3,896.36	8,442.13	101,305.56
		STEP H	49.9074	3,992.59	8,650.61	103,807.39
		STEP I	51.1400	4,091.20	8,864.26	106,371.20
		STEP J	52.4029	4,192.23	9,083.16	108,998.03
		STEP K	53.6970	4,295.76	9,307.48	111,689.76
		STEP L	55.0231	4,401.84	9,537.33	114,448.04
		STEP M	56.3820	4,510.56	9,772.88	117,274.56
B759	ENVIRONMENTAL UTIL DIRECTOR					
		STEP A	74.5054	5,960.43	12,914.26	154,971.23
		STEP B	76.3445	6,107.56	13,233.04	158,796.56
		STEP C	78.2299	6,258.39	13,559.84	162,718.19
		STEP D	80.1619	6,412.95	13,894.72	166,736.75
		STEP E	82.1416	6,571.32	14,237.87	170,854.52
		STEP F	84.1701	6,733.60	14,589.48	175,073.80
		STEP G	86.2488	6,899.90	14,949.79	179,397.50
		STEP H	88.3788	7,070.30	15,318.99	183,827.90
		STEP I	90.5614	7,244.91	15,697.30	188,367.71
		STEP J	92.7979	7,423.83	16,084.96	193,019.63
		STEP K	95.0896	7,607.16	16,482.19	197,786.36
		STEP L	97.4380	7,795.04	16,889.25	202,671.04
		STEP M	99.8443	7,987.54	17,306.34	207,676.14
B760	EQUIPMENT MAINT SUPERVISOR					
		STEP A	31.4681	2,517.44	5,454.47	65,453.64
		STEP B	32.2449	2,579.59	5,589.11	67,069.39
		STEP C	33.0412	2,643.29	5,727.14	68,725.69
		STEP D	33.8572	2,708.57	5,868.58	70,422.97
		STEP E	34.6934	2,775.47	6,013.52	72,162.27
		STEP F	35.5501	2,844.00	6,162.01	73,944.20
		STEP G	36.4281	2,914.24	6,314.20	75,770.44
		STEP H	37.3277	2,986.21	6,470.13	77,641.61
		STEP I	38.2496	3,059.96	6,629.93	79,559.16
		STEP J	39.1942	3,135.53	6,793.66	81,523.93
		STEP K	40.1621	3,212.96	6,961.43	83,537.16
		STEP L	41.1540	3,292.32	7,133.36	85,600.32
		STEP M	42.1703	3,373.62	7,309.51	87,714.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B851	ERP MANAGER	STEP A	48.3018	3,864.14	8,372.31	100,467.74
		STEP B	49.4942	3,959.53	8,578.99	102,947.93
		STEP C	50.7165	4,057.32	8,790.86	105,490.32
		STEP D	51.9690	4,157.52	9,007.96	108,095.52
		STEP E	53.2524	4,260.19	9,230.41	110,764.99
		STEP F	54.5675	4,365.40	9,458.36	113,500.40
		STEP G	55.9151	4,473.20	9,691.95	116,303.40
		STEP H	57.2960	4,583.68	9,931.30	119,175.68
		STEP I	58.7110	4,696.88	10,176.57	122,118.88
		STEP J	60.1609	4,812.87	10,427.88	125,134.67
		STEP K	61.6467	4,931.73	10,685.42	128,225.13
		STEP L	63.1691	5,053.52	10,949.31	131,391.72
		STEP M	64.7291	5,178.32	11,219.71	134,636.52
B847	EU BUSINESS SVCS ADMINISTRATOR	STEP A	42.9160	3,433.28	7,438.77	89,265.28
		STEP B	43.9753	3,518.02	7,622.38	91,468.62
		STEP C	45.0614	3,604.91	7,810.64	93,727.71
		STEP D	46.1742	3,693.93	8,003.52	96,042.33
		STEP E	47.3145	3,785.16	8,201.18	98,414.16
		STEP F	48.4830	3,878.64	8,403.72	100,844.64
		STEP G	49.6803	3,974.42	8,611.25	103,335.02
		STEP H	50.9072	4,072.57	8,823.91	105,886.97
		STEP I	52.1644	4,173.15	9,041.82	108,501.95
		STEP J	53.4527	4,276.21	9,265.13	111,181.61
		STEP K	54.7728	4,381.82	9,493.95	113,927.42
		STEP L	56.1254	4,490.03	9,728.40	116,740.83
		STEP M	57.5115	4,600.92	9,968.66	119,623.92
B848	EU RATE ANALYST I	STEP A	34.4334	2,754.67	5,968.45	71,621.47
		STEP B	35.2833	2,822.66	6,115.77	73,389.26
		STEP C	36.1547	2,892.37	6,266.81	75,201.77
		STEP D	37.0476	2,963.80	6,421.58	77,059.00
		STEP E	37.9625	3,037.00	6,580.16	78,962.00
		STEP F	38.9000	3,112.00	6,742.66	80,912.00
		STEP G	39.8607	3,188.85	6,909.18	82,910.25
		STEP H	40.8451	3,267.60	7,079.81	84,957.80
		STEP I	41.8538	3,348.30	7,254.65	87,055.90
		STEP J	42.8874	3,430.99	7,433.81	89,205.79
		STEP K	43.9466	3,515.72	7,617.41	91,408.92
		STEP L	45.0319	3,602.55	7,805.52	93,666.35
		STEP M	46.1440	3,691.52	7,998.29	95,979.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B849	EU RATE ANALYST II	STEP A	37.3182	2,985.45	6,468.48	77,621.85
		STEP B	38.2394	3,059.15	6,628.16	79,537.95
		STEP C	39.1838	3,134.70	6,791.85	81,502.30
		STEP D	40.1515	3,212.12	6,959.59	83,515.12
		STEP E	41.1431	3,291.44	7,131.47	85,577.64
		STEP F	42.1591	3,372.72	7,307.57	87,690.92
		STEP G	43.2003	3,456.02	7,488.05	89,856.62
		STEP H	44.2672	3,541.37	7,672.98	92,075.77
		STEP I	45.3604	3,628.83	7,862.46	94,349.63
		STEP J	46.4806	3,718.44	8,056.63	96,679.64
		STEP K	47.6285	3,810.28	8,255.60	99,067.28
		STEP L	48.8047	3,904.37	8,459.48	101,513.77
		STEP M	50.0100	4,000.80	8,668.40	104,020.80
B762	FACILITIES MANAGER	STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	41.8376	3,347.00	7,251.85	87,022.20
		STEP C	42.8708	3,429.66	7,430.93	89,171.26
		STEP D	43.9295	3,514.36	7,614.44	91,373.36
		STEP E	45.0144	3,601.15	7,802.49	93,629.95
		STEP F	46.1261	3,690.08	7,995.19	95,942.28
		STEP G	47.2652	3,781.21	8,192.63	98,311.61
		STEP H	48.4325	3,874.60	8,394.96	100,739.60
		STEP I	49.6286	3,970.28	8,602.29	103,227.48
		STEP J	50.8542	4,068.33	8,814.72	105,776.73
		STEP K	52.1101	4,168.80	9,032.41	108,389.00
		STEP L	53.3970	4,271.76	9,255.48	111,065.76
		STEP M	54.7157	4,377.25	9,484.05	113,808.65
B763	FINANCE DIRECTOR	STEP A	67.0881	5,367.04	11,628.60	139,543.24
		STEP B	68.7443	5,499.54	11,915.67	142,988.14
		STEP C	70.4421	5,635.36	12,209.96	146,519.56
		STEP D	72.1817	5,774.53	12,511.49	150,137.93
		STEP E	73.9643	5,917.14	12,820.47	153,845.74
		STEP F	75.7909	6,063.27	13,137.08	157,645.07
		STEP G	77.6626	6,213.00	13,461.51	161,538.20
		STEP H	79.5806	6,366.44	13,793.97	165,527.64
		STEP I	81.5459	6,523.67	14,134.62	169,615.47
		STEP J	83.5598	6,684.78	14,483.69	173,804.38
		STEP K	85.6234	6,849.87	14,841.38	178,096.67
		STEP L	87.7379	7,019.03	15,207.90	182,494.83
		STEP M	89.9047	7,192.37	15,583.48	187,001.77

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B764	FINANCE MANAGER					
		STEP A	44.7525	3,580.20	7,757.10	93,085.20
		STEP B	45.8572	3,668.57	7,948.58	95,382.97
		STEP C	46.9897	3,759.17	8,144.88	97,738.57
		STEP D	48.1501	3,852.00	8,346.01	100,152.20
		STEP E	49.3393	3,947.14	8,552.14	102,625.74
		STEP F	50.5577	4,044.61	8,763.33	105,160.01
		STEP G	51.8063	4,144.50	8,979.75	107,757.10
		STEP H	53.0857	4,246.85	9,201.52	110,418.25
		STEP I	54.3967	4,351.73	9,428.76	113,145.13
		STEP J	55.7401	4,459.20	9,661.61	115,939.40
		STEP K	57.1167	4,569.33	9,900.22	118,802.73
		STEP L	58.5272	4,682.17	10,144.71	121,736.57
		STEP M	59.9726	4,797.80	10,395.25	124,743.00
B765	FINANCE SUPERVISOR					
		STEP A	36.3377	2,907.01	6,298.53	75,582.41
		STEP B	37.2345	2,978.76	6,453.98	77,447.76
		STEP C	38.1540	3,052.32	6,613.36	79,360.32
		STEP D	39.0963	3,127.70	6,776.69	81,320.30
		STEP E	40.0618	3,204.94	6,944.04	83,328.54
		STEP F	41.0511	3,284.08	7,115.52	85,386.28
		STEP G	42.0649	3,365.19	7,291.24	87,494.99
		STEP H	43.1038	3,448.30	7,471.32	89,655.90
		STEP I	44.1683	3,533.46	7,655.83	91,870.06
		STEP J	45.2591	3,620.72	7,844.91	94,138.92
		STEP K	46.3768	3,710.14	8,038.64	96,463.74
		STEP L	47.5221	3,801.76	8,237.16	98,845.96
		STEP M	48.6957	3,895.65	8,440.58	101,287.05
B766	FIRE BATALLION CHIEF (8HR)					
		STEP A	51.1945	4,095.56	8,873.71	106,484.56
		STEP B	51.8769	4,150.15	8,992.00	107,903.95
		STEP C	53.1581	4,252.64	9,214.07	110,568.84
		STEP D	54.4709	4,357.67	9,441.62	113,299.47
		STEP E	55.8161	4,465.28	9,674.79	116,097.48
		STEP F	57.1945	4,575.56	9,913.71	118,964.56
		STEP G	58.6070	4,688.56	10,158.54	121,902.56
		STEP H	60.0544	4,804.35	10,409.42	124,913.15
		STEP I	61.5375	4,923.00	10,666.50	127,998.00
		STEP J	63.0572	5,044.57	10,929.91	131,158.97
		STEP K	64.6145	5,169.16	11,199.84	134,398.16
		STEP L	66.2102	5,296.81	11,476.43	137,717.21
		STEP M	67.8453	5,427.62	11,759.85	141,118.22

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B767	FIRE BATTALION CHIEF (24HR)					
		STEP A	36.1622	4,050.16	8,775.36	105,304.32
		STEP B	37.0549	4,150.14	8,991.98	107,903.86
		STEP C	37.9700	4,252.64	9,214.05	110,568.64
		STEP D	38.9077	4,357.66	9,441.60	113,299.22
		STEP E	39.8686	4,465.28	9,674.78	116,097.36
		STEP F	40.8532	4,575.55	9,913.70	118,964.51
		STEP G	41.8621	4,688.55	10,158.53	121,902.43
		STEP H	42.8959	4,804.34	10,409.40	124,912.86
		STEP I	43.9553	4,922.99	10,666.48	127,997.83
		STEP J	45.0408	5,044.56	10,929.90	131,158.80
		STEP K	46.1532	5,169.15	11,199.84	134,398.11
		STEP L	47.2930	5,296.81	11,476.43	137,717.21
		STEP M	48.4609	5,427.62	11,759.84	141,118.14
B768	FIRE CHIEF					
		STEP A	72.7667	5,821.33	12,612.89	151,354.73
		STEP B	74.5628	5,965.02	12,924.21	155,090.62
		STEP C	76.4042	6,112.33	13,243.39	158,920.73
		STEP D	78.2911	6,263.28	13,570.45	162,845.48
		STEP E	80.2246	6,417.96	13,905.59	166,867.16
		STEP F	82.2058	6,576.46	14,249.00	170,988.06
		STEP G	84.2360	6,738.88	14,600.90	175,210.88
		STEP H	86.3163	6,905.30	14,961.49	179,537.90
		STEP I	88.4479	7,075.83	15,330.96	183,971.63
		STEP J	90.6322	7,250.57	15,709.58	188,514.97
		STEP K	92.8705	7,429.64	16,097.55	193,170.64
		STEP L	95.1640	7,613.12	16,495.09	197,941.12
		STEP M	97.5142	7,801.13	16,902.46	202,829.53
B769	FIRE DIVISION CHIEF					
		STEP A	55.6902	4,455.21	9,652.96	115,835.61
		STEP B	57.0648	4,565.18	9,891.23	118,694.78
		STEP C	58.4741	4,677.92	10,135.51	121,626.12
		STEP D	59.9182	4,793.45	10,385.82	124,629.85
		STEP E	61.3979	4,911.83	10,642.30	127,707.63
		STEP F	62.9142	5,033.13	10,905.12	130,861.53
		STEP G	64.4679	5,157.43	11,174.43	134,093.23
		STEP H	66.0600	5,284.80	11,450.40	137,404.80
		STEP I	67.6915	5,415.32	11,733.19	140,798.32
		STEP J	69.3632	5,549.05	12,022.95	144,275.45
		STEP K	71.0762	5,686.09	12,319.87	147,838.49
		STEP L	72.8315	5,826.52	12,624.12	151,489.52
		STEP M	74.6301	5,970.40	12,935.88	155,230.60

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B770	FLEET MANAGER	STEP A	40.8297	3,266.37	7,077.14	84,925.77
		STEP B	41.8376	3,347.00	7,251.85	87,022.20
		STEP C	42.8708	3,429.66	7,430.93	89,171.26
		STEP D	43.9295	3,514.36	7,614.44	91,373.36
		STEP E	45.0144	3,601.15	7,802.49	93,629.95
		STEP F	46.1261	3,690.08	7,995.19	95,942.28
		STEP G	47.2652	3,781.21	8,192.63	98,311.61
		STEP H	48.4325	3,874.60	8,394.96	100,739.60
		STEP I	49.6286	3,970.28	8,602.29	103,227.48
		STEP J	50.8542	4,068.33	8,814.72	105,776.73
		STEP K	52.1101	4,168.80	9,032.41	108,389.00
		STEP L	53.3970	4,271.76	9,255.48	111,065.76
		STEP M	54.7157	4,377.25	9,484.05	113,808.65
B771	GOVERNMENT RELATIONS ADMINISTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B844	HOUSING MANAGER	STEP A	43.4430	3,475.44	7,530.12	90,361.44
		STEP B	44.5172	3,561.37	7,716.31	92,595.77
		STEP C	45.6166	3,649.32	7,906.87	94,882.52
		STEP D	46.7432	3,739.45	8,102.15	97,225.85
		STEP E	47.8976	3,831.80	8,302.25	99,627.00
		STEP F	49.0804	3,926.43	8,507.26	102,087.23
		STEP G	50.2925	4,023.40	8,717.36	104,608.40
		STEP H	51.5345	4,122.76	8,932.64	107,191.76
		STEP I	52.8072	4,224.57	9,153.24	109,838.97
		STEP J	54.1114	4,328.91	9,379.30	112,551.71
		STEP K	55.4477	4,435.81	9,610.93	115,331.21
		STEP L	56.8170	4,545.36	9,848.28	118,179.36
		STEP M	58.2202	4,657.61	10,091.50	121,098.01

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B772	HOUSING SUPERVISOR					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B773	HUMAN RESOURCES ANALYST I					
		STEP A	32.3413	2,587.30	5,605.82	67,269.90
		STEP B	33.1397	2,651.17	5,744.21	68,930.57
		STEP C	33.9581	2,716.64	5,886.07	70,632.84
		STEP D	34.7967	2,783.73	6,031.42	72,377.13
		STEP E	35.6561	2,852.48	6,180.39	74,164.68
		STEP F	36.5366	2,922.92	6,333.01	75,996.12
		STEP G	37.4390	2,995.12	6,489.42	77,873.12
		STEP H	38.3635	3,069.08	6,649.67	79,796.08
		STEP I	39.3110	3,144.88	6,813.90	81,766.88
		STEP J	40.2818	3,222.54	6,982.17	83,786.14
		STEP K	41.2766	3,302.12	7,154.61	85,855.32
		STEP L	42.2960	3,383.68	7,331.30	87,975.68
		STEP M	43.3405	3,467.24	7,512.35	90,148.24
B774	HUMAN RESOURCES ANALYST II					
		STEP A	35.5826	2,846.60	6,167.65	74,011.80
		STEP B	36.4610	2,916.88	6,319.90	75,838.88
		STEP C	37.3614	2,988.91	6,475.97	77,711.71
		STEP D	38.2841	3,062.72	6,635.91	79,630.92
		STEP E	39.2295	3,138.36	6,799.78	81,597.36
		STEP F	40.1984	3,215.87	6,967.72	83,612.67
		STEP G	41.1911	3,295.28	7,139.79	85,677.48
		STEP H	42.2084	3,376.67	7,316.12	87,793.47
		STEP I	43.2507	3,460.05	7,496.78	89,961.45
		STEP J	44.3188	3,545.50	7,681.92	92,183.10
		STEP K	45.4133	3,633.06	7,871.63	94,459.66
		STEP L	46.5349	3,722.79	8,066.04	96,792.59
		STEP M	47.6841	3,814.72	8,265.24	99,182.92

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B775	HUMAN RESOURCES DIRECTOR					
		STEP A	61.0708	4,885.66	10,585.60	127,027.26
		STEP B	62.5784	5,006.27	10,846.92	130,163.07
		STEP C	64.1238	5,129.90	11,114.79	133,377.50
		STEP D	65.7074	5,256.59	11,389.28	136,671.39
		STEP E	67.3301	5,386.40	11,670.55	140,046.60
		STEP F	68.9929	5,519.43	11,958.76	143,505.23
		STEP G	70.6968	5,655.74	12,254.11	147,049.34
		STEP H	72.4427	5,795.41	12,556.73	150,680.81
		STEP I	74.2318	5,938.54	12,866.84	154,402.14
		STEP J	76.0650	6,085.20	13,184.60	158,215.20
		STEP K	77.9435	6,235.48	13,510.20	162,122.48
		STEP L	79.8684	6,389.47	13,843.85	166,126.27
		STEP M	81.8408	6,547.26	14,185.73	170,228.86
B776	HUMAN RESOURCES MANAGER					
		STEP A	41.6683	3,333.46	7,222.50	86,670.06
		STEP B	42.6971	3,415.76	7,400.83	88,809.96
		STEP C	43.7516	3,500.12	7,583.61	91,003.32
		STEP D	44.8320	3,586.56	7,770.88	93,250.56
		STEP E	45.9392	3,675.13	7,962.79	95,553.53
		STEP F	47.0737	3,765.89	8,159.44	97,913.29
		STEP G	48.2363	3,858.90	8,360.95	100,331.50
		STEP H	49.4275	3,954.20	8,567.43	102,809.20
		STEP I	50.6482	4,051.85	8,779.02	105,348.25
		STEP J	51.8990	4,151.92	8,995.82	107,949.92
		STEP K	53.1807	4,254.45	9,217.98	110,615.85
		STEP L	54.4940	4,359.52	9,445.62	113,347.52
		STEP M	55.8398	4,467.18	9,678.89	116,146.78
B777	INFO SECURITY ADMINISTRATOR					
		STEP A	42.8581	3,428.64	7,428.73	89,144.84
		STEP B	43.9160	3,513.28	7,612.10	91,345.28
		STEP C	45.0006	3,600.04	7,800.10	93,601.24
		STEP D	46.1119	3,688.95	7,992.72	95,912.75
		STEP E	47.2507	3,780.05	8,190.12	98,281.45
		STEP F	48.4176	3,873.40	8,392.38	100,708.60
		STEP G	49.6133	3,969.06	8,599.63	103,195.66
		STEP H	50.8385	4,067.08	8,812.00	105,744.08
		STEP I	52.0941	4,167.52	9,029.64	108,355.72
		STEP J	53.3806	4,270.44	9,252.63	111,031.64
		STEP K	54.6989	4,375.91	9,481.14	113,773.71
		STEP L	56.0497	4,483.97	9,715.28	116,583.37
		STEP M	57.4339	4,594.71	9,955.20	119,462.51

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B778	INTERPRETIVE SRVCS SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40
B779	IT DIVISION MANAGER					
		STEP A	44.7165	3,577.32	7,750.86	93,010.32
		STEP B	45.8208	3,665.66	7,942.27	95,307.26
		STEP C	46.9524	3,756.19	8,138.41	97,660.99
		STEP D	48.1119	3,848.95	8,339.39	100,072.75
		STEP E	49.3001	3,944.00	8,545.35	102,544.20
		STEP F	50.5176	4,041.40	8,756.38	105,076.60
		STEP G	51.7652	4,141.21	8,972.63	107,671.61
		STEP H	53.0436	4,243.48	9,194.22	110,330.68
		STEP I	54.3535	4,348.28	9,421.27	113,055.28
		STEP J	55.6958	4,455.66	9,653.93	115,847.26
		STEP K	57.0713	4,565.70	9,892.35	118,708.30
		STEP L	58.4807	4,678.45	10,136.65	121,639.85
		STEP M	59.9250	4,794.00	10,387.00	124,644.00
B781	IT PROGRAM MANAGER					
		STEP A	40.6545	3,252.36	7,046.78	84,561.36
		STEP B	41.6585	3,332.68	7,220.80	86,649.68
		STEP C	42.6873	3,414.98	7,399.13	88,789.58
		STEP D	43.7415	3,499.32	7,581.86	90,982.32
		STEP E	44.8217	3,585.73	7,769.09	93,229.13
		STEP F	45.9286	3,674.28	7,960.95	95,531.48
		STEP G	47.0629	3,765.03	8,157.56	97,890.83
		STEP H	48.2252	3,858.01	8,359.03	100,308.41
		STEP I	49.4161	3,953.28	8,565.45	102,785.48
		STEP J	50.6365	4,050.92	8,776.99	105,323.92
		STEP K	51.8870	4,150.96	8,993.74	107,924.96
		STEP L	53.1684	4,253.47	9,215.85	110,590.27
		STEP M	54.4815	4,358.52	9,443.46	113,321.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B782	KEY ACCOUNTS REPRESENTATIVE					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76
B783	LIBRARY SUPERVISOR					
		STEP A	32.1157	2,569.25	5,566.72	66,800.65
		STEP B	32.9086	2,632.68	5,704.15	68,449.88
		STEP C	33.7213	2,697.70	5,845.02	70,140.30
		STEP D	34.5541	2,764.32	5,989.37	71,872.52
		STEP E	35.4075	2,832.60	6,137.30	73,647.60
		STEP F	36.2819	2,902.55	6,288.86	75,466.35
		STEP G	37.1779	2,974.23	6,444.16	77,330.03
		STEP H	38.0960	3,047.68	6,603.30	79,239.68
		STEP I	39.0369	3,122.95	6,766.39	81,196.75
		STEP J	40.0009	3,200.07	6,933.48	83,201.87
		STEP K	40.9888	3,279.10	7,104.72	85,256.70
		STEP L	42.0010	3,360.08	7,280.17	87,362.08
		STEP M	43.0383	3,443.06	7,459.97	89,519.66
B784	MANAGEMENT ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B785	MAPPING SUPERVISOR					
		STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B787	OPEN SPACE SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34
B788	PARK DEVELOPMENT ANALYST I					
		STEP A	33.2609	2,660.87	5,765.22	69,182.67
		STEP B	34.0820	2,726.56	5,907.54	70,890.56
		STEP C	34.9236	2,793.88	6,053.42	72,641.08
		STEP D	35.7861	2,862.88	6,202.92	74,435.08
		STEP E	36.6699	2,933.59	6,356.11	76,273.39
		STEP F	37.5755	3,006.04	6,513.08	78,157.04
		STEP G	38.5035	3,080.28	6,673.94	80,087.28
		STEP H	39.4543	3,156.34	6,838.74	82,064.94
		STEP I	40.4287	3,234.29	7,007.64	84,091.69
		STEP J	41.4271	3,314.16	7,180.69	86,168.36
		STEP K	42.4502	3,396.01	7,358.03	88,296.41
		STEP L	43.4986	3,479.88	7,539.75	90,477.08
		STEP M	44.5728	3,565.82	7,725.95	92,711.42

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B789	PARK DEVELOPMENT ANALYST II					
		STEP A	36.5872	2,926.97	6,341.78	76,101.37
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B790	PARK PLANNING & DEVELOPMT SUPT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34
B791	PARKS SUPERINTENDENT					
		STEP A	37.0282	2,962.25	6,418.22	77,018.65
		STEP B	37.9426	3,035.40	6,576.71	78,920.60
		STEP C	38.8797	3,110.37	6,739.14	80,869.77
		STEP D	39.8398	3,187.18	6,905.56	82,866.78
		STEP E	40.8237	3,265.89	7,076.10	84,913.29
		STEP F	41.8319	3,346.55	7,250.86	87,010.35
		STEP G	42.8650	3,429.20	7,429.93	89,159.20
		STEP H	43.9236	3,513.88	7,613.42	91,361.08
		STEP I	45.0083	3,600.66	7,801.43	93,617.26
		STEP J	46.1198	3,689.58	7,994.09	95,929.18
		STEP K	47.2588	3,780.70	8,191.52	98,298.30
		STEP L	48.4259	3,874.07	8,393.82	100,725.87
		STEP M	49.6218	3,969.74	8,601.11	103,213.34

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B792	PARKS SUPERVISOR					
		STEP A	29.9659	2,397.27	5,194.08	62,329.07
		STEP B	30.7059	2,456.47	5,322.35	63,868.27
		STEP C	31.4642	2,517.13	5,453.79	65,445.53
		STEP D	32.2413	2,579.30	5,588.49	67,061.90
		STEP E	33.0375	2,643.00	5,726.50	68,718.00
		STEP F	33.8534	2,708.27	5,867.92	70,415.07
		STEP G	34.6895	2,775.16	6,012.84	72,154.16
		STEP H	35.5461	2,843.68	6,161.32	73,935.88
		STEP I	36.4240	2,913.92	6,313.49	75,761.92
		STEP J	37.3235	2,985.88	6,469.40	77,632.88
		STEP K	38.2453	3,059.62	6,629.18	79,550.22
		STEP L	39.1898	3,135.18	6,792.89	81,514.78
		STEP M	40.1576	3,212.60	6,960.65	83,527.80
B794	PARKS,REC & LIBRARIES DIRECTOR					
		STEP A	66.0802	5,286.41	11,453.90	137,446.81
		STEP B	67.7114	5,416.91	11,736.64	140,839.71
		STEP C	69.3836	5,550.68	12,026.49	144,317.88
		STEP D	71.0971	5,687.76	12,323.49	147,881.96
		STEP E	72.8529	5,828.23	12,627.83	151,534.03
		STEP F	74.6521	5,972.16	12,939.69	155,276.36
		STEP G	76.4957	6,119.65	13,259.25	159,111.05
		STEP H	78.3848	6,270.78	13,586.69	163,040.38
		STEP I	80.3206	6,425.64	13,922.23	167,066.84
		STEP J	82.3042	6,584.33	14,266.06	171,192.73
		STEP K	84.3368	6,746.94	14,618.37	175,420.54
		STEP L	86.4196	6,913.56	14,979.39	179,752.76
		STEP M	88.5538	7,084.30	15,349.32	184,191.90
B793	PARKS,REC & LIBRARY BUS ADMSTR					
		STEP A	37.0442	2,963.53	6,420.99	77,051.93
		STEP B	37.9591	3,036.72	6,579.57	78,954.92
		STEP C	38.8965	3,111.72	6,742.06	80,904.72
		STEP D	39.8571	3,188.56	6,908.56	82,902.76
		STEP E	40.8414	3,267.31	7,079.17	84,950.11
		STEP F	41.8500	3,348.00	7,254.00	87,048.00
		STEP G	42.8836	3,430.68	7,433.15	89,197.88
		STEP H	43.9426	3,515.40	7,616.71	91,400.60
		STEP I	45.0278	3,602.22	7,804.81	93,657.82
		STEP J	46.1398	3,691.18	7,997.56	95,970.78
		STEP K	47.2793	3,782.34	8,195.07	98,340.94
		STEP L	48.4469	3,875.75	8,397.46	100,769.55
		STEP M	49.6433	3,971.46	8,604.83	103,258.06

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B795	PLANNING MANAGER	STEP A	55.5189	4,441.51	9,623.27	115,479.31
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2944	4,663.55	10,104.36	121,252.35
		STEP D	59.7340	4,778.72	10,353.89	124,246.72
		STEP E	61.2092	4,896.73	10,609.59	127,315.13
		STEP F	62.7208	5,017.66	10,871.60	130,459.26
		STEP G	64.2698	5,141.58	11,140.09	133,681.18
		STEP H	65.8570	5,268.56	11,415.21	136,982.56
		STEP I	67.4834	5,398.67	11,697.12	140,365.47
		STEP J	69.1500	5,532.00	11,986.00	143,832.00
		STEP K	70.8577	5,668.61	12,282.00	147,384.01
		STEP L	72.6076	5,808.60	12,585.31	151,023.80
		STEP M	74.4007	5,952.05	12,896.12	154,753.45
B796	POLICE CAPTAIN	STEP A	58.5500	4,684.00	10,148.66	121,784.00
		STEP B	59.9953	4,799.62	10,399.18	124,790.22
		STEP C	61.4769	4,918.15	10,656.00	127,871.95
		STEP D	62.9952	5,039.61	10,919.16	131,030.01
		STEP E	64.5509	5,164.07	11,188.82	134,265.87
		STEP F	66.1451	5,291.60	11,465.15	137,581.80
		STEP G	67.7786	5,422.28	11,748.29	140,979.48
		STEP H	69.4524	5,556.19	12,038.41	144,460.99
		STEP I	71.1676	5,693.40	12,335.71	148,028.60
		STEP J	72.9252	5,834.01	12,640.36	151,684.41
		STEP K	74.7262	5,978.09	12,952.54	155,430.49
		STEP L	76.5716	6,125.72	13,272.41	159,268.92
		STEP M	78.4626	6,277.00	13,600.18	163,202.20
B797	POLICE CHIEF	STEP A	83.8045	6,704.36	14,526.11	174,313.36
		STEP B	85.8732	6,869.85	14,884.68	178,616.25
		STEP C	87.9939	7,039.51	15,252.27	183,027.31
		STEP D	90.1670	7,213.36	15,628.94	187,547.36
		STEP E	92.3938	7,391.50	16,014.92	192,179.10
		STEP F	94.6755	7,574.04	16,410.42	196,925.04
		STEP G	97.0136	7,761.08	16,815.69	201,788.28
		STEP H	99.4095	7,952.76	17,230.98	206,771.76
		STEP I	101.8645	8,149.16	17,656.51	211,878.16
		STEP J	104.3801	8,350.40	18,092.55	217,110.60
		STEP K	106.9579	8,556.63	18,539.36	222,472.43
		STEP L	109.5993	8,767.94	18,997.21	227,966.54
		STEP M	112.3060	8,984.48	19,466.37	233,596.48

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B798	POLICE LIEUTENANT	STEP A	53.1477	4,251.81	9,212.26	110,547.21
		STEP B	54.4596	4,356.76	9,439.66	113,275.96
		STEP C	55.8046	4,464.36	9,672.79	116,073.56
		STEP D	57.1827	4,574.61	9,911.66	118,940.01
		STEP E	58.5949	4,687.59	10,156.44	121,877.39
		STEP F	60.0420	4,803.36	10,407.28	124,887.36
		STEP G	61.5248	4,921.98	10,664.29	127,971.58
		STEP H	63.0442	5,043.53	10,927.66	131,131.93
		STEP I	64.6011	5,168.08	11,197.52	134,370.28
		STEP J	66.1965	5,295.72	11,474.06	137,688.72
		STEP K	67.8313	5,426.50	11,757.42	141,089.10
		STEP L	69.5065	5,560.52	12,047.79	144,573.52
		STEP M	71.2230	5,697.84	12,345.32	148,143.84
B799	POLICE SERVICES ADMINISTRATOR	STEP A	41.4691	3,317.52	7,187.97	86,255.72
		STEP B	42.4929	3,399.43	7,365.43	88,385.23
		STEP C	43.5424	3,483.39	7,547.34	90,568.19
		STEP D	44.6177	3,569.41	7,733.73	92,804.81
		STEP E	45.7196	3,657.56	7,924.73	95,096.76
		STEP F	46.8486	3,747.88	8,120.42	97,445.08
		STEP G	48.0056	3,840.44	8,320.97	99,851.64
		STEP H	49.1912	3,935.29	8,526.47	102,317.69
		STEP I	50.4060	4,032.48	8,737.04	104,844.48
		STEP J	51.6508	4,132.06	8,952.80	107,433.66
		STEP K	52.9264	4,234.11	9,173.90	110,086.91
		STEP L	54.2335	4,338.68	9,400.47	112,805.68
		STEP M	55.5728	4,445.82	9,632.61	115,591.42
B800	POLICE SOCIAL SVCS ADMINSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B801	POWER ENGINEERING MANAGER					
		STEP A	67.5845	5,406.76	11,714.64	140,575.76
		STEP B	69.2528	5,540.22	12,003.81	144,045.82
		STEP C	70.9631	5,677.04	12,300.27	147,603.24
		STEP D	72.7156	5,817.24	12,604.03	151,248.44
		STEP E	74.5114	5,960.91	12,915.30	154,983.71
		STEP F	76.3515	6,108.12	13,234.26	158,811.12
		STEP G	78.2371	6,258.96	13,561.09	162,733.16
		STEP H	80.1692	6,413.53	13,895.99	166,751.93
		STEP I	82.1491	6,571.92	14,239.17	170,870.12
		STEP J	84.1778	6,734.22	14,590.81	175,089.82
		STEP K	86.2567	6,900.53	14,951.16	179,413.93
		STEP L	88.3869	7,070.95	15,320.39	183,844.75
		STEP M	90.5697	7,245.57	15,698.74	188,384.97
B802	POWER GENERATION SUPERTINDENT					
		STEP A	62.0272	4,962.17	10,751.38	129,016.57
		STEP B	63.5584	5,084.67	11,016.78	132,201.47
		STEP C	65.1281	5,210.24	11,288.87	135,466.44
		STEP D	66.7365	5,338.92	11,567.66	138,811.92
		STEP E	68.3846	5,470.76	11,853.33	142,239.96
		STEP F	70.0734	5,605.87	12,146.05	145,752.67
		STEP G	71.8040	5,744.32	12,446.02	149,352.32
		STEP H	73.5772	5,886.17	12,753.38	153,040.57
		STEP I	75.3943	6,031.54	13,068.34	156,820.14
		STEP J	77.2562	6,180.49	13,391.07	160,692.89
		STEP K	79.1641	6,333.12	13,721.77	164,661.32
		STEP L	81.1192	6,489.53	14,060.66	168,727.93
		STEP M	83.1225	6,649.80	14,407.90	172,894.80
B803	POWER PLANT OPS & MAINT SUPV					
		STEP A	59.0692	4,725.53	10,238.66	122,863.93
		STEP B	60.5273	4,842.18	10,491.39	125,896.78
		STEP C	62.0221	4,961.76	10,750.49	129,005.96
		STEP D	63.5538	5,084.30	11,015.99	132,191.90
		STEP E	65.1233	5,209.86	11,288.03	135,456.46
		STEP F	66.7316	5,338.52	11,566.81	138,801.72
		STEP G	68.3796	5,470.36	11,852.46	142,229.56
		STEP H	70.0683	5,605.46	12,145.17	145,742.06
		STEP I	71.7987	5,743.89	12,445.10	149,341.29
		STEP J	73.5719	5,885.75	12,752.46	153,029.55
		STEP K	75.3888	6,031.10	13,067.39	156,808.70
		STEP L	77.2506	6,180.04	13,390.10	160,681.24
		STEP M	79.1584	6,332.67	13,720.78	164,649.47

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B804	POWER SUPPLY & PORTFOLIO ADMST					
		STEP A	64.1688	5,133.50	11,122.59	133,471.10
		STEP B	65.7529	5,260.23	11,397.16	136,766.03
		STEP C	67.3767	5,390.13	11,678.62	140,143.53
		STEP D	69.0406	5,523.24	11,967.03	143,604.44
		STEP E	70.7457	5,659.65	12,262.58	147,151.05
		STEP F	72.4928	5,799.42	12,565.41	150,785.02
		STEP G	74.2831	5,942.64	12,875.73	154,508.84
		STEP H	76.1176	6,089.40	13,193.71	158,324.60
		STEP I	77.9974	6,239.79	13,519.54	162,234.59
		STEP J	79.9236	6,393.88	13,853.42	166,241.08
		STEP K	81.8974	6,551.79	14,195.54	170,346.59
		STEP L	83.9199	6,713.59	14,546.11	174,553.39
		STEP M	85.9924	6,879.39	14,905.34	178,864.19
B805	PREVENTATIVE MAINT SUPERVISOR					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48
B806	PRINCIPAL ENGINEER					
		STEP A	50.2219	4,017.75	8,705.12	104,461.55
		STEP B	51.4615	4,116.92	8,919.99	107,039.92
		STEP C	52.7324	4,218.59	9,140.28	109,683.39
		STEP D	54.0347	4,322.77	9,366.01	112,392.17
		STEP E	55.3691	4,429.52	9,597.31	115,167.72
		STEP F	56.7365	4,538.92	9,834.32	118,011.92
		STEP G	58.1377	4,651.01	10,077.20	120,926.41
		STEP H	59.5735	4,765.88	10,326.07	123,912.88
		STEP I	61.0447	4,883.57	10,581.08	126,972.97
		STEP J	62.5522	5,004.17	10,842.38	130,108.57
		STEP K	64.0970	5,127.76	11,110.14	133,321.76
		STEP L	65.6800	5,254.40	11,384.53	136,614.40
		STEP M	67.3020	5,384.16	11,665.68	139,988.16

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B807	PRINCIPAL PLANNER	STEP A	46.3792	3,710.33	8,039.06	96,468.73
		STEP B	47.5241	3,801.92	8,237.51	98,850.12
		STEP C	48.6977	3,895.81	8,440.93	101,291.21
		STEP D	49.9004	3,992.03	8,649.40	103,792.83
		STEP E	51.1327	4,090.61	8,863.00	106,356.01
		STEP F	52.3955	4,191.64	9,081.88	108,982.64
		STEP G	53.6895	4,295.16	9,306.18	111,674.16
		STEP H	55.0154	4,401.23	9,536.00	114,432.03
		STEP I	56.3740	4,509.92	9,771.49	117,257.92
		STEP J	57.7663	4,621.30	10,012.82	120,153.90
		STEP K	59.1928	4,735.42	10,260.08	123,121.02
		STEP L	60.6547	4,852.37	10,513.48	126,161.77
		STEP M	62.1526	4,972.20	10,773.11	129,277.40
B808	PUB AFFAIRS&COMMUNICAT ADMNSTR	STEP A	43.9043	3,512.34	7,610.07	91,320.94
		STEP B	44.9880	3,599.04	7,797.92	93,575.04
		STEP C	46.0990	3,687.92	7,990.49	95,885.92
		STEP D	47.2374	3,778.99	8,187.81	98,253.79
		STEP E	48.4040	3,872.32	8,390.02	100,680.32
		STEP F	49.5994	3,967.95	8,597.22	103,166.75
		STEP G	50.8243	4,065.94	8,809.54	105,714.54
		STEP H	52.0795	4,166.36	9,027.11	108,325.36
		STEP I	53.3656	4,269.24	9,250.03	111,000.44
		STEP J	54.6835	4,374.68	9,478.47	113,741.68
		STEP K	56.0340	4,482.72	9,712.56	116,550.72
		STEP L	57.4178	4,593.42	9,952.41	119,429.02
		STEP M	58.8358	4,706.86	10,198.20	122,378.46
B809	PUBLIC AFFAIRS&COMMNCT DIRCTOR	STEP A	55.5188	4,441.50	9,623.25	115,479.10
		STEP B	56.8894	4,551.15	9,860.82	118,329.95
		STEP C	58.2943	4,663.54	10,104.34	121,252.14
		STEP D	59.7339	4,778.71	10,353.87	124,246.51
		STEP E	61.2091	4,896.72	10,609.57	127,314.92
		STEP F	62.7207	5,017.65	10,871.58	130,459.05
		STEP G	64.2697	5,141.57	11,140.08	133,680.97
		STEP H	65.8569	5,268.55	11,415.19	136,982.35
		STEP I	67.4833	5,398.66	11,697.10	140,365.26
		STEP J	69.1499	5,531.99	11,985.98	143,831.79
		STEP K	70.8576	5,668.60	12,281.98	147,383.80
		STEP L	72.6075	5,808.60	12,585.30	151,023.60
		STEP M	74.4006	5,952.04	12,896.10	154,753.24

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B810	PUBLIC INFORMATION OFFICER					
		STEP A	40.2377	3,219.01	6,974.53	83,694.41
		STEP B	41.2309	3,298.47	7,146.68	85,760.27
		STEP C	42.2492	3,379.93	7,323.19	87,878.33
		STEP D	43.2925	3,463.40	7,504.03	90,048.40
		STEP E	44.3617	3,548.93	7,689.36	92,272.33
		STEP F	45.4572	3,636.57	7,879.24	94,550.97
		STEP G	46.5799	3,726.39	8,073.84	96,886.19
		STEP H	47.7302	3,818.41	8,273.23	99,278.81
		STEP I	48.9089	3,912.71	8,477.54	101,730.51
		STEP J	50.1168	4,009.34	8,686.91	104,242.94
		STEP K	51.3545	4,108.36	8,901.44	106,817.36
		STEP L	52.6227	4,209.81	9,121.26	109,455.21
		STEP M	53.9223	4,313.78	9,346.53	112,158.38
B811	PUBLIC WORKS DIRECTOR					
		STEP A	60.9892	4,879.13	10,571.46	126,857.53
		STEP B	62.4949	4,999.59	10,832.44	129,989.39
		STEP C	64.0383	5,123.06	11,099.97	133,199.66
		STEP D	65.6198	5,249.58	11,374.09	136,489.18
		STEP E	67.2403	5,379.22	11,654.98	139,859.82
		STEP F	68.9009	5,512.07	11,942.82	143,313.87
		STEP G	70.6024	5,648.19	12,237.74	146,852.99
		STEP H	72.3460	5,787.68	12,539.97	150,479.68
		STEP I	74.1327	5,930.61	12,849.66	154,196.01
		STEP J	75.9635	6,077.08	13,167.00	158,004.08
		STEP K	77.8395	6,227.16	13,492.18	161,906.16
		STEP L	79.7618	6,380.94	13,825.37	165,904.54
		STEP M	81.7316	6,538.52	14,166.81	170,001.72
B812	PURCHASING & WAREHOUSE MANAGER					
		STEP A	41.1306	3,290.44	7,129.30	85,551.64
		STEP B	42.1459	3,371.67	7,305.28	87,663.47
		STEP C	43.1867	3,454.93	7,485.69	89,828.33
		STEP D	44.2533	3,540.26	7,670.57	92,046.86
		STEP E	45.3461	3,627.68	7,859.99	94,319.88
		STEP F	46.4660	3,717.28	8,054.10	96,649.28
		STEP G	47.6135	3,809.08	8,253.00	99,036.08
		STEP H	48.7894	3,903.15	8,456.82	101,481.95
		STEP I	49.9943	3,999.54	8,665.67	103,988.14
		STEP J	51.2289	4,098.31	8,879.67	106,556.11
		STEP K	52.4941	4,199.52	9,098.97	109,187.72
		STEP L	53.7905	4,303.24	9,323.68	111,884.24
		STEP M	55.1189	4,409.51	9,553.94	114,647.31

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B813	RECREATION MANAGER					
		STEP A	41.2998	3,303.98	7,158.63	85,903.58
		STEP B	42.3197	3,385.57	7,335.41	88,024.97
		STEP C	43.3649	3,469.19	7,516.58	90,198.99
		STEP D	44.4358	3,554.86	7,702.20	92,426.46
		STEP E	45.5332	3,642.65	7,892.42	94,709.05
		STEP F	46.6577	3,732.61	8,087.33	97,048.01
		STEP G	47.8099	3,824.79	8,287.04	99,444.59
		STEP H	48.9907	3,919.25	8,491.72	101,900.65
		STEP I	50.2005	4,016.04	8,701.42	104,417.04
		STEP J	51.4403	4,115.22	8,916.31	106,995.82
		STEP K	52.7106	4,216.84	9,136.50	109,638.04
		STEP L	54.0124	4,320.99	9,362.14	112,345.79
		STEP M	55.3463	4,427.70	9,593.35	115,120.30
B814	RECREATION SUPERINTENDENT					
		STEP A	35.8423	2,867.38	6,212.66	74,551.98
		STEP B	36.7275	2,938.20	6,366.10	76,393.20
		STEP C	37.6345	3,010.76	6,523.31	78,279.76
		STEP D	38.5639	3,085.11	6,684.40	80,212.91
		STEP E	39.5163	3,161.30	6,849.49	82,193.90
		STEP F	40.4922	3,239.37	7,018.64	84,223.77
		STEP G	41.4922	3,319.37	7,191.98	86,303.77
		STEP H	42.5169	3,401.35	7,369.59	88,435.15
		STEP I	43.5669	3,485.35	7,551.59	90,619.15
		STEP J	44.6428	3,571.42	7,738.08	92,857.02
		STEP K	45.7453	3,659.62	7,929.18	95,150.22
		STEP L	46.8750	3,750.00	8,125.00	97,500.00
		STEP M	48.0326	3,842.60	8,325.65	99,907.80
B815	RECREATION SUPERVISOR					
		STEP A	31.2307	2,498.45	5,413.32	64,959.85
		STEP B	32.0020	2,560.16	5,547.01	66,564.16
		STEP C	32.7923	2,623.38	5,684.00	68,207.98
		STEP D	33.6022	2,688.17	5,824.38	69,892.57
		STEP E	34.4320	2,754.56	5,968.21	71,618.56
		STEP F	35.2823	2,822.58	6,115.59	73,387.18
		STEP G	36.1537	2,892.29	6,266.64	75,199.69
		STEP H	37.0465	2,963.72	6,421.39	77,056.72
		STEP I	37.9614	3,036.91	6,579.97	78,959.71
		STEP J	38.8989	3,111.91	6,742.47	80,909.71
		STEP K	39.8596	3,188.76	6,909.00	82,907.96
		STEP L	40.8439	3,267.51	7,079.60	84,955.31
		STEP M	41.8526	3,348.20	7,254.45	87,053.40

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B846	REFUSE & STORMWATER MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B816	REFUSE SUPERINTENDENT					
		STEP A	40.0712	3,205.69	6,945.67	83,348.09
		STEP B	41.0602	3,284.81	7,117.10	85,405.21
		STEP C	42.0743	3,365.94	7,292.87	87,514.54
		STEP D	43.1133	3,449.06	7,472.97	89,675.66
		STEP E	44.1781	3,534.24	7,657.53	91,890.44
		STEP F	45.2691	3,621.52	7,846.64	94,159.72
		STEP G	46.3871	3,710.96	8,040.43	96,485.16
		STEP H	47.5326	3,802.60	8,238.98	98,867.80
		STEP I	48.7065	3,896.52	8,442.46	101,309.52
		STEP J	49.9093	3,992.74	8,650.94	103,811.34
		STEP K	51.1419	4,091.35	8,864.59	106,375.15
		STEP L	52.4049	4,192.39	9,083.51	109,002.19
		STEP M	53.6991	4,295.92	9,307.84	111,694.12
B817	REFUSE SUPERVISOR					
		STEP A	33.7592	2,700.73	5,851.59	70,219.13
		STEP B	34.5920	2,767.36	5,995.94	71,951.36
		STEP C	35.4463	2,835.70	6,144.02	73,728.30
		STEP D	36.3217	2,905.73	6,295.76	75,549.13
		STEP E	37.2187	2,977.49	6,451.24	77,414.89
		STEP F	38.1379	3,051.03	6,610.56	79,326.83
		STEP G	39.0797	3,126.37	6,773.81	81,285.77
		STEP H	40.0448	3,203.58	6,941.09	83,293.18
		STEP I	41.0338	3,282.70	7,112.52	85,350.30
		STEP J	42.0471	3,363.76	7,288.16	87,457.96
		STEP K	43.0855	3,446.84	7,468.15	89,617.84
		STEP L	44.1496	3,531.96	7,652.59	91,831.16
		STEP M	45.2399	3,619.19	7,841.58	94,098.99

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B819	RISK MANAGER	STEP A	50.2260	4,018.08	8,705.84	104,470.08
		STEP B	51.4659	4,117.27	8,920.75	107,049.07
		STEP C	52.7369	4,218.95	9,141.06	109,692.75
		STEP D	54.0393	4,323.14	9,366.81	112,401.74
		STEP E	55.3738	4,429.90	9,598.12	115,177.50
		STEP F	56.7413	4,539.30	9,835.15	118,021.90
		STEP G	58.1426	4,651.40	10,078.05	120,936.60
		STEP H	59.5785	4,766.28	10,326.94	123,923.28
		STEP I	61.0498	4,883.98	10,581.96	126,983.58
		STEP J	62.5575	5,004.60	10,843.30	130,119.60
		STEP K	64.1024	5,128.19	11,111.08	133,332.99
		STEP L	65.6855	5,254.84	11,385.48	136,625.84
		STEP M	67.3077	5,384.61	11,666.66	140,000.01
B820	SAFETY COORDINATOR	STEP A	36.5871	2,926.96	6,341.76	76,101.16
		STEP B	37.4902	2,999.21	6,498.30	77,979.61
		STEP C	38.4160	3,073.28	6,658.77	79,905.28
		STEP D	39.3647	3,149.17	6,823.21	81,878.57
		STEP E	40.3369	3,226.95	6,991.72	83,900.75
		STEP F	41.3331	3,306.64	7,164.40	85,972.84
		STEP G	42.3538	3,388.30	7,341.32	88,095.90
		STEP H	43.3998	3,471.98	7,522.63	90,271.58
		STEP I	44.4716	3,557.72	7,708.41	92,500.92
		STEP J	45.5699	3,645.59	7,898.78	94,785.39
		STEP K	46.6952	3,735.61	8,093.83	97,126.01
		STEP L	47.8484	3,827.87	8,293.72	99,524.67
		STEP M	49.0301	3,922.40	8,498.55	101,982.60
B821	SR BUSINESS SYSTEMS ANALYST	STEP A	34.7663	2,781.30	6,026.15	72,313.90
		STEP B	35.6244	2,849.95	6,174.89	74,098.75
		STEP C	36.5042	2,920.33	6,327.39	75,928.73
		STEP D	37.4057	2,992.45	6,483.65	77,803.85
		STEP E	38.3294	3,066.35	6,643.76	79,725.15
		STEP F	39.2760	3,142.08	6,807.84	81,694.08
		STEP G	40.2460	3,219.68	6,975.97	83,711.68
		STEP H	41.2399	3,299.19	7,148.24	85,778.99
		STEP I	42.2584	3,380.67	7,324.78	87,897.47
		STEP J	43.3020	3,464.16	7,505.68	90,068.16
		STEP K	44.3713	3,549.70	7,691.02	92,292.30
		STEP L	45.4671	3,637.36	7,880.96	94,571.56
		STEP M	46.5900	3,727.20	8,075.60	96,907.20

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B822	SR DATABASE ANALYST					
		STEP A	35.3507	2,828.05	6,127.45	73,529.45
		STEP B	36.2237	2,897.89	6,278.77	75,345.29
		STEP C	37.1183	2,969.46	6,433.83	77,206.06
		STEP D	38.0350	3,042.80	6,592.73	79,112.80
		STEP E	38.9743	3,117.94	6,755.54	81,066.54
		STEP F	39.9368	3,194.94	6,922.37	83,068.54
		STEP G	40.9231	3,273.84	7,093.33	85,120.04
		STEP H	41.9337	3,354.69	7,268.50	87,222.09
		STEP I	42.9693	3,437.54	7,448.01	89,376.14
		STEP J	44.0305	3,522.44	7,631.95	91,583.44
		STEP K	45.1179	3,609.43	7,820.43	93,845.23
		STEP L	46.2321	3,698.56	8,013.56	96,162.76
		STEP M	47.3738	3,789.90	8,211.45	98,537.50
B823	SR DEPUTY CITY ATTORNEY					
		STEP A	61.7590	4,940.72	10,704.89	128,458.72
		STEP B	63.2835	5,062.68	10,969.14	131,629.68
		STEP C	64.8464	5,187.71	11,240.04	134,880.51
		STEP D	66.4478	5,315.82	11,517.61	138,211.42
		STEP E	68.0888	5,447.10	11,802.05	141,624.70
		STEP F	69.7704	5,581.63	12,093.53	145,122.43
		STEP G	71.4934	5,719.47	12,392.18	148,706.27
		STEP H	73.2590	5,860.72	12,698.22	152,378.72
		STEP I	75.0682	6,005.45	13,011.82	156,141.85
		STEP J	76.9221	6,153.76	13,333.16	159,997.96
		STEP K	78.8218	6,305.74	13,662.44	163,949.34
		STEP L	80.7683	6,461.46	13,999.83	167,998.06
		STEP M	82.7630	6,621.04	14,345.58	172,147.04
B824	SR ELECTRIC BUSINESS ANALYST					
		STEP A	47.5668	3,805.34	8,244.91	98,938.94
		STEP B	48.7411	3,899.28	8,448.45	101,381.48
		STEP C	49.9448	3,995.58	8,657.09	103,885.18
		STEP D	51.1782	4,094.25	8,870.88	106,450.65
		STEP E	52.4421	4,195.36	9,089.96	109,079.56
		STEP F	53.7372	4,298.97	9,314.44	111,773.37
		STEP G	55.0643	4,405.14	9,544.47	114,533.74
		STEP H	56.4242	4,513.93	9,780.19	117,362.33
		STEP I	57.8177	4,625.41	10,021.73	120,260.81
		STEP J	59.2455	4,739.64	10,269.22	123,230.64
		STEP K	60.7087	4,856.69	10,522.84	126,274.09
		STEP L	62.2079	4,976.63	10,782.70	129,392.43
		STEP M	63.7442	5,099.53	11,048.99	132,587.93

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B825	SR ENERGY SERVICES ACCOUNT REP					
		STEP A	47.6233	3,809.86	8,254.70	99,056.46
		STEP B	48.7987	3,903.89	8,458.44	101,501.29
		STEP C	50.0039	4,000.31	8,667.34	104,008.11
		STEP D	51.2388	4,099.10	8,881.39	106,576.70
		STEP E	52.5042	4,200.33	9,100.72	109,208.73
		STEP F	53.8008	4,304.06	9,325.47	111,905.66
		STEP G	55.1295	4,410.36	9,555.78	114,669.36
		STEP H	56.4909	4,519.27	9,791.75	117,501.07
		STEP I	57.8860	4,630.88	10,033.57	120,402.88
		STEP J	59.3156	4,745.24	10,281.37	123,376.44
		STEP K	60.7805	4,862.44	10,535.28	126,423.44
		STEP L	62.2815	4,982.52	10,795.46	129,545.52
		STEP M	63.8196	5,105.56	11,062.06	132,744.76
B826	SR ENGINEER					
		STEP A	42.7247	3,417.97	7,405.61	88,867.37
		STEP B	43.7794	3,502.35	7,588.42	91,061.15
		STEP C	44.8605	3,588.84	7,775.82	93,309.84
		STEP D	45.9684	3,677.47	7,967.85	95,614.27
		STEP E	47.1037	3,768.29	8,164.64	97,975.69
		STEP F	48.2669	3,861.35	8,366.26	100,395.15
		STEP G	49.4589	3,956.71	8,572.87	102,874.51
		STEP H	50.6804	4,054.43	8,784.60	105,415.23
		STEP I	51.9320	4,154.56	9,001.54	108,018.56
		STEP J	53.2145	4,257.16	9,223.84	110,686.16
		STEP K	54.5287	4,362.29	9,451.64	113,419.69
		STEP L	55.8753	4,470.02	9,685.05	116,220.62
		STEP M	57.2552	4,580.41	9,924.23	119,090.81
B827	SR HUMAN RESOURCES ANALYST					
		STEP A	38.4165	3,073.32	6,658.86	79,906.32
		STEP B	39.3646	3,149.16	6,823.19	81,878.36
		STEP C	40.3367	3,226.93	6,991.69	83,900.33
		STEP D	41.3329	3,306.63	7,164.36	85,972.43
		STEP E	42.3537	3,388.29	7,341.30	88,095.69
		STEP F	43.3996	3,471.96	7,522.59	90,271.16
		STEP G	44.4714	3,557.71	7,708.37	92,500.51
		STEP H	45.5697	3,645.57	7,898.74	94,784.97
		STEP I	46.6951	3,735.60	8,093.81	97,125.80
		STEP J	47.8483	3,827.86	8,293.70	99,524.46
		STEP K	49.0299	3,922.39	8,498.51	101,982.19
		STEP L	50.2408	4,019.26	8,708.40	104,500.86
		STEP M	51.4815	4,118.52	8,923.46	107,081.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B828	SR IT ANALYST	STEP A	34.8115	2,784.92	6,033.99	72,407.92
		STEP B	35.6707	2,853.65	6,182.92	74,195.05
		STEP C	36.5516	2,924.12	6,335.61	76,027.32
		STEP D	37.4543	2,996.34	6,492.07	77,904.94
		STEP E	38.3793	3,070.34	6,652.41	79,828.94
		STEP F	39.3271	3,146.16	6,816.69	81,800.36
		STEP G	40.2983	3,223.86	6,985.03	83,820.46
		STEP H	41.2935	3,303.48	7,157.54	85,890.48
		STEP I	42.3133	3,385.06	7,334.30	88,011.66
		STEP J	43.3583	3,468.66	7,515.43	90,185.26
		STEP K	44.4291	3,554.32	7,701.04	92,412.52
		STEP L	45.5263	3,642.10	7,891.22	94,694.70
		STEP M	46.6506	3,732.04	8,086.10	97,033.24
B829	SR PLANNER	STEP A	40.3307	3,226.45	6,990.65	83,887.85
		STEP B	41.3263	3,306.10	7,163.22	85,958.70
		STEP C	42.3469	3,387.75	7,340.12	88,081.55
		STEP D	43.3927	3,471.41	7,521.40	90,256.81
		STEP E	44.4643	3,557.14	7,707.14	92,485.74
		STEP F	45.5624	3,644.99	7,897.48	94,769.79
		STEP G	46.6876	3,735.00	8,092.51	97,110.20
		STEP H	47.8406	3,827.24	8,292.37	99,508.44
		STEP I	49.0220	3,921.76	8,497.14	101,965.76
		STEP J	50.2327	4,018.61	8,707.00	104,484.01
		STEP K	51.4732	4,117.85	8,922.02	107,064.25
		STEP L	52.7444	4,219.55	9,142.36	109,708.35
		STEP M	54.0470	4,323.76	9,368.14	112,417.76
B830	SR POWER ENGINEER	STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J

Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B831	SR POWER PLANT ENGINEER					
		STEP A	59.8134	4,785.07	10,367.65	124,411.87
		STEP B	61.2900	4,903.20	10,623.60	127,483.20
		STEP C	62.8036	5,024.28	10,885.95	130,631.48
		STEP D	64.3546	5,148.36	11,154.79	133,857.56
		STEP E	65.9439	5,275.51	11,430.27	137,163.31
		STEP F	67.5725	5,405.80	11,712.56	140,550.80
		STEP G	69.2412	5,539.29	12,001.80	144,021.69
		STEP H	70.9512	5,676.09	12,298.20	147,578.49
		STEP I	72.7034	5,816.27	12,601.92	151,223.07
		STEP J	74.4989	5,959.91	12,913.14	154,957.71
		STEP K	76.3387	6,107.09	13,232.04	158,784.49
		STEP L	78.2240	6,257.92	13,558.82	162,705.92
		STEP M	80.1558	6,412.46	13,893.67	166,724.06
B833	STREET MAINT SUPERINTENDENT					
		STEP A	42.7162	3,417.29	7,404.14	88,849.69
		STEP B	43.7704	3,501.63	7,586.86	91,042.43
		STEP C	44.8514	3,588.11	7,774.24	93,290.91
		STEP D	45.9590	3,676.72	7,966.22	95,594.72
		STEP E	47.0940	3,767.52	8,162.96	97,955.52
		STEP F	48.2571	3,860.56	8,364.56	100,374.76
		STEP G	49.4488	3,955.90	8,571.12	102,853.50
		STEP H	50.6700	4,053.60	8,782.80	105,393.60
		STEP I	51.9214	4,153.71	8,999.70	107,996.51
		STEP J	53.2036	4,256.28	9,221.95	110,663.48
		STEP K	54.5175	4,361.40	9,449.70	113,396.40
		STEP L	55.8639	4,469.11	9,683.07	116,196.91
		STEP M	57.2435	4,579.48	9,922.20	119,066.48
B832	STREET MAINT SUPERVISOR					
		STEP A	32.5766	2,606.12	5,646.61	67,759.32
		STEP B	33.3807	2,670.45	5,785.98	69,431.85
		STEP C	34.2051	2,736.40	5,928.88	71,146.60
		STEP D	35.0498	2,803.98	6,075.29	72,903.58
		STEP E	35.9154	2,873.23	6,225.33	74,704.03
		STEP F	36.8024	2,944.19	6,379.08	76,548.99
		STEP G	37.7112	3,016.89	6,536.60	78,439.29
		STEP H	38.6425	3,091.40	6,698.03	80,376.40
		STEP I	39.5969	3,167.75	6,863.46	82,361.55
		STEP J	40.5747	3,245.97	7,032.94	84,395.37
		STEP K	41.5768	3,326.14	7,206.64	86,479.74
		STEP L	42.6036	3,408.28	7,384.62	88,615.48
		STEP M	43.6557	3,492.45	7,566.98	90,803.85

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B834	URBAN FORESTER					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39
B835	WATER CONSERVATION ADMINSTR					
		STEP A	38.4381	3,075.04	6,662.60	79,951.24
		STEP B	39.3871	3,150.96	6,827.09	81,925.16
		STEP C	40.3598	3,228.78	6,995.69	83,948.38
		STEP D	41.3565	3,308.52	7,168.46	86,021.52
		STEP E	42.3778	3,390.22	7,345.48	88,145.82
		STEP F	43.4244	3,473.95	7,526.89	90,322.75
		STEP G	44.4968	3,559.74	7,712.77	92,553.34
		STEP H	45.5957	3,647.65	7,903.25	94,839.05
		STEP I	46.7217	3,737.73	8,098.42	97,181.13
		STEP J	47.8756	3,830.04	8,298.43	99,581.24
		STEP K	49.0579	3,924.63	8,503.36	102,040.43
		STEP L	50.2694	4,021.55	8,713.36	104,560.35
		STEP M	51.5109	4,120.87	8,928.55	107,142.67
B836	WATER DISTRIBUTION SUPERVISOR					
		STEP A	34.8445	2,787.56	6,039.71	72,476.56
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B850	WATER DISTRIBUTION SUPT					
		STEP A	42.0794	3,366.35	7,293.76	87,525.15
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2495	3,859.96	8,363.24	100,358.96
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96
B837	WATER QUALITY LAB SUPERVISOR					
		STEP A	36.5854	2,926.83	6,341.46	76,097.63
		STEP B	37.4883	2,999.06	6,497.97	77,975.66
		STEP C	38.4141	3,073.12	6,658.44	79,901.32
		STEP D	39.3628	3,149.02	6,822.88	81,874.62
		STEP E	40.3349	3,226.79	6,991.38	83,896.59
		STEP F	41.3310	3,306.48	7,164.04	85,968.48
		STEP G	42.3517	3,388.13	7,340.96	88,091.53
		STEP H	43.3977	3,471.81	7,522.26	90,267.21
		STEP I	44.4694	3,557.55	7,708.02	92,496.35
		STEP J	45.5676	3,645.40	7,898.38	94,780.60
		STEP K	46.6930	3,735.44	8,093.45	97,121.44
		STEP L	47.8461	3,827.68	8,293.32	99,519.88
		STEP M	49.0277	3,922.21	8,498.13	101,977.61
B838	WATER TRMT PLT CHIEF OPERATOR					
		STEP A	41.8116	3,344.92	7,247.34	86,968.12
		STEP B	42.8437	3,427.49	7,426.24	89,114.89
		STEP C	43.9018	3,512.14	7,609.64	91,315.74
		STEP D	44.9859	3,598.87	7,797.55	93,570.67
		STEP E	46.0969	3,687.75	7,990.12	95,881.55
		STEP F	47.2353	3,778.82	8,187.45	98,249.42
		STEP G	48.4019	3,872.15	8,389.66	100,675.95
		STEP H	49.5972	3,967.77	8,596.84	103,162.17
		STEP I	50.8220	4,065.76	8,809.14	105,709.76
		STEP J	52.0771	4,166.16	9,026.69	108,320.36
		STEP K	53.3632	4,269.05	9,249.62	110,995.45
		STEP L	54.6811	4,374.48	9,478.05	113,736.68
		STEP M	56.0315	4,482.52	9,712.12	116,545.52

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B839	WATER UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15
B840	WSTWTR COLLECTION SUPT					
		STEP A	42.7094	3,416.75	7,402.96	88,835.55
		STEP B	43.7636	3,501.08	7,585.69	91,028.28
		STEP C	44.8444	3,587.55	7,773.02	93,276.35
		STEP D	45.9519	3,676.15	7,965.00	95,579.95
		STEP E	47.0867	3,766.93	8,161.69	97,940.33
		STEP F	48.2496	3,859.96	8,363.26	100,359.16
		STEP G	49.4411	3,955.28	8,569.79	102,837.48
		STEP H	50.6621	4,052.96	8,781.43	105,377.16
		STEP I	51.9133	4,153.06	8,998.30	107,979.66
		STEP J	53.1953	4,255.62	9,220.51	110,646.22
		STEP K	54.5090	4,360.72	9,448.22	113,378.72
		STEP L	55.8552	4,468.41	9,681.56	116,178.81
		STEP M	57.2346	4,578.76	9,920.66	119,047.96
B841	WSTWTR COLLECTION SUPV					
		STEP A	34.8446	2,787.56	6,039.73	72,476.76
		STEP B	35.7046	2,856.36	6,188.79	74,265.56
		STEP C	36.5863	2,926.90	6,341.62	76,099.50
		STEP D	37.4899	2,999.19	6,498.24	77,978.99
		STEP E	38.4157	3,073.25	6,658.72	79,904.65
		STEP F	39.3644	3,149.15	6,823.16	81,877.95
		STEP G	40.3366	3,226.92	6,991.67	83,900.12
		STEP H	41.3327	3,306.61	7,164.33	85,972.01
		STEP I	42.3535	3,388.28	7,341.27	88,095.28
		STEP J	43.3995	3,471.96	7,522.58	90,270.96
		STEP K	44.4713	3,557.70	7,708.35	92,500.30
		STEP L	45.5695	3,645.56	7,898.71	94,784.56
		STEP M	46.6949	3,735.59	8,093.78	97,125.39

CITY OF ROSEVILLE

SALARY SCHEDULE - B

Appendix: J
Percentage:1.000

Effective Date: 03/18/2017

MGTB MANAGEMENT-B

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
B842	WSTWTR TRMT PLT CHIEF OPERATOR					
		STEP A	45.9928	3,679.42	7,972.08	95,665.02
		STEP B	47.1280	3,770.24	8,168.85	98,026.24
		STEP C	48.2919	3,863.35	8,370.59	100,447.15
		STEP D	49.4845	3,958.76	8,577.31	102,927.76
		STEP E	50.7066	4,056.52	8,789.14	105,469.72
		STEP F	51.9588	4,156.70	9,006.19	108,074.30
		STEP G	53.2420	4,259.36	9,228.61	110,743.36
		STEP H	54.5569	4,364.55	9,456.52	113,478.35
		STEP I	55.9042	4,472.33	9,690.06	116,280.73
		STEP J	57.2848	4,582.78	9,929.36	119,152.38
		STEP K	58.6995	4,695.96	10,174.58	122,094.96
		STEP L	60.1492	4,811.93	10,425.86	125,110.33
		STEP M	61.6346	4,930.76	10,683.33	128,199.96
B843	WSTWTR UTILITY MANAGER					
		STEP A	56.5013	4,520.10	9,793.55	117,522.70
		STEP B	57.8958	4,631.66	10,035.27	120,423.26
		STEP C	59.3256	4,746.04	10,283.10	123,397.24
		STEP D	60.7907	4,863.25	10,537.05	126,444.65
		STEP E	62.2920	4,983.36	10,797.28	129,567.36
		STEP F	63.8304	5,106.43	11,063.93	132,767.23
		STEP G	65.4068	5,232.54	11,337.17	136,046.14
		STEP H	67.0220	5,361.76	11,617.14	139,405.76
		STEP I	68.6772	5,494.17	11,904.04	142,848.57
		STEP J	70.3733	5,629.86	12,198.03	146,376.46
		STEP K	72.1112	5,768.89	12,499.27	149,991.29
		STEP L	73.8921	5,911.36	12,807.96	153,695.56
		STEP M	75.7169	6,057.35	13,124.26	157,491.15

Position Allocation/Staffing Report
by Department and Location ("Division")

1.0	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
Department: 86 ROSEVILLE ELECTRIC				
Div/Loc: 08600 - ELECTRIC - ADMINISTRATION				
086000084	ADMIN TECHNICIAN	1.000	1.000	
086000071	ADMINISTRATIVE ASSISTANT (C)	1.000	1.000	
086005605	ASST ELEC UTIL DIR-FIN & ADMIN	1.000	0.000	1.000
086001548	DATA MANAGEMENT SPECIALIST II	1.000	1.000	
086001645	DEPT PUBLIC INFO OFFICER	1.000	1.000	
086001312	ELECTRIC BUSINESS ANALYST II	3.000	2.000	1.000
086002346	ELECTRIC RATES & FINANCIAL ADM	1.000	1.000	
086002358	ELECTRIC TECHNOLOGY SYST SUPV	1.000	1.000	
086002359	ELECTRIC TECHNOLOGY SYSTS TECH	3.000	2.000	1.000
086002320	ELECTRIC UTILITY DIRECTOR	1.000	1.000	
086004517	MARKET & COMMUNICATIONS ANA II	1.000	1.000	
086007128	SR ELECTRIC BUSINESS ANALYST	2.000	2.000	
08600B739	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08600 - ELECTRIC - ADMINISTRATION:		17.000	15.000	2.000
Div/Loc: 08605 - ELEC REGULATORY-LEGISLATIVE SV				
086050084	ADMIN TECHNICIAN	1.000	1.000	
086050050	ADMINISTRATIVE ANALYST II	1.000	1.000	
086052335	ELECTRIC COMPLIANCE ANALYST	2.000	2.000	
086052348	ELECTRIC REG COMPL ADMINSTR	1.000	1.000	
TOTAL FOR LOC/DIV 08605 - ELEC REGULATORY-LEGISLATIVE SV:		5.000	5.000	
Div/Loc: 08611 - ELECTRIC ENGINEERING				
086110084	ADMIN TECHNICIAN	1.000	1.000	
086110395	ASSISTANT ELECTRIC UTILITY DIR	1.000	1.000	
086112330	ELECTRIC DRAFTING TECH II	2.000	2.000	
086112345	ELECTRIC ENGINEERING TECH II	4.000	3.000	1.000
086112284	ELECTRIC ENGINEERING TECH SUPV	1.000	1.000	
086113412	GIS ANALYST II	1.000	0.000	1.000
086114957	OFFICE ASSISTANT II	1.000	1.000	
086115596	POWER ENGINEER II	4.000	3.000	1.000
086115505	POWER ENGINEERING MANAGER	1.000	1.000	
086117151	SR POWER ENGINEER	2.000	2.000	
086112340	ELECTRIC ENGINEERING TECH I	0.000	1.000	(1.000)
08611B229	PWR ENGINEER II	0.000	1.000	(1.000)
08611B454	GIS ANALYST I	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08611 - ELECTRIC ENGINEERING:		18.000	18.000	
Div/Loc: 08614 - ELECT CONST & MAINTENANCE				
086149250	ELEC UTILITY INSPECTION TECH	2.000	0.000	2.000
086140150	ELECTRIC APPRENTICE LINE TECH	0.000	1.000	(1.000)
086142280	ELECTRIC LINE CONST SUPERVISOR	2.000	2.000	
086142285	ELECTRIC LINE TECH	14.000	10.000	4.000
086142286	ELECTRIC LINE TROUBLESHOOTER	4.000	3.000	1.000
086142212	ELECTRIC MATERIALS TECH II	3.000	3.000	
086142338	ELECTRIC OPERATIONS MANAGER	1.000	1.000	
086142254	ELECTRIC PREV DATA SYSTEM TECH	2.000	1.000	1.000
086142352	ELECTRIC SAFETY COORDINATOR	1.000	1.000	
086142319	ELECTRIC SUBSTATION SUPERVISOR	1.000	1.000	
086142350	ELECTRIC SYSTEM DISPATCHER	3.000	2.000	1.000
086142360	ELECTRIC UTILITY TECHNICIAN I	0.000	3.000	(3.000)
086142362	ELECTRIC UTILITY TECHNICIAN II	17.000	11.000	6.000
086144957	OFFICE ASSISTANT II	1.000	1.000	

Position Allocation/Staffing Report
by Department and Location ("Division")

PCN	Position Title	Allocated FTE	Staffed FTE	(Over)/ Under Staffed Variance
086147118	SR ELECTRIC LINE TECHNICIAN	5.000	5.000	
086147169	SR ELECTRIC MATERIALS TECH	1.000	1.000	
086147124	SR ELECTRIC METERING TECH	1.000	1.000	
086147126	SR ELECTRIC SUBSTATION TECH	3.000	3.000	
086147168	SR ELECTRIC SYSTEM DISPATCHER	1.000	1.000	
086142421	ELECTRIC PRE-APPRENTICE	0.000	2.000	(2.000)
08614B213	ELECTRIC UTILITY TECHNICIAN I	0.000	1.000	(1.000)
08614B214	ELECTRIC UTILITY TECHNICIAN II	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08614 - ELECT CONST & MAINTENANCE:		62.000	56.000	6.000
Div/Loc: 08616 - ELECTRIC POWER PLANT				
086162210	ELECTRIC MATERIALS TECH I	0.000	1.000	(1.000)
086162212	ELECTRIC MATERIALS TECH II	1.000	0.000	1.000
086162362	ELECTRIC UTILITY TECHNICIAN II	1.000	1.000	
086163608	INSTRUMENT & CONTROL TECH	2.000	2.000	
086164957	OFFICE ASSISTANT II	1.000	1.000	
086165600	POWER GENERATION SUPERINTENDEN	1.000	1.000	
086165591	POWER PLANT ENGINEER II	1.000	1.000	
086165530	POWER PLANT OPS & MAINT SUPVS	2.000	2.000	
086165526	PWR PLNT MECHANIC	3.000	1.000	2.000
086165523	PWR PLNT OPERATOR/TECH II	8.000	8.000	
086165555	SR POWER PLANT ENGINEER	1.000	1.000	
086167152	SR POWER PLANT OPERATOR/TECH	4.000	4.000	
08616B232	POWER PLANT MECHANIC	0.000	2.000	(2.000)
TOTAL FOR LOC/DIV 08616 - ELECTRIC POWER PLANT:		25.000	25.000	
Div/Loc: 08621 - POWER SUPPLY				
086210084	ADMIN TECHNICIAN	1.000	1.000	
086218553	ASST ELEC UTIL DIR-RESOURCES	1.000	1.000	
086212314	ELECTRIC RESOURCES ANALYST I	0.000	2.000	(2.000)
086212316	ELECTRIC RESOURCES ANALYST II	7.000	2.000	5.000
086212354	ELECTRIC RISK MGMT ADMINISTRAT	1.000	1.000	
086215535	POWER SUPPLY & PORTFOLIO ADMST	1.000	1.000	
086211312	ELECTRIC BUSINESS ANALYST II	0.000	1.000	(1.000)
TOTAL FOR LOC/DIV 08621 - POWER SUPPLY:		11.000	9.000	2.000
Div/Loc: 08623 - RETAIL SRVCS-PUBLIC BENEFITS				
086231312	ELECTRIC BUSINESS ANALYST II	1.000	1.000	
086236285	ELECTRIC CUSTOMR PROGRAMS SUPV	1.000	0.000	1.000
086232466	ENERGY PROGRAM TECHNICIAN	4.000	4.000	
086232501	ENERGY SERVICES ACCOUNT REP II	2.000	2.000	
086233810	KEY ACCOUNTS REPRESENTATIVE	1.000	0.000	1.000
086234957	OFFICE ASSISTANT II	1.000	0.000	1.000
086237163	SR ENERGY SERVICES ACCOUNT REP	1.000	1.000	
TOTAL FOR LOC/DIV 08623 - RETAIL SRVCS-PUBLIC BENEFITS:		11.000	8.000	3.000
TOTAL FOR DEPARTMENT 86 - ROSEVILLE ELECTRIC:		149.000	136.000	13.000
Grand Totals:		149.000	136.000	13.000



COUNCIL COMMUNICATION

CC #: 8339

File #: 5817

Title: Second Reading - Municipal Code Amendment - Cooperative Purchasing

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

Meeting Date: 3/15/2017

Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5817 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.12.105 OF CHAPTER 4.12 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COOPERATIVE PURCHASING, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Shannon Wiest, Purchasing & Warehouse Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5817

ORDINANCE NO. 5817

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
4.12.105 OF CHAPTER 4.12 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING COOPERATIVE PURCHASING

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 4.12.105 of Chapter 4.12 of Title 4 of the Roseville Municipal Code is hereby amended to read as follows:

4.12.105 Cooperative purchasing.

A. Local Agencies. The purchasing officer may purchase services, supplies and equipment without complying with the bidding requirements of this chapter, if such purchases are made under an agreement or cooperative purchasing program entered into by any local governmental jurisdiction or public agency, regardless of whether the city is a named party to the agreement or an actual participant in such a program. However, the provisions of this subsection may be utilized only if: (1) the agreement or cooperative purchasing program was entered into pursuant to a bidding or request for proposal (RFP) process which substantially conforms to the city's competitive bidding or RFP requirements; and (2) the agreement or cooperative purchasing program is still in full force and effect, but was not entered into by the local governmental jurisdiction or public agency more than three (3) years prior to the city's approval of a binding obligation to purchase services, supplies, or equipment.

B. State and Federal Government. The purchasing officer may purchase services, supplies and equipment without complying with the bidding or RFP requirements of the city, if such purchases are based on any master agreement, cooperative agreement, or other types of agreements entered into by any state or the United States of America that would offer the city the benefits of those entities' buying power, regardless of whether the city is a named party to such agreements. Examples include, but are not limited to, National Association of State Procurement Officials Value Point (NASPO Value Point) or National Intergovernmental Purchasing Alliance (National IPA) Contracts.

C. Multiple-Award Schedules. The purchasing officer may purchase services, supplies and equipment without complying with the bidding or RFP requirements of the city, if such purchases are based on any multiple-award schedules developed through a competitive process, regardless of whether the city is a named party to such schedules. Examples include, but are not limited to, California Multiple Award Schedules (CMAS) and the Federal General Services Administration (GSA).

When purchasing pursuant to section B or C above, the city should select the best value vendor. In determining best value, the city shall consider the following factors:

1. Price, including any additional price reductions offered;
2. Past performance;

3. Special features of the services, supplies or equipment required for effective performance;
4. Trade-in considerations;
5. Probable life of the item selected when compared with that of a comparable item;
6. Warranty considerations;
7. Maintenance availability and expense;
8. Environmental and energy efficiency considerations;
9. Delivery terms;
10. Location of the vendor.

D. Best Interests. Prior to purchasing any services, supplies or equipment under this section, the purchasing officer must determine that the procurement is in the best interests of the city.

E. Price. Any services, supplies or equipment purchased under this section must be purchased at the same or lower price as the local, state or federal governmental jurisdiction, or public agency, except that the city may approve variation in price of not more than fifteen (15) percent for customizing the order or for modifications or variations in the city's best interests. In the event the agreement, cooperative agreement, or multiple award schedule offers a list of services, supplies or equipment for the local, state or federal governmental jurisdiction, or public agency to choose from, the city may select any of the offered services, supplies or equipment, so long as the services, supplies or equipment are offered at the same or lower price as the services, supplies or equipment offered to the local, state or federal governmental jurisdiction, or public agency.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8338
File #: 0316-04

Title: Second Reading - Municipal Code Amendment - 2017 Speed Limit Ordinance Update
Contact: Jerome Pastor 916-746-1352 jpastor@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5816 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 adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Jerome Pastor, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance No. 5816

ORDINANCE NO. 5816

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

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 11.28.010 of Chapter 11.28 of Title 11 of the Roseville Municipal Code is hereby amended to read as follows:

11.28.010 Change in speed limits set by state law.

Pursuant to authority contained in Sections 22357 and 22358 of the Vehicle Code, the city council determines upon the basis of an engineering and traffic survey that the prima facie speed limits set forth in this section would facilitate the orderly movement of vehicular traffic and would be reasonable and safe, except when passing school grounds, and it is determined that a speed limit greater than those hereinafter set forth would be more than is reasonable or safe. It is declared that the prima facie speed limits hereinafter set forth are established according to law:

1. Alexandra Drive:
 - a. Between East Roseville Parkway and Secret Ravine Parkway, 40 mph;
2. All-America City Boulevard:
 - a. Between Los Vegas Avenue and Washington Boulevard, 25 mph;
3. Angus Road:
 - a. Between Fiddymment Road and Casa Sedona Drive, 35 mph;
4. Antelope Creek Drive:
 - a. Between Galleria Boulevard and Creekside Ridge Drive, 30 mph,
 - b. Between Creekside Ridge Drive and end, 35 mph;
5. Atkinson Street:
 - a. Between Foothills Boulevard and Church Street, 40 mph,
 - b. Between Foothills Boulevard and PFE, 45 mph;
6. Atlantic Street:
 - a. Between Yosemite Street and Interstate 80, 40 mph;
7. Auburn Boulevard:
 - a. Between Riverside and city limits, 35 mph;

8. Automall Drive: 30 mph;
9. Baseline Road:
 - a. Between Foothills Boulevard and Fiddymment Road, 45 mph;
10. Berry Street:
 - a. Between 156 Berry Street and Galleria Boulevard, 35 mph;
11. Blue Oaks Boulevard:
 - a. Between Fiddymment Road and eastern city limits, 45 mph,
 - b. Between Fiddymment Road and Hayden Parkway, 50 mph;
12. Bob Doyle Drive:
 - a. Between Kennerleigh Parkway and Hayden Parkway, 35 mph;
13. Brady Lane:
 - a. Between Vineyard Road and Baseline Road, 40 mph;
14. Casa Sedona Drive:
 - a. Between Angus Road and Crocker Ranch Road, 30 mph;
15. Central Park Drive:
 - a. Between Fairway Drive and Highland Park Drive, 25 mph;
16. Chase Drive:
 - a. Between Roseville Parkway and Heritage Drive, 30 mph;
17. Church Street:
 - a. Between Atkinson Street and Washington Boulevard, 35 mph;
18. Cirby Hills Drive:
 - a. Between Cirby Way and end, 30 mph;
19. Cirby Way:
 - a. Between Foothills Boulevard and Old Auburn Boulevard, 40 mph;
20. Commerce Drive:
 - a. Vernon Street and Roseville Road, 35 mph;
21. Country Club Drive:

- a. Between Baseline Road and Pleasant Grove Boulevard, 35 mph;
- 22. Creekside Ridge Drive:
 - a. Between Roseville Parkway and end, 25 mph;
- 23. Crocker Ranch Road:
 - a. Between Blue Oaks Boulevard and Opal Drive, 35 mph;
- 24. Del Webb Boulevard:
 - a. Between Fiddymment Road and Blue Oaks Boulevard, 35 mph;
- 25. Diamond Creek Boulevard:
 - a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
- 26. Douglas Boulevard:
 - a. Between Vernon Street and I-80, 30 mph,
 - b. Between I-80 and Rocky Ridge, 35 mph,
 - c. Between Rocky Ridge Drive and Sierra College Boulevard, 45 mph;
- 27. Eastridge Drive:
 - a. Between Old Auburn Road and Weston Way, 30 mph;
- 28. East Roseville Parkway:
 - a. Between Taylor Road and Sierra College Boulevard, 45 mph,
 - b. Between Sierra College Boulevard and eastern City limits, 40 mph;
- 29. Estates Drive:
 - a. Between Folsom Road and Harding Boulevard, 25 mph;
- 30. Eureka Road:
 - a. Between Interstate 80 and Sierra College Boulevard, 40 mph;
- 31. Fairway Drive:
 - a. Between northern city limits and Stanford Ranch Road, 40 mph;
- 32. Fiddymment Road:
 - a. Between Pleasant Grove Boulevard and northern city limits, 45 mph,
 - b. Between Pleasant Grove Boulevard and Baseline Road, 50 mph;

33. Fidelity Way:
 - a. Between Blue Oaks Boulevard and Freedom Way, 30 mph;
34. Folsom Road:
 - a. Between Vernon Street and Douglas Boulevard, 25 mph;
35. Foothills Boulevard:
 - a. Between Cirby Way and Blue Oaks Boulevard, 45 mph,
 - b. Between Blue Oaks Boulevard and northern city limits, 40 mph;
36. Freedom Way:
 - a. Between Industrial Avenue and Washington Boulevard, 40 mph;
37. Galilee Road:
 - a. Between Pleasant Grove Boulevard and Industrial Avenue, 35 mph;
38. Galleria Boulevard:
 - a. Between Harding Boulevard and Roseville Parkway, 45 mph,
 - b. Between Roseville Parkway and SR-65, 40 mph;
39. Gibson Drive:
 - a. Between Roseville Parkway (E) and Roseville Parkway (W), 40 mph;
40. Hallissy Drive:
 - a. Between Washington Boulevard and Pleasant Grove Boulevard, 30 mph;
41. Harding Boulevard:
 - a. Between Douglas Boulevard and Estates Drive, 30 mph,
 - b. Between Estates Drive and Lead Hill Boulevard, 35 mph,
 - c. Between Lead Hill Boulevard and Wills Road, 40 mph;
42. Hayden Parkway:
 - a. Between Fiddymment Road and Blue Oaks Boulevard, 35 mph;
43. Highland Park Drive:
 - a. Between Fairway Drive and Pleasant Grove Boulevard, 30 mph,
 - b. Between Pleasant Grove Boulevard and Stanford Ranch, 35 mph;

44. Hillsborough Drive:
 - a. Between East Roseville Parkway and Eureka Road, 35 mph;
45. Industrial Avenue:
 - a. Between Northern city limits and Washington Boulevard, 45 mph;
46. Junction Boulevard:
 - a. Between Baseline Road and Foothills Boulevard, 45 mph,
 - b. Between Foothills Boulevard and Washington Boulevard, 40 mph;
47. Kennerleigh Parkway:
 - a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 35 mph;
48. Kenroy Lane:
 - a. Between Riverside Avenue and end, 25 mph;
49. Lead Hill Boulevard:
 - a. Between Harding Boulevard and North Sunrise Avenue, 35 mph,
 - b. Between North Sunrise Avenue and East Roseville Parkway, 40 mph;
50. Main Street:
 - a. Between Foothills Boulevard and Porter Drive, 35 mph;
51. Market Street:
 - a. Between Pleasant Grove Boulevard and westerly end, 35 mph;
52. McAnally Drive:
 - a. Between Foothills Boulevard and Woodcreek Oaks Boulevard, 35 mph;
53. Melody Lane:
 - a. Between Cirby Way and West Whyte Avenue, 35 mph;
54. Miners Ravine Drive:
 - a. Between Sierra College Boulevard and Copperleaf Street, 30 mph;
55. Monument Drive:
 - a. Between Pleasant Grove Boulevard and Bob Doyle Drive, 30 mph;
56. New Meadow Drive:

- a. Between Blue Oaks Boulevard and Parkside Way, 35 mph;
- 57. Niblick Drive:
 - a. Between Blue Oak Boulevard and end, 35 mph;
- 58. North Cirby Way:
 - a. Between Thistle Down Drive and East Roseville Parkway, 35 mph;
- 59. Northpark Drive:
 - a. Between Woodcreek Oaks Boulevard and Parkside Drive, 35 mph;
- 60. North Sunrise Avenue:
 - a. Between Douglas Boulevard and Lead Hill Boulevard, 35 mph,
 - b. Between Lead Hill Boulevard and East Roseville Parkway, 40 mph;
- 61. Oak Crest Drive:
 - a. Between Alexandra Drive and Frensham Drive, 25 mph;
- 62. Old Auburn Road:
 - a. Between South Cirby and the easterly city limit line, 45 mph,
 - b. Between Sierra College Boulevard and East Roseville Parkway, 35 mph,
 - c. Between South Cirby and the southern city limit line, 35 mph;
- 63. Olympus Drive:
 - a. Between Professional Drive and East Roseville Parkway, 30 mph,
 - b. Between East Roseville Parkway and Sierra College Boulevard, 40 mph;
- 64. Opal Drive:
 - a. Between Crocker Ranch Road and Parkside Way, 35 mph;
- 65. Opportunity Drive:
 - a. Vineyard Road and end, 30 mph;
- 66. Orchard View Road:
 - a. Between Blue Oaks Boulevard and Harcourt Way, 30 mph;
- 67. Orlando Avenue:
 - a. Between Cirby Way and Riverside Avenue/Auburn Boulevard, 40 mph;

- 68. Painted Desert Drive:
 - a. Between Prairie Woods and Woodcreek Oaks, 30 mph;
- 69. Parkhill Drive:
 - a. Between McLaren Drive and East Roseville Parkway, 35 mph;
- 70. Parkside Drive:
 - a. Between Opal Drive and Diamond Creek Boulevard, 35 mph,
 - b. Between Diamond Creek and McCloud Way, 25 mph,
 - c. Between McCloud Way and New Meadow Drive; 35 mph;
- 71. Park Regency Drive:
 - a. Between Hiawatha Drive and Junction Boulevard, 30 mph,
 - b. Between Junction Boulevard and Casterbridge Drive, 35 mph;
- 72. P.F.E. Road:
 - a. Between Atkinson Street and the western city limits, 45 mph;
- 73. Phillip Road:
 - a. Between Westpark Drive and end, 40 mph;
- 74. Pioneer Road:
 - a. Between Pleasant Grove Boulevard and Trehowell Drive, 30 mph;
- 75. Pleasant Grove Boulevard:
 - a. Between western city limits and Rocklin city limits, 45 mph;
- 76. Prairie Woods Way:
 - a. Between Blue Oaks and Painted Desert, 30 mph;
- 77. Professional Drive:
 - a. Between Rocky Ridge Drive and Olympus Drive, 30 mph;
- 78. Reserve Drive:
 - a. Between Diamond Oaks Road and Roseville Parkway, 25 mph,
 - b. Between Diamond Oaks Road and Berry Street, 35 mph;
- 79. Riverside Avenue:

- a. Between I-80 and Darling Way, 35 mph,
- b. Between Darling Way and Douglas Boulevard, 25 mph;
- 80. Rocky Ridge Drive:
 - a. Between East Roseville Parkway and Cirby Way, 40 mph;
- 81. Roseville Parkway:
 - a. Between Washington Boulevard and Taylor Road, 45 mph;
- 82. Roseville Road:
 - a. Between Cirby Way and the southern city limits, 45 mph;
- 83. Scarborough Drive:
 - a. Between Secret Ravine Parkway and northern city limits, 40 mph;
- 84. Secret Ravine Parkway:
 - a. Between East Roseville Parkway and Sierra College Boulevard, 45 mph;
- 85. Sierra Boulevard:
 - a. Between Roseville Street and Alta Vista, 30 mph;
- 86. Sierra College Boulevard:
 - a. Between Olympus Drive and Old Auburn Road, 45 mph,
 - b. Between Olympus and city limits, 50 mph;
- 87. Sierra Gardens Drive:
 - a. Between Douglas Boulevard and North Sunrise Avenue, 30 mph;
- 88. South Cirby Way:
 - a. Between Rocky Ridge Drive and Old Auburn Road, 40 mph;
- 89. Stanford Ranch Road:
 - a. Between Highway 65 and northern city limits, 40 mph;
- 90. Stone Point Drive:
 - a. Between North Sunrise and Rocky Ridge Drive, 35 mph;
- 91. Sun City Boulevard:
 - a. Between Pleasant Grove Boulevard and Del Webb Boulevard, 35 mph;

92. Sunrise Avenue:
 - a. Between Douglas Boulevard and Cirby Way, 35 mph,
 - b. Between Cirby Way and city limits, 40 mph;
93. Taylor Road:
 - a. Between Eureka Road and northern city limits, 45 mph;
94. Trehowell Drive:
 - a. Between Chase Drive and Pioneer Road, 30 mph;
95. Trestle Road:
 - a. Between Roseville Parkway and Hallissy Drive, 25 mph;
96. Vernon Street:
 - a. Between Folsom Road and Riverside Avenue, 25 mph,
 - b. Between Riverside Avenue and 6th Street, 35 mph,
 - c. Between 6th Street and Cirby Way, 40 mph;
97. Village Green Drive:
 - a. Between Fiddymment Road and Bob Doyle Drive, 35 mph;
98. Vineyard Road:
 - a. Between Atkinson Street and Brady Lane, 40 mph;
99. Washington Boulevard:
 - a. Between Oak Street and Elefa Street, 35 mph,
 - b. Between Elefa Street and Blue Oaks Boulevard, 45 mph;
100. Westhills Drive:
 - a. Between Fiddymment Road and Morningstar Drive, 35 mph;
101. Westpark Drive:
 - a. Between Phillip Road and Bickleigh Loop, 45 mph,
 - b. Between Bickleigh Loop and Bob Doyle Drive, 35 mph;
102. Woodcreek Oaks Boulevard:
 - a. Between Baseline Road and Horncastle Avenue, 40 mph,

- b. Between Horncastle Avenue and northern city limits, 45 mph;
103. Yosemite Street:
- a. Between Atlantic Street and Shasta Street, 25 mph.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 0600-02

File #: 8319

Title: Out of State Travel Request - Fire Department
Contact: Brian Diemer 916-746-1392 bdiemer@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.25.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council approve out-of-state travel for the staff-member from the Fire Department as a City representative. Staff will attend two separate multi-city seminars designed specifically for fire service personnel responsible for specifying and procuring fire personal protective equipment (PPE). The Seminar 1 will occur March, 2017 and Seminar 2 will occur May, 2017

BACKGROUND

The Roseville Fire Department is continuously maintaining and developing specifications for structural personal protective equipment (PPE) in order to maintain safety for Fire Department employees and response reliability for the citizens of Roseville. There is a constant change in technologies, performance, regulations, and maintenance recommendations as it pertains to PPE.

In an effort to perform due diligence when developing specifications for new PPE, a number of manufacturers are researched. Two of the PPE manufacturers, Lion and Globe are offering week long training and product seminars fully funded by the manufacturers. These are multi-city seminars to capture the safety materials side and the manufacturing side of the overall PPE production process. Training will include: latest safety equipment, technological advancements, PPE limitations, and National Fire Protection Association (NFPA) safety standards for both manufacturers Fire Department responsibilities and Fire Service end users. Lion and Globe are two of the largest domestic and international fire PPE manufacturers globally. Both Lion and Globe have committed to pay all travel expenses, room accommodations, and seminar materials for 1 Roseville Fire PPE program manager. These PPE seminars are routinely performed by fire departments to evaluate capabilities, workmanship, and to develop ideas to meet communities emergency response needs. PPE manufactures provide education on current industry trends, contemporary manufacturing processes, and compliance with standards pertaining to PPE manufacturing. In addition other regional fire department program managers will be attending these seminars allowing for better regional collaboration in regards to PPE.

FISCAL IMPACT

All costs related to travel for the City employee, including air fare, transportation, lodging and meals is being covered by Lion and Globe Manufacturing. Staff costs are limited to backfilling the attendee's normal shift assignment. The total shift impact will be two days for each class or a total of four shifts between the two classes. All staffing costs are within current department budgets with no additional funds requested. The total staff costs for the two trips not exceed \$ 3,177.00

ECONOMIC DEVELOPMENT / JOBS CREATED

None

ENVIRONMENTAL REVIEW

This out-of state travel request is not considered a "project" as defined by the California Environmental Quality Act (CEQA). Consequently no CEQA action is required.

Respectfully Submitted,

Brian Diemer, Assistant Fire Chief

Rick Bartee, Fire Chief



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8323

File #: 0709-02-01

Title:	HOUSING AUTHORITY - Housing Authority Status Report - Housing Choice Voucher Program
Contact:	Suzanne Acrell 916-774-5469 sacrell@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 7.26.

RECOMMENDATION TO COUNCIL

The Council, acting as the Roseville Housing Authority, is not required to take any action on this item. This report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority, the Authority is required to hold its quarterly meeting the first Wednesday of March, June, September, and December or as soon as possible thereafter. Staff has prepared the following Status Report regarding the lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance at any rental unit in city limits that meets program housing quality standards and has a willing landlord. This rental assistance ensures that the household is able to afford rent and live in safe, decent housing.

Recently, the Roseville Housing Authority received a thank you letter from the parents of a participant with a disability. As parents of an individual in need of affordable housing, they said they "appreciate the Housing Authority staff for all that they do for the people who need extra help." They went on to say that "the guidance and assistance provided make the process so much easier, and Housing Authority staff provides a wonderful service." The letter closed with a statement that "our son is truly blessed to be able to participate in it (the Housing Choice Voucher Program)."

The Roseville Housing Authority (RHA) is authorized to provide 663 households with HCV (Housing Choice Voucher) rental assistance. This total includes 75 vouchers allocated to the RHA specifically for families on our waiting list with a head-of-household, or spouse, that are non-elderly and disabled (NED vouchers), and 26 Veterans' Affairs Supportive Housing (VASH) vouchers used with veteran households that come by referral from the Veterans' Affairs (VA) Department. As of December 31, 2016, 72 of the NED vouchers were leased and no additional vouchers were issued or leased. Twelve of the VASH vouchers were leased and 3 vouchers were issued but not yet leased. The HCV Program is federally-funded through the US Department of Housing and Urban Development (HUD).

The term “lease-up” refers to the number of families receiving rental assistance from the Roseville Housing Authority; lease-up is tracked on a calendar-year basis. The lease-up rate can fluctuate on a monthly basis in order to maintain up to an annual average of 100% of the allocated vouchers. To be in compliance with HUD’s regulations, the lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type) or 100% of its annual budget authority, plus available reserves. As of the end of calendar year 2016, the lease-up rate for the regular vouchers was 99.04%; the rate for NED vouchers was 97.33%, and the rate for VASH vouchers was 38.60%. The Roseville Housing Authority works with the VA to obtain referrals for the available VASH vouchers. Given that these are still fairly new vouchers, with 8 VASH vouchers added to the RHA’s authorization as recently as June 2016, it has been challenging to identify available housing units for VASH households within the low-vacancy local rental market, particularly amongst smaller units often needed by these households. Staff is working on outreach to local landlords in hopes of boosting the lease up rate in the VASH Program and will be converting a number of VASH vouchers to project-based vouchers, where they will be attached to an apartment. In addition to Housing Authority staff’s efforts to reach out to landlords to increase voucher use, the two Housing Coordinators currently funded through Placer County have been assisting clients in identifying housing options, applying for housing, and ultimately securing housing. This additional assistance has been very useful to many residents looking for housing in the area, particularly those who are homeless or at-risk of homelessness.

The Roseville Housing Authority is authorized to provide rental assistance to very-low income families in both Roseville and Rocklin. There are 124 of Roseville Housing Authority Housing Choice Vouchers leased-up in the City of Rocklin.

The Roseville Housing Authority also administers the Family Self-Sufficiency (FSS) Program which is a component of the HCV Program. The FSS Program provides assistance to families who are working to become free of all public assistance. The Roseville Housing Authority has 25 families enrolled in this program.

This table provides a monthly summary of the RHA’s voucher programs, with an overview of calendar year 2016:

	HUD Regular Voucher Allocation (562)	Actual Lease-up of Regular Vouchers	HUD Non- Elderly Disabled Voucher Allocation (75)	Actual Lease-up of Non-Elderly Disabled Vouchers	HUD Allocation of VASH Vouchers (26)	Actual Lease-up of VASH Vouchers
Jan 2016	562	560	75	75	18	8
Feb 2016	562	556	75	74	18	7
Mar 2016	562	551	75	75	18	8
April 2016	562	555	75	73	18	8
May 2016	562	545	75	73	18	7
June 2016	562	552	75	72	26	8
July 2016	562	552	75	72	26	7
August 2016	562	553	75	74	26	10
September 2016	562	561	75	73	26	10
October 2016	562	564	75	71	26	9
November 2016	562	565	75	72	26	11
December 2016	562	565	75	72	26	12
YTD Total	6,744	6,679	900	876	272	105

YTD % Leased	99.04%	97.33%	38.60%
-------------------------	---------------	---------------	---------------

FISCAL IMPACT

The Housing Authority provides an important social service to ensure safe and affordable housing for our residents. Safe and affordable housing is an essential component to the foundation of our community's economic stability.

This Housing Authority status report does not create any additional cost to the City's General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA), a three-member council that analyzes and interprets economic developments, and advises the President of the United States on national economic policy.

Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending.

Based on the federal guideline of one job for every \$92,000 in direct governmental spending, the Roseville Housing Authority's annual budget for rental assistance (over \$4,000,000) will result in approximately 43 jobs created.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Suzanne Acrell, Housing Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8341
File #: 0102-10

Title: Resolution of Commendation and Appreciation to Michelle Nordquist
Contact: Roy VanNess 916-774-5553 rvanness@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 7.27.

RECOMMENDATION TO COUNCIL

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

BACKGROUND

Not applicable

FISCAL IMPACT

Not applicable

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

Not applicable

Respectfully Submitted,

Roy VanNess, Mapping Supervisor

Rich Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution of Commendation and Appreciation to Michelle Nordquist

City of Roseville RESOLUTION

of COMMENDATION AND APPRECIATION

WHEREAS, Michelle Kara Nordquist began her distinguished career with the City of Roseville on May 5, 2001 and has chosen to retire after 15 years of dedicated service; and

WHEREAS, Michelle started as a Customer Service Representative with Parks and Recreation on May 5th, 2001, promoted to Administrative Clerk with the Environmental Utilities Department on February 11, 2002, promoted to Engineering Technician on May 13, 2007, and promoted to Geographic Information System Analyst on June 30th, 2012; and

WHEREAS, Michelle's career with the City of Roseville spanned administrative support duties which brought her into the world of Automated Mapping, Facilities Management and Geographic Information System Industry; and

WHEREAS, Michelle's efforts contributed to the Finance Department for the recording and tracking of water & recycled water fixed assets, and to the Solid Waste Division in creating new residential and green waste pick up routes; and

WHEREAS, Michelle was instrumental in the implementation of the Departmental Document Management System receiving an accommodation from the Director of Environmental Utilities for her leadership and efforts; and

WHEREAS, Michelle deservingly received the Environmental Utilities HEROE (Honoring Excellence and Rewarding Outstanding Employees) award in October 2008 for her tremendous support with the Regional Water Quality Control Board project and the BESAFE (Building Emergency Safety and Fire Equipment) program; and

WHEREAS, NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **MICHELLE KARA NORDQUIST** be commended for her outstanding service and dedication to the City of Roseville, congratulated for her many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 15th day of March, 2017.

SUSAN ROHAN, MAYOR

ATTEST:

SONIA OROZCO, CITY CLERK
CITY OF ROSEVILLE, CALIFORNIA





COUNCIL COMMUNICATION

CC #: 8343
File #: 0102-03

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

Meeting Date: 3/15/2017
Item #: 8.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the March 1, 2017 City Council/Housing Authority meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

Respectfully Submitted,

Sonia Orozco, City Clerk

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

Rob Jensen, City Manager

ATTACHMENTS:

Description

March 1, 2017



MINUTES

March 1, 2017

CITY COUNCIL MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan called the March 1, 2017 City Council/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

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

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Allard.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken.
Speakers are requested to restrict comments to the item as it appears on the agenda

and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

No public comment received.

NOTICE TO THE PUBLIC

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

6. CONSENT CALENDAR

Motion by Bonnie Gore, seconded by John Allard, to drop item 6.3 from the agenda to be relisted on a future agenda, remove item 6.15 for presentation, and approve the remaining items as recommended. The Motion Passed.

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

Absent: Herman

NOTICE TO THE PUBLIC

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

6.1. Roller Compacted Concrete Pilot Project - Award of Contract, Execution of Agreement and Budget Adjustment

Memo from Assistant Engineer Noah Siviglia and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-79 APPROVING AN AGREEMENT BETWEEN CITY OF ROSEVILLE AND PAPICH CONSTRUCTION CO., INC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5806 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends that the

City Council award the Roller Compacted Concrete Pilot Project to lowest responsive bidder, Papich Construction Co., Inc., in the amount of \$7,359,599.99 with authorization for staff to exceed the award amount by 10% (\$735,960.00) as a construction contingency. A budget adjustment is necessary in the amount of \$1,700,000.00 from the Highway Users Tax, \$1,500,000.00 from Traffic Mitigation Fees, \$4,850,000.00 from the Local Transportation Fund, and \$350,000.00 from Gas Tax. No General Funds are being used. This project will replace the failed asphalt concrete pavement on portions of Washington Boulevard, Atkinson Street, Denio Loop, and Hickory Street with roller compacted concrete pavement. Curb ramp upgrades within the project limits are also included to ensure that all curb ramps meet current Americans with Disabilities Act standards.

CC #: 8294

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

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

6.2. Toyota Gas Powered Forklift (RFQ 01-3122) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Toyota Material Handling as the lowest responsive bidder for RFQ 01-3122 for one gas powered Toyota Forklift to replace vehicle number 90-699. The forklift is used by the Public Works Traffic Signal Maintenance Division staff for the materials handling of heavy and bulky stock items that cannot be moved by hand or with a hand truck. The total cost of the forklift including tax and options is \$29,758.00. Funding for this vehicle is included in the FY2016-17 Auto Replacement Budget.

CC #: 8288

File #: 0203-13

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

Resolutions

6.3. AB 2021 Energy Efficiency Targets

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-82 APPROVING ROSEVILLE ELECTRIC UTILITY'S ENERGY EFFICIENCY TARGETS. Staff recommends Council approve Roseville Electric Utility's energy efficiency targets for the next 10 year period as required by California Assembly Bill 2021. There is no financial impact from the approval of the 10 year energy efficiency targets.

CC #: 8300

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Item 6.3 dropped from the agenda to be relisted on a future agenda.

6.4. Water System Interconnection Agreement

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-84 APPROVING AN INTERCONNECTION AGREEMENT BETWEEN CITRUS HEIGHTS WATER DISTRICT AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will formalize the operations, maintenance and water cost between two existing interconnections and the construction of two future interconnections. The interconnections benefit the City by providing emergency and backup water supply that increases the City's water system reliability. There is no fiscal impact as a result of signing the agreement

CC #: 8303

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

6.5. City of Roseville Debt Management Policy and Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982

Memo from Administrative Analyst Jeannine Thrash and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-85 ADOPTING A DEBT MANAGEMENT POLICY AND GOALS AND POLICIES CONCERNING THE USE OF MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982. This item approves changes to the City of Roseville Debt Management Policy effective January 31, 2017 and the City of Roseville Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982 effective January 31, 2017. Neither the Debt Management Policy nor the Goals and Policies Concerning the Use of Mello-Roos Community Facilities Act of 1982 will have any impact on the City's General Fund.

CC #: 8304

File #: 0206 & 0206-03

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

6.6. Mobility Management Grant Amendment and Authorization

Memo from Financial Analyst Elizabeth Haydu and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-83 APPROVING CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD AGREEMENT AMENDMENT NO. 1 AND AUTHORIZING CITY MANAGER TO SUBMIT A FEDERAL TRANSPORTATION ADMINISTRATION (FTA) SECTION 5310 GRANT APPLICATION AND EXECUTE ALL RELATED FORMS AND AGREEMENTS. This item requests authorization to amend an agreement between the City and Caltrans for use of Federal Transit Administration (FTA) Section 5310 funds for the South Placer Mobility Management Program extending the time frame of the agreement to November 15, 2018, but will not otherwise modify the grant. This item also requests authorization to submit a new grant application to Caltrans for additional FTA Mobility Management grant funds in an amount up to \$160,000.00 with up to \$40,000.00 in matching funds to

continue the South Placer Mobility Management Program for an additional two years. General fund monies are not being used for this program.

CC #: 8301

File #: 0214 & 0721-03

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

6.7. Mike Shellito Indoor Pool Splash Pad Phase 1 Project - Notice of Completion

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-78 ACCEPTING THE PUBLIC WORK KNOWN AS MIKE SHELLITO INDOOR POOL SPLASH PAD PHASE 1 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 Mike Shellito Indoor Pool Splash Pad Phase 1 Project 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. Phase 1 included an outdoor recirculating water play area located within the existing fenced area of the Mike Shellito Indoor Pool. 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 approved in the FY2012-13 budget through the general city-wide park fund.

CC #: 8293

File #: 0707

CONTACT: Rjahja Canlas 916-772-7529 rcanlas@roseville.ca.us

6.8. HOUSING AUTHORITY - Software Upgrade Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles recommending City Council acting as the Housing Authority adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 2-17 APPROVING A BUDGET ADJUSTMENT FOR FISCAL YEAR 2016-2017. This item will use Housing Authority funds and make the necessary budget adjustment in the amount of \$8,139.00 in order to fund a software upgrade to the Housing Authority's Housing Pro software program. The source of funds for the upgrade are included in the available resources of Housing Authority Fund. This action has no impact on the General Fund.

CC #: 8291

File #: 0709 & 0201-01

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

Ordinances (for introduction and first reading)

6.9. 2017 Speed Limit Ordinance Update

Memo from Assistant Engineer Jerome Pastor and Public Works Director Rhon Herndon recommending 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. This item requests that Council approve the annual speed limit ordinance update. This will ensure the City's speed limits will be in compliance with state law and will be radar enforceable. There is no fiscal impact.

CC #: 8289

File #: 0316-04

CONTACT: Jerome Pastor 916-746-1352 jpastor@roseville.ca.us

6.10. Cooperative Purchasing - Municipal Code Amendment

Memo from Purchasing and Warehouse Manager Shannon Wiest and Central Services Director Paul Diefenbach recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 4.12.105 OF CHAPTER 4.12 OF TITLE 4 OF THE ROSEVILLE MUNICIPAL CODE REGARDING COOPERATIVE PURCHASING. These revisions were made to reflect the City's current business needs, and will increase the number of cooperative agreements the City is able to leverage, ultimately saving the City time and money. There is no fiscal impact from the proposed ordinance amendment.

CC #: 8290

File #: 0203

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

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

6.11. Blue Oaks Commerce Center Project - Materials Testing Service Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Guy Howes and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-81 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND RMA GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5808 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve an amendment increasing the service agreement by \$10,000.00 to a new not-to-exceed amount of \$28,767.13, and approving a budget adjustment in the amount of \$10,000.00. These funds are considered "pass-through" monies, in which all plan check and inspection service expenses are reimbursed by the applicant/developer. There is no General Fund impact.

CC #: 8298

File #: 0800-06 & 0201-01

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

6.12. On-Call Construction Inspection Services - Professional Services Agreement Amendment and Budget Adjustment

Memo from Senior Engineer Guy Howes and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-80 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5807 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. Multiple departments have utilized this on-call construction inspection services agreement and have nearly exhausted the original not-to-exceed budget of \$500,000.00, thus the necessity to request Council approve the amendment to the original master agreement and approve the requested budget adjustment for an additional \$500,000.00. The actions requested as part of this item have no impact to the City's General Fund. All funds are considered "pass-through".

CC #: 8297

File #: 0800-06 & 0201-01

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

Reports / Requests

6.13. Out of State Travel Request - Police Department

Memo from Department Information Officer Dee Dee Gunther and Police Chief Daniel Hahn recommending Council approve out of state travel for a police sergeant to attend a hostage negotiation conference in Saint Petersburg, Florida, from June 4-9, 2017. The conference will include speakers and training in negotiation-related psychology, stress management, case studies, and other topics of interest to hostage negotiators. All costs are being paid by California Association of Hostage Negotiators, and the travel will be at no cost to the City.

CC #: 8287

File #: 0600-02

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

6.14. Out of State Travel Request - Economic Development Housing Division

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles with a request for Council to approve out-of-state travel for one Housing Analyst of the Housing Division of the Economic Development Department to attend a 2.5 day training for the federally-funded Community Development Block Grant (CDBG) program. This Housing and Urban Development-hosted training is free of charge and the associated cost of \$1,375.00 to cover airfare, per diem, and lodging was approved in the FY2016-17 budget for the CDBG program.

CC #: 8302

File #: 0600-02

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

Ceremonial Documents

6.15. Proclamation - Child Abuse Prevention Month

Proclaim April 2017 as Child Abuse Prevention month and reaffirm dedication to protecting the children of the community, and call upon citizens to increase their participation in awareness of preventing child abuse.

CC #: 8295

File #: 0102-06

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

Item 6.15 removed from the Consent Calendar for presentation.

Mayor Susan Rohan presented the proclamation to Barbara Besana, Kids First Executive Director, who responded.

6.16. Resolution of Commendation and Appreciation to Mike Bloom

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

CC #: 8296

File #: 0102-10

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

6.17. Proclamation - Keaton Raphael Memorial St. Baldrick's Foundation

Proclaim March 4, 2017 as Keaton Raphael Memorial, St. Baldrick's Foundation Head Shaving Event and urge citizens to support organizations that offer assistance and services to children diagnosed with cancer, and their families.

CC #: 8305

File #: 0102-06

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

6.18. Resolution of Commendation and Appreciation to Sheriff Edward N Bonner

Sheriff Edward N. Bonner be commended for his outstanding service and dedication to the City of Roseville and Placer County, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8306

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Community Facilities Districts True-Up to Levies - Budget Adjustment

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5809 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 Finance Department does a yearly review of City budget numbers to those submitted to the County on the tax levies. This budget adjustment changes the City budgeted numbers to those collected on the tax bill. Each district has enough funds to cover these additional costs and there is no impact to the General Fund.

CC #: 8299

File #: 0206-03 & 0201-01

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

Chief Financial Officer Jay Panzica made the presentation to Council.

No public comment received.

Motion by Bonnie Gore, seconded by John Allard, to adopt ORDINANCE NO. 5809 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 Motion Passed.

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

Absent: Herman

8. SPECIAL REQUESTS/REPORTS/PRESENTATION

8.1. Midyear Performance Report

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica with the Midyear Performance Report Fiscal Year 2016-17 providing financial information on the General Fund, major enterprise funds, and developer impact fees. This item is a performance report only and has no fiscal impact.

CC#: 8292

File#: 0202-02

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

No public comment received.

Council consensus to provide a quarterly budget update.

9. COUNCIL / STAFF / REPORTS/ COMMENTS

Tech Team Graduation - Councilmember Alvord and Mayor Rohan reported.

Electric Plant and Wastewater Treatment Plant Tours - Councilmember Alvord reported.

Falls Event Center Ribbon Cutting Event - Mayor Rohan reported.

Absent: Herman

10. ADJOURNMENT

Motion by Bonnie Gore, seconded by John Allard, to adjourn the meeting at 7:48 p.m. The Motion Passed.

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

Absent: Herman



COUNCIL COMMUNICATION

CC #: 8337
File #: 0800-03

Title: AB 2021 Energy Efficiency Targets
Contact: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 9.1.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution approving Roseville Electric Utility's energy efficiency targets for the next 10 year period as required by California Assembly Bill (AB) 2021. There is no financial impact from the approval of the 10 year energy efficiency targets.

BACKGROUND

California AB 2021, as modified under AB 2227, requires publicly-owned utilities to identify all potentially achievable, cost effective, reliable and feasible energy efficiency savings opportunities, and establish 10 year targets for energy efficiency savings every four years.

Through the collection of a mandated public benefits charge to its customers, Roseville Electric Utility funds various voluntary customer energy efficiency programs, as well as other demand side management programs, investment in renewable energy, research, development and demonstration projects, along with services for low income customers. Revenues from the electric utility's public benefit charge are used to support the programs directly in Roseville, and the savings from the energy efficiency programs are required to be reported annually to the California Energy Commission (CEC). These programs are an important element in helping customers reduce their electricity costs and are key to help the utility achieve its energy efficiency targets and related regulatory requirements.

The 10 year targets required by AB 2021 are reflected as a percentage of Roseville Electric Utility's forecasted energy sales, along with the associated amount of energy (shown in megawatt-hours). The utility's previous 10 year targets were approved by City Council in 2007, 2010 and 2013. To comply with AB 2021, Roseville Electric Utility, along with other members of the California Municipal Utilities Association (CMUA) worked with a consultant to develop the energy efficiency targets for the publically-owned utilities in California. Roseville Electric Utility also worked with the consultant to model the potential for energy efficiency specifically in Roseville based on the unique building, economic, demographic, technological, and climate characteristics for the city. Attached is a summary of the currently approved targets for CMUA members.

For Roseville Electric Utility, the 10 year targets required by AB 2021 must be approved by the

City Council. Upon approval by City Council, the utility will report the 10 year targets to the CEC.

Annual Energy Efficiency Targets 2018 – 2027

The recommended 10 year targets (2018 - 2027) for Roseville Electric Utility are shown in the following table.

Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
MWH	8,413	8,549	8,995	9,578	10,063	10,000	9,275	8,556	7,977	7,895
Goal as a % of Energy Sold	.71	.72	.76	.81	.85	.85	.80	.74	.70	.70

The average energy efficiency savings projected over the next 10 year period is 8,930 megawatt-hours annually, representing .76 percent of Roseville Electric Utility's forecasted energy sales. This is an approximate 15 percent increase over the previously approved targets.

Roseville Electric Utility's average performance for the past three years was .86 percent of energy sales, exceeding the previous target of .64 percent. The results were primarily due to the rapid adoption of interior and exterior LED technology retrofits in FY 2015, 2016 and 2017 and the implementation of the Home Energy Reports residential behavior program in 2015.

Currently, California's Title 24 building codes significantly influence energy efficiency retrofit savings that are eligible to apply towards meeting the AB 2021 targets. Title 24 also sets the direction to achieve net zero energy in new homes after 2020. At this time it is unclear how Title 24 will be revised to achieve the "net zero home" or what impact this will have on reportable energy efficiency savings for meeting the AB 2021 targets. The Roseville Public Utilities Commission recommended approval of these targets on February 28, 2017.

Roseville Electric Utility recommends City Council approval of the updated 10 year energy efficiency targets.

FISCAL IMPACT

There is no financial impact from the approval of the 10 year energy efficiency targets.

ECONOMIC DEVELOPMENT / JOBS CREATED

The establishment of these goals support energy efficiency projects in Roseville. Energy efficiency projects for residential and commercial customers have potential to create jobs and stimulate economic development.

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 AB 2021 Efficiency Targets project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Renee Laffey, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-82

CMUA Member 2014-2023 EE Targets

RESOLUTION NO. 17-82

APPROVING ROSEVILLE ELECTRIC UTILITY'S ENERGY EFFICIENCY TARGETS

WHEREAS, AB 2021 requires each local publicly-owned utility to establish annual targets for energy reductions for their customers for the next ten-year period; and

WHEREAS, to comply with AB 2021, the City Council must adopt updated annual targets and report them to the California Energy Commission by June 1 of every third year;

WHEREAS, staff recommends the following Roseville Electric Utility's Energy Efficiency Targets for 2018 through 2027:

Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
MWH	8,413	8,549	8,995	9,578	10,063	10,000	9,275	8,556	7,977	7,895
Goal as a % of Energy Sold	.71	.72	.76	.81	.85	.85	.80	.74	.70	.70

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby approves Roseville Electric Utility's Energy Efficiency Targets for 2018 through 2027.

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

APPENDIX B: 10-YEAR ENERGY SAVINGS TARGETS

The table below contains the 10-year energy savings targets for POUs in California, as required by §9505(b) of the Public Utilities Code. The targets were developed using the Energy Efficiency Resource Assessment Model (EERAM), developed by Navigant. For more information on utility-specific models, please see Appendices C & D in the 2013 version of this report, which can be downloaded at:

<http://cmua.org/wpcmua/wp-content/uploads/2013/03/FINALv3-SB-1037-AB-2021-Report-Appendices.pdf>

All POUs – Annual Targets (MWh), 2014-2023

Utility	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10-Year Total	% of Sales Forecast
Alameda	1,154	1,100	1,158	1,247	1,061	1,081	1,108	1,196	1,346	1,617	12,068	0.32%
Anaheim	24,026	24,425	24,228	25,742	24,585	24,842	25,254	25,480	25,567	25,204	249,353	1.01%
Azusa	2,570	2,585	2,568	2,573	2,342	2,438	2,411	2,567	2,386	2,316	24,756	0.95%
Banning	472	546	532	591	573	621	715	730	802	852	6,434	0.35%
Biggs	35	39	42	46	47	49	51	52	52	51	464	0.27%
Burbank	9,947	10,739	11,124	11,281	10,852	11,677	12,111	13,037	12,977	12,829	116,574	0.89%
Colton	966	1,273	1,614	1,759	1,911	2,137	2,435	2,610	3,804	3,712	22,221	0.64%
Corona	313	316	326	334	325	359	374	361	374	385	3,467	0.43%
Glendale	11,782	11,671	11,151	11,607	11,486	11,371	12,120	12,830	13,214	13,548	120,780	1.07%
Gridley	170	170	170	170	170	170	170	170	170	170	1,700	0.51%
Healdsburg	260	266	293	336	348	382	429	441	598	535	3,888	0.44%
Imperial	14,508	14,986	15,563	16,656	16,014	17,001	18,073	19,091	19,419	19,240	170,551	0.49%
LADWP	278,000	310,000	442,000	515,000	541,000	520,000	471,000	240,000	161,000	118,000	3,596,000	1.37%
Lassen	249	266	268	290	305	313	338	333	347	364	3,073	0.21%
Lodi	2,735	2,904	3,155	3,492	3,359	3,543	3,617	3,737	4,311	5,081	35,934	0.79%
Lompoc	168	186	203	229	195	212	232	246	258	268	2,197	0.16%
Merced	1,581	1,486	1,179	1,392	1,140	1,040	1,099	1,148	1,386	1,274	12,725	0.27%
Modesto	15,950	17,104	18,196	18,986	18,254	18,974	19,233	19,162	18,770	17,862	182,491	0.67%
Moreno Valley	286	276	269	277	251	272	284	303	304	309	2,831	0.17%
Needles	72	90	107	128	139	159	177	195	215	229	1,511	0.18%
Palo Alto	6,078	6,257	6,248	6,245	6,248	6,260	6,809	6,846	7,412	7,452	65,855	0.63%
Pasadena	12,750	12,750	12,750	12,750	12,750	12,750	12,750	12,750	12,750	12,750	127,500	1.00%
Pittsburg Power	140	134	122	123	128	124	122	120	125	122	1,260	0.65%
Plumas-Sierra	126	128	144	146	133	128	178	150	233	198	1,564	0.10%
Port of Oakland	91	97	101	104	103	106	108	111	108	105	1,034	0.15%
Rancho Cucamonga	441	449	470	509	550	598	600	656	634	711	5,618	0.51%
Redding	3,045	3,224	3,318	3,458	3,207	3,384	3,581	3,857	4,207	4,349	35,630	0.44%
Riverside	18,399	19,099	18,870	19,756	19,317	20,287	23,368	24,469	25,889	25,865	215,317	1.00%
Roseville	7,713	7,768	8,037	8,007	7,499	7,790	7,260	7,697	8,094	8,479	78,344	0.64%
SF PUC	4,353	4,353	4,857	4,857	4,857	2,970	2,536	2,806	2,806	2,806	37,201	0.35%
Shasta Lake	230	524	299	239	261	243	256	269	361	368	3,049	0.16%
Silicon Valley	24,076	24,387	23,079	22,848	22,407	21,274	20,961	20,174	18,923	18,282	216,411	0.66%
SMUD	172,000	175,000	178,000	180,000	182,000	184,000	186,000	187,000	189,000	191,000	1,824,000	1.52%
Trinity	68	86	103	122	118	143	161	180	203	219	1,403	0.14%
Truckee Donner	1,367	1,521	1,558	1,552	1,080	1,134	1,103	1,121	1,198	1,204	12,838	0.79%
Turlock	9,570	10,081	13,232	11,996	13,674	12,666	13,698	15,601	16,159	17,372	134,049	0.61%
Ukiah	450	450	448	428	364	404	395	391	414	423	4,167	0.32%
Vernon	6,417	6,631	6,609	6,664	6,592	6,561	6,454	6,377	7,060	7,065	66,430	0.51%
Victorville	102	124	146	172	202	231	260	291	341	370	2,239	0.31%
CALIFORNIA	632,660	673,491	812,537	892,111	915,847	897,694	857,831	634,555	563,217	522,986	7,402,928	1.08%

**TID's fiscal year is the calendar year and adopted goals for 2013-2022.



COUNCIL COMMUNICATION

CC #: 8336

File #: 1003 & 0201-01

Title: 401 Oak Street and Adjacent Properties Purchase and Sale Agreement

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

Meeting Date: 3/15/2017

Item #: 10.1.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council take the following action:

1. Adopt a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement between the University Development Foundation (UDF) and the City of Roseville for the sale of 401 Oak Street and adjacent properties, subject to conditions, in the amount of \$190,000.00, see Attachment A;
2. Adopt a Resolution approving the Professional Services Agreement with Mark Thomas & Company for professional engineering services (preparation of flood certificate, tentative and final map) and authorizing the City Manager to execute said agreement, see Attachment B; and
3. Adopt an Ordinance approving a Budget Adjustment allocating \$53,406.00 from the Building Improvement Fund to cover the costs of due diligence items required for property sale (appraisal and engineering/mapping services), see Attachment C.

BACKGROUND

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. At that time, the City Council authorized staff to begin negotiations and to bring back a purchase and sale agreement for further consideration. The negotiations were to include:

1. Selling the property at fair market value,
2. Retaining an engineer to prepare a flood certificate, legal metes and bounds property description, and process a merger and resubdivision to create three legal parcels for sale,
3. Identifying critical timeframes. Please refer to Attachment D for a copy of the proposal for engineering services, and
4. Including a provision to ensure that the property sold to UDF is used for post secondary education by the University of Warwick.

The City of Roseville retained Seevers, Jordan, and Ziegenmeyer Real Estate Appraisal & Consultation services to prepare a property appraisal. The property appraisal was received on December 1, 2016. The appraisal took into consideration existing site conditions including, but not

limited to:

1. Certain portions of the property located within the 100 year flood plain,
2. Prior remediation of portions of the building of asbestos,
3. Known underground and above ground fuel tanks, and
4. The completion of a flood certificate and parcel merger and resubdivision to create three legal parcels for sale. Please refer to Attachment E for a copy of the draft subdivision map and legal metes and bounds property description.

According to the property appraisal, the fair market value is \$190,000.00. This fair market value considers the future demolition costs, underground storage tank removal, and completion of required engineering services, see Attachment F - Seevers, Jordan, and Ziegenmeyer Real Estate Appraisal & Consultation property appraisal 12/1/16.

Pursuant to California Government Code §54222, the City of Roseville provided notice of surplus property for sale or lease to the housing authority, school facilities, and parks and recreation department. All entities responded with no interest in acquiring and/or leasing said property.

The UDF and City of Roseville have developed a Purchase and Sale Agreement identifying the terms and conditions of the property sale. This Agreement provides for the sale of 401 Oak Street and adjacent properties for a sum of \$190,000.00 subject to the conditions identified below. In addition, the Agreement requires the following conditions to be completed within ninety (90) days of City Council approval:

1. A Parking and Access Easement Agreement - To allow for the joint use of the parking lot located at 225 Taylor Road, adjacent to the library, as a public parking lot. The parking lot consists of 39 parking spaces and a loading/unloading area for deliveries to/from the library, as shown in Attachment E - conceptual Parcel 1 and Attachment H - aerial of existing parking lot,
2. Lease Agreement - To lease back portions of the 401 Oak Street building for Fire Operations purposes. Specifically, engine bays, operations offices, fire dormitory, laundry and work out areas,
3. Temporary Construction Easement - To allow for future access and construction activities for the construction of the Downtown Pedestrian Bridge (aka 3rd bridge), as shown in Attachment E - conceptual Parcel 3 and Attachment G - conceptual Downtown Pedestrian Bridge,
4. Memorandum of Agreement - Shall be recorded against title detailing the City's Repurchase Right and Right of First Refusal. In the event UDF does not expend \$500,000 in costs in improving the property within twenty-four months after the close of escrow, the City has the right to repurchase the property for the purchase price, together with 2% interest, plus reimbursement to UDF of environmental remediation and improvement costs. In addition, for a period of five years following the close of escrow, the City has the right of first refusal to repurchase the property in the event UDF attempts to sell to a third party. The purchase terms in such a situation would be on the same terms and conditions as offered by the third party in a bona fide offer.
5. Grant Deed or Use Restriction - Prohibiting occupancy of the lower floor area due to its location within the 100 year floodplain and requiring that future development be rebuilt in compliance with City's Flood Damage Prevention Ordinance and FEMA requirements.
6. Removal of Under and Above Ground Fuel Tanks - To require removal of under and above ground fuel tanks, pursuant to Title 23 California Code of Regulations §2672 permanent closure requirements.

Pursuant to approval of the Purchase and Sale Agreement, staff will bring back the above noted due diligence documents for City Council consideration, within ninety (90) days of Council approval. Staff has estimated a property escrow of six (6) months wherein the City will be working on: 1) the processing of the tentative subdivision map and the recordation of the final map; 2) facilitation of a demolition and tenant improvement permit(s); and 3) coordination of the relation of the Fire Operations to 80 Lincoln Street - new Fire Station #1 site.

FISCAL IMPACT

A Budget Adjustment allocating \$53,406.00 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, please refer to Attachment C - Budget Adjustment and Attachment E - Conceptual Subdivision Map. These costs will be offset from the proceeds of the future real estate transaction.

ECONOMIC DEVELOPMENT / JOBS CREATED

Use of the site by the University of Warwick as a postsecondary education facility will generate significant economic benefit to the City of Roseville. During the first three years, it is expected that the graduate school will bring 50-100 students and 20 faculty. In consideration of this request, staff also finds use of the postsecondary educational facility to be in the City's best interest for the following reasons:

- The request is consistent with the Downtown Specific Plan's (DTSP) intent to ultimately dispose of the 401 Oak Street properties for private development that further the DTSP goals;
- The request is consistent with the City's Higher Education Taskforce (HET) goal for securing higher education within the City. Studies show that higher education is the fundamental building block in terms of supporting economic development. Local businesses require a pool of educated workers from which to hire their employees, in addition they may require continuing education for their employees. Colleges and universities, both public and private, are a valuable resource for economic development; and
- The request meets City Council 2016-2017 goals and priorities for developing and promoting economic development, creation of a great downtown, and for encouraging investment in the City's core neighborhoods.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approval of the Purchase and Sale Agreement, the Professional Sale Agreement with Mark Thomas for professional engineering services, and Budget Adjustment do not include the potential for a significant effect and therefore are not subject to CEQA.

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-104

Placeholder for Purchase and Sale Agreement

Resolution No. 17-105

Attachment B: Mark Thomas - 401 Oak Street and Adjacent Properties Signed PSA

Ordinance No. 5815

Attachment C: Budget Adjustment for 401 Oak Street and Adjacent Properties

Attachment D: Mark Thomas Proposal for Flood Cert, Tentative & Final Map

Attachment E: 401 Oak Street and Adjacent Properties Map and legal metes & bounds

Attachment F: 401 Oak Street and Adjacent Properties Appraisal and Invoice

Attachment G: Conceptual Downtown Pedestrian Bridge

Attachment H: Aerial of Existing Parking Lot

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 ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") dated for reference purposes only as of March __, 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

with a copy to:

City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
E-mail: 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

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

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 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. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and Buyer has caused this Agreement to be executed.

SELLER:

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
CHRIS ROBLES
Economic Development Director

BUYER:

UNIVERSITY DEVELOPMENT
FOUNDATION, a non-profit public benefit
corporation

BY: _____
its: _____

and

BY: _____
its: _____

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**.

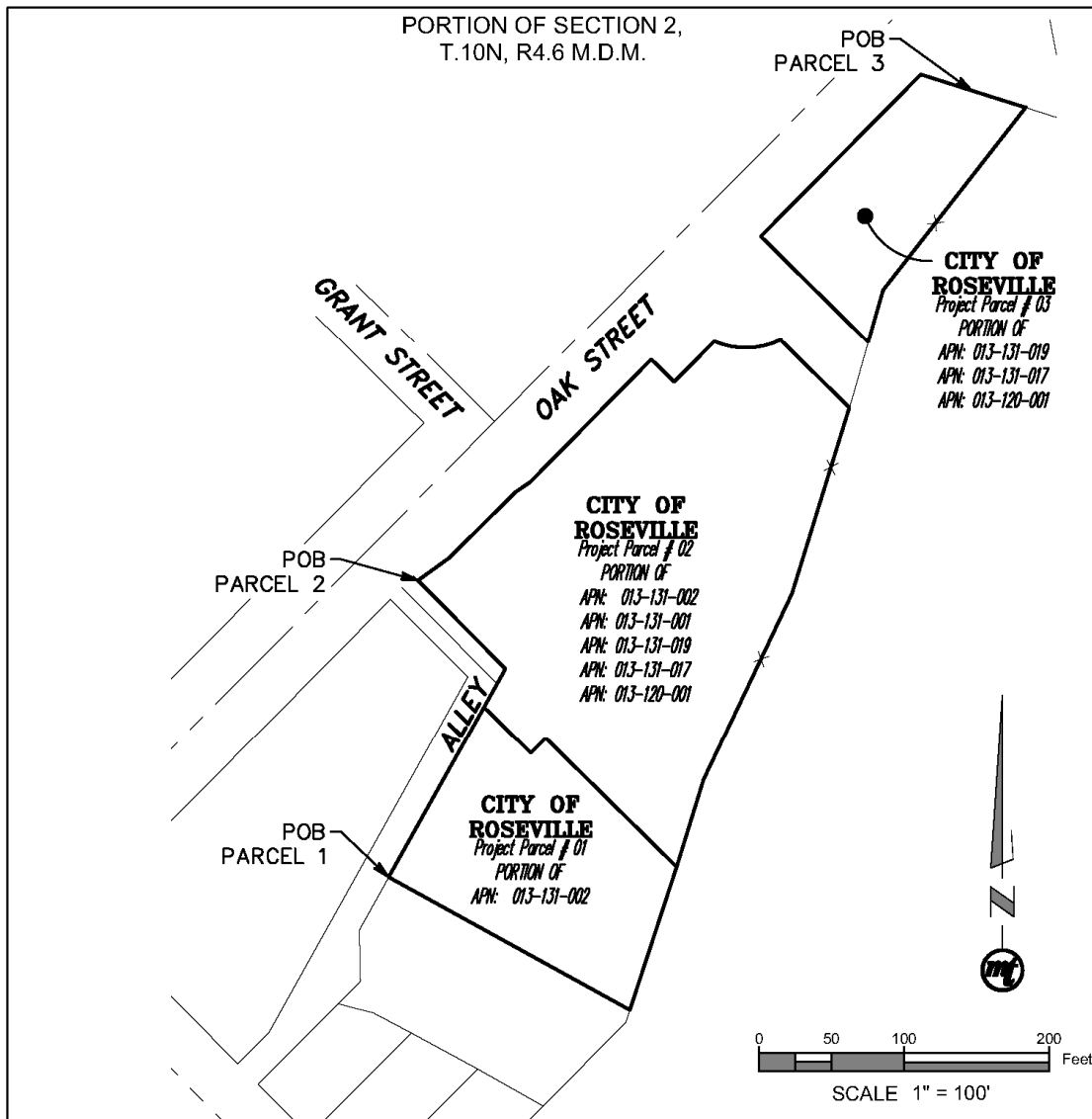
Containing 0.32 acres or 14,077 square feet, more or less.

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.

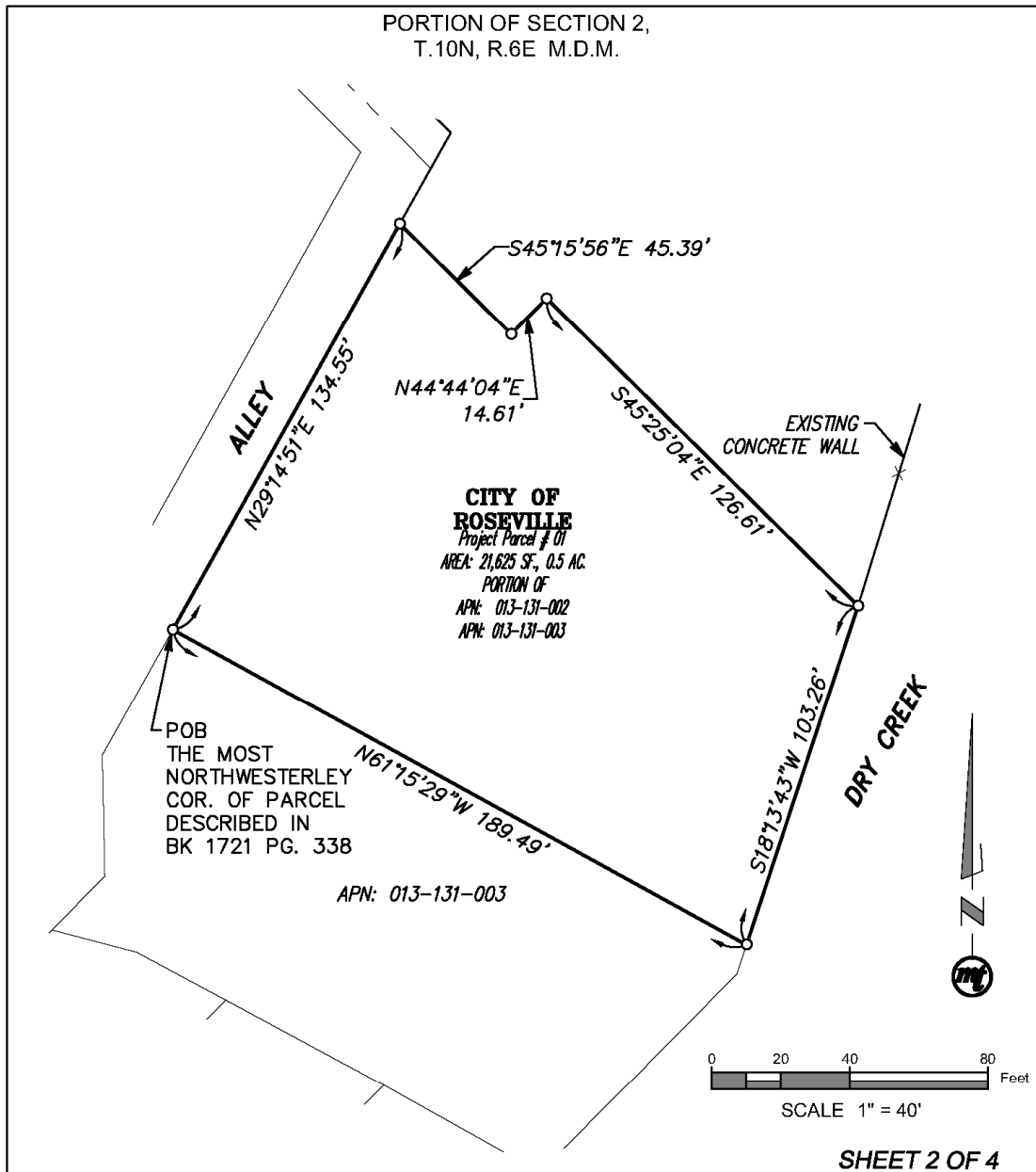
Scale: 1" = 100'
Date Dec. 2016
Drawn By CMD
Checked By MJS

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 CDAVIS



mt Mark
Thomas &
Company
Inc.

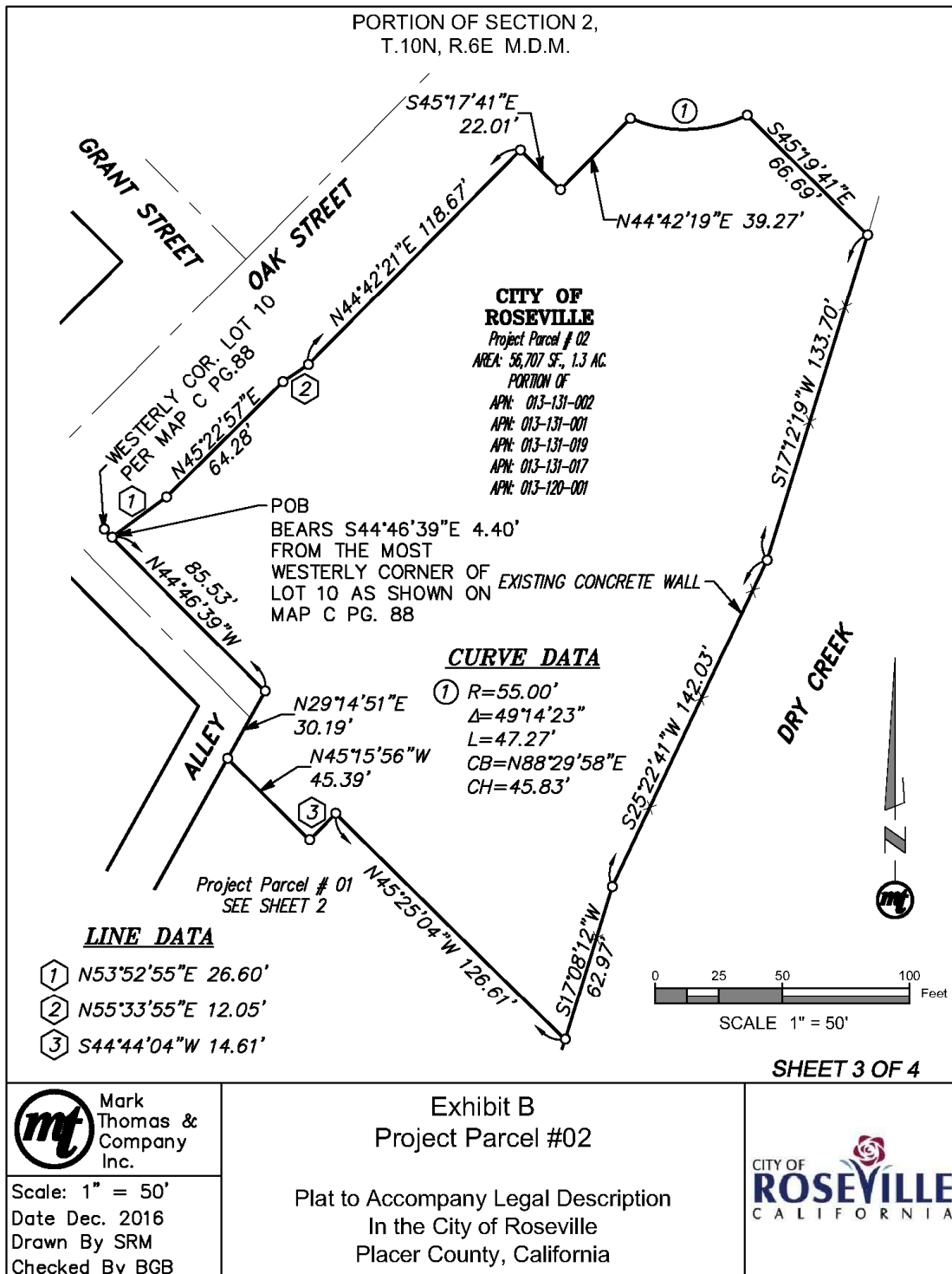
Scale: 1" = 40'
Date Dec. 2016
Drawn By SRM
Checked By BGB

Exhibit B
Project Parcel #01

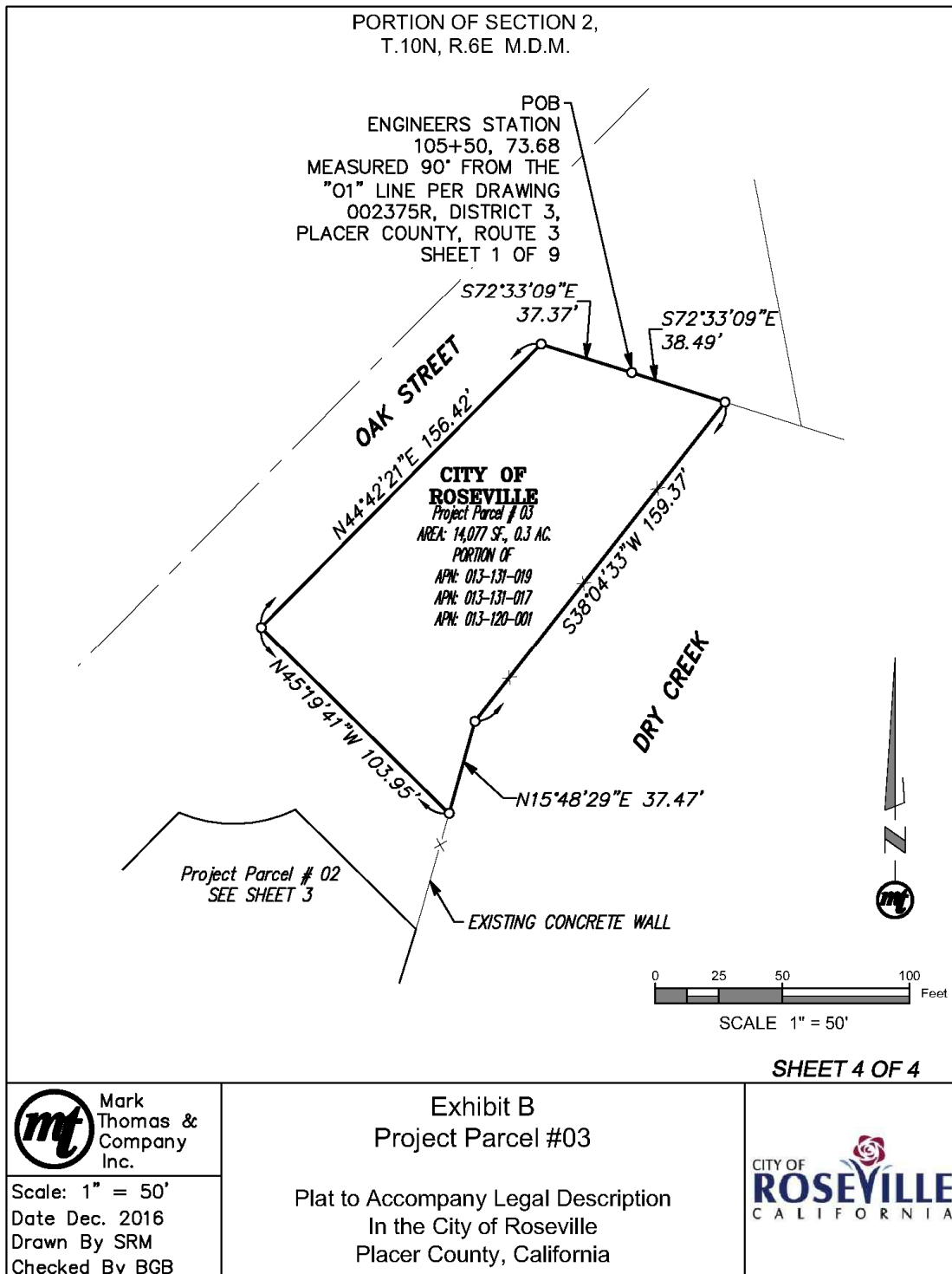
Plat to Accompany Legal Description
In the City of Roseville
Placer County, California



J:\ROSEVILLE-SA-16155-FIRESTATION NEW PARCEL\SURVEY\PRODUCTION FILES\EXHIBITS\RFS-CONCEPTUAL PARCELS.DWG 2015-12-15 CDAVIS



J:\ROSEVILLE-SA-16155-FIRESTATION NEW PARCEL\SURVEY\PRODUCTION FILES\EXHIBITS\RFS-CONCEPTUAL PARCELS.DWG 2015-12-15 CDAVIS



J:\ROSEVILLE-SA-16155-FIRESTATION NEW PARCEL\SURVEY\PRODUCTION FILES\EXHIBITS\RFS-CONCEPTUAL PARCELS.DWG 2015-12-15 CDAVIS

EXHIBIT C

Form of Parking and Access Easement Agreement

(to be attached prior to the expiration of the Feasibility Period)

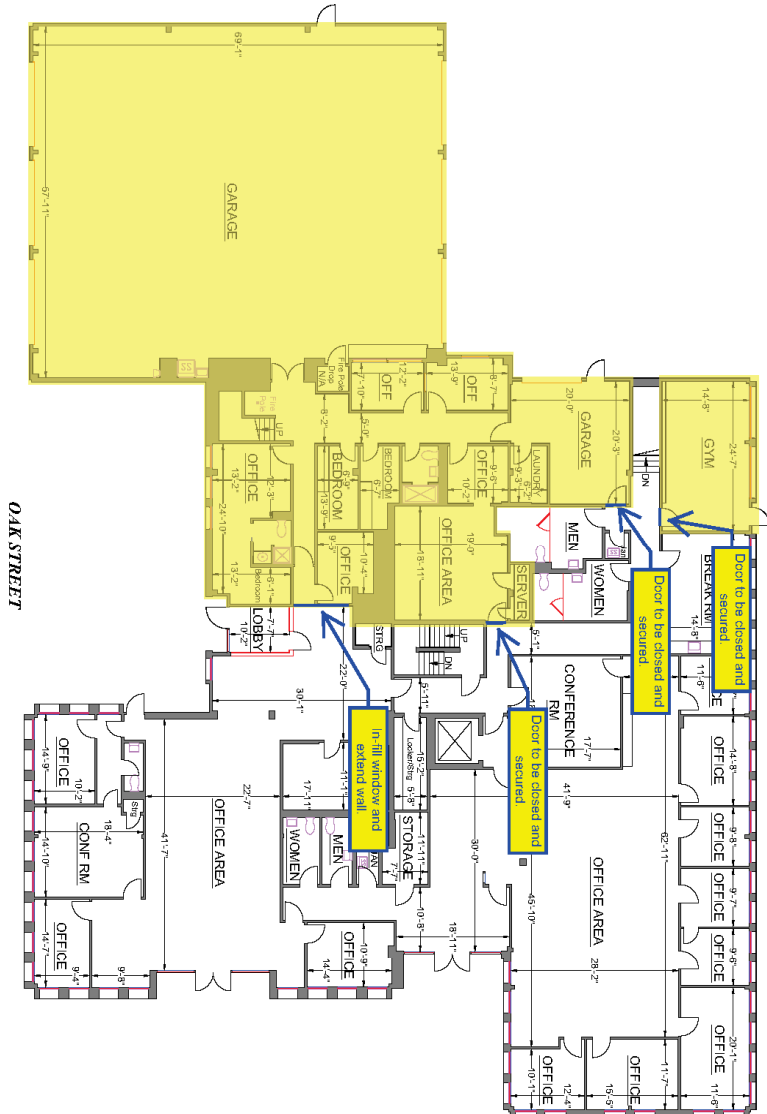
EXHIBIT D-1

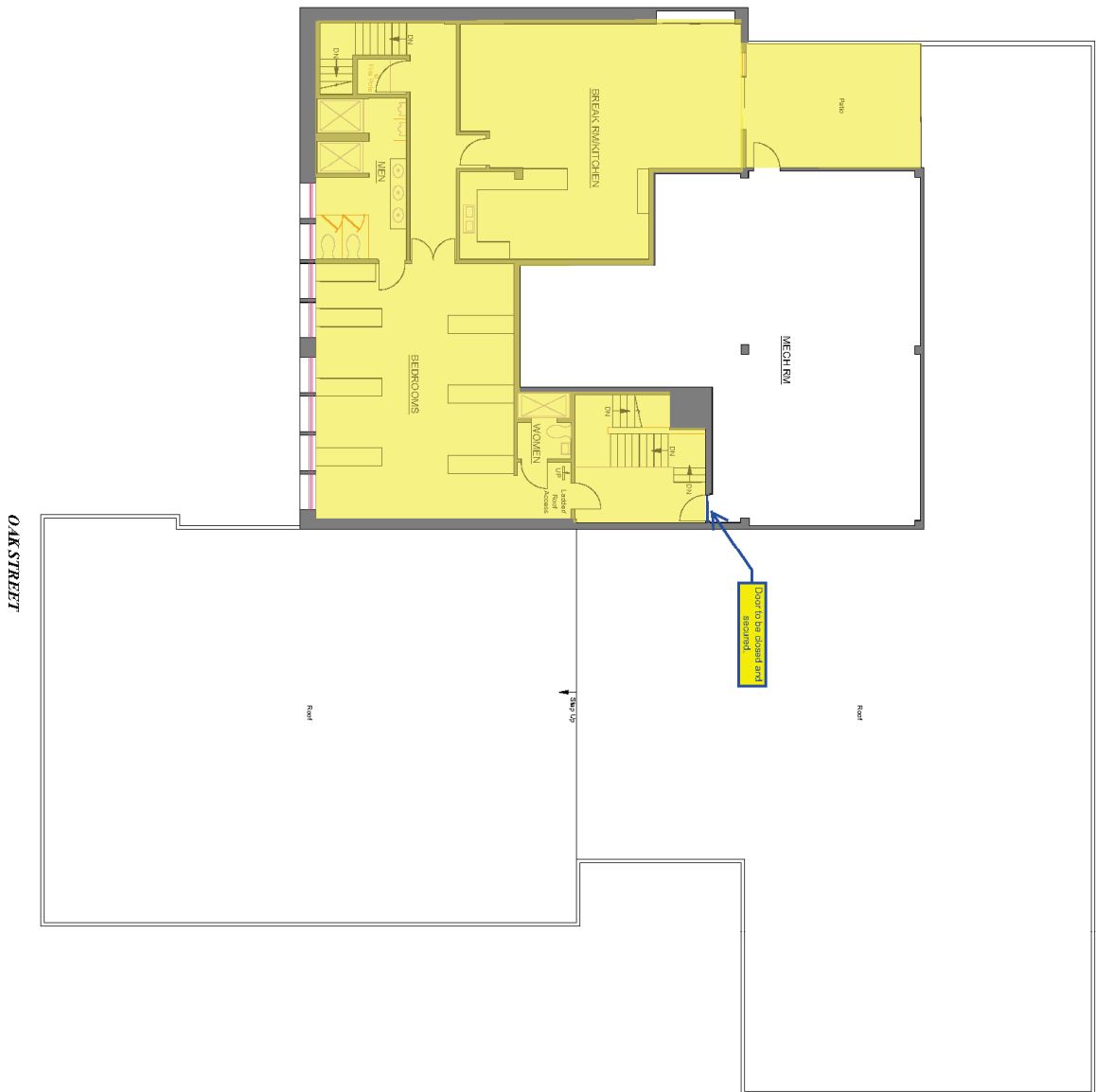
Map Depicting Lease Area

(see attached)

FLOOR PLAN

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

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 ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Downtown Surveying Services

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

W I T N E S S E T H:

WHEREAS, CITY 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 \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

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

insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

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

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

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

5. 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. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

MARK THOMAS & COMPANY, INC., a
California corporation

BY: 
its: President

and

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ATTEST:

BY: R.M. B...
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: CR
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

OFFICES

Cupertino

Fresno

Irvine

Oakland

Sacramento

Salinas

San Mateo

San Jose

Walnut Creek

311 Vernon Street
Roseville, CA 95678

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.

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.

A handwritten signature in black ink, appearing to read 'Brandon Benton', with a stylized flourish at the end.

Brandon Benton, PLS

Survey Manager

Enclosures: Attachment I— Cost Spreadsheet

EXHIBIT “B”

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		

PROJECT TASK	Personnel				SUBTOTAL	Costs				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										
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



PURCHASING

CENTRAL SERVICES

SOLE SOURCE FORM

Requesting Department: Economic Development

Division:

Name of Requestor: Bill Aiken

Extension: 5271

Total Dollar Amount: \$ 39,855.00

Vendor: Mark Thomas & Co., Inc.

Sole Source forms are not required for purchases less than \$5,000

DEFINITIONS:

Sole Source means that there is only **one** supplier who can provide the required product or service; or there may be more than one available supplier for a particular product or service; however, a **preferred provider** is being selected based upon one or more of the following reasons:

Check applicable criteria and complete explanation section.

- ☐ **Standardization:** Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items which perform a certain function for which no other items are known to exist. *(Explain below)*
- ☒ **Critical Schedule Requirements:** Supplier is the firm best able to meet critical schedule requirements. *(Explain below)*
- ☐ **Specialized Test Facilities/Equipment:** Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*
- ☐ **Patented, copyrighted, or licensed item:** The item is held under exclusive title, trademark or copyright by a private person or company. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☐ **Distributorship:** Manufacturer defines limited or proprietary distribution channels, i.e., one designated vendor for the local sales territory. *(Attach letter from manufacturer authorizing specific supplier.)*
- ☒ **Other:**

Explanation: *(limited to 325 characters)*

Time sensitive negotiate w/Warwick f/buy of 401 Oak requires lot consolidation. Special services: boundary reso, FEMA Elevation, + Maps. MTCO meets timeline; possess project u/standing based on Town Square, r/about, D/T infra, and D/T Bridge efforts; + adjusts to changes. Initially small scope; requests created larger.

ADDITIONAL INFORMATION:

Vendor Name: Mark Thomas & Co., Inc.

Phone: 916-781-9100

Contact Person: Zach Siviglia

Email Address: zsiviglia@markthomas.com

Address: 7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826

Define / Describe specific product(s) or service(s): *required (limited to 100 characters)

Survey work w/site work boundaries f/adjacent project, FEMA certificate, + Final Subdivision Map

☐ **Central Stores Warehouse:** Check box if product will be ordered/stocked in Central Stores Warehouse**AUTHORIZATION:**

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this sole source request to be justified and have found the supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Roseville for the utilization of its public funds."

Signature (Requestor):



Date:

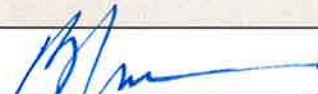
12/8/16

The signatures below certify that the information submitted on this form has been reviewed and has departmental approval. The final determination of sole source approval shall be made by the Purchasing Office in coordination with the City Attorney's office.

CITY
Division Manager Approval

(required for purchases valued over \$5,000)

Signature (Division Manager):



Date:

12/9/16

****Purchasing Signature is not required if over Council Limit**

Purchasing Official Approval

(required for purchases valued over \$5,000 – formal bid limit)

Signature (Purchasing Official):

N/A

Date:

Department Head and City Attorney Approval

(required for purchases valued over the formal bid limit)

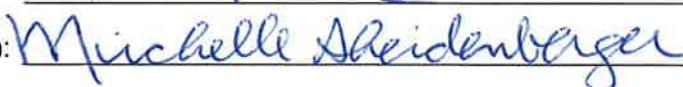
Signature (Department Head):



Date:

12/9/16

Signature (City Attorney Official):



Date:

12/12/16

Purchasing Use Only

PR Number: _____ SA/ PO Number: _____ Dollar Amount: \$ _____

Buyer: _____ City Council Approval Date: _____ Expires: _____

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
_____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information](#)

REQUESTER*: Bill Aiken

DEPARTMENT/DIVISION*: Economic Development

FISCAL YEAR/EFFECTIVE DATE*: FY2016-17

PROPOSED COUNCIL DATE (if applicable): 3/15/17

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL		FUND*	JL		
	ORG KEY*	OBJECT*		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		FUND*	JL		
	ORG KEY	OBJECT		PROJECT	ACTIVITY	
53,406			301			Building Imp Fund / Unrestricted Fund Balance
\$ 53,406	TOTAL					

FINANCE USE	Approved: <i>Nancy H. Hishman</i> 3/2/17	<i>Kathy Cullen</i> 3/2/17
	BUDGET MANAGER/DISEGNEE	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 ~~are~~ will be offset from the proceeds of the future real estate transaction.

☐

Approved: <i>[Signature]</i>	Approved: <i>[Signature]</i>
REQUESTING DEPARTMENT HEAD / DESIGNEE	CITY MANAGER
DATE	DATE



MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

December 6, 2016

Mr. Bill Aiken
Development Analyst
City of Roseville

OFFICES

Cupertino

Fresno

Irvine

Oakland

Sacramento

Salinas

San Mateo

San Jose

Walnut Creek

311 Vernon Street

Roseville, CA 95678

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.

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.

A handwritten signature in black ink, appearing to read 'Brandon Benton', is written over a horizontal line.

Brandon Benton, PLS

Survey Manager

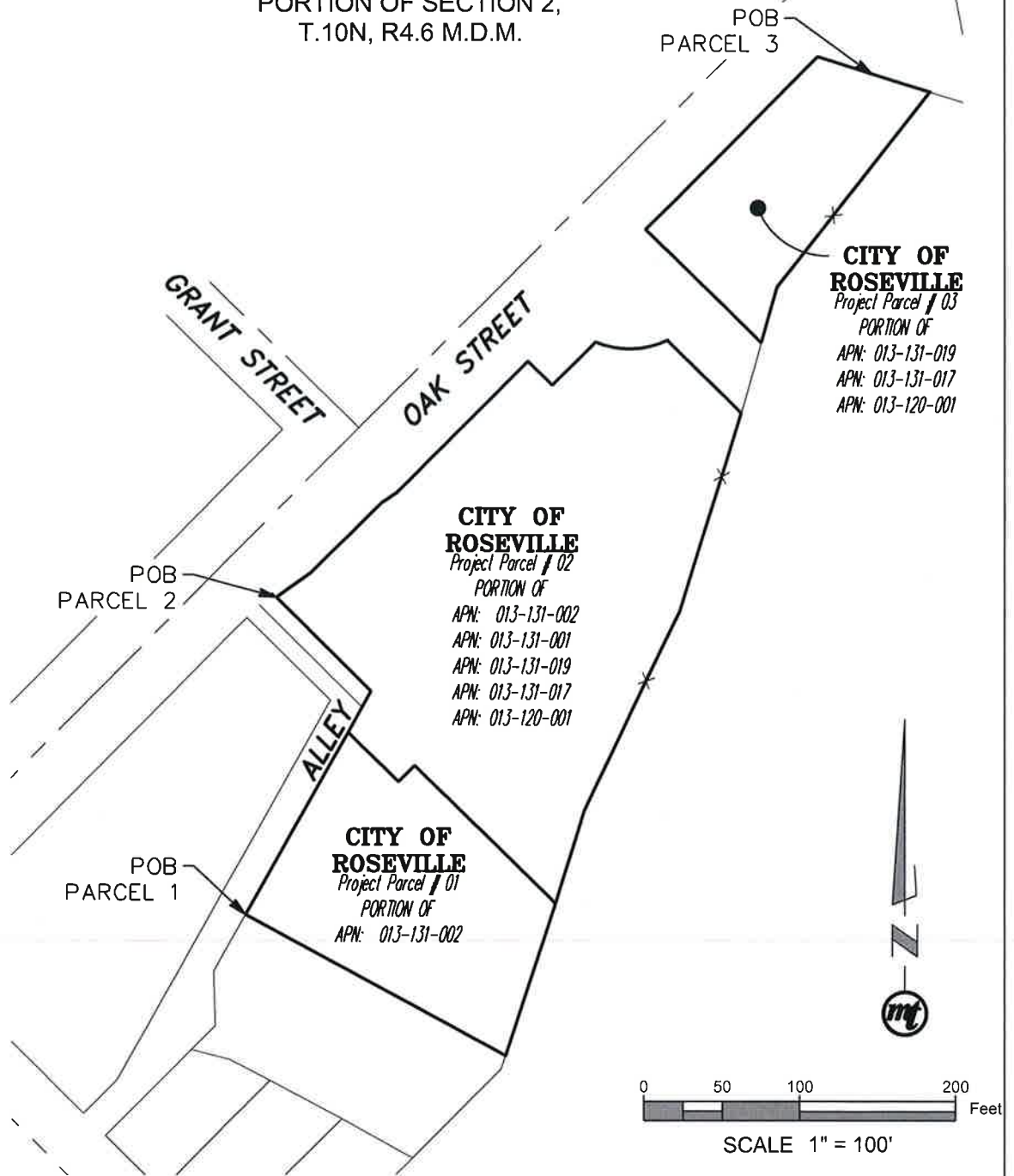
Enclosures: Attachment I— Cost Spreadsheet



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	
						\$200.00	\$145.00	\$110.00	\$270.00	
Total Site Area Utility Investigation										
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

PORTION OF SECTION 2,
T.10N, R.4.6 M.D.M.



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



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.

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

TABLE OF CONTENTS

Transmittal Letter

Table of Contents

Summary of Important Facts and Conclusions 1

Appraisal Conditions

Client, Intended User and Intended Use	3
Appraisal Report Format	3
Type and Definition of Value	3
Property Rights Appraised	3
Dates of Inspection, Value and Report	4
Scope of Work	4
Extraordinary Assumptions and Hypothetical Conditions	6
General Assumptions and Limiting Conditions	7
Certification Statements	9

Subject Property

Property History and Occupancy	10
Property Legal Data	12
Site Description	16
Improvement Description	19
Subject Photographs	20

Market Analysis

Placer County	29
Neighborhood	34
Office Market	38
Highest and Best Use	44

Valuation

Approaches to Value	47
Sales Comparison Approach	49
Income Capitalization Approach	62
Reconciliation	74
Market Value as of the Date of Inspection	75
Land Valuation	79
Conclusions of Market Value	93
Exposure and Marketing Time	94

Appendix

A – Readdressing/Reassigning Appraisal Reports	
B – Glossary of Terms	
C – Qualifications of Appraiser(s)	

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Appraised Property:	Roseville Fire Station
Street Address:	401 Oak Street Roseville, California 95678
Location:	Along the east line of Oak Street, at the terminus of South Grant Street
Assessor's Parcel Number(s):	013-120-001; 013-131-001, -002, -003, -017, and -019
Census Tract Number:	209.01 / 1
Owner(s) of Record:	City of Roseville
Zoning:	CMU-SA-DT, Commercial Mixed Use, Special Area, Downtown
Flood Zone:	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.
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.
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.
Highest and Best Use:	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.¹

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.²

¹ 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).

² 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

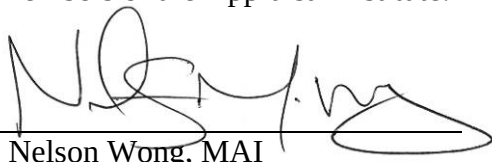
the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost-to-cure any deficiencies would be needed for the Department 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.

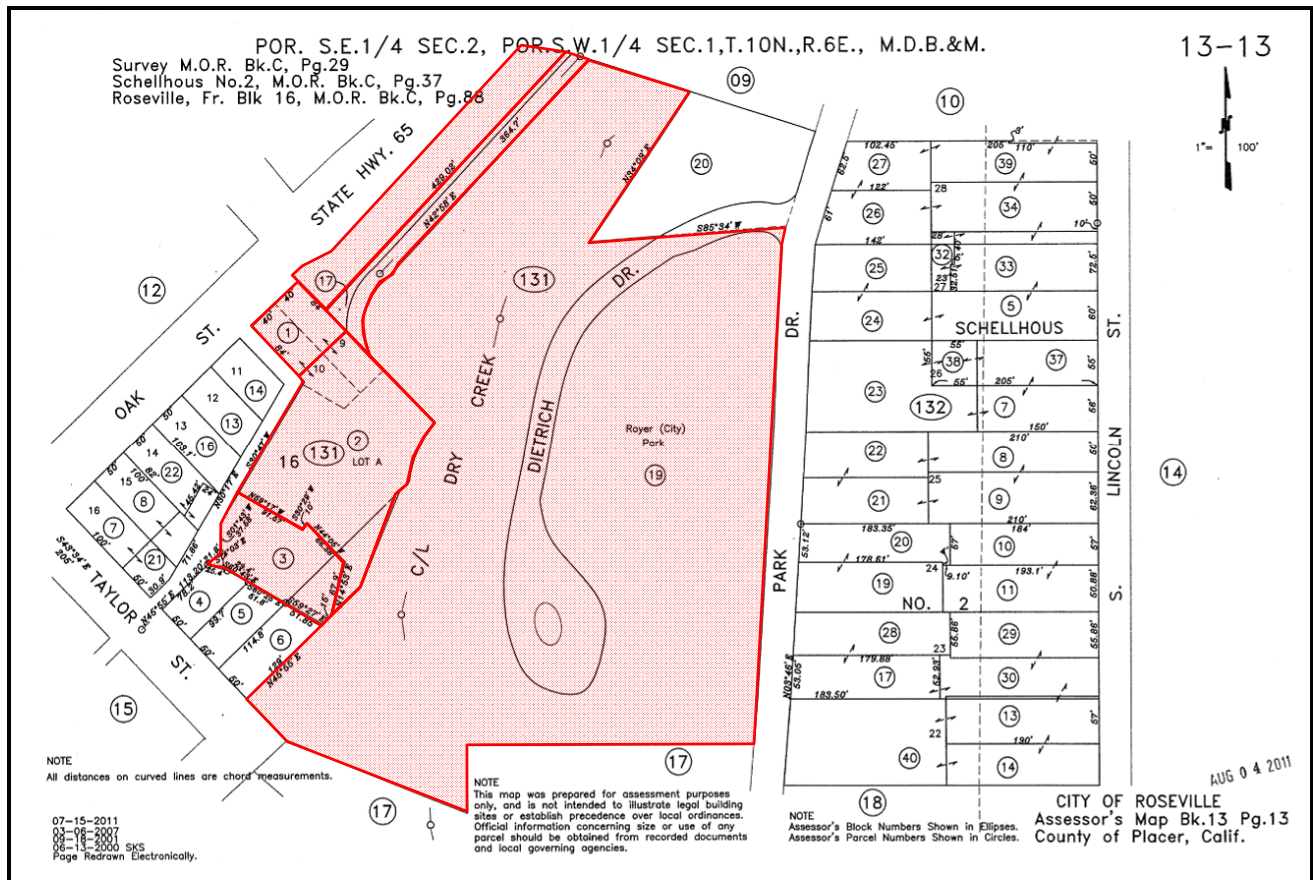
Since the building is to be vacated with a new fire station to be constructed on another site, we have considered alternative uses for the subject property. In other words, the existing use as a fire station will not remain into perpetuity. Given the design, layout, and construction of the building, 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 Characteristics	Oak 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:	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. 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.
Functional Obsolescence:	None determined
Condition:	Average
Quality:	Average

NOT SCALE

KEY

2. EMERGENCY EVACUATION MAP (PH01)

LIFE SAFETY EQUIPMENT		EVACUATION INFORMATION	
1	EXITS (OVERSEAT, ADA ACCESSIBLE)	20	COLLECTION/ASSEMBLY AREA
2	EMERGENCY EXITS	21	PRIMARY EXIT ROUTE (FOR FIRE INSPECTION)
3	FIRE ALARM PULL STATION	22	ALTERNATE EXIT ROUTE (FOR FIRE INSPECTION)
4	FIRE ALARM CONTROL PANEL	23	"YOU ARE HERE" INDICATOR
5	FIRE EXTINGUISHER	24	"IN CASE OF EMERGENCY, USE STAIRS"
6	AUTOMATIC ELECTRONIC NOTIFICATION PAGER	25	EVACUATION CHAIRS
7	ELEVATOR	26	TRANSPORT DEVICES
		27	"IN CASE OF EMERGENCY CALL 911"

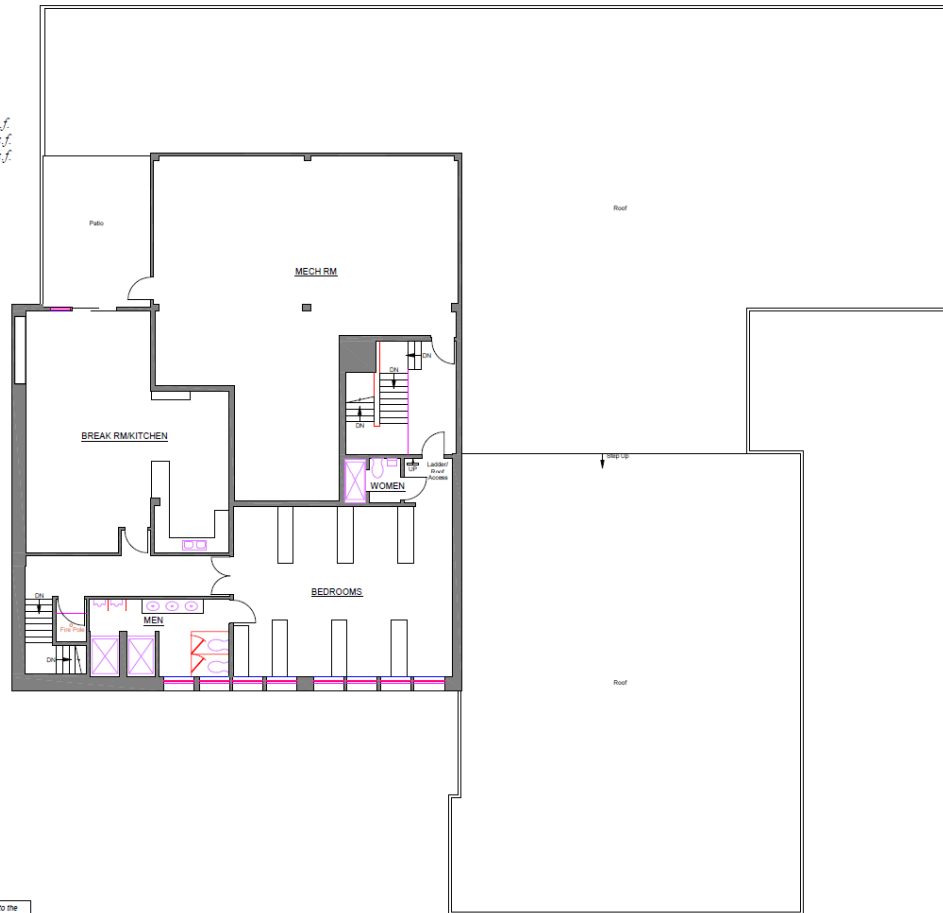
[illegible]

Floor Plan – Second Floor

PREPARED FOR:
AKT Properties
3301 C Street, Suite 1000
Sacramento, CA 95816

Measured Area: 3,930 s.f.
Patio: 295 s.f.
Roof Area: 7,341 s.f.

401 OAK STREET
ROSEVILLE, CA
SECOND FLOOR
(As Measured: September 2016)
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 documented in the final CAD drawing supplied.

Survey Accuracy: +/- 0.06%

OAK STREET

LASERTECH is a registered US trademark of LaserTech Floorplans Ltd.
Copyright 1998 LaserTech Floorplans Ltd. All Rights Reserved

8' 4' 0' 8'

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

LASERTECH
FLOORPLANS

TEL: (916) 781-6543
FILE: L160904 (16-466)

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



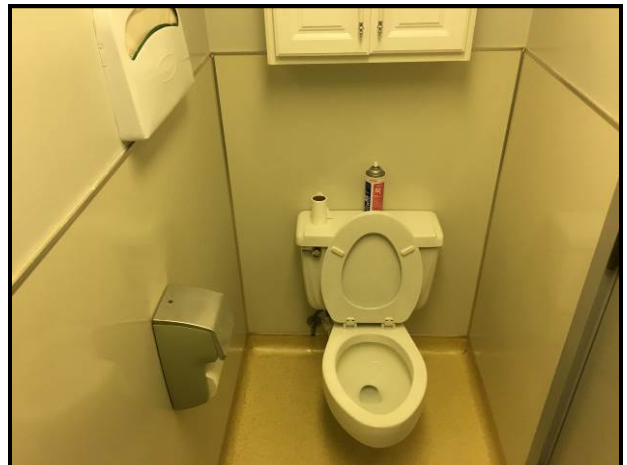
South parking lot



1st floor reception and office space



1st floor office space



Restroom



1st floor conference room



1st floor office space



1st floor break room



1st floor gym space



1st floor laundry room



2nd floor restroom and shower



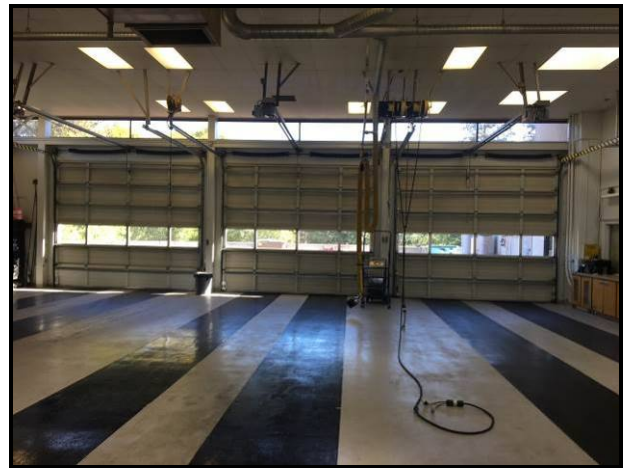
2nd floor living quarters



2nd floor living quarters restroom and shower



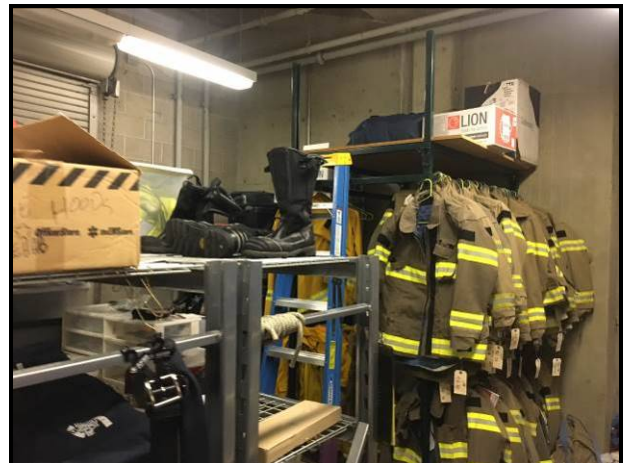
2nd floor break room



Fire engine bay



Basement office space



Basement storage area

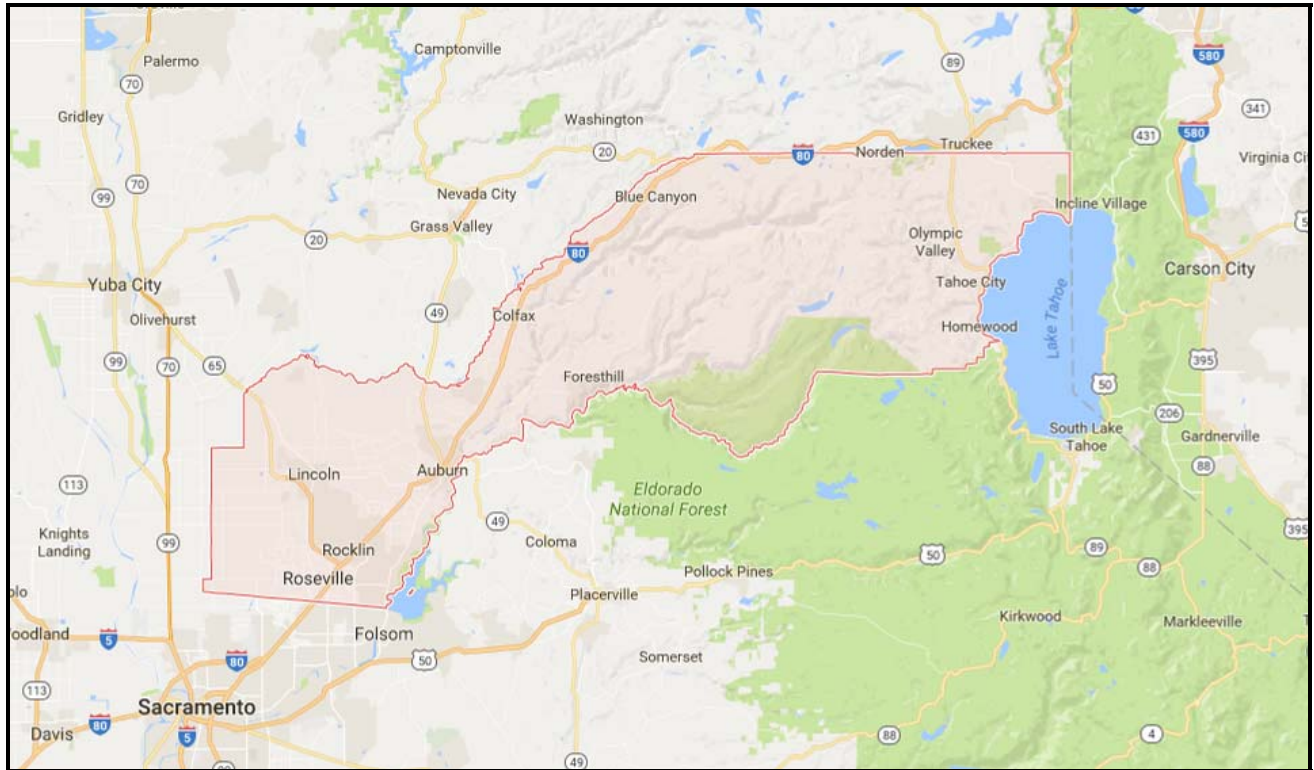


Looking north along Oak Street



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>
Total	353,228	358,152	362,417	367,176	370,238	373,796	1.2%

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.

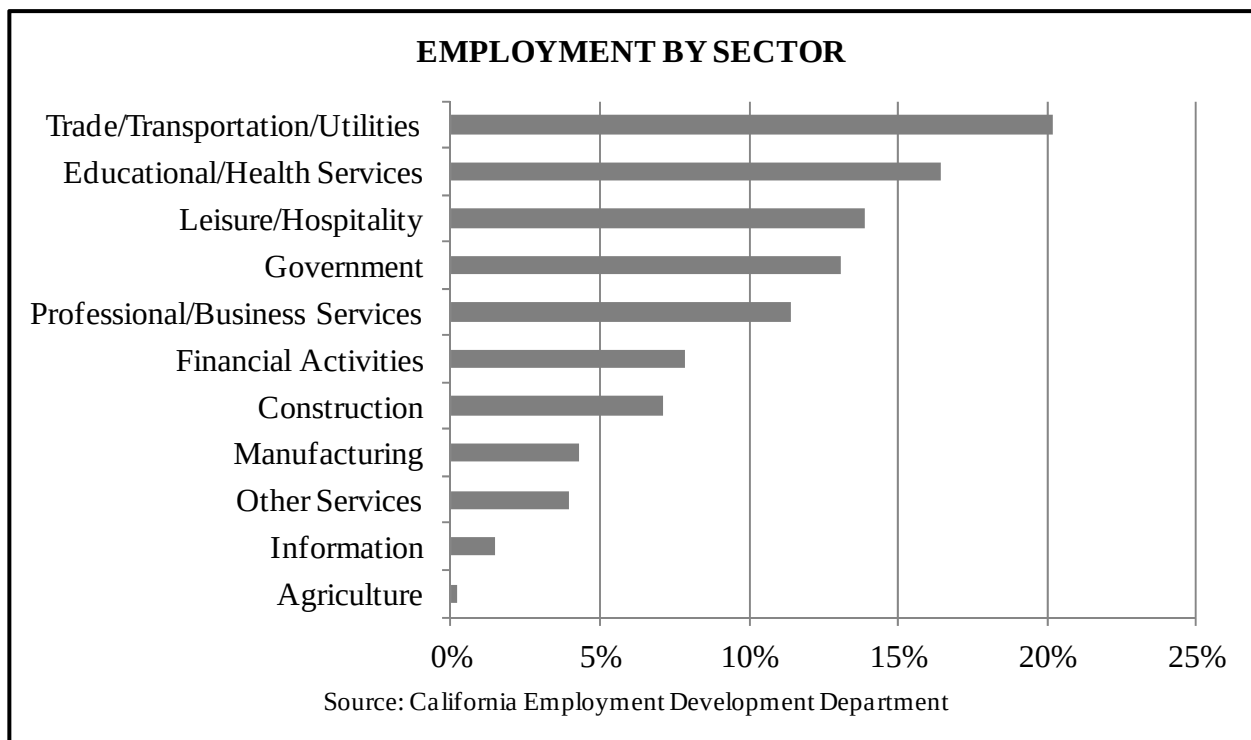
Employment & Economy

The California Employment Development Department has reported the following employment data for Placer County over the past several years.

EMPLOYMENT TRENDS						
	2010	2011	2012	2013	2014	2015
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.

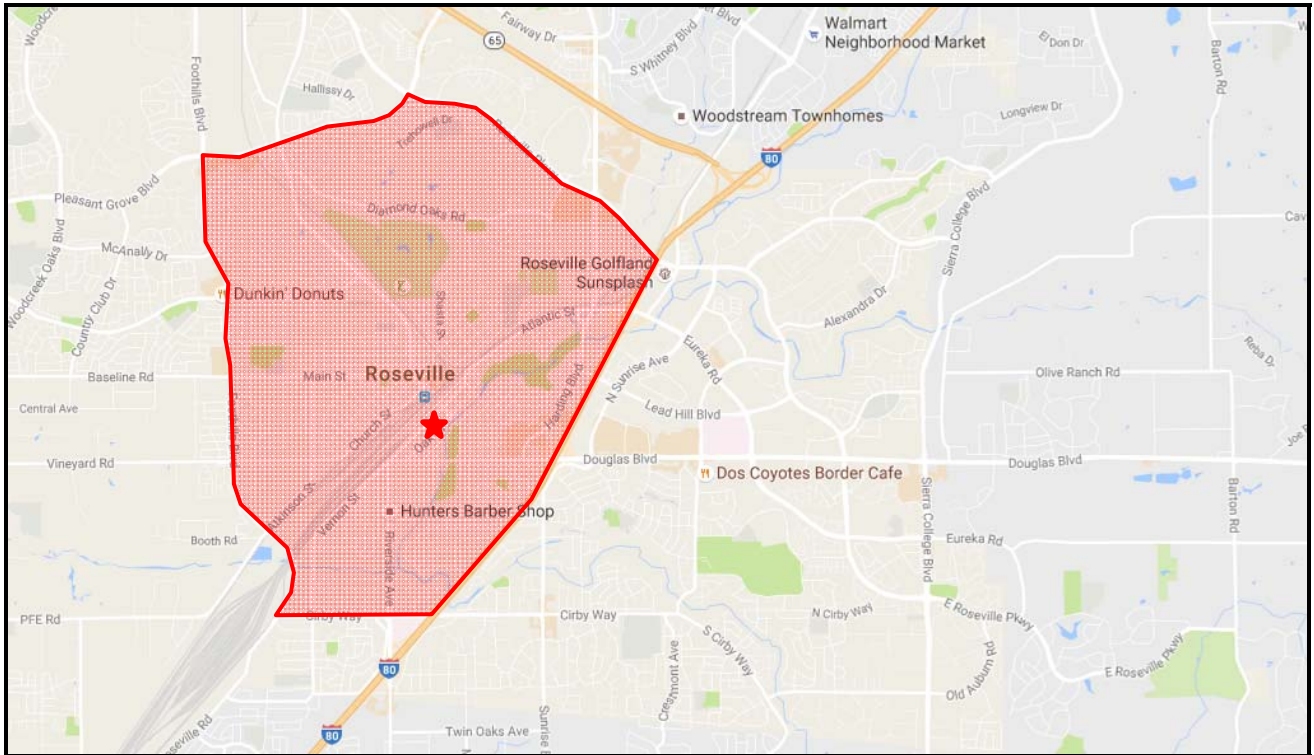
The region offers good health services, including hospitals and medical office facilities. Two hospitals are located in Roseville – the Sutter Roseville Medical Center and Kaiser Permanente, both of which have recent or current expansion projects. The city of Auburn is home to Sutter Auburn Faith Hospital, 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.”³

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.

³ 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.)

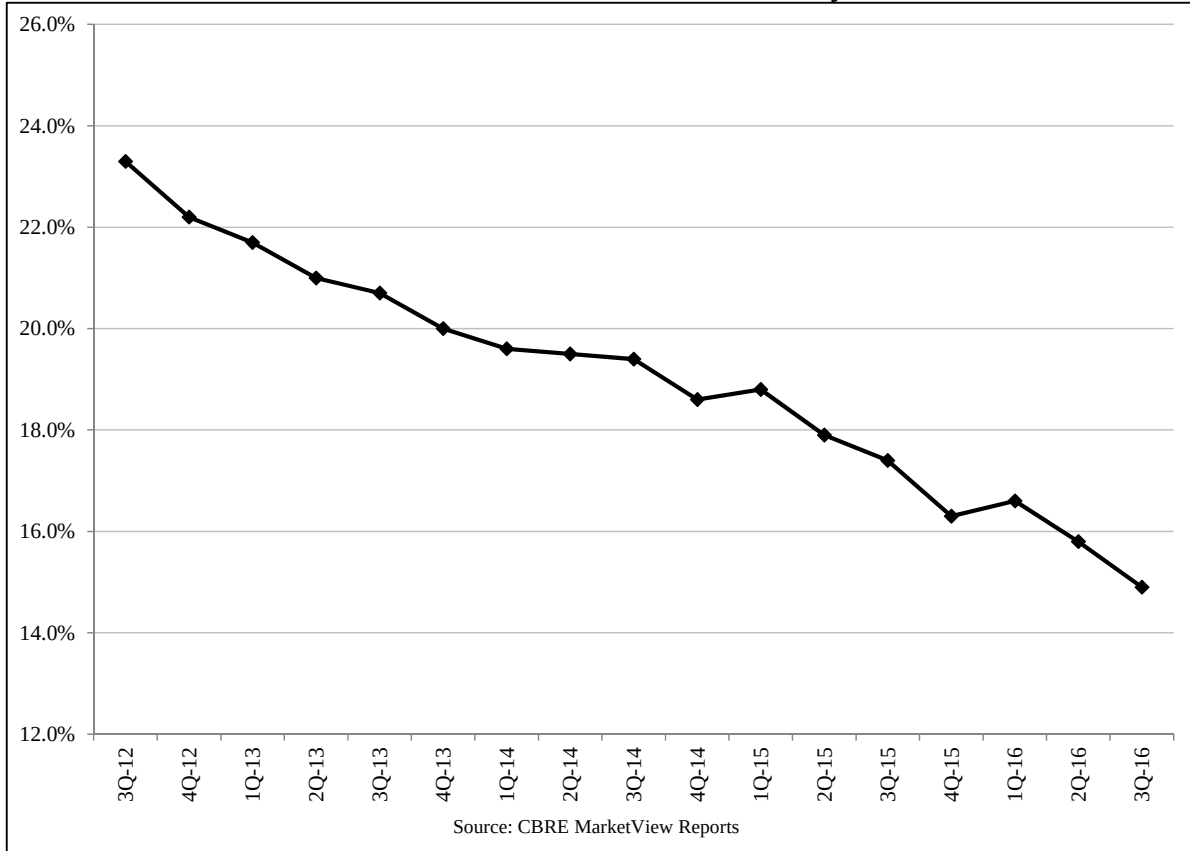
Employment conditions in the region have generally improved over the last couple of years. The unemployment rate in the Sacramento MSA was 5.4% in August 2016, compared to rates of 5.5% for California and 4.9% for the U.S. In the one-year period ending with August 2016, the number of jobs in the region 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.

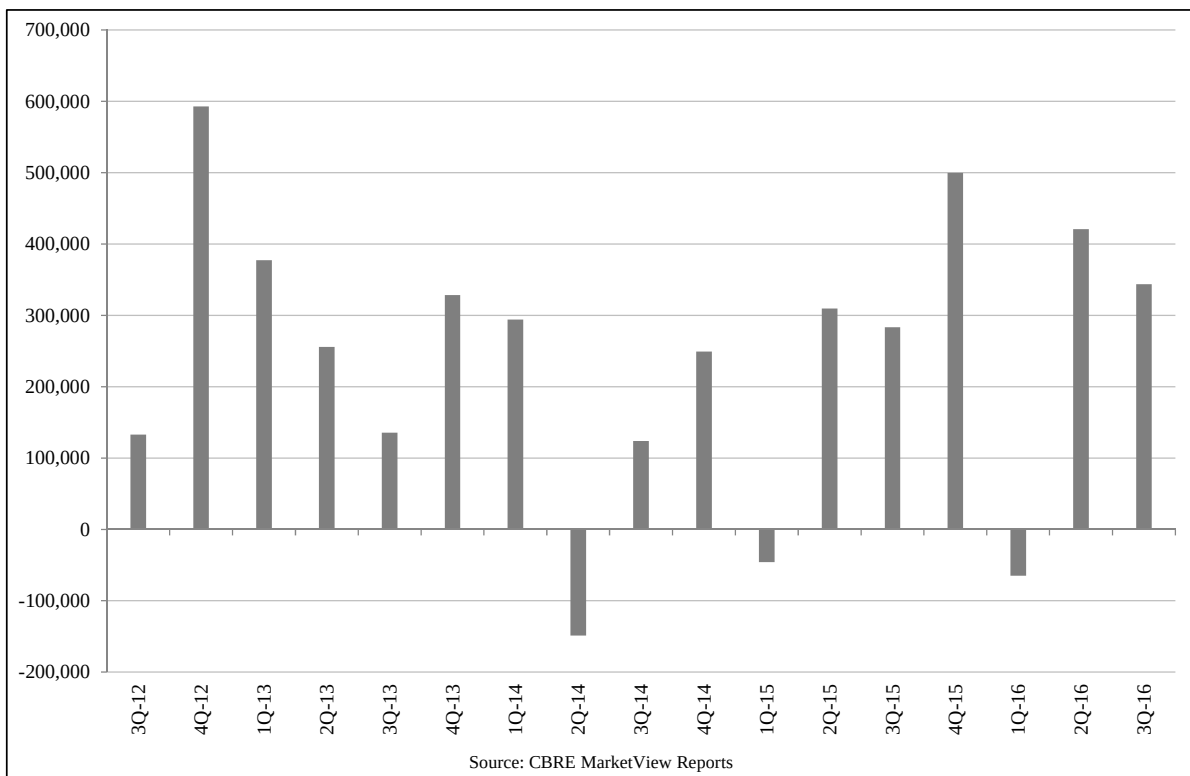
Vacancy & Absorption

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 (millions)	Vacancy 3Q 2016	Net Absorption 3Q 2016	Net Absorption 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>
Total	51.9	14.9%	343,639	702,169

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.

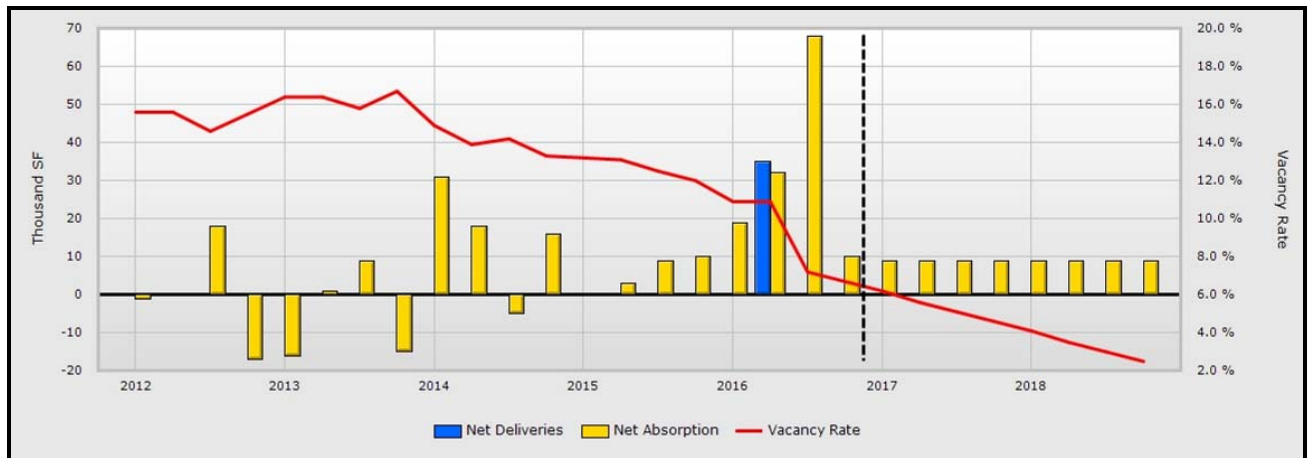
Absorption and average rental rates were also examined using CoStar Property Analytics with the same parameters discussed above. The table on the following page details vacancy and absorption for the subject's immediate area over the past three years.

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.⁴

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.

⁴ 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.⁵ 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.⁶

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.

⁵ The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 243.

⁶ 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.⁷

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.⁸

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.⁹

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.¹⁰

⁷ The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 207.

⁸ The Dictionary of Real Estate Appraisal, 65.

⁹ The Dictionary of Real Estate Appraisal, 251.

¹⁰ 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.

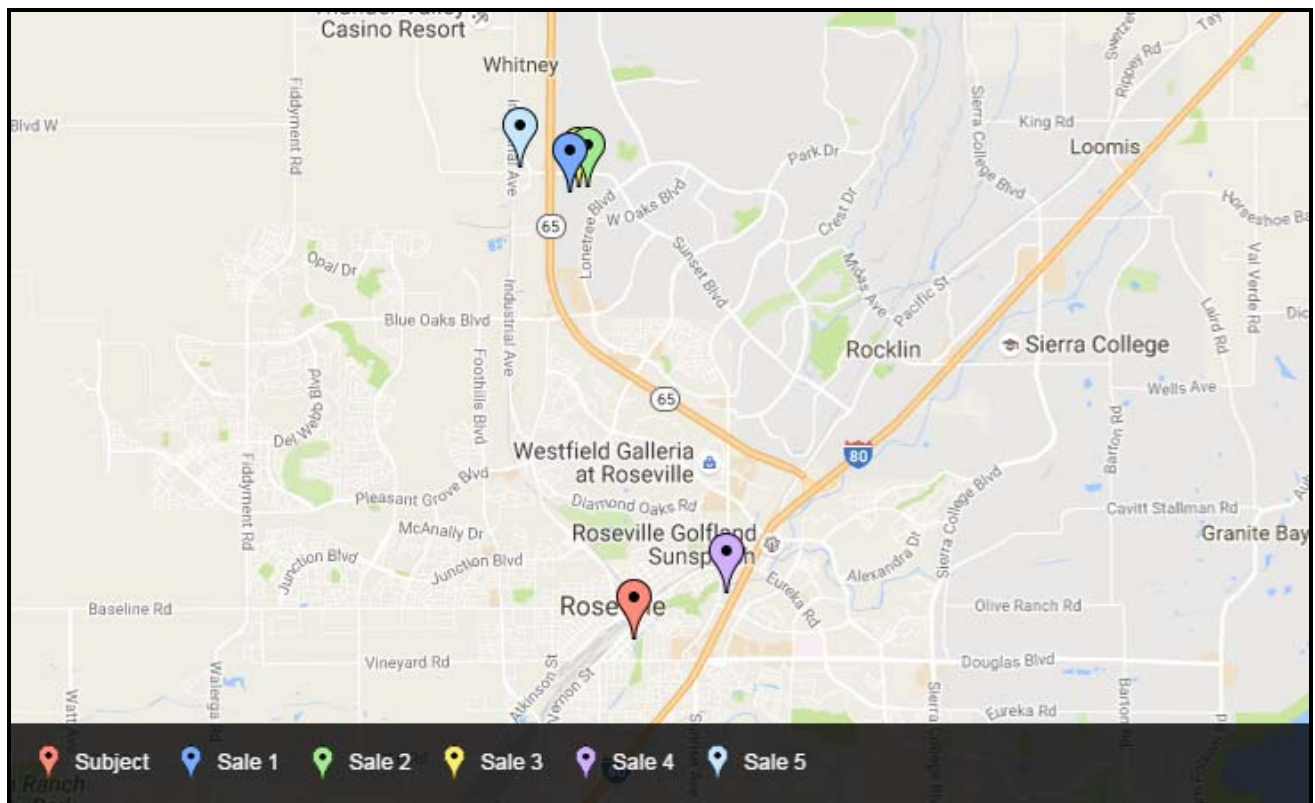
This approach is based on the economic principle of substitution. According to The Appraisal of Real Estate, 14th Edition (Chicago: Appraisal Institute, 2013), *“The principle of substitution holds that the value of property tends to be set by the price that would be paid to acquire a substitute property 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 Rocklin	Pending	\$1,725,000	16,666	\$103.50	1988
2	3755 Atherton Road Rocklin	Apr-15	\$3,667,000	50,000	\$73.34	1998
3	500 Menlo Drive Rocklin	Jan-15	\$2,100,000	22,979	\$91.39	2001
4	1 Sierra Gate Plaza, Building A & B Roseville	Oct-14	\$4,630,189	39,037	\$118.61	1983
5	3735 Placer Corporate Drive Rocklin	Listing	\$4,750,000	39,869	\$119.14	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/Av

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	<u>\$0.00</u>	<u>\$0.02</u>	<u>\$0.02</u>	<u>\$0.00</u>	<u>\$0.00</u>
<i>Adjustment</i>		<u>\$0.00</u>	<u>\$0.02</u>	<u>\$0.02</u>	<u>\$0.00</u>	<u>\$0.00</u>
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
<i>Adjustment</i>						
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.
<i>Adjustment</i>						
Adjusted Value		\$103.50	\$73.36	\$91.41	\$118.61	\$119.14
Conditions of Sale	Market	Pending	Market	Market	Market	Listing
<i>Adjustment</i>						-10%
Adjusted Value		\$103.50	\$73.36	\$91.41	\$118.61	\$107.23
Expenditures After Sale	None	Similar	Similar	Lease-Up	Similar	Similar
<i>Adjustment</i>	(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
<i>Adjustment</i>	(appraisal)				5%	
Effective Price per SF		\$103.50	\$73.36	\$95.06	\$124.54	\$107.23
Physical Characteristics:						
Location	Downtown	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>	Roseville					
Visibility/Accessibility	Average	Similar	Similar	Similar	Sig. Superior	Similar
<i>Adjustment</i>					-20%	
Rentable Area (SF)	19,000	16,666	50,000	22,979	39,037	39,869
<i>Adjustment</i>			10%		5%	5%
Overall Quality	Average	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>						
Effective Age/Condition	25 yrs/Avg	15 yrs/Avg	20 yrs/Avg	20 yrs/Avg	20 yrs/Avg	10 yrs/Avg
<i>Adjustment</i>		-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			
		to				
Concluded Value per SF	\$90.00					

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

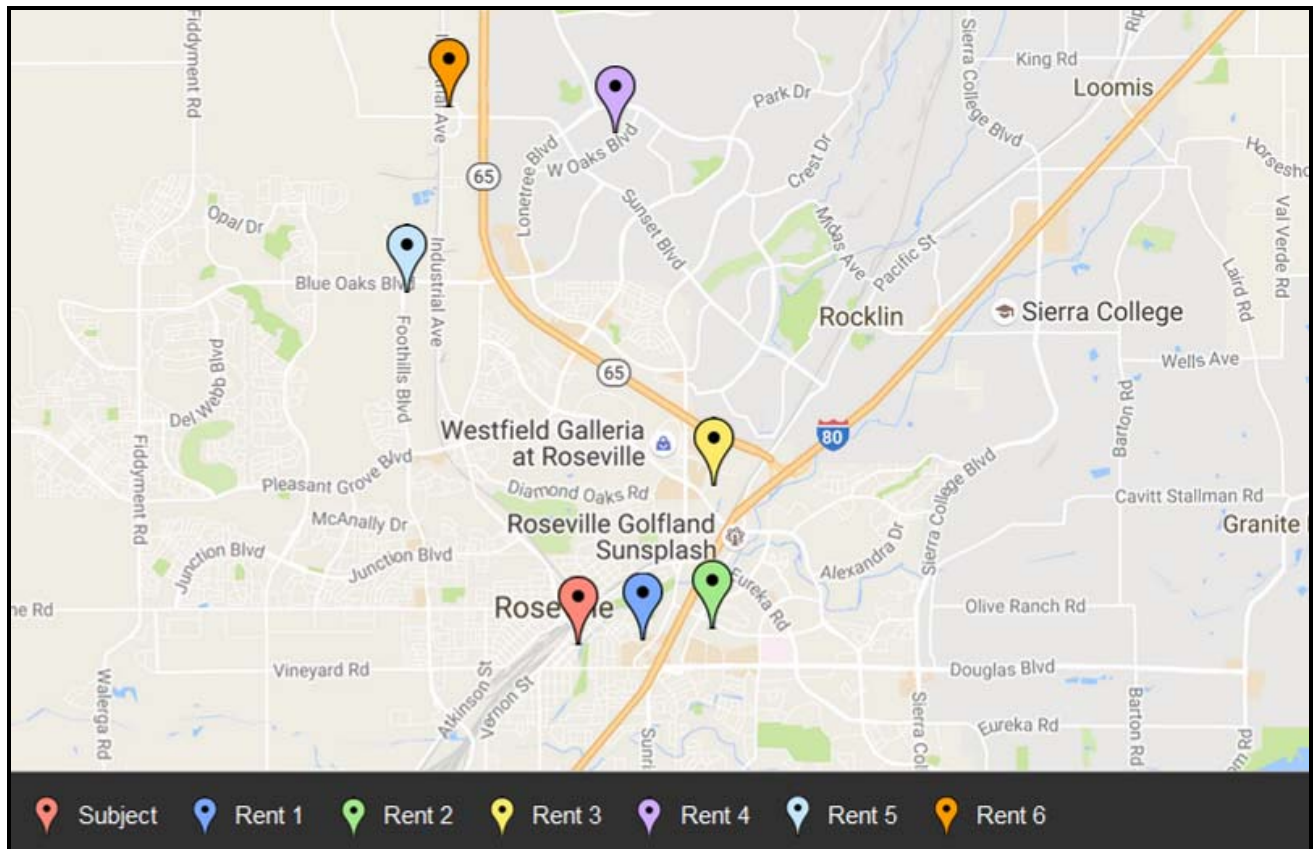
While the property is currently 100% owner-occupied as a fire station and administrative offices, it will be vacated following the construction of a new fire station on another parcel (this property currently consists of vacant land). Therefore, continued long-term use of the subject as a fire station 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 / Property Identification	Lease Began	Lease Term	Rentable Area (SF)	Rent PSF/Mo.	Lease Type
1	Building Blocks Behavior Consultants 214 Estates Drive Roseville	Feb-16	3 years	2,304	\$1.28	Full Service
2	Solar City 1376 Lead Hill Boulevard Roseville	Oct-15	2 years, 2 months	22,650	\$1.60	Full Service
3	Psomas 1075 Creekside Ridge Drive Roseville	Aug-15	5 years, 10 months	18,212	\$1.62	Full Service
4	Sterling Backcheck 5700 West Oaks Boulevard Rocklin	Aug-15	2 years	11,254	\$1.50	Full Service
5	Metro Calvary Rocklin 9089 Foothills Boulevard Rocklin	Feb-15	5 years, 3 months	23,396	\$1.00	NNN
6	Listing 3785 Placer Corporate Drive 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
Physical Characteristics:							
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.

Comparable Lease Type	Operating Expenses Paid by Owner	Adjusting to Full Service, adjust for:
NNN	Property management	<i>Upward: Taxes, insurance, CAM, utilities, janitorial, maintenance and repairs</i>

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.¹¹

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.

¹¹ The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 219.

OPERATING EXPENSES (PSF/YEAR)

OPERATING EXPENSES (PFI/FEAR)											
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)	Western U.S.			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.											
"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 Sacramento	Feb-16	\$1,925,000	14,000	\$137.50	7.50%
11130 Sun Center Drive Rancho Cordova	Sep-15	\$4,600,000	30,096	\$152.84	7.00%
5750 Sunrise Boulevard Citrus Heights	Aug-15	\$3,256,009	30,198	\$107.82	7.93%
2237 Douglas Boulevard Roseville	Jan-15	\$5,600,000	25,630	\$218.49	7.23%
216-228 Riverside Avenue 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).¹²

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

¹² The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015), 19.

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.

Capitalization Rate Conclusion

Source	Range
Comparable Sales	7.00% to 9.00%
Band of Investment	8.21% to 8.81%

Seevers • Jordan • Ziegenmeyer

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

<u>Income</u>	<u>Rentable Area (SF)</u>	<u>Rent PSF/Mo.</u>	<u>Monthly Income</u>	<u>Annual Income</u>
Market Rent	19,000	\$1.25	\$23,750	\$285,000
Total Potential Gross Income				\$285,000
VACANCY & COLLECTION LOSS	@ 10%			<u>(\$28,500)</u>
EFFECTIVE GROSS INCOME				\$256,500
EXPENSES	<u>\$/SF/Year</u>	<u>\$/Year</u>	<u>% of EGI</u>	
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%	<u>(\$118,513)</u>
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:

Sales Comparison Approach	\$1,710,000
Income Capitalization Approach	\$1,620,000

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 (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
	<u>Month</u>	<u>SF Vacant</u>	<u>Absorp./Mo.</u>	<u>Market Rent PSF/Month</u>	<u>Rent Loss/Mo.</u>	
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>
Total Costs						<u>(\$1,482,577)</u>
Market Value as of the Date of Inspection						\$187,423
(Assumes Completion of the Lot Line Adjustment)						Rd. \$190,000

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.

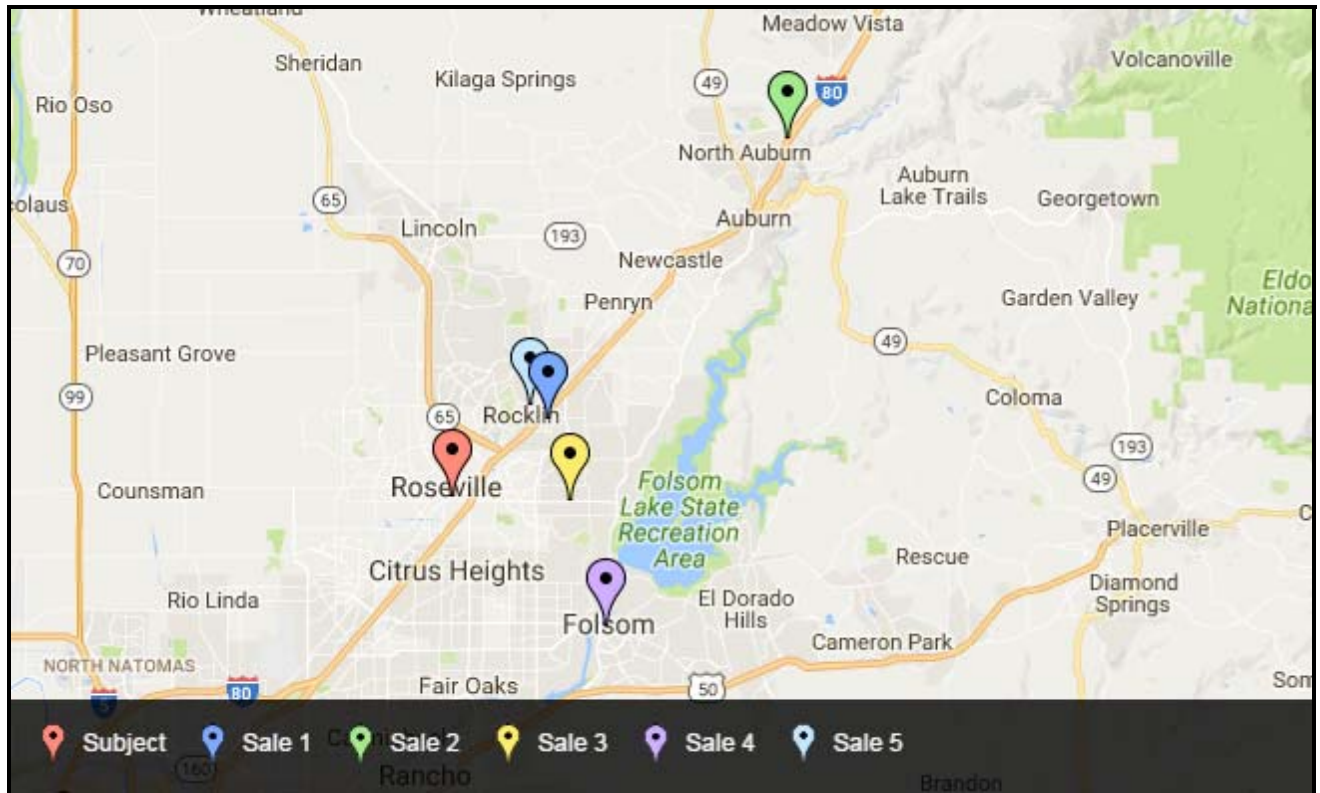
The proper application of this approach requires obtaining sale data for comparison with the subject property. In order to assemble the comparable sales, we searched public records and other data sources for leads, then confirmed the raw data obtained with parties directly related to the transactions (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 Rocklin	Sep-16	\$700,000	<u>2.40</u> 104,544	\$6.70	PD-C
2	Bowman Road Auburn	May-16	\$750,000	<u>2.90</u> 126,324	\$5.94	HS-DC
3	5220 Douglas Boulevard Granite Bay	May-16	\$625,000	<u>2.80</u> 121,968	\$5.12	C2-UP-Dc
4	824 Sutter Street Folsom	Dec-14	\$356,000	<u>1.58</u> 68,803	\$5.17	HD
5	4700 Grove Street Rocklin	Listing	\$316,245	<u>1.32</u> 57,499	\$5.50	C-3

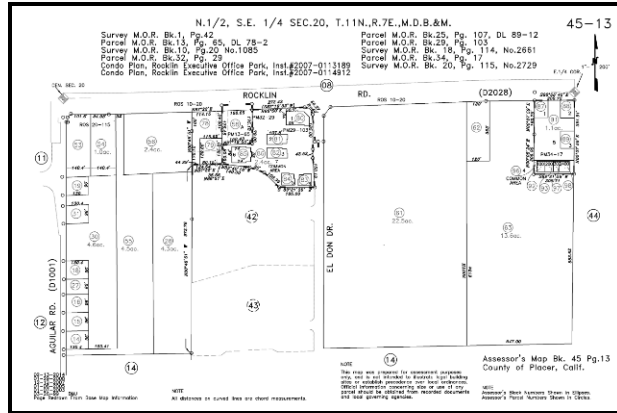


LAND SALE 1

Property Identification

4680 Rocklin Road
Rocklin, California 95677
Placer County

APN: 045-130-056



Sale Data

Grantor	Elihu J Kearney Living Trust
Grantee	CJ Phen, LLC
Sale Date	9/19/2016
Deed Book Page	078729
Property Rights	Fee Simple
Conditions of Sale	Market
Financing Terms	Cash Equivalent
Sale Price	\$700,000

Land Data

Land Area (SF)	104,544
Land Area (Acres)	2.40
Zoning	PD-C, Planned Development, Commercial
Shape	Rectangular
Corner Orientation	No
Street Frontage	Along Rocklin Road
Topography	Level
Off-Site Improvements	All to site
On-Site Improvements	None

Indicators

Sale Price per SF	\$6.70
PV Bonds per SF	\$0.00

Remarks

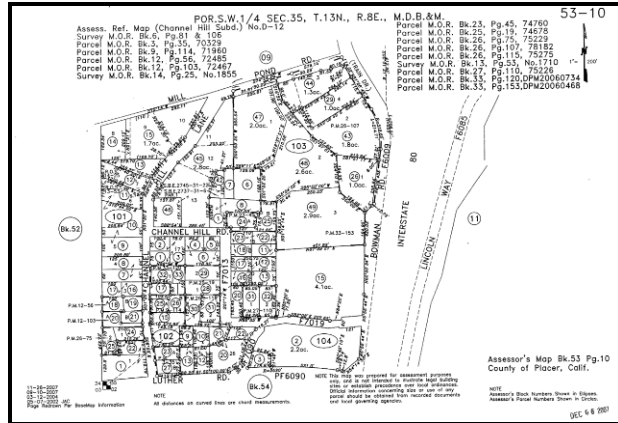
This comparable represents a parcel located along the south line of Rocklin Road, near Interstate 80. Reportedly, the buyer purchased the property as a long term investment.

LAND SALE 2

Property Identification

Bowman Road
Auburn, California
Placer County

APN: 053-103-049



Sale Data

Grantor
Grantor
Sale Date
Deed Book Page
Property Rights
Conditions of Sale
Financing Terms
Sale Price

Norman R Nedde Md, Inc.
James & Carol Babcock
5/9/2016
035029
Fee Simple
Market
Cash Equivalent
\$750,000

Land Data

Land Area (SF)
Land Area (Acres)
Zoning
Shape
Corner Orientation
Street Frontage
Topography
Off-Site Improvements
On-Site Improvements

126,324
2.90
HS-DC, Highway Service District, Airport Industrial Design
Control District
Irregular
No
Along Bowman Road
Level
Some to site
None

Indicators

Sale Price per SF
PV Bonds per SF

\$5.94
\$0.00

Remarks

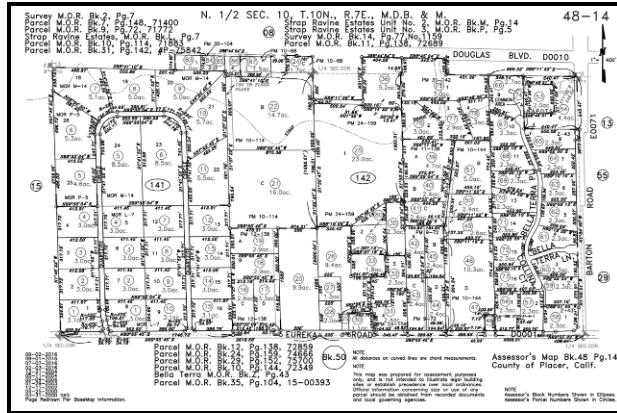
This comparable represents a vacant parcel that is situated proximate to Interstate 80. The comparable is also near residential and retail development.

LAND SALE 3

Property Identification

5220 Douglas Boulevard
Granite Bay, California 95746
Placer County

APN: 048-142-081



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, 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

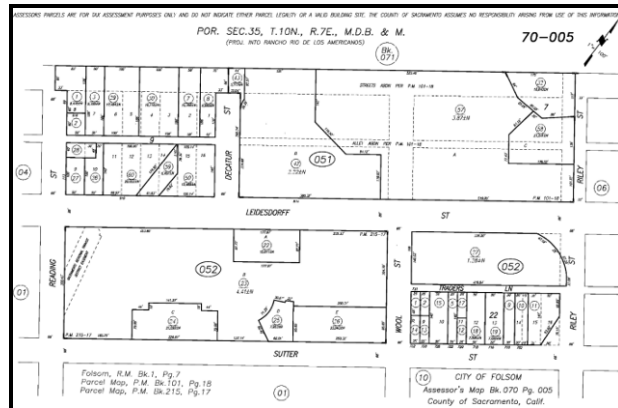
This comparable is located along the south line of Douglas Boulevard. This comparable is proximate to retail, commercial and residential developments.

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

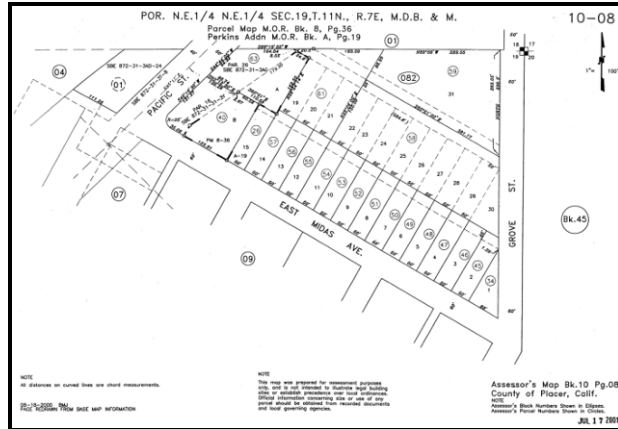
This comparable represents the sale of four parcels in Folsom's historic downtown.

LAND SALE 5

Property Identification

4700 Grove Street
Rocklin, California 95677
Placer County

APN: 010-082-059



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
<i>Adjustment</i>		\$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
<i>Adjustment</i>						
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.
<i>Adjustment</i>						
Adjusted Value		\$6.70	\$5.94	\$5.12	\$5.17	\$5.50
Conditions of Sale	Market	Market	Market	Market	Market	Listing
<i>Adjustment</i>						-5%
Adjusted Value		\$6.70	\$5.94	\$5.12	\$5.17	\$5.22
Expenditures After Sale	None	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>						
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
<i>Adjustment</i>					5%	
Effective Price per SF		\$6.70	\$5.94	\$5.12	\$5.43	\$5.22
Physical Characteristics						
Location	Roseville	Similar	Sl. Inferior	Similar	Similar	Inferior
<i>Adjustment</i>	Downtown		5%			10%
Visibility / Accessibility	Average	Superior	Superior	Similar	Similar	Sl. Inferior
<i>Adjustment</i>		-10%	-10%			5%
Land Area (SF)	90,977	104,544	126,324	121,968	68,803	57,499
<i>Adjustment</i>			5%	5%	-5%	-5%
Off-Site Improvements	In-Place	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>						
Site Utility	Average	Similar	Similar	Similar	Similar	Similar
<i>Adjustment</i>						
Zoning/Restrictions	CMU-SA-DT	PD-C	HS-DC	C2-UP-DC	HD	C-3
<i>Adjustment</i>						
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
Rd.	\$130,000

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 ...

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)

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**



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



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

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

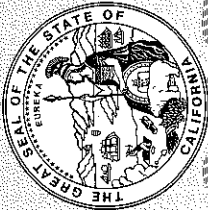
This project involved the valuation of a proposed 248-lot cluster housing subdivision in the city of Roseville. The property contained 26.17 acres of land area, with an overall density of 9.48 units/acre, as proposed. The report was prepared for Bank of America.

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 has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER:

AG 034862

Effective Date:

August 13, 2016

Date Expires:

August 12, 2018

Jim Martin

Jim Martin, Bureau Chief, BREAA

3027983



3825 Atherton Road Ste 500
Rocklin, CA 95765
(916) 435-3883 FAX (916) 435-4774
TAX I.D. 91-1766837

Seevers
Jordan
Ziegenmeyer

INVOICE

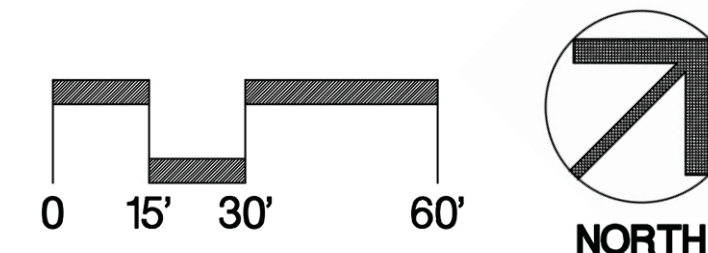
DATE	INVOICE #
10/24/2016	17032

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 CITY OF ROSEVILLE FIRE DEPARTMENT 401 OAK STREET ROSEVILLE, CALIFORNIA 95678	4,650.00
A finance charge of 1.25% per month may be assessed on past due balances. To ensure proper credit, return one copy of this invoice with remittance.	Total Amount \$4,650.00
	Balance Due \$4,650.00

•DOWNTOWN BRIDGE AND ROYER PARK CONCEPT PLAN | OPTION 2•



3/24/2014



DOWNTOWN BRIDGES, TRAIL & FIRE STATION SITE IMPROVEMENT PROJECTS

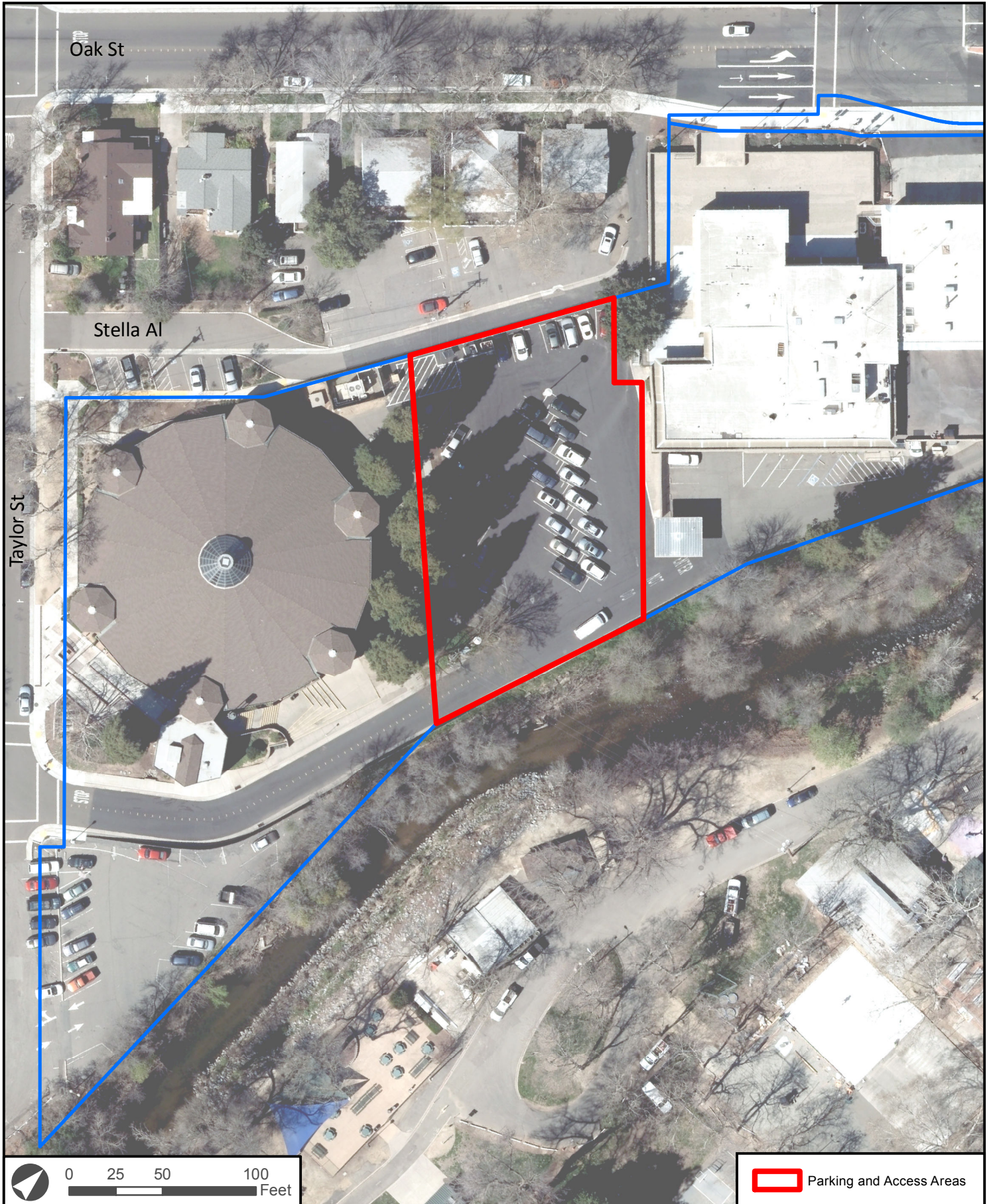


MARK THOMAS & COMPANY
Providing Engineering, Surveying & Planning Services



Callander Associates
Landscape Architecture, Inc.

P I C H E S
ARCHITECTURE





COUNCIL COMMUNICATION

CC #: 8331
File #: 0600-01

Title: Police Department Staffing Study
Contact: James Maccoun 916-774-5011 jmacoun@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 11.1.

RECOMMENDATION TO COUNCIL

Receive a report from the Matrix Consulting Group regarding the current and future staffing needs of the Roseville Police Department.

BACKGROUND

In October 2015, Council authorized the Matrix Consulting Group to conduct a study of the police department's staffing levels, and an assessment of the staffing required to meet present and future workload demands. A service agreement was executed for the study, for a cost not to exceed \$47,200. The study has been completed at a cost of \$43,000, and the consultants are prepared to report to City Council on their findings.

FISCAL IMPACT

The service agreement was executed in 2015, and cost \$43,000. There are no additional costs associated with the issuance of this final report.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to the issuance of this report to City Council, although future police department positions may be created as the recommendations of the report are implemented.

ENVIRONMENTAL REVIEW

The issuance of this report is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dee Dee Gunther, Department Public Information Officer

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Police staffing study final report

Report on the Police Department Planning Study

ROSEVILLE, CALIFORNIA



Table of Contents

1.	Introduction	1
2.	Executive Summary	4
3.	Overview of the Current Service Environment	7
4.	Analysis of Projected Service Needs	21
5.	Results of the Staffing Projection Model	34
	Appendix A: Descriptive Profile of the Department	56
	Appendix B: Results of the Employee Survey	74

1 Introduction

The Matrix Consulting Group was retained by the City of Roseville to conduct a Staff Planning Study. The following report presents the results of the study. This section of the report provides background to the study and how it was conducted.

1. Introduction and Study Background

This study's goal is to analyze the short and longer-term staffing needs for the Roseville Police Department. A desired outcome for the study is that it enables the Police Department to have the tools for continuous master planning of its current and future staffing requirements, with the objective of maintaining the City's low rate of violent crime, reducing the community's fear of crime, and reducing property crime to the extent possible.

Key elements of the scope of work include:

- Assessing current sworn and professional staff (non-sworn) levels. Are staffing levels adequate for current workload and the department's goals, without curtailing service or requiring excessive overtime work?
- Providing a structured and defensible methodology for the Roseville Police Department staff to use in projecting future staffing needs.
- Recommending staffing levels that will allow the department to maintain or increase its current high levels of service.
- Identifying various issues that could impact the Roseville Police Department's staffing over the course of the next 10 years.

There are no simple benchmarks for law enforcement staffing. While it may be simple to suggest that law enforcement resource needs can be based on the number of sworn staff per thousand residents, the Matrix Consulting Group does not use a "per 1,000" ratio as an analytical tool to assess law enforcement staffing needs.

There are many reasons why using metrics, such as "sworn per 1,000" ratios, are

not sufficient for evaluating projected staffing needs, including the following:

- They do not consider the seriousness of the workload levels of the jurisdictions being compared. For example, the crime rate is not considered in any comparative analysis of workloads, specifically, the number of serious crimes in a community (e.g. homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, and larceny).
- They do not consider a jurisdiction's approach to alternative service delivery or "differential law enforcement response." The use of civilian personnel to handle community-generated calls for service and other workloads has great potential to impact the staffing levels of sworn personnel. The number of civilians (i.e. community service officers, telephone reporting, online services, etc.) can be used to maximize the efficiency and effectiveness of sworn personnel.
- They do not consider the differences in service levels provided or philosophies with which a jurisdiction may deliver law enforcement services (e.g., community-oriented or problem-oriented policing, a reactive versus proactive approach, etc.).
- They do not take into account geographic or topographical differences (e.g., square miles of a service area) and other response impediments which can significantly impact patrol staffing needs.
- They also do not take into account changing population characteristics, such as jurisdictions with a significant number of commuters, cities with large seasonal fluctuations in population, or smaller communities adjoining large metropolitan areas with significant public safety workloads.

Instead of sworn per capita ratios, then, our project team evaluates staffing requirements based on unique metrics and approaches associated with individual work units within a law enforcement agency. As a result, empirical methods reflecting the unique needs and service environment in Roseville need to be utilized to build the analysis of the Department from the ground up.

2. Approaches Utilized in the Study

To understand and evaluate staffing needs of the Roseville Police Department, the Matrix Consulting Group accomplished the following tasks in this study:

- Developed data for use in the analysis of responsibilities, deployments, workloads and service levels for each function in the Roseville Police Department.

- The project team conducted extensive interviews of staff throughout the Department. We also solicited employee feedback on current staffing levels, deployments and approaches to operations management.
- The project team met with Community Development staff and evaluated the current and projected population and demographics in the City, projected developments that would impact law enforcement needs and other factors that needed to be considered (e.g., commercial development and transportation / transit improvements).
- The project team collected data to evaluate staffing levels, current deployments, workloads, service levels, crime data, etc. to understand the current crime and law enforcement service environment in Roseville.
- Based on the information collected and incorporating planning assumptions developed and review with the Police Department, the project team developed a staffing model for use now and in the future as experience and service expectations change.
- Throughout this process the project team met with staff in the Police Department to review facts, findings, issues and assumptions and recommendations.

This report provides the results of this analysis of current and projected staffing in Roseville.

2 Executive Summary

1. Approach to Conducting the Planning Analysis

The primary goal of the study was to project the staffing needs of the department over the next ten years. Two core assumptions were developed to guide this process, as developed in coordination with department leadership:

- For projecting staff in every functional area – whether patrol, field support, investigations, or another area of the department – it is assumed that **the current service level should be maintained**. For example, it is assumed that core investigative staff will handle the same number of cases *per detective* as they do now.
- There are a few exceptions to this rule where it is deemed that the current level is inadequate. In the report, it is specifically noted where this is the case.

In order to develop the foundation of our understanding of the department and its service environment, the project team conducted extensive on-site work and analysis of data, including through the following methods:

- Interviews conducted on site with department personnel, including managers, line-duty personnel, and professional staff.
- Ride-alongs conducted in the field with patrol officers and sergeants, as well as personnel assigned to the Downtown Unit.
- Feedback, direction, and input given by department leadership.
- An anonymous employee survey, which provided opportunities for both structured and open-ended input to be given on a wide range of topics.
- Analysis of data collected by the project team, including a year of computer aided dispatch (CAD) records, and detailed population projections for the future.
- Additional analysis of data from outside sources, such as census and transportation data.

Through a combination of the various methods for identifying issues and collecting data, our project team was able to develop the methodology and metrics used to determine the projected staffing needs for the next ten years.

2. Summary of the Planning Analysis

The methodology used by the project team determined that as population increases over the next ten years, crime and calls for service totals will increase as well, although at somewhat lesser rates. The table below summarizes these findings, using both the higher and lower estimates calculated by the project team:

Projected Population and Service Needs by Planning Area Category

<i>Upper Estimate</i>						
Projection	2015	2020	2025		10YR +/-	10YR
Population	138,006	157,127	176,247		+ 38,241	+48.2%
Calls for Service	40,370	45,023	49,039		+ 8,669	+21.5%
Crime	3,679	4,182	4,612		+ 933	+25.4%
<i>Lower Estimate</i>						
Projection	2015	2020	2025		10YR +/-	10YR
Population	128,898	138,911	148,923		+ 20,025	+25.3%
Calls for Service	40,370	42,831	44,999		+ 4,629	+11.5%
Crime	3,679	3,944	4,179		+ 500	+13.6%

Using the midpoints of crime, population, and calls for service data, the project team was able to determine how these increases would affect the workload levels – the number of total hours per year that must be spent – in order to determine the staffing needs of patrol and core investigations. The proportional changes to service needs were then able to be used to determine line-level staffing needs for specialized

functions. Staffing for support functions, such as records, were then projected based on changes to staffing in the units and functions that they provide services to. Supervisory staffing, continuing the guidelines of current line-to-supervisor staffing ratios – where the current level was adequate – were expanded to reflect the projected increases to the staffing of their direct reports.

The table below summarizes the projected staffing needs for the police departments in five-year increments, breaking the changes down by sworn and civilian positions:

Summary Results of the Staffing Projection Analysis

	Now	0YR	5YR	10YR	% Change
Sworn	128	126	138	148	+16.4%
Civilian	66	69	73	77	+15.9%
Total	187	195	211	225	+16.2%
+/-	–	+3	+15	+14	(+32)

Overall, as the population grows by about 36.7% (the midpoint of the higher and lower population projections), the overall staffing level of the department will need to increase by approximately 20%, or 38 positions.

A complete and detailed account of the changes by each position and assignment, as well as the assumptions and factors used in the calculations, can be found on page 34.

3 Overview of the Current Service Environment

1. Community Characteristics

The sections below discuss recent trends in population and crime within Roseville.

(1) Population Growth

The following table displays population trends in Roseville from 2010 to 2014, using estimates from the US Census Bureau:

Roseville Population Growth (2010 – 2014)

Year	Total Pop.	+ / –
2010	118,788	
2011	122,294	
2012	124,210	
2013	126,809	
2014	128,615	
5YR Change	8.3%	
3YR Avg. Growth Rate	1.7%	

At a five-year overall growth rate of 8.3%, approximately 9,859 residents have been added per year – a substantial pace for a city the size of Roseville. Most of this growth has occurred in new developments, rather than higher-density redevelopments in existing areas, which is an important consideration regarding the effects of the growth on public safety service needs.

(2) Part I Crime Trends

The following table outlines Part I (Major) crime occurrences from 2009 to 2013, as reported to FBI's Uniform Crime Reporting system:

Roseville Part I Crimes (2009 – 2013)

	2009	2010	2011	2012	2013	
Violent Crime	323	334	248	293	261	
Murder and nonnegligent manslaughter	2	1	1	2	1	
Forcible rape	14	17	24	15	13	
Robbery	92	87	43	84	64	
Aggravated assault	215	229	180	192	183	
Property crime	3,869	3,802	3,541	3,288	3,343	
Burglary	525	542	534	519	482	
Larceny-theft	3,020	3,029	2,786	2,536	2,623	
Motor vehicle theft	324	231	221	233	238	
Arson	9	6	11	13	17	
Part I Crimes Per 1,000 Pop.	28.0					
5YR Violent Crime Change						▼ -19%
5YR Property Crime Change						▼ -14%

While growth has occurred in the city, total numbers of both violent and property crime have been decreasing. This is an important point, as it underscores that is not accurate to scale the service needs of a community directly with population as it increases. There are many other factors at stake which should be considered in any analysis of the effects of growth.

2. Regional Considerations

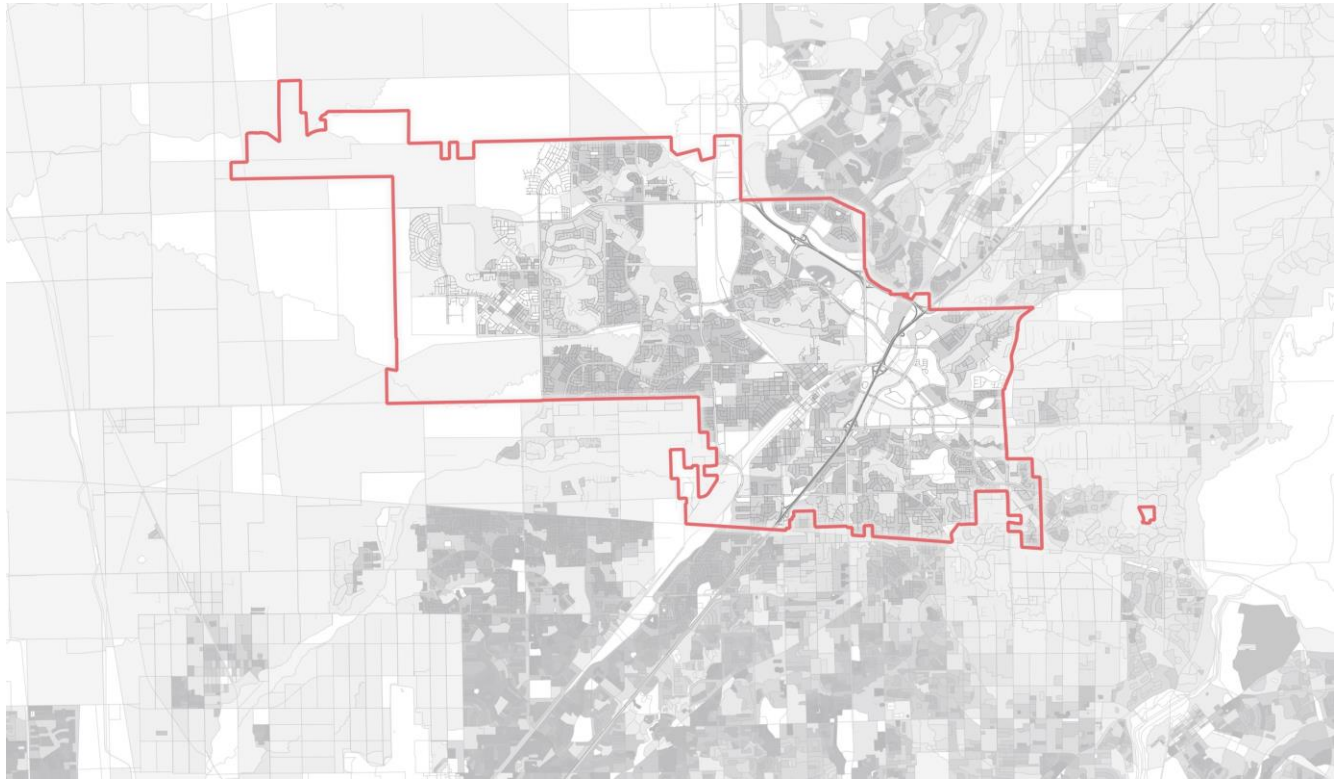
The experience of rapid growth in recent years has been shared by the surrounding region, which as a whole is also forecasted to continue to expand significantly over the next two decades.

Roseville, which is in somewhat of a unique position geographically, retains significant amounts of undeveloped land in the western third of its boundaries. While Roseville immediately borders urban-density areas to the south, and to a lesser extent in the north as well, population is more sparsely population to the east and west.

These factors are evident in the map below, which shades areas in grayscale

according to population density:

Roseville Boundaries Within Surrounding Region

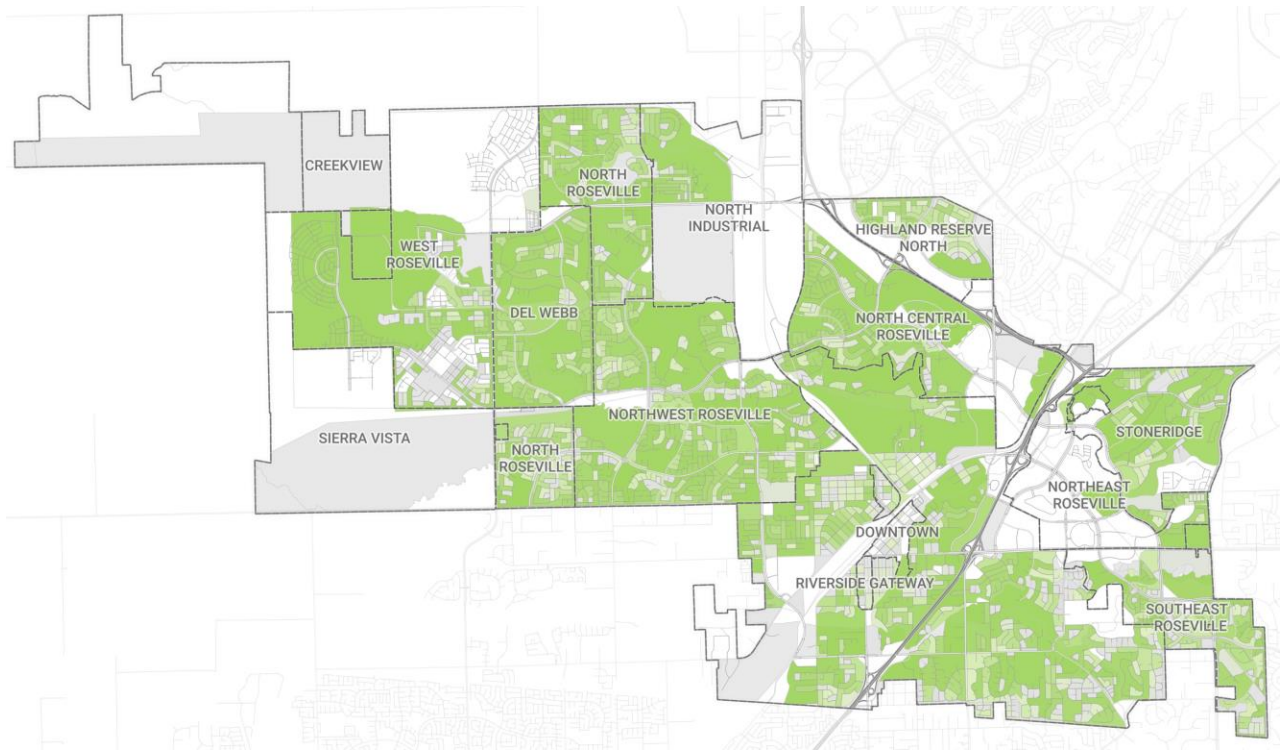


Darker shading indicates higher population density

Particularly with the development of the Galleria shopping center, the city has become a regional commercial and retail hub, which attracts a number of visitors from the surrounding area. The influx of daytime population within Roseville has also been further expanded by the construction of many significant office developments throughout the city, which continues currently with the redevelopment of the HP Campus Oaks land, an area comprising approximately 500 acres.

Residential population density in Roseville is largely consistent throughout the city, as evidenced by the following map:

Population Density (2010 Census)



In effect, the lack of *virtually any* variation in green shading within the map above reflects the fact that density is largely uniform throughout many parts of the city. The size of major commercial and industrial developments are also visible, as are the undeveloped areas in the western part of the city.

3. Current Calls for Service and Community-Generated Patrol Workload

In order for projections to be made regarding the workload handled by patrol and the staffing resources required to maintain a high level of service in the future, it is first critical to develop an accurate reflection of the current service environment.

(1) Methodology

Our project team has calculated the community-generated workload of the department by analyzing incidents records in the computer aided dispatch (CAD) database within the past year. For incidents to be included in the results of this process,

the following conditions needed to be met:

- The incident must have been unique.
- The incident must have occurred within the specified time period, with a call creation time stamp signifying this.
- The incident must have involved at least one Roseville Police Department patrol officer, including K9 units (identified using the unit code naming conventions offered by the patrol watch sheets).
- The incident must have been originally initiated by the community (911 or non-emergency telephone source), as well as a valid call type corresponding to community-generated activity.
- There must be no major data irregularities/issues with the incident's record that would prevent sufficient analysis.

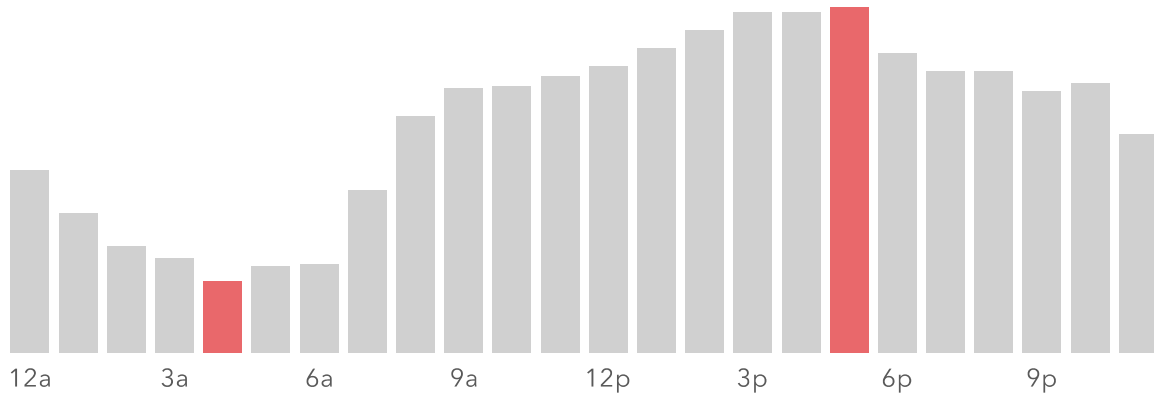
After filtering through the data as listed above, the remaining calls represent the community-generated calls for service handled by the department.

(2) Calls for Service by Hour and Weekday

The following table displays the total number of calls for service handled by patrol units by each hour and day of the week:

Calls for Service by Hour and Weekday

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0000	273	183	158	150	166	170	239	1,339
0100	208	127	121	135	133	109	187	1,020
0200	165	91	92	87	97	98	153	783
0300	131	85	88	85	95	86	114	684
0400	82	78	83	82	63	65	77	530
0500	90	85	96	78	100	101	84	634
0600	72	117	102	88	99	107	71	656
0700	102	208	150	200	209	174	141	1,184
0800	147	267	264	293	290	288	180	1,729
0900	196	320	292	302	290	280	240	1,920
1000	220	323	287	293	282	288	247	1,940
1100	243	314	318	305	303	257	285	2,025
1200	237	400	334	290	270	273	293	2,097
1300	268	386	290	346	318	315	302	2,225
1400	312	392	363	319	361	297	304	2,348
1500	289	347	354	436	379	367	315	2,487
1600	308	364	352	394	368	379	321	2,486
1700	323	367	370	366	373	406	310	2,515
1800	236	358	294	343	328	351	285	2,195
1900	260	299	305	301	297	276	313	2,051
2000	272	279	267	315	238	346	334	2,051
2100	245	267	221	282	258	284	349	1,906
2200	246	247	288	245	259	296	387	1,968
2300	199	180	186	200	196	273	363	1,597
Total	5,124	6,084	5,675	5,935	5,772	5,886	5,894	40,370



As the chart demonstrates, calls for service volume is largely constant throughout the majority of the day, fluctuating relatively little from about 0800 hours to 2200 hours. After that, call activity drops significantly, falling to only a fraction of the level it remains at for much of the day.

3) Calls for Service by Month

The table below shows calls for service totals by month, as well as by quarter:

Calls for Service by Month

Month	# of CFS	Qtr. %
Jan	3,289	25%
Feb	3,152	
Mar	3,476	
Apr	3,351	25%
May	3,379	
Jun	3,291	
Jul	3,610	26%
Aug	3,525	
Sep	3,397	
Oct	3,510	25%
Nov	3,135	
Dec	3,255	
Total	40,370	

It is typical in many departments, particularly those outside of California, to see significant differences between the seasons in call activity totals. That is not the case in

Roseville, where calls for service volume remains relatively the same for all twelve months of the year.

(5) Summary of CFS Workload Factors

Each call for service represents a certain amount of workload, much of which is not captured within just the handling time of the primary unit. The following table presents the various factors which also must be considered, some of which – as a result of limitations in the measurability of certain workloads – are normative values that have been developed based on the experience of the project team:

Summary of Patrol Workload Factors

Category	Value	Pct.
Total Number of Calls for Service	47,019	
Avg. Primary Unit Handling Time (min.)	35.5	42%
Backup Units Per CFS	1.00	
Avg. Backup Unit Handling Time (min.)	29.9	35%
Reports Written Per CFS	0.33	
Time Per Report (min.)	45.0	18%
Jail Transports/Bookings Per CFS	0.05	
Time Per Jail Transport/Booking	80.0	5%
Avg. Workload Per Call (min.)	84.7	
Total Workload Hours	66,344	

Overall, each call for service represents about 84.7 minutes of workload on average for patrol officers. Primary unit handling time is around half of that time, and at 35.35 minutes per call, is within the typical range for departments. The total of 84.7 minutes per call, while also within the typical range, is somewhat on the higher end.

(6) Patrol Unit Availability and Overall Proactivity

Proactive time is calculated through an analytical approach that examines the

community-generated workload handled by patrol units, as well as the current staffing levels of the division, in order to produce a realistic estimation of the department's staffing needs at its targeted service levels. The data required to complete the analysis has been obtained from the computer aided dispatch system and other statistical data maintained by the Roseville Police Department. A number of assumptions have been made in the approach in order to provide an accurate model of patrol workload. The following dot points provide a summary of these factors:

- Proactivity is calculated by subtracting the time spent by units handling community-generated workload from the total actual availability of patrol officers.
- While proactivity needs depend on the community served by the department, between 35% and 50% of the actual time worked in the field by patrol units should be used to handle community-generated workload. The remaining portion of time should be used to conduct proactive patrol and community policing.
- The estimated availability of patrol units is calculated by factoring in all leave, training, overtime, time spent performing administrative functions, and every other impact to actual officer availability from the base authorized staffing figures.
- Proactivity analysis focused only on patrol officers; the activity and staffing of all other functions provided by the department – including all investigative, support, management, and special services – are not included in any of the calculations.
- In some cases, data is not available to exactly represent every aspect of the department covered by the proactivity model. Time spent writing reports when not assigned to a call, for example, based on project team experience.
- The percentage of proactive time available to patrol units is understood as an overall average that varies constantly from day to day.

Overall, the goal of the analysis is to accurately model the ability of patrol units to be proactive given current staffing allocations, and should not be considered a performance measure of how the proactive time is being used. Instead, the analysis ties the workload completed by patrol units to staffing levels in order to provide the opportunity for effective proactive policing. A department should generally target

between 35 and 55% as an effective level of overall proactivity.

Patrol Unit Availability and Overall Proactivity

Category	Value
Work Week Length	40
Annual Work Hours	2,080
Total Leave Hours	263
On-Duty Training Hours	21
On-Duty Court Time Hours	20
Administrative Time Per Shift (min.) ¹	130
Total Administrative Hours	375
Net Available Work Hours Per Patrol Unit	1,401
% Net Availability	67.3%
Number of Patrol Units (Incl. K9)	64
Total Workload Hours	57,423
Overall Proactivity Level	35.9%

Overall, patrol retains a 35.9% level of patrol proactivity – the percentage of time patrol units have left over after handling community-generated workload, administrative tasks, various types of leave, and anything else that would prevent them from being available and on-duty. While 35.9% overall proactivity is within the effective range for patrol services, it is among the higher levels of patrol coverage.

Although this number is influenced by the number of staff allocated to patrol functions, Moderate-to-high average per call workloads, as well as high administrative time factors, play a large part in contributing to the rate. Nonetheless, for the purposes of the planning analysis, it is assumed that this level is targeted to continue in the future.

(7) Geographic Distribution of Calls for Service and Crime

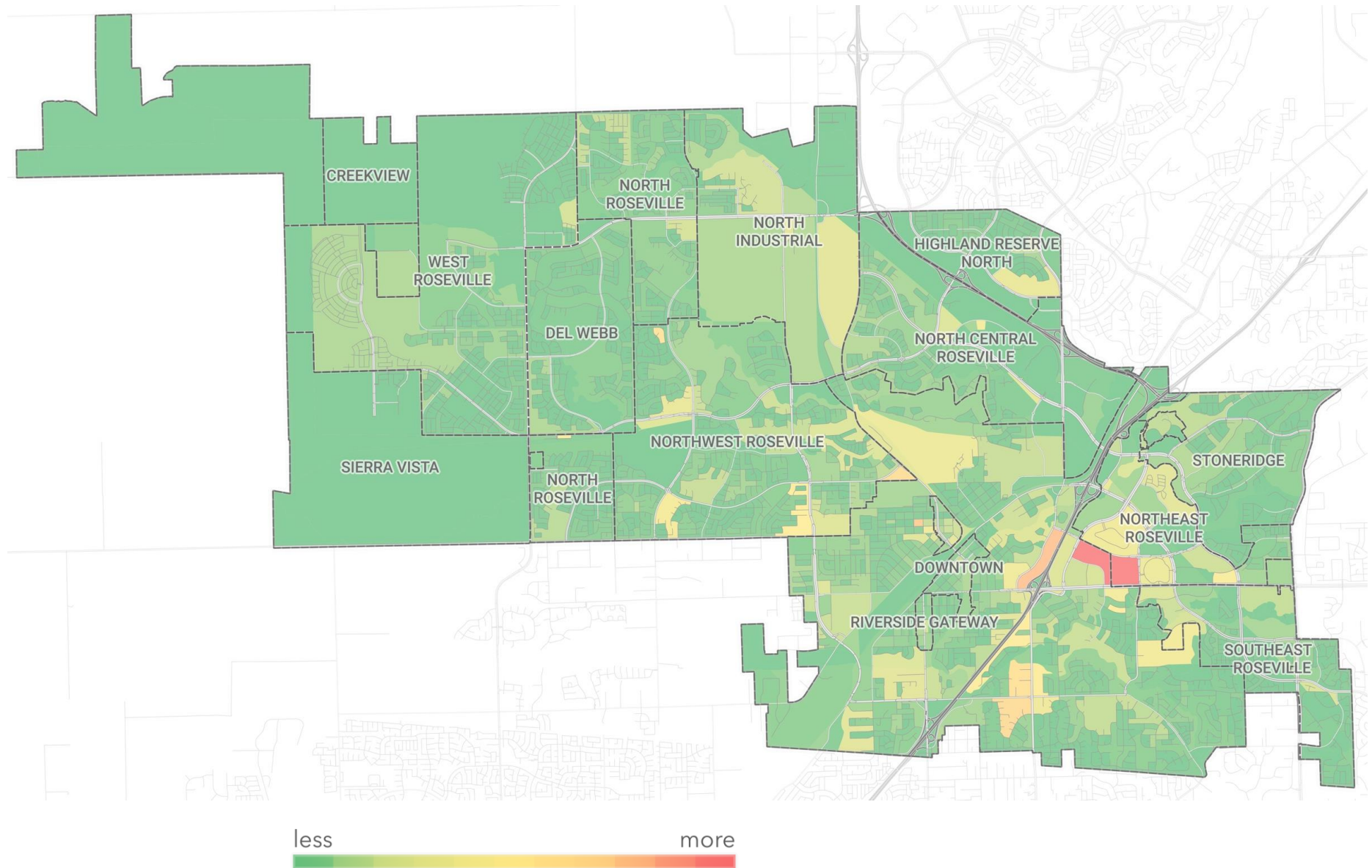
The set of maps located on the following pages display the relative variation in calls for service and Part I crime activity by census block over the past year, as well as

¹ Includes time spent during briefing, as well as the hour of fitness at the beginning of each shift.

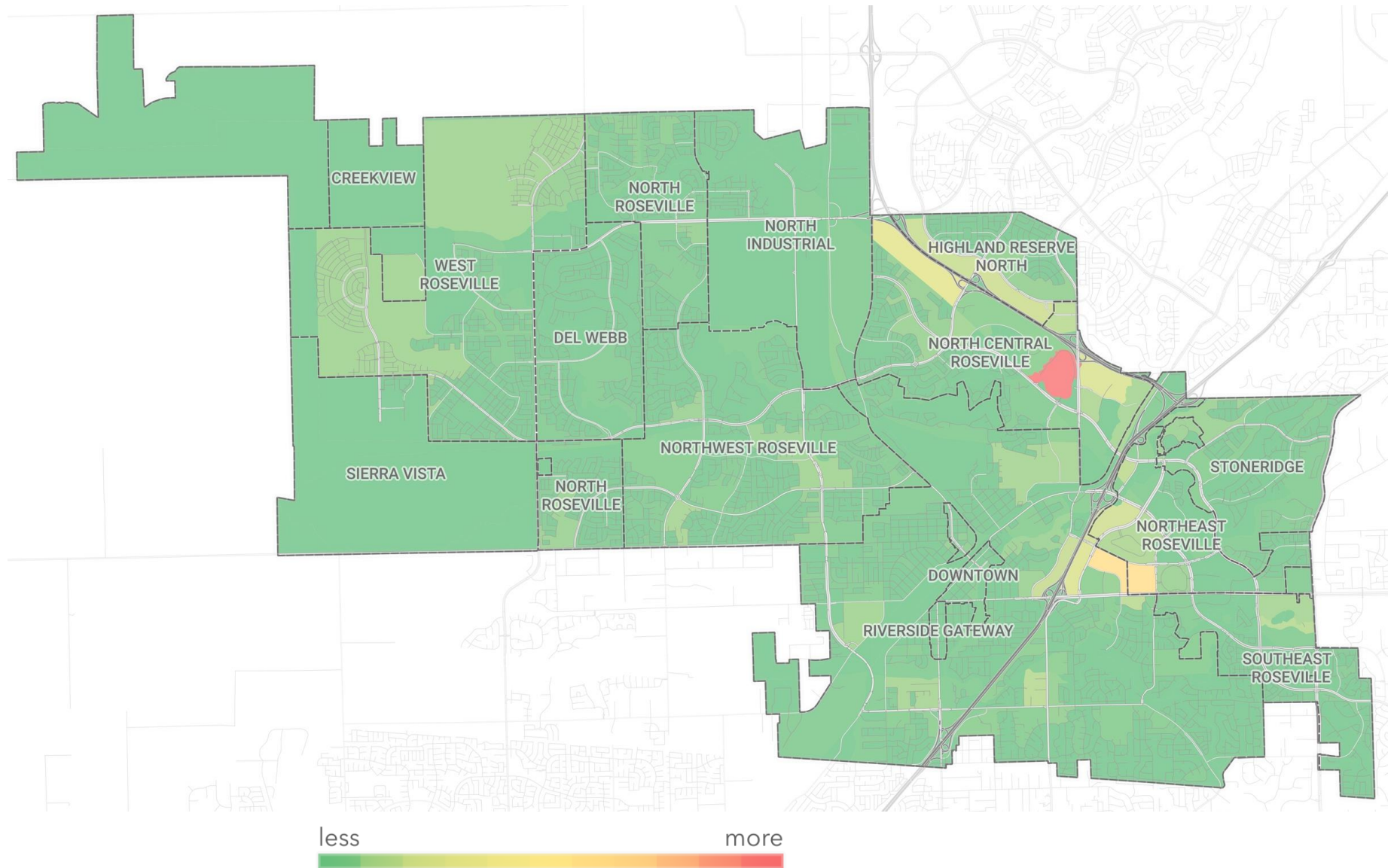
heat maps for both call for service and crime activity.

- Interestingly, calls for service appear to be much more spread among census blocks in comparison to crime.
- While in the two census block maps, the eastern and southeastern parts of the city feature the relatively higher levels of activity, there are more areas throughout the city with greater than the average number of calls for service.
- This is not the case with the two heat maps. which are measures of concentration, rather than volume.
 - The heat maps show calls for service to be more concentrated by location than crime, which appears to be more generalized among areas.
 - Largely the same areas are shared between the two heat maps, with the exception of crime in the North Central Roseville/Highland Reserve north areas in the crime map, which do not display nearly as prominently in the calls for service map.

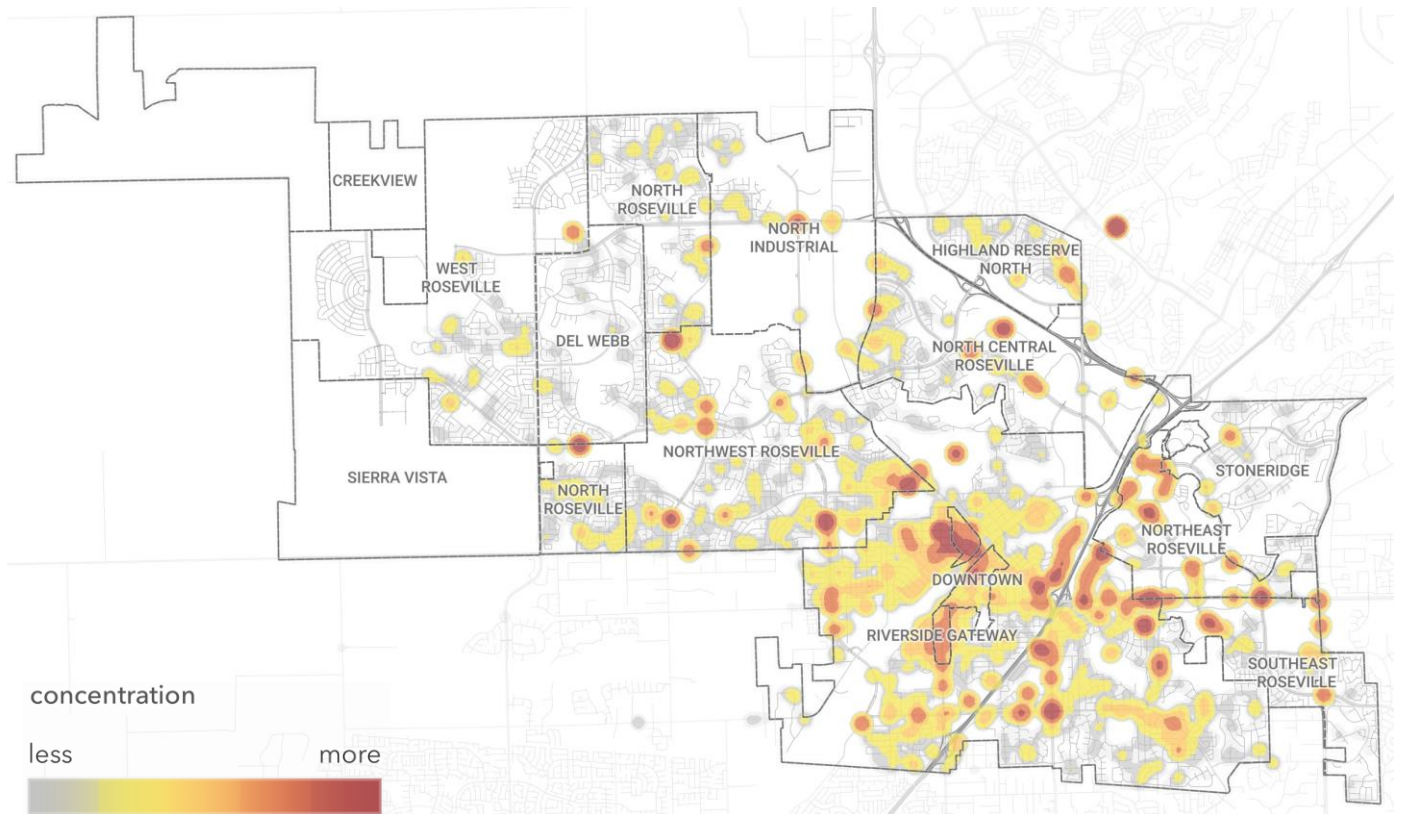
Call for Service Volume by Census Block



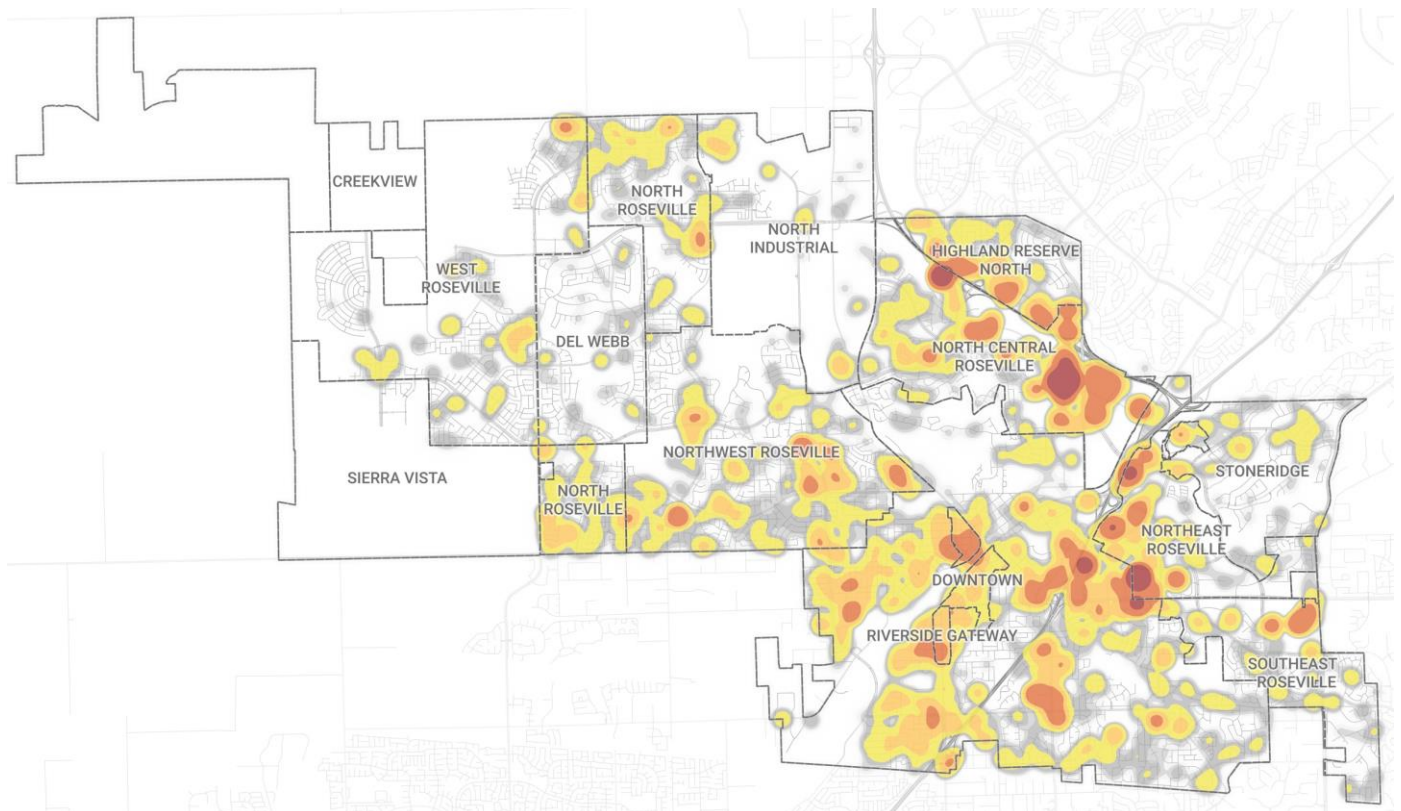
Part I Crime Volume by Census Block



Heat Map of Calls for Service



Heat Map of Part I Crime



4 Analysis of Projected Service Needs

The following provides basic overview of the results of the service needs assessment model, as well as the process used to determine staffing projections based on the results of that analysis.

1. Notes on the Population Growth Datasets Used

Two sets of population projections were to create estimates of how growth would affect service demands in the city over the next ten years. The two datasets, both of which originating from the Roseville Planning Department, did not have identical data, and correspond to different calculation processes.

- The first set of growth estimates obtained, which plans for a much higher level of growth, is attributed to the general plan (updated in 2014).
- The second set of growth estimates obtained, which features a more moderate level of growth, was completed in July 2015.

Roseville is divided into number of specific planning zones (SPZs), and clearly separate areas by when they were developed. The *upper* (first set) growth estimates showed specific figures for each individual SPZ area. The *lower* (second set) estimates did not, and so the relative proportions of each area in the upper estimates were applied by timeframe, in relation to the amount of growth that was occurring.

2. Considerations for Modeling New Growth Areas

The following sections detail the process by which similar areas of the city have been grouped together in order to realistically model what the effects of newly built areas will be on public safety, based on the service needs of the areas most likely to share similar characteristics.

(1) Categorizing Planning Zones to Model the Effects of Growth

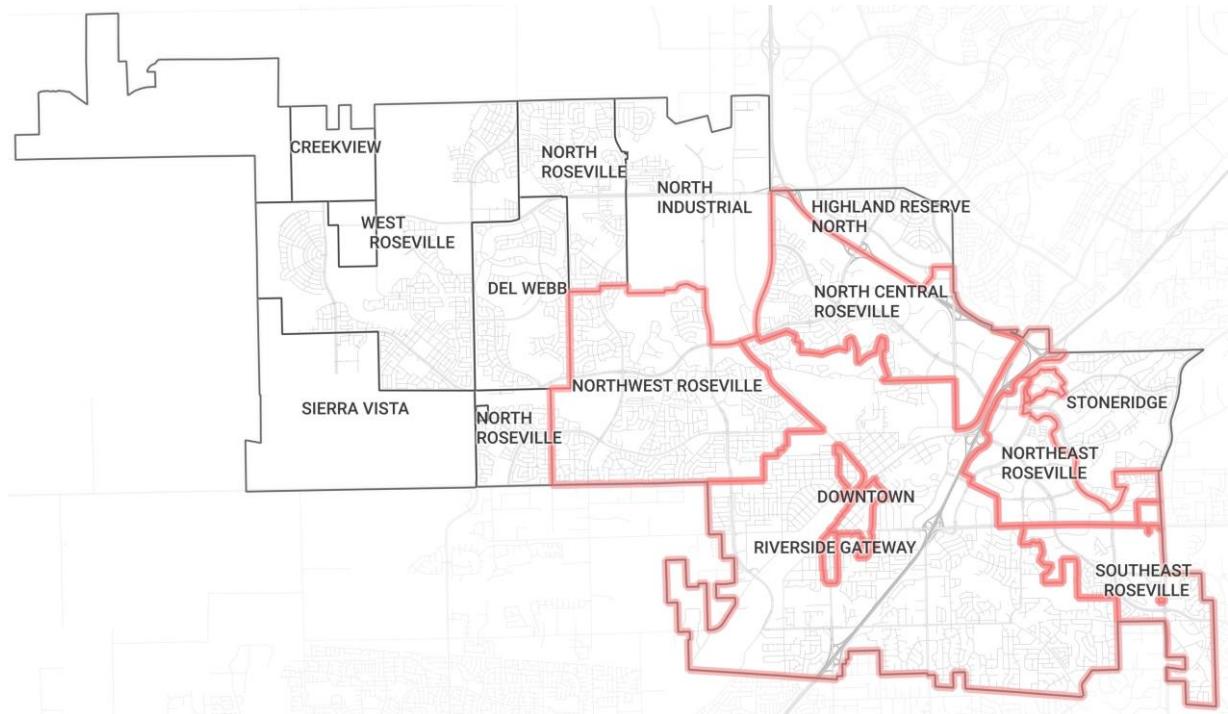
The ability to tie growth into smaller geographical units is critical for the accuracy of the model in projecting future service level needs. Because crime and call for service data can also be mapped geographically, the datasets may be brought together at a detailed level of analysis. Moreover, because the specific planning zones reflect specific points in the timeline of Roseville's growth, the areas may be analyzed separately to evaluate how their service needs differ.

For the purposes of the model, the specific planning zones were categorized into three general grouping, as follows:

Categories Assigned to Specific Planning Zone (SPZ) Areas

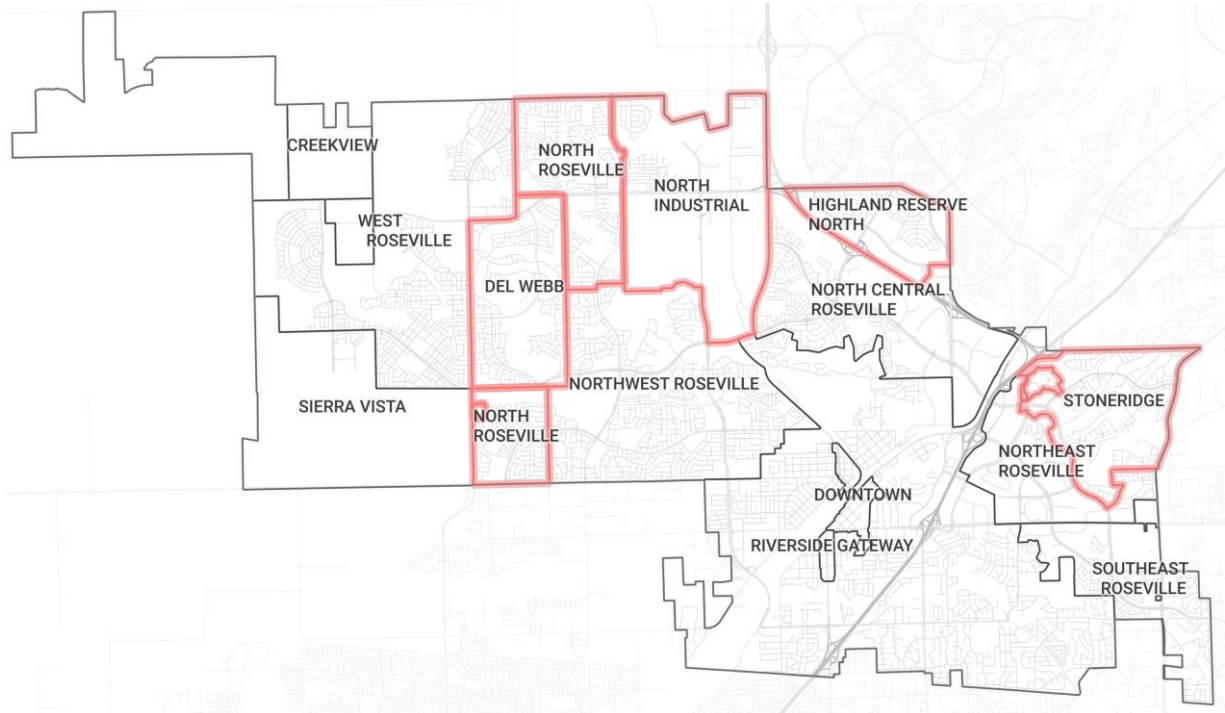
1 Existing Development Areas

Includes the planning zones of Downtown, Riverside Gateway, North Central Roseville, Northwest Roseville, Northeast Roseville, and Southeast Roseville, as well as any infill zones within those areas.



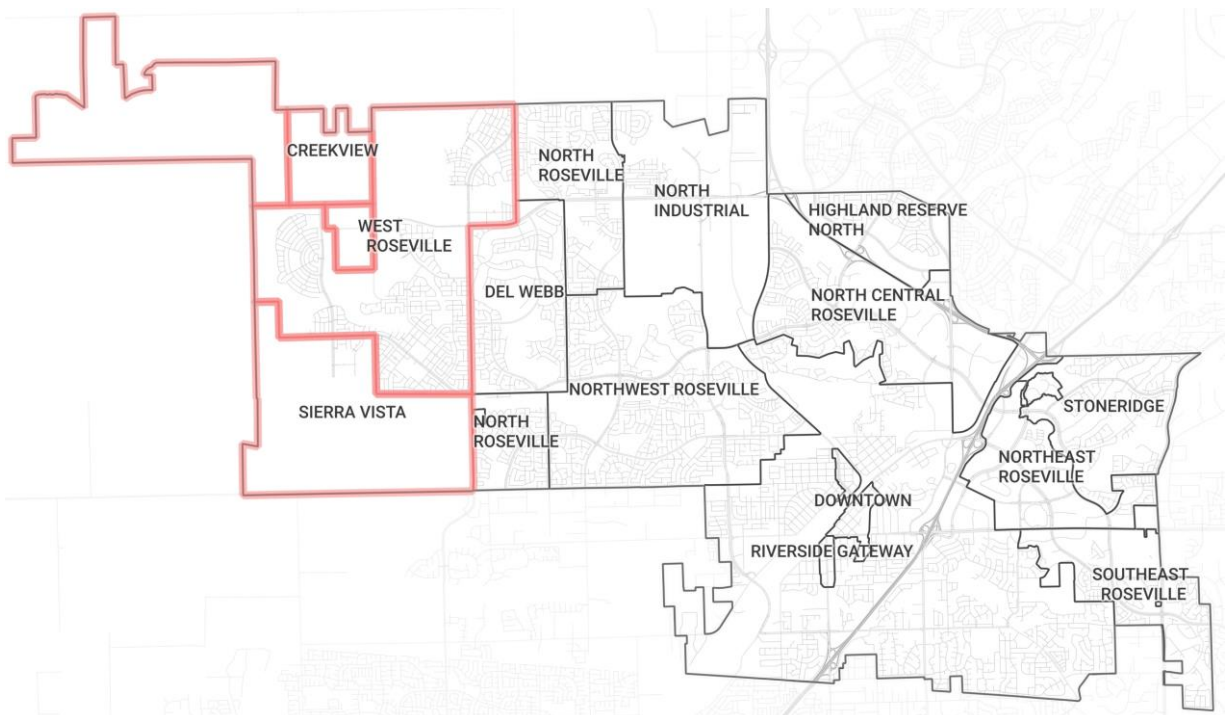
2 Recently Developed Areas

Includes the planning zones of North Roseville, Del Webb, North Industrial, Highland Reserve North, and Stoneridge, as well as any infill zones within those areas.



3 New and Future Development Areas

Includes the planning zones of Creekview, West Roseville, and Sierra Vista, as well as any infill zones within those areas.



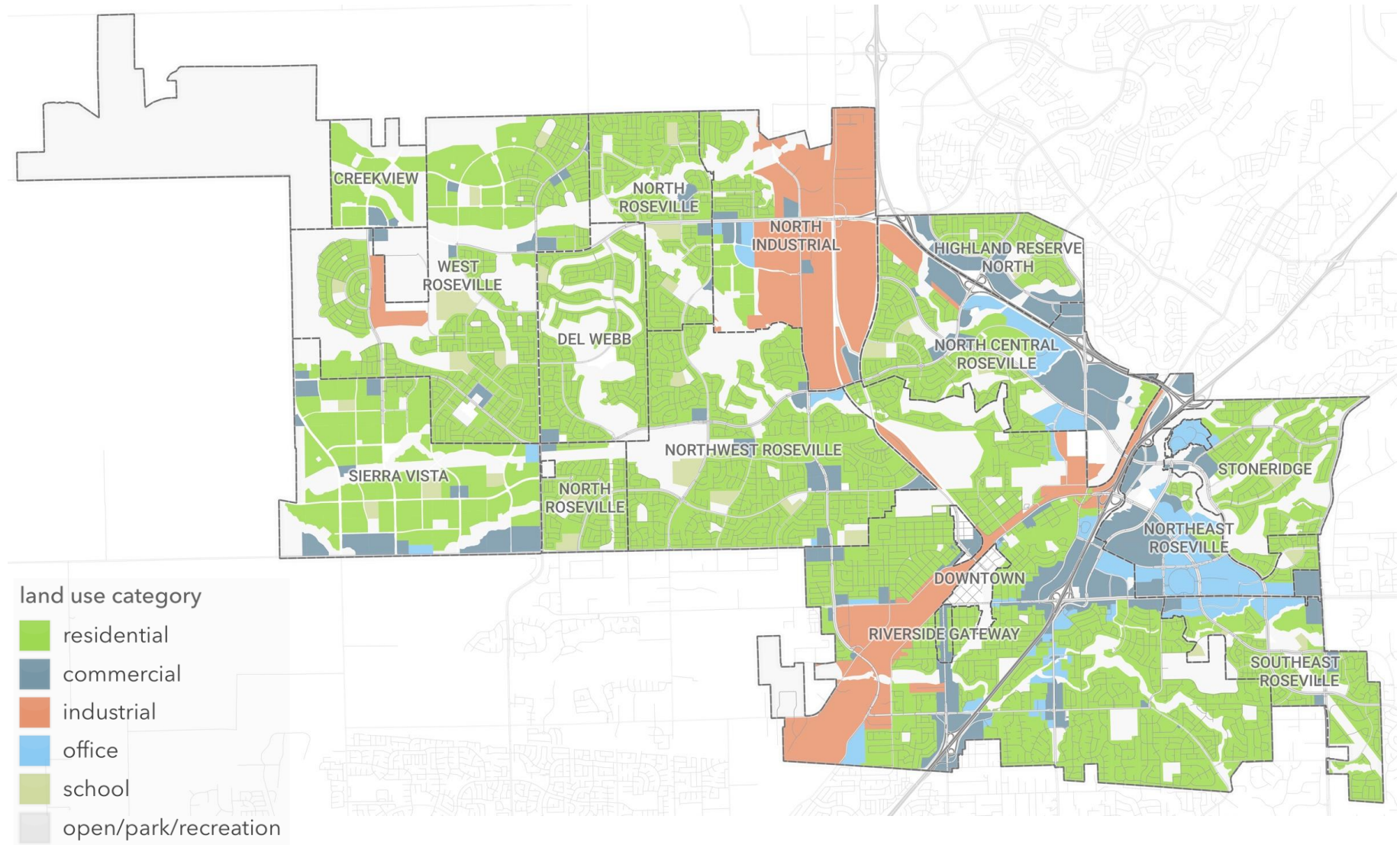
Overall, the new and planned development areas (*category three*) share many of the characteristics of the more recently developed areas (*category two*).

(2) Similarities in Planning Characteristics by Area Category

The shared characteristics between the latter two categories – ‘recent developments’ and ‘new/future developments’ – are immediately visible, for instance, in contrasting between the street networks in each area. The roads within the Downtown area and its surrounding vicinity are built in a grid, with neighborhood roads often filling in the gaps between them. In the majority of areas within the other two categories of planning zones, the transportation networks feature winding arterial roads surrounded by cul-de-sac neighborhoods, with many of them resembling large developments. While these observations of course have no relevant implications on the public safety service needs of each area, they infer that the characteristics of the newer and recently developed areas are more similar than with the older development areas.

This is also clear from examining the current designations for land use in Roseville, displayed in the map located on the following page:

Current Roseville Land Use Designations



In comparing land use designations within the three areas, the new and more recently built developments share similar characteristics, including high proportions of open space, parks, and recreational areas, as well as comparatively few office building developments. Additionally, commercial areas tend to be much smaller and more spread out, often surrounded by residential neighborhoods and lacking direct access to a major road. Outside of the planning zones Stoneridge and Highland Reserve North, the new and recently developed areas are comparatively much further away from major freeways.

While these factors are not necessarily indicative of a higher service need environment, they are able to demonstrate that the pre-existing areas of the city are fundamentally *different* environments than the new and planned developments in the western part of the city. To this point, these differences highlight the similar characteristics of the new/planned developments and the more recently developed areas.

(3) Similarities in Service Need Characteristics by Area Category

Crime levels within the three categories also match this level of similarity, with the recent and new/future developments possessing more similar rates of both violent and property crimes in comparison with pre-existing developments.

Part I (UCR) Crime Occurrences, 11/2014 – 11/2015

Area Category	Violent Crime		Property Crime	
	#	%	#	%
Existing	330	87%	2,639	80%
Recent	39	10%	537	16%
New/Future	12	3%	122	4%
Total	381	100%	3,298	100%

In the more recently developed areas of the city (category 2), on a per capita basis:

- Property crimes occur at a rate of **14.3 per 1,000 residents**.
- Violent crimes occur at a rate of **1.0 per 1,000 residents**.

In all other areas of the city, taken as a whole – which together accounts for over 60% of Roseville's entire population:

- Property crimes occur at an overall rate of **31.2 per 1,000 residents**.
- Violent crimes, in contrast to the newly developed areas occur at a rate of **3.9 per 1,000 residents**.

It is evident that given the wide disparity in crime rates between the more recently developed areas and the already existing zones, the former provides a more reasonable baseline from which to project service needs than if those of the city as a whole were taken uniformly.

In the newly developed/future development areas of the city, it is also worth noting that both property and violent crimes actually occur at a lower rate than either of the other two categories. This is can be somewhat misleading, however, as it would also not be accurate to estimate future levels of crime based on this information, given the relatively early current stage of the community's development with respect to projected buildout.

(4) Conclusions and Considerations for Modeling Future Service Needs

Given the objective of developing projections for future increases in community-generated workloads, as well as a plan for the department's resulting staffing needs, modeling the effects of planned buildout based on recent buildout provides a highly accurate methodology. Because the more recently built developments are closely representative of the new/planned developments' own characteristics, the service needs generated from future buildout can be estimated from the rates at which services are requested in those communities.

This forms an important assumption for this analysis: **The per capita service needs of any new or just-built development – including residential, commercial, and other types of areas – will match those of the more recently constructed developments that share**

similar characteristics.

Because the population growth data is tied to the areas as well, service needs for each individual area can be projected into the future based on the established relationship of population to call for service/crime activity in that type of area.

(3) Framework of the Service Needs Projection Model

With the assumption in place that new areas will model the service characteristics of the most recently developed areas, the results of the current patrol workload analysis can be mapped geographically, along with Part I crime data, and other relevant sources of information, in order to determine what those service characteristics are.

As a result, future service needs can be projected into the future as follows:

- Using current workload data (which has been mapped geographically) against current and expected projections of growth, **calls for service and crime are projected at five and ten-year levels using the current per capita ratios for that planning zone category.**
 - In **pre-existing areas**, its *own* per capita ratios of crime and CFS are used (applies to Downtown, Riverside Gateway, North Central Roseville, Northwest Roseville, Northeast Roseville, and Southeast Roseville as well as any infill zones within those areas).
 - In **recently developed areas**, its *own* per capita ratios of crime and CFS are used (applies to Creekview, West Roseville, and Sierra Vista, as well as any infill zones within those areas).
 - In **new and future development areas**, it's the per capita ratios of crime and CFS in *recently developed areas* are used.
- Because the distribution of land use by type is highly similar between the new and recent development areas, adjustments will not need to be made to account for significant differences in land use within the buildout areas.
- Per capita crime and CFS rates are, however, adjusted by certain percentages in order to account for increases in service needs that occur as a result of the population growth in surrounding zones – rather than from changes within the zone itself.
 - It is assumed that additional service needs are generated in pre-existing areas as a result of any influx of residents in new developments.
 - For instance, the mall will have more visitors, and thus more CFS, if twice as

many residents live nearby).

- The adjustments made to the model factor in an additional 2-8% in the per capita rates CFS and crime generation in already-developed areas, depending on the set of growth projections used.
- These figures are approximately in proportion to the overall growth rates of both growth estimate datasets.
- It is worth noting that 2010 is used as the baseline for population (Census data), and 2015 is selected as the baseline for CFS and crime projections, as our collected data covers that time period. From that point, estimates are provided in five-year increments – 2020 and 2025.

2. Results of the Service Needs Projection Model

Using the process outlined in the previous chapter of this report, estimates of population, calls for service, and crime are developed from 2015 to 2025. The latter two of these projections provide the central framework of the department staffing projections, crime and calls for service represent the two most basic ‘inputs’ into a police department from which services are provided in return. With reasonably accurate projections of both, future staffing needs and service gaps are more readily identified and effectively planned for.

By contrast, the use of population alone in staffing projections will often generate misleading results that can in turn lower the effectiveness of the planning process. Instead of basing forward-looking plans off of the magnitude of upcoming changes in the community – such as the construction of large housing developments – it is more important to consider the factors which may increase or decrease the service needs that they will generate.

The following sets of tables provide the results of these calculations, basing the law enforcement service needs of new developments off of the those in which they share similar characteristics – in terms of population density, street network type, the proportion of residential areas to commercial developments, among many others. Projections have been calculated from both the upper and lower growth projections, which each produce vastly different results.

(1) Population Projections

Using the 2010 Census figures 2010 as a base, the population projections cover a period of fifteen years, with Roseville's population growing from 25 – 48% within that timeframe:

Population Projections by Area Type

Upper Estimate (Higher Growth)

Area Category	2010	2015	2020	2025	15YR +/-	15YR %
Existing	84,175	84,598	85,020	85,443	+ 1,268	+1.5%
Recent	29,191	37,645	46,098	54,552	+ 25,361	+86.9%
New/Future	5,520	15,764	26,008	36,252	+ 30,732	+556.7%
Total	118,886	138,006	157,127	176,247	+ 57,361	+48.2%

Lower Estimate (Moderate Growth)

Area Category	2010	2015	2020	2025	15YR +/-	15YR %
Existing	84,175	84,396	84,618	84,839	+ 664	+0.8%
Recent	29,191	33,618	38,044	42,471	+ 13,280	+45.5%
New/Future	5,520	10,884	16,249	21,613	+ 16,093	+291.5%
Total	118,886	128,898	138,911	148,923	+ 30,037	+25.3%

In effect, the growth models indicate that 10,000 – 20,000 residents will be added every five years until 2025. While the most significant growth is occurring in the newest planning zones, the recently developed areas are adding nearly as many residents.

(2) Call for Service Projections

The table below provides call for service estimate by area category from 2015 to 2015, based on the CFS per capita in each area, as well as an adjusted increase in that rate – designed to account for service needs that are generated from the increased population in the more quickly growing surrounding areas, as follows:

- For the upper end projections (using the higher estimates of future growth), the per capita CFS rate will be increased by 4% after five years, and 8% after ten years.
- In the lower end projections, which assume that the city's growth follows the more moderate estimates, per capita CFS rates will be adjusted by 2% after five years (2020), and 4% after ten years (2015).

Call for Service Projections by Area Type

Upper Estimate

Area Category	2015	CFS / Pop.	+% Adj. / 5YR	2020	2025	10YR %
Existing	35,007	0.41	4% / 8%	36,589	38,185	+9.1%
Recent	4,293	0.11	4% / 8%	5,468	6,719	+56.5%
New/Future	1,070	0.11	0% / 0%	2,966	4,134	+286.4%
Total	40,370	—	—	45,023	49,039	+21.5%

Lower Estimate

Area Category	2015	CFS / Pop.	+% Adj. / 5YR	2020	2025	10YR %
Existing	35,007	0.41	2% / 4%	35,801	36,598	+4.5%
Recent	4,293	0.13	2% / 4%	4,956	5,641	+31.4%
New/Future	1,070	0.13	0% / 0%	2,075	2,760	+158.0%
Total	40,370	—	—	42,831	44,999	+11.5%

In both population estimate models, the growth in calls for service occurs at less than half the rate as increases to population. Over ten years, the project project call volume to rise by approximately 11.5 – 21.5%, or about one to two percent per year. While calls are projected to increase in all areas of Roseville during this timeframe, it can be expected that service needs will grow exponentially in the newer developments.

(3) Crime Projections

The table below follows the same process of calculations and assumptions to project crime through 2025, including the use of adjustments to model for the effects of surrounding populations on service needs in existing areas, as described in the previous section:

Crime Projections by Area Type*Upper Estimate*

Area Category	2015	Crime / Pop.	+% Adj. / 5YR	2020	2025	10YR %
Existing	3,026	0.04	4% / 8%	3,163	3,301	+9.1%
Recent	519	0.01	4% / 8%	660	812	+56.5%
New/Future	134	0.01	+0%	358	499	+273.1%
Total	3,679	0.03	—	4,182	4,612	+25.4%

Lower Estimate

Area Category	2015	Crime / Pop.	+% Adj. / 5YR	2020	2025	10YR %
Existing	3,026	0.04	2% / 4%	3,095	3,164	+4.5%
Recent	519	0.02	2% / 4%	599	681	+31.4%
New/Future	134	0.02	+0%	251	333	+149.1%
Total	3,679	0.03	—	3,944	4,179	+13.6%

Interestingly, crime is projected to grow at a greater rate than calls for service over the next ten years in both sets of projections. Taking the midpoint between the two, the rate of increase equates to about 72 additional Part I crimes occurring per year.

(4) Summary of Projection Results

The following tables combines the previous three sets, aggregating the results of the growth and service needs calculations:

Upper Estimate

Projection	2015	2020	2025		10YR +/-	10YR
Population	138,006	157,127	176,247		+ 38,241	+48.2%
Calls for Service	40,370	45,023	49,039		+ 8,669	+21.5%
Crime	3,679	4,182	4,612		+ 933	+25.4%

Lower Estimate

Projection	2015	2020	2025		10YR +/-	10YR
Population	128,898	138,911	148,923		+ 20,025	+25.3%
Calls for Service	40,370	42,831	44,999		+ 4,629	+11.5%
Crime	3,679	3,944	4,179		+ 500	+13.6%

The results demonstrate that significant increases in workload will likely be generated by Roseville's rapid growth, although those workloads will not increase at nearly the same rate as the population. Nonetheless, the projections demonstrate that the Roseville Police Department of 2020 and 2025 will need to be effectively planned for, as a number of challenges to organization, staffing, and service delivery will result such marked changes.

The next section will examine how these projections affect patrol and major crimes investigations in particular, preceding an assessment of the staffing needs for the department overall.

5 Results of the Staffing Projection Model

1. Methodology Used in Projecting Staffing Needs

The following sections provide an overview of how the service needs analysis ties into staffing level projections, as well as the major categories for determining the projected needs for individual positions in the future.

(1) Community Service Needs Drive Department Staffing

Patrol services are typically the largest single section of a police agency, and functions as a nexus for the services provided by the rest of the department. Beyond that, the workload and staffing levels of patrol represent direct impacts to the work performed by the rest of the department, and its ability to do so effectively. Whereas insufficient resources in patrol can limit the ability of a department to allocate staff to other functions, the addition of resources to patrol can also increase the workloads of other types of staff –whether due to increased numbers of reports being written, arrests being made, etc.

As a result of this relationship, calls for service and the overall community-generated workload handled by patrol are key drivers of staffing needs for many areas of the department. This is particularly true for other types of field units, such as traffic, youth resource officers, and other services which proactively engage with community issues.

By the same token, crime levels represent another key determinant in the staffing needs of an agency. The work of detectives impacts the workload of other units, and vice versa. As with patrol, the community also plays a key role in setting expectations for the level of service to be provided. This is particularly true for specialized investigative units, which can target issues in the community, and are not themselves necessarily tied to service needs in the same manner as investigative units that maintain significant active caseloads.

(2) Projection Factors Used in the Analysis

Overall, there are staffing levels for an individual position are most significantly determined by one of five types of relationships:

Key Categories of Staffing Projection Factors

- A Scaled to calls for service and/or crime levels:** The position is directly impacted by community service needs, such as calls for service and/or crime occurrences. *(These service needs have been determined through the service needs analysis model.)*
- B Tied to the staffing levels of other position(s):** Influenced by the number of staff allocated to certain areas (e.g., changes to the number of patrol officers creates additional needs for records staff).
- C Based on span of control:** Determined by organizational considerations, such as supervisory spans of control, the impact of ancillary duties on workload, and responsibilities for managing functional areas.
- D Scaled with entire division or organization:** Smaller organizations have greater economy of scale, and allow for more specialized functions to be created. While a smaller department may assign mid-managers significant numbers of ancillary duties, larger departments are often better able to create dedicated positions for these roles.
- E Does not scale:** Largely static, and do not scale significantly with organizational and/or community growth.

Of course, staffing needs for an individual position can be driven by a combination of any of these factors, or by none at all. However, the five categories provide the core framework by which it is possible to build relationships between staffing levels, service demands, and organizational effectiveness in order to accurately project future staffing needs.

It is also important to note that within an individual functional area – for instance, such as Traffic – the degree to which any or all of these factors drive the staffing needs of unit could be vastly different for each individual position. Whereas staffing considerations for the

sergeant(s) managing the unit will be largely based on the number of reports to them, particularly those in the field, the staffing needs for an officer assigned to the unit will be driven by the competition of various priorities, in addition to community service needs.

1. Core Area Staffing Projections

Two areas of Police Department staffing tie directly into service needs more than in any other functional area – patrol and major crimes investigations. While the staffing needs of other areas significantly tie into call for service and crime levels as well, or fluctuate based on the staffing levels of the two areas, patrol and major crimes investigations form the central core of staffing needs projections.

The follow sections detail the process used to estimate staffing needs in the future based on the results of the service needs projection model.

(1) Patrol Staffing Needs

Patrol staffing needs have been determined from the following factors, which are explained in greater detail as part of the analysis of current patrol service needs on page 8:

- **Workload per CFS:** The total time it takes to handle an individual call for service. Includes time factors for primary and backup unit handling (as well as backup rate), report writing and jail transport/booking.
- **Number of calls for service:** The results from the service needs analysis on projected calls for service increases.
- **NA (net available) hours per officer:** The total number of hours in which an officer is on-duty and available to handle community-generated workload, after all types of leave have been factored out.
- **Proactivity target:** A targeted service level based on the current overall proactivity level. Represents the percentage of officer time that is available after all categories of leave, administrative tasks, and community-generated workloads have been factored out.
- **Turnover factor:** Expected turnover rate based on the current rate of patrol officer turnover. Based the number of positions needed refers to the authorized number required, rather than the number of actual positions that are actively filled, staffing allocations should be adjusted higher based on the turnover rate. Otherwise, there will

almost always be under the number of needed staff positions filled due to attrition.

After the number of patrol unit FTEs (including K9 and any potential Bike Patrol units) needed at each time frame have been calculated, the number of patrol sergeants are calculated in order to keep relatively the same ratio of supervisors per unit at below 1:9.

The following table presents the results of these calculations:

Patrol Unit Staffing Projections
(Uses Midpoint of the Upper and Lower Growth Estimates)

Staffing Factor	2015	2020	2025
Workload Per CFS ²	85.3 min	83.0 min	82.8 min
# of Calls for Service	40,370	43,927	47,019
Total Workload Hours	57,423	60,770	64,918
Annual Work Hours	2,080	2,080	2,080
% Net Availability (NA)	67.3%	67.3%	67.3%
NA Hours Per Officer	1,401	1,401	1,401
Proactivity Target	35.9%	35.9%	35.9%
% Turnover Per Year	7.2%	7.2%	7.2%
Patrol Unit FTEs Required^{3 4}	69	73	78
+/- Ofc. Positions	+5	+4	+5
Sergeant FTEs Required**	8	9	9
+/- Sgt. Positions	—	+1	+0
Patrol Units Per Sergeant	8.6	8.1	8.7

Overall, the model recommends the addition of five patrol unit positions at present time, four within the next four years, and five more by 2025. The five additional positions required currently are due to expected turnover – for the present service level to be maintained, these positions are needed. In regards to patrol officers, to maintain a ratio of

² Workload per CFS is reduced in 2020 and 2025 figures by decreasing the jail transport booking time factor from 60 to 40 minutes. This change was made as a result of the new jail being operational, thus significantly decreasing the average time required for prisoner transport and booking.

³ Authorized positions needed to meet service level target. Includes position vacancies, FTOs, and all types of extended leave.

⁴ Figures labeled “Patrol Units” include K9 officers, as well as those assigned to the proposed Bike Patrol Unit in future projections. Further detail is provided within the full projection table.

patrol units to sergeants of under 1:9, no new positions are needed until 2020, at which point one additional sergeant position should be allocated.

Staffing level projections for all other field functions will be detailed in the full results table later within this chapter.

(2) Major Crime Investigator Staffing Needs

Staffing levels for detectives assigned to investigate Major Crimes (person and property crime assignments), as with patrol unit staffing, should be directly based on changes to the service needs of the community. It is also assumed that no changes are made to the service level offered by major crimes investigations – the same types of cases are investigated, and the same levels of work are put into each case that they handle.

In order to estimate staffing levels at future crime levels, it is first necessary to establish a *base rate* for the relationship between crime and the number of cases that Major Crimes detectives handle.

To accomplish this, the percentage of all open and active cases handled over the past year is calculated. Because it is assumed that the average caseload per will not change, the average number of cases handled per year by individual detectives is calculated from that number. Examined in proportion to the number of major crimes in that year, we now have the base rate of workload per detective position to crime levels.

After completing the projections Major Crimes detectives, staffing needs for detective *sergeants* can then be calculated based on the ratio of detectives per sergeant. Ideally, the span of control for sergeants in a case-driven investigative unit should be below 9:1. A supervisory ratio above 11:1, however, likely to result in a diminished ability for the sergeant to be able to perform key functions of the role, including case management, case screening (e.g., for alternative assignments, such as the CSOs), coordinating training, and other

considerations.

The following table provides the process and results of these calculations, using projected Part I crime levels to estimate the number of cases assigned to Major Crimes, and how many detective positions would need to be authorized to handle that workload at the same level of service as currently:

Major Crimes Investigation Staffing Projections
(Uses Midpoint of the Upper and Lower Growth Estimates)

Staffing Factor	2015	2020	2025
Total Part I Crimes	3,679	4,063	4,395
Total Cases Worked ⁵	931	1,028	1,112
Total Major Crime Cases	700	773	836
Crime Cases Per Detective	77.8	77.8	77.8
Turnover Factor	7.2%	7.2%	7.2%
Detectives Required ⁶	10	11	12
+/- Det. Positions	—	+1	+1
Sergeants Recommended***	1	2	2
+/- Sgt. Positions	—	+1	+0
Detectives Per Sergeant	10.0	5.5	6.0

The results demonstrate that, in line with projected increases to crime levels, two Major Crimes detectives and one sergeant should be added over the next ten years. The full summary table contained in the next section will examine staffing needs for other investigative functions.

⁵ Numbers include cases that are active or were closed within the past year. It is understood that not all of the cases worked on by detectives in the past year were necessarily generated within that timeframe; likewise, that work will carry over into the next year on the cases that are currently open.

⁶ Authorized positions needed to meet service level target. Includes position vacancies, FTOs, and all types of extended leave.

2. Complete Results of the Staffing Projection Model

The following table outlines current and projected staffing levels through the year 2025, including description on the targeted service level, as well as the factors used in projected staffing to meet that level. It should be noted that positions are generally grouped by function, rather than their specific assignment with the department currently.

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
INVESTIGATIONS							
Major Crimes	Lieutenant	No major changes to the number of functions that the position is directly responsible for managing.	The number of functions and direct reports, as well as any other key duties of the position.	1	1	1	1
	Sergeant	Approximately the current ratio of officers assigned to investigate Part I crimes to the sergeants they report to. Supervision ratios for case-driven investigative units should ideally be below 9:1 or lower, but should not exceed 10.5 or higher.	Directly based on the number of officers assigned to investigate property and person crimes, in relation to the number of existing sergeants in those roles.	1	1	2	2
	Officer (Major Crimes)	Maintain the current overall ratio of cases handled per Major Crimes detective within 75-80 per officer. Averages should vary extensively by detective depending on their primary investigative assignment.	Directly related to increases in the projected number of cases handled by detectives within Investigations over an entire year, based on current ratios. Please see page 34 for a more detailed description of the methodology used for crime and detective staffing projections.	10	10	11	12

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Vice and Narcotics	Officer (Comp. Forensics)	Timely processing of evidence and other requests, availability to take on ad-hoc tasks as needed.	Staffing needs for the position directly relate to crime; however, its current service level and scope would need to be significantly expanded in order for projected crime levels to warrant an additional FTE.	1	1	1	1
	CSO (Fraud/Part II)	Maintenance of current service level – no expansion in the range of case types that CSOs are assigned to follow up on.	Projections are determined by the proportion of Part I crime growth to current staffing levels in this role. Given existing staffing levels, the threshold for an additional position would correspond to a 25% increase in Part I crimes.	2	2	2	2
	Sergeant	It is assumed that the unit's strategic direction and primary activities do not shift significantly.	At the unit's current line staffing levels, it is difficult to project a second supervisory position being needed within the planning timeframe. Nonetheless, supervisory ratios for a proactive enforcement unit, such as VNET, should be more narrow in comparison to many other functions. Ideally, the span of control should not rise above the range of 5:1 – 8:1.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Task Forces	Officer	Continuation of current scope and level of support to other units and functions.	Staffing projections for line VNET staff should be made in accordance with a combination of increases to the size of the community, as well as in proportion to the staffing levels of the investigative units they support.	3	3	3	4
	Officer (SIU)	Continuation of current participation level in SIU.	No changes to current level of task force commitment.	2	2	2	2
	Officer (RATTF)	Continuation of current participation level in RATTF.	No changes to current level of task force commitment.	1	1	1	1
Investigative Support	Crime Analyst	Current level of support maintained to both patrol and investigations. Assumes that major changes occur to analytical capabilities.	Directly based on staffing level changes to patrol and investigative staff, in relation to the number of crime analyst positions.	2	2	2	2
	Records Clerk	Current level of support maintained.	The position should proportionally increase with investigations staffing. For a third FTE to be added, however, this would require a 25% increase in division staffing levels.	2	2	2	2

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
FIELD SERVICES							
Patrol	Lieutenant (Watch Cmdr.)	Current level of coverage and relief capacity across different hours and days of the week. The reduction of ancillary duties by creating a full-time administrative sergeant within patrol services.	The addition of an admin. sergeant to patrol services will reduce lieutenant workloads relating to ancillary duties. With the size of patrol having expanded significantly by 2025, however, it will be necessary to add a fourth watch commander.	3	3	3	4
	Sergeant (Field)	No major changes to current supervision ratios or relief coverage capacity. The reduction of ancillary duties by creating a full-time administrative sergeant within patrol services.	Projections are based on changes in the number of patrol officers, K9 units, and Bike Patrol officers in relation to the number of existing sergeants.	8	8	9	10
	Lieutenant (Admin.)	The need for the creation of a lieutenant without any direct reports was identified, with this position being responsible for managing various administrative functions and ancillary duties, such as the FTO, cadet, and explorer programs. This position would also be able to fill-in for the watch commander role as needed in relief.	It is assumed that the number of functions – and the workloads they represent – that are assigned to the position will not significantly change over the planning timeframe.	0	0	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
K9	Officer	Patrol proactive time must be at least 35.9% of overall available time, maintaining the current level of coverage in relation to the community-generated workload that they handle. It is assumed that the current balance of workloads handled between sworn patrol units and CSOs remains the same. For a full description of the methodology used to evaluate community-generated patrol workload, as well as the methodology used in projecting future call levels, see the chapter "Analysis of Projected Service Needs."	Staffing level figures listed to the right <i>do not</i> include officers assigned to either K9 or Bike Patrol. 5YR figure includes two positions that represent a current need – rather than a projected need – based on service level targets and expected turnover rates.	65	65	67	71
	CSO	It is assumed that the current balance of workloads handled between sworn patrol units and CSOs remains the same, as does the current scope of services that they provide. While the model considers that CSOs continue to be more proactive than reactive, the level of growth in reactive call workloads is used to project CSO staffing needs.	While the model considers that CSOs continue to be more proactive than reactive, the level of growth in reactive call workloads is used to project CSO staffing needs. Call volumes are able to provide a representation of the overall activity service environment, which serves as an indicator for proactive enforcement needs.	7	7	8	8
	Officer	Maintenance of the current rate at which K9 officers handle calls for	Staffing needs for K9 units is highly reflective of deployment practices –	4	4	4	5

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
		service in addition to the specialized roles they perform. Continuation of integrating K9 staff within the core patrol structure, as opposed to a unit that is functionally and organizationally separate. Additional, no changes to current K9 availability during lower-activity hours.	changes to any of the targeted service levels would produce different results. Given the assumptions presented, however, K9 staffing is projected in proportion to increases in the number of calls for service over the planning timeframe.				
Park Patrol	Officer	Maintenance of newly targeted service level, as the position was recently established in the FY 2015/16 budget. Currently, the position remains unfilled.	New initiative; not based on service need projection models.	1	1	1	1
Bike Patrol	Officer	The ability to patrol bike cops during key hours in compact service areas, such as Downtown and around the Galleria, during key activity hours. Because the unit would function in both reactive and proactive capacities – in a similar manner to patrol – Bike Patrol officers are counted within the patrol unit staffing needs projections.	New initiative; not based on service need projection models.	0	0	2	2
Animal Control	AC Supervisor	Working supervisor; should have lower span of control than many other positions with direct reports.	At a current supervisory ratio of 2:1, the number of supervisors cannot be projected to increase.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Crime Suppression	AC Officer (Civ.)	The present level of service has been identified as being inadequate, as the current animal control workloads do not allow for the unit's supervisor to have time to function in a supervisory capacity.	Projections based on direct relationship with growth in the total number of calls for service handled.	2	3	3	3
	Sergeant	Spans of control for CSU should be similar to VNET, with a lower direct report ratio than most specialty units – ideally not higher than between 1:5 and 1:7.	Based entirely on effective ranges for span of control in specialized field functions with working supervisors. Should ideally not exceed a 1:7 ratio. Given that no increases in the unity's line-level staffing are projected, supervisor staffing needs will remain the changed.	1	1	1	1
	Officer	The roles currently performed by the CSU are varied, and include: – DUI enforcement – Problem-oriented patrol – Anti-gang efforts – Probation and patrol searches – Support for the VNET unit It is assumed that the current scope of the unit will remain the same.	Because the roles performed by CSU are largely in support of the functions of other units (e.g., VNET support, DUI enforcement, etc.), their line staffing levels should be adjusted according to changes in the staffing of those units.	3	3	3	3

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Traffic	Lieutenant (shared)	Ancillary duties assigned to watch commanders are kept at a minimal level. Responsibility for managing major functions (e.g., Traffic and Crime Suppression) are divided between different managers.	Functional spans of control, as well as the number of ancillary duties assigned to the position. Based on the current and medium-term projections, management of field service functions should be restructured by 2020 between the existing administrative lieutenant, an additional admin. lieutenant, and the new admin. lieutenant/watch commander relief position.	0.5	0.5	1	1
	Sergeant	Relatively minor change to current number of officers and CSOs per sergeant in the Traffic Unit. The ratio of direct reports in this role should not exceed 1:8.	Supervisory ratios as changes occur to the number of direct reports, including both officer and CSO positions. Would need to exceed a 1:9 ratio of direct reports per supervisor for an additional sergeant position to be needed.	1	1	1	1
	Officer	Continuation of current service level, given changing enforcement needs.	Because this function contains a significant element of community expectation in setting staffing levels rather than by fixed workload metrics, staffing levels are determined through a direct relationship with the number of calls for service overall.	6	6	7	7

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Community Services (Admin./Supv.)	CSO	Continuation of current service level, given changing enforcement needs.	Staffing levels are set identically to officer positions within the Traffic unit.	2	2	2	2
	Lieutenant (shared)	(See entry for the shared Traffic lieutenant above)	Functional span of control for managers as division continues to expand in the future.	0.5	0.5	1	1
	Sergeant	Continuation of current supervisory ratio to a reasonable degree.	Assumes that changes to the shared lieutenant position are made, enabling the position to have more of a role within the Community Services section.	1	1	1	1
Youth Services	Officer (Youth Services)	Maintenance of current service level is set as a base level target, not including the impact from any expansions to current scope of work for the position. Additionally, it is assumed that the department would like to expand the program to include coverage to middle schools as well.	Current level of service, as well as partial coverage to middle schools. At a rate of 1 Youth Services officer per five middle schools, two additional positions are required. It is assumed that this change to the unit's scope is made within the next five years, rather than immediately or over a longer timeframe.	5	5	6	6
Misc. Field Services	Officer (Homeless Services)	Current level of service.	Community-driven priorities, expected changes to service environment.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Community Services (Programs)	Crime Prev. Analyst	No major changes to the current service level.	Largely <i>non-scalable</i> – given the current scope of work that the role performs, changes to the service environment do not significantly affect staffing needs. If that scope were to change significantly, staffing needs for this position would as well.	1	1	1	1
	Records Clerk	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	Volunteer Coordinator	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1

SUPPORT SERVICES

	Records Manager	No major changes to the number of functions that the position is directly responsible for managing.	The number of functions and direct reports, as well as any other key duties of the position.	1	1	1	1
Property and Evidence	PE/Crime Scene Supervisor	Direct report ratios for supervisors that are largely involved in the primary duties of their reports should ideally be below 5.5:1, but should not exceed 8:11.	Projections are determined by the proportion of PE Clerks to PE Supervisor positions over the planning timeframe.	1	1	1	1
		These ratios must also take into account that the position is also responsible for the supervision of staff in the Crime Scene Unit.					

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
	PE Clerk	Reasonable average processing times for new evidence, with any minor backlogs occurring rarely.	Projections are determined by the proportion of Part I crime growth to current staffing levels. The threshold for an additional positions 25% increase in Part I crimes.	2	2	2	2
Crime Scene	Crime Scene Investigator	Adequate staffing resources to handle spikes in request-driven workloads. Maintenance of current on-call availability system and scope of work performed by staff. No changes to current practices in the use of sworn and civilian personnel.	Directly scales with the midpoint between call for service and crime growth rates.	4	4	4	5
Records	Records Supervisor	Because RPD records staff do not operate on a 24-hour basis, coverage during all hours is not necessary. Direct report ratios for supervisors that are not significantly involved in the primary duties of reports should ideally be below 9:1, but should not exceed 11:11.	Dependent on maintaining the targeted direct ratio for this position.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Training	Records Clerk	Maintenance of current service levels, including the timely processing of reports, as well as other core functions of the position. In order to accomplish this in the near and medium-term future, an additional position is recommended to be added within the next year.	Any reductions in workload that occur as a result of the new RMS system will ultimately be offset by workloads generated by new capabilities, as well as additional data retention needs. Given the additional workloads that Records will likely perform within the planning horizon, projections should be made in proportion to changes in core patrol line-duty staffing levels.	8	9	10	11
	Rangemaster	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	PS Program Coordinator	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	0.5	0.5	0.5	0.5
ADMINISTRATION							
	Chief	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	Assistant Chief	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
E911	Captain	Appropriate number of direct reports and balanced responsibility for functional areas.	The number of functions and direct reports, as well as the impacts of other key duties of the position, largely determine staffing needs for this position. As a result of the growth in the department that is projected to occur over the next 5-10 years, the creation of a third captain position will be necessary.	2	2	2	3
	Dispatch Manager	No major changes to the current service level.	<i>Non-scalable</i> – changes to service environment do not significantly affect staffing needs.	1	1	1	1
	Comm. Supervisor	It was identified that the current level of supervision was inadequate to provide adequate coverage throughout the day.	An additional position has been added to current staffing levels in this position to address the inadequate level of supervision at present. From that point, scales in proportion to the number of dispatcher positions, in order to maintain adequate ratio of direct reports per supervisor.	3	4	4	4
	Dispatcher	Maintenance of current service levels and dispatching performance targets. Assumes that fire and EMS are other duties of the position.	Scales in proportion to growth in the number of calls for service.	19.5	19.5	21	23

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
Professional Standards	Lieutenant	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	Sergeant	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	Officer	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
Public Information	Public Info. Officer (Civ.)	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
Administrative Support	Admin. Analyst (Finance)	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
	Records Clerk	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1

Function	Position	Target Service Level	Projection Factors	Now	0YR	5YR	10YR
	Administrative Assistant	No major changes to the current service level.	<i>Non-scalable</i> – projected changes to service workloads do not significantly affect staffing in this area.	1	1	1	1
TOTAL STAFF RECOMMENDED					197	212	226

APPENDIX A: Descriptive Profile of the Police Department

The Roseville Police Department is responsible for maintaining public safety for the residents and visitors of the City of Roseville, through the enforcement of local, state, and federal laws, follow-up investigations of person and property crimes, delivery of community education programs and services, and the processing of emergency and non-emergency calls for police, fire, and emergency medical services.

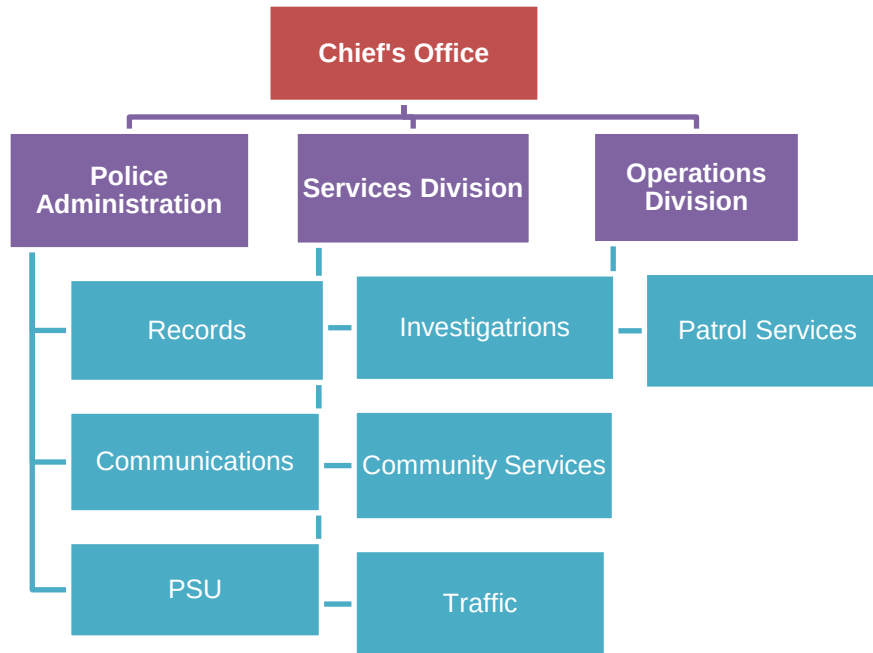
The purpose of the descriptive profile is to document the project team's understanding of the organizational structure of the Department, including staffing levels and descriptions of programs and services. Data contained in the profile were developed based on the work conducted by the project team to date, including:

- Interviews with management, supervisory and line staff, both sworn and civilian, in the RPD.
- Collection of various data describing organization and staffing patterns and services, etc.
- Review of various documents and reports which RPD forwarded to the project team.

This descriptive profile does not attempt to recapitulate all organizational and operational facets of the RPD. Rather, the profile reflects a summary of our understanding of the organization, which prefaces forthcoming steps in the staff planning analysis. The structure of this descriptive profile is as follows:

- Overview of key divisions/offices.
- Related organizational charts.
- Summaries of programs and services within the Roseville Police Department identifying authorized staffing and noted vacancies.

The profile is descriptive only. The following chart summarizes the organizational structure of the department:



Police Chief's Office

Generalized Scope of Services: The Roseville Police Department mission states RPD exists to serve our community. Our primary responsibilities are the safety of the public and the protection of their property. Honor, courage, excellence, and teamwork are the core values that guide our organization.

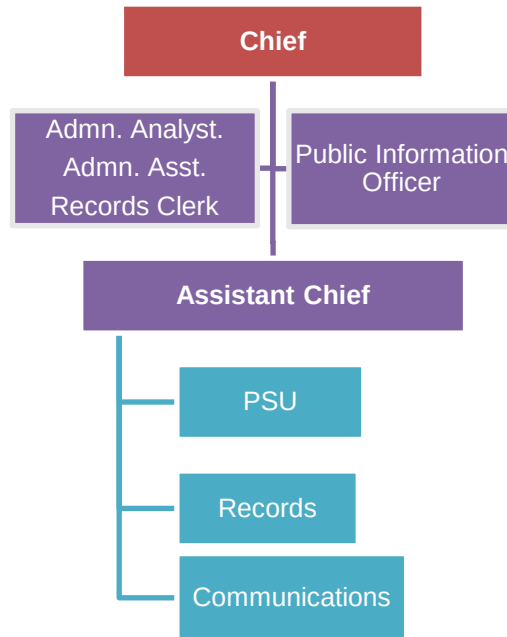
The Police Chief's Office provides the overall leadership, guidance, management and administration of the Department personnel and the services for which it provides. The Office regularly interfaces with the community, City executive leadership, City Council, and other public safety partners in the region. It is composed of the executive leadership and key administrative support services of the police department. Staff allocation below reflects the units assigned to the Office.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Chief's Office					Chief; Assistant Chief	2
Office Support					Administrative Assistant	1
					Police Records Clerk	1
					Administrative Analyst II	1
Public Info. Office					Public Information Officer	1
Prof. Standards		1	1	1	PS Program Coordinator	0.5
Total FTEs: 9.5		1	1	1		6.5

There are presently no vacancies in these unit(s)

Police Chief's Office Organizational Chart



Unit / Functional Area	Description of Services
Police Chief's Office	- Chief provides the overall executive management and direction of the Police Department resources and activities. - Assistant Chief provides direct supervision over the PSU, Records, Communications (911), Budget, and currently Patrol (until Captains return). - Collaborates closely with the City Council and City Manager in order to meet the goals and objectives set forth by the adopted policies. - Collaborates with other City Departments regarding budget development and expenditures, information technology, etc. - Meets with various external stakeholders on community and business issues, and ensuring the Police Department meets public expectations. - Generally on call 24 hours a day. - Works flexible day shift hours Monday-Friday.

Unit / Functional Area	Description of Services
Chief's Office (Support)	• Clerical staff provides direct support to the Chief of Police, including answering phones, scheduling, correspondence, etc.), handling petty cash, serving as a notary, etc. • Handles the processing of new hires and other personnel transactions. • Handles worker's compensation issues. • Represents the police department on various committees. • Serves as the primary staff for payroll processing (entering in timesheets, overtime, leave slips, etc.), and assists with training. • The Administrative Analyst II position prepares and monitors the RPD budget, including alarm billing, contingency fund management, competitive bid requirements, etc.
Public Information Office	• Interfaces with news media though bulk is now social media and community interface. • Distribution of weekly BOLO/crime trend bulletins to neighborhood groups. • Manages accounts on social media platforms, including Facebook and NextDoor. • Writes and researches federally available grants.
Professional Standards Unit	• Responsible for varied confidential support services and reports directly to Assistant Chief. • Oversees and conducts internal affairs investigations. • Provides background investigations for new hires. • Oversees and facilitates in-house training programs with ½-time position also supporting Community Services half-time. • Maintains and updates department policies. • Facilitates and tracks processing of customer complaints/attaboys from RPD website and department e-mail.

Police Administration – Records and Property/Evidence Section

Generalized Scope of Services: Performs several core support functions, including the management of property and evidence, CSI and a variety of records services. The Records Section is currently undergoing various challenges as a consequence of transition to the New World System.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Administration					Police Services Administrator (Records Mgr/)	1
Records					Records Supervisor	1
					Records Clerks	9.5
Property and Evid.					Property and Evidence Supervisor	1
					Police Property Clerks	3
CSI					Crime Scene Investigators	4
Total FTEs: 19.5						19.5

There is currently one (1) Police Records Clerk **vacancy** in Records.

There is currently one (1) Property Clerk **vacancy** in P&E.

Unit / Functional Area	Description of Services
Police Administration – Records	• Police Administration overseen by a Police Administrator responsible for the noted three units and reporting directly to the Assistant Chief. • Records Unit composed of one (1) Records Supervisor and 9.5 Records Clerks. • Types reports written by officers. Records clerks currently perform data entry on text files to get them into the New World system. • The full-time positions are facilitating the records processing and management activities of the police department, in addition to the following various tasks: - A position assists with the monthly UCR report and other preparations. - A position conducts validations on the DOJ reports. - A position is in charge of the volunteers, records sealing, processes child abuse investigation reports, etc. - A position is in charge of marijuana record purging - A position is the lead trainer and lead on records sealing processes - A position is the lead for DA paperwork processing • The part-time positions are utilized as back-up for subpoena processing and other report and records processing. • Answers phone calls throughout day, both from the public, as well as from within the department. • Staffs the front desk open to the public from Monday-Friday from 0700 to 1500 or 1700 hours. • Performs various other administrative duties as needed to include the processing and management of police department records, including police reports, citations, subpoenas, statistical reports, handling public records requests, etc.
Police Administration – CSI	• One (1) Property and Evidence Supervisor oversees the CSI program and Property and Evidence Room. • Four (4) Crime Scene Investigators perform both in-house laboratory work as well as field crime scene investigation. • Collects evidence in field based on call-out during work hours and after-hours, as necessary. • Provides basic in-house laboratory functions such as fingerprint comparison. Advanced evidence processing (ballistics/DNA) is sent out for servicing.
Police Administration - Property and Evidence	• Three (3) Police Property Clerk positions oversee the property room and are responsible for all the property and evidence processing, including the intake, inventory, management, and purging and destruction of items. • Perform regular inventory of the contents of the property room. • Manages the auctioning and destruction of property items. • Sorts and retrieves items based on uniquely assigned barcodes. • Ensures that proper procedures and policies are met for the storage of items, in additional to chain of custody protocols.

Communications

Generalized Scope of Services: E911 Communications in Roseville is provided by RPD that manages the overall resources and daily operations of the dispatch center, which provides emergency and non-emergency handling of phone calls; dispatching police, fire, and EMS providers; and supporting the field units during incidents.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Communications					Police Services Administrator (Dispatch Mgr)	1
					Communications Supervisors	3
					Dispatcher II	19.5
Total FTEs:22.5						23.5

Unit / Functional Area	Description of Services
(E911) Communications	• Communications is overseen by a Police Administrator responsible for 24/7 dispatch operations and reporting directly to the Assistant Chief. • Three (3) Communications Supervisors provide direct supervision on a daily basis, including serving in a lead worker capacity by taking calls and managing radio dispatch duties while also providing dispatch support. Handles the personnel shift scheduling and daily staffing, manages the payroll and timesheet processing for staff, and conducts quality assurance / quality control activities. Handles various ancillary tasks and activities, including the processing of tape requests, generating performance statistics, and updating training hour records. • 19.5 dispatcher positions, fully cross-trained, provide emergency and non-emergency handling of phone calls and dispatching relating to law enforcement, fire, EMS, as well as dispatching support for utilities, public works, streets, etc. (after hours and on weekends). • Typically deployed with one police dispatcher, one fire dispatcher and call-takers on an overlapping 4/10 schedule. Deployed in some variation of the following 10-hour shifts: - 0200 – 1200 - 0400 – 1400 - 0600 – 1600 - 0800 – 1800 - 1000 – 2000 - 1400 – 0000 - 1600 – 0200 - 1800 – 0400 - 2000 – 0600 • Dispatchers provide support to law units in the field through records checks, making CLETS entries, entering in stolen vehicles, impounds, missing persons, monitoring alarms and various cameras/monitors, remotely controlling entry access to the RPD facility, processing telephone requests (tows, cabs), etc. • Dispatchers provide support to fire units in the field through coordination of resources by radio and telephone, including move-ups/station coverage, auto/mutual aid requests, utility company notifications, and offer emergency medical dispatch protocols. • Works periodically with Records personnel in a variety of records-related issues. • Transitioned to new CAD system in May 2015 (New World, now Tyler Technologies).

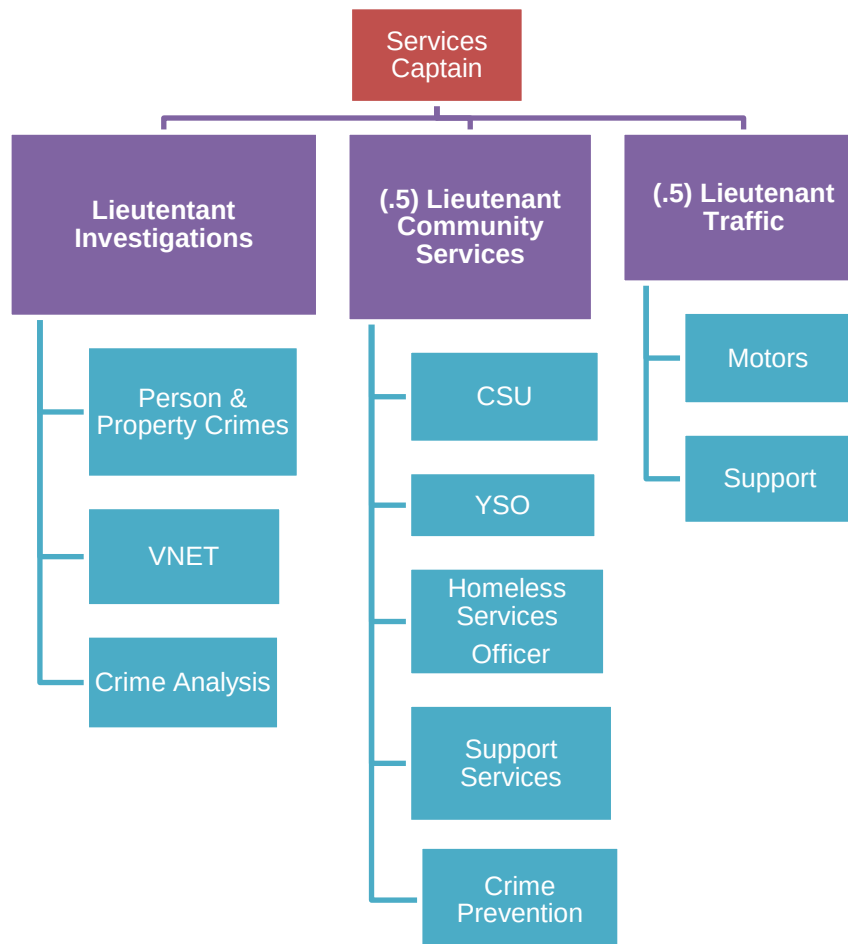
Section: Services Division

Generalized Scope of Services: The Services Division, overseen by a Captain, provides a variety of support services functions to the RPD. These include criminal investigations; traffic enforcement; community services which entail several functions including homeless services park officer; police social services administration; crime prevention; and safety program coordinator.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)
Services Division	1				
(Further Details shown in individual sub-units)					
Total FTEs: 1	1				

Services Division Organizational Chart



Section: Services Division – Investigations

Generalized Scope of Services: The Investigations Section conducts follow-up criminal investigations on all felony and several misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer or CSO responds to a call for service and prepares a police report which may require follow-up investigation. An Investigator is then assigned to conduct the follow-up before an arrest is made or a case is closed. In addition, special enforcement teams detailed below are part of RPD's investigative efforts in partnership with other community public safety organizations in the region. Crime analysis provides support throughout the department.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Investigations		1	1		Police Records Clerk	2
Persons				5		
Property				5		
Computer Forensics				1		
Fraud/Part II					Community Svc. Officer	2
RATTF Reg Auto Thf				1		
SIU				2		
VNET			1	3		
Crime Analysis					Crime Analysts	2
Total FTEs: 26		1	2	17		6

There is currently one (1) Police Records Clerk **vacancy** in Investigations.

Unit / Functional Area	Description of Services
Core Investigations -Persons -Property -Computer Forensics -Fraud / Part II	- The Investigations Section is overseen by a (1) Captain and directly managed by (1) Lieutenant over core investigations and special enforcement teams. - One (1) Sergeant oversees Persons and Property Crimes containing (11) investigators deployed as shown in the table above. - Investigators work felony and misdemeanor crimes (as time is available) in order to provide high customer service. (2) Community Services Officers work various fraud, part II, missing person crimes, and permits processing activities (e.g. Taxi, Massage Parlor). - Now managing case files through the new New World Case Management. - Works Mon-Fri 0700-1700 hours.

Unit / Functional Area	Description of Services
Special Enforcement Teams -VNET -RATTF -SIU	• One (1) officer is assigned the Regional Auto Theft Task Forces (RATTF) and reports internally therein with updates provided to RPD Lieutenant. • Two (2) officers are assigned the SIU—Placer County regionalized drug task force and reports internally therein with updates provided to RPD Lieutenant. • One (1) Sergeant oversees Vice Narcotics Enforcement Team (VNET) composed of (3) Officers/Investigators. • VNET focuses on local drug enforcement and other community problems to include street drug enforcement (drug hotline); asset forfeiture efforts; informant management; surveillance and UC buy-busts; and community outreach talks. • VNET emphasis is shifting as a consequence of Proposition 47 and human trafficking increase. • Generally works Tuesday- Friday 0900-1900 hours.
Crime Analysis	• Two (2) Crime Analysts report to both Captain and Lieutenant. • Provides support to both investigations and patrol. • Provides pattern and trend analysis but accomplished “by hand” and with other tools (Crimeview) unrelated to new RMS. • Participates in monthly ASPIRE (Analytically Solving Problems in Roseville) meetings with Lieutenants and other command staff. • Provides periodic information to support DDACTS (Data Driven Approach to Crime and Traffic Safety).

Section: Services Division – Community Services

Generalized Scope of Services: A Lieutenant oversees both the Community Services and Traffic Section. Reporting directly to a Sergeant, the Community Services Section is composed of several sub-units that emphasis specialized support or enforcement activities provided to the City of Roseville community.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Community Svcs		0.5	1		Police Records Clerk	1
Youth Services				4		
Crime Prevention					PS Crime Prev. Analyst; Volunteers	1
Homeless Services Officer				1		
Support Services						
-PS Programs					PS Program Coordinator	0.5
-Social Services					PS Social Services Admn	1
-False Alarms					Clerk	0.5
Total FTEs: 10.5		0.5	1	5		4

There is currently one (1) Police Records Clerk **vacancy** in Community Services.

There is currently one (1) YSO (officer) **vacancy** in Community Services.

Unit / Functional Area	Description of Services
Community Services - Youth Services - Crime Prevention - Homeless Services Officer	- Community Services is one of the sections managed by a Lieutenant and directly overseen by (1) sergeant position. - Core duties and responsibilities of community services include the youth services program whereby four (4) YSO police officers are each responsible for one of four high schools including calls for service and other school-based training and activities. - The civilian crime prevention officer organizes special events, neighborhood watch meetings, drug take back day, paper shred day, safety fairs, etc. Conducts home security inspections and is supported by up to 3 volunteers. - The homeless services officer is one (1) police officer that is responsible for monitoring and addressing issues related to homelessness, particularly in key areas of the city as well as City parks. - Ancillary duties of these units include monitoring 42 neighborhood associations in Roseville (of which approximately 20 are active); reviewing alarm ordinance appeals; attending monthly Homeowners Assn Board Meetings; liaison to other schools beyond high schools; and other projects, as assigned.

Unit / Functional Area	Description of Services
Community Services - Support	• Community Services also has other important support functions that are overseen by the sergeant on a day-to-day basis these include the following. • One part-time civilian position manages the false alarm program. • One (1) PS Program Coordinator works half-time facilitating out-of-area training and works ½-time in the PSU. • One (1) PS Social Services Administrator provides intervention and prevention services and support for those in need of social services, mental health and community resources and referrals.

Section: Services Division – Traffic

Generalized Scope of Services: Specialized traffic enforcement details include an assignment of Motor Officers as well as Community Services Officers. The Traffic Unit is overseen on a day-to-day basis by a Sergeant and a Lieutenant oversees both the Community Services and Traffic Section.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Traffic Unit		0.5	1			
Motors				6		
Traffic Support					CSOs	2
Total FTEs: 9.5		0.5	1	6		2

There are currently two (2) Motor (officer) **vacancies** Traffic. One position at the time of this report was IOD thus fielding (3) positions.

Unit / Functional Area	Description of Services
Traffic - Motors	- The Traffic Unit is overseen by a Sergeant and composed of six (6) authorized officers. - Staff conducts traffic enforcement activities to include traffic enforcement; traffic accident investigation (particularly injury); Hit & Run investigative follow-up; traffic complaint follow-up and various DDACT project enforcement. - Provides back-up to patrol services though does not act as a primary call for service responder. - Supervisor also reviews all accident reports. - Provides traffic and enforcement details at a variety of City Special Events.
Traffic – Traffic Support	- Two (2) Community Services Officers provide accident reporting for the community (non-injury to include fender-bender and, if requested private property). - Supports Unit and Patrol in various traffic-related duties (e.g. traffic control). - Operates 0600-1800 hours.

Section: Operations Division

Generalized Scope of Services: Performs core patrol functions for the City of Roseville, in addition to special enforcement services and functions. Operates over six-beat geographic area with a minimum staffing contingent of one sergeant and six officers (6) per shift operating on a 4/11 – 3/12 shift cycle as shown by the team-based Schedule below. The Operations Division includes Patrol, Animal Control, K9, Crime Suppression Unit, and Rangemaster position.

Authorized FTEs:

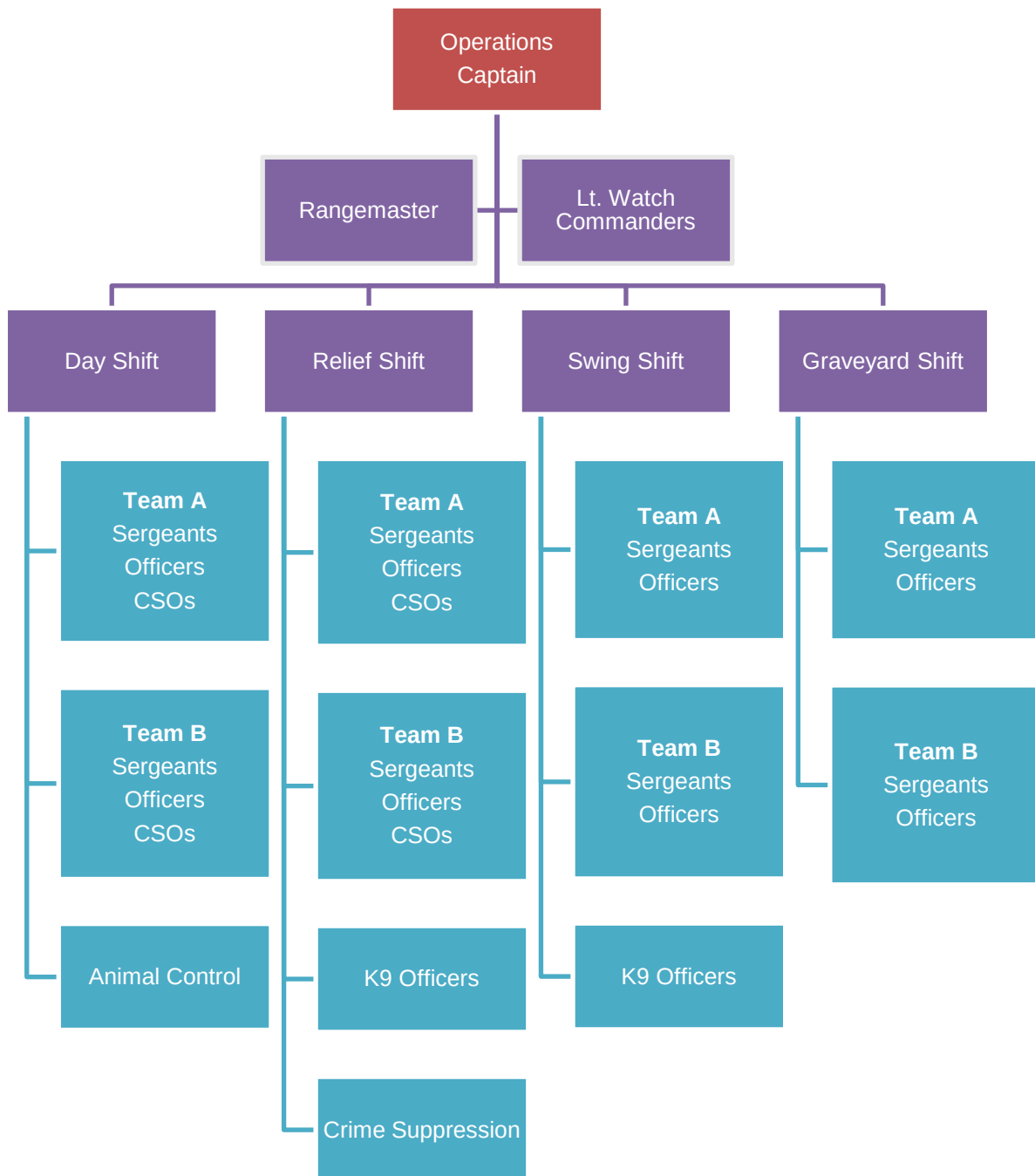
Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)
Operations Division	1				
(Further Details shown in individual sub-units)					
Total FTEs: 1	1				

The Captain position is currently on long-term leave.

Patrol Work Schedule by Team and Week

	Week 1	Week 2
A Team	Wed, Thu, Fri	Tue, Wed, Thu, Fri
Day	0530-1730	0530-1630
Relief	1100-2300	1100-2200
Swing	1400-0200	1500-0200
Grave	1930-0730	2030-0730
B Team	Sat, Sun, Mon, Tue	Sat, Sun, Mon
Day	0530-1630	0530-1730
Relief	1100-2200	1100-2300
Swing	1500-0200	1400-0200
Grave	2030-0730	1930-0730

Operations Division Organizational Chart



Section: Operations Division – Patrol Services

Generalized Scope of Services: Patrol Services are located in the Operations Division and incorporate various patrol services performed by both sworn and civilian personnel.

Authorized FTEs:

Unit	Captain	Lieut.	Sergeant	Officer	(Title/#)	
Patrol		3	8	64	Community Services Officer	8
Patrol K9				4		
Crime Suppression			1	4		
Animal Control					ACO Supervisor; ACO	3
Range					Rangemaster	1
Total FTEs: 96		3	9	72		12

Actual staffing in Patrol was 77 at time of this report, which included 4 Trainees. Some staff pending transfer (e.g. Motors)

Unit / Functional Area	Description of Services
Patrol – Sworn	- Patrol is overseen by three (3) Watch Commander Lieutenants who provide split shift coverage and, during their shift, manage day-to-day operations of patrol. - Each patrol team has one (1) sergeant and eight (8) officers with minimum staffing of six officers (one per beat) established per shift. - Responsible for handling calls for services, completing written reports as needed. - Provides front-line enforcement of applicable local, state, and federal laws, including both responding to community-generated calls for service, as well as officer-initiated activities such as traffic stops and field interrogations, resulting in such processes as report writing, bookings, citation issuance, etc. - Interviews contacts in the field, as well as other initial investigational tasks. - May work investigative case to completion dependent upon time available and patrol sergeant support. Performs DA case follow-up in numerous instances. - Performs directed patrol activities from ASPIRE information. - Officers responsible for monthly neighborhood watch group meetings in their beat. - Works voluntary and mandatory overtime as needed to meet basic staffing levels, - Watch Commanders and sergeants have ancillary duties to include special projects, ASPIRE responsibilities, etc.

Unit / Functional Area	Description of Services
Patrol – CSO	• Reporting to the sergeant of each team, one CSO is scheduled to be on each team/shift. • Provides a variety support services to shift including responding to cold person crimes calls, parking enforcement, vehicle tows, traffic accidents and other activities. • Responsible for handling calls for services, completing written reports as needed. • Explorer and cadet volunteers can also augment patrol in CSO capacity, as available.
Patrol (K9 Unit)	• Four (4) K9 Officers are deployed on the Relief and Swing shifts, one to each team. • K9 Officers provide specialized back-up services upon officer request to include suspect apprehension/detention actions. • K9 Units act as a primary call for service responder and are not dedicated solely to back-up. • Perform all duties and responsibilities of a regular patrol officer.
Crime Suppression Unit (CSU)	• One (1) sergeant and four (4) Officers operation on A-team side from 1200-2300 hours. • One (1) Officer typically acts as a DUI enforcement officer. • Remaining staff act in a street crimes unit capacity, often focusing proactive patrol activities on gang-related efforts, probation and parole searches, and maintaining gang database. • Regularly works with VNET in Investigations.
Animal Control	• Unit composed of one (working) supervisor position and two (2) Animal Control Officers (ACO) dedicated generally to Day Shift. • Responds to animal control and welfare calls, including barking dogs, wild animals, cruelty to animals, etc. • Staff utilizes Placer County Animal Shelter on a regular basis.
Range	• One (1) Rangemaster position assigned to patrol and manages Department shooting range. • Provides instruction, orders supplies and maintains safety protocols on range. • Also acts as RPD's Quartermaster position ordering bulk of all department supplies.

APPENDIX B: Results of the Employee Survey

Employees of the Roseville Police Department were invited to participate in an online questionnaire administered through SurveyMonkey. Unique invites were sent out to all current department emails, guaranteeing that the survey could only be completed once per individual. In total, 112 employees completed the survey.

The following sections present a summarized table of results for the multiple choice and ranking components of the survey.

1. Background Questions

Are you a sworn or civilian employee?

Sworn	65%
Civilian	35%

What is your current rank?

Lieutenant or higher	8%
Sergeant	15%
Officer	77%

Currently, is your primary residence within the incorporated boundaries of Roseville?

Yes	58%
No	42%

2. Multiple Choice Questions

For reference, the following abbreviations are used:

SA = Strongly Agree

A = Agree

D = Disagree

SD = Strongly Disagree

Percentages listed correspond to the total of those four categories – i.e., not including those who either selected “No Opinion” or skipped the question.

Statement	SA	A	D	SD	No Opinion
In my specific assignment (e.g., patrol, finance, etc.), staffing levels are adequate to handle the current level of service expected from the public.	3%	23%	41%	33%	3
The city does a good job of recognizing and anticipating the challenges we face.	4%	26%	45%	25%	6
The police department is one of the top priorities of the city government.	9%	30%	41%	20%	6
The citizens expect a high level of service to be provided by the police department.	79%	20%	0%	1%	0
We are able to meet the expectations of the community in our response time to emergency incidents.	23%	63%	9%	5%	8
We are able to meet the expectations of the community in our response time to low-priority incidents.	5%	50%	33%	13%	9
In general, our department has a good relationship with the community.	45%	52%	2%	1%	1
The boundaries of most beats make sense; borders between beats almost always fall along natural barriers and/or other logical boundaries.	2%	65%	28%	4%	23
We have adequate civilian staff support in the Operations Division (i.e., Patrol).	6%	24%	51%	19%	11
We have adequate sworn staff support in the Operations Division (i.e., Patrol).	2%	31%	45%	22%	5
We have adequate civilian staff support in the Services	7%	35%	38%	19%	17

Statement	SA	A	D	SD	No Opinion
Division (e.g., Investigations).					
We have adequate sworn staff support in the Services Division (e.g., Investigations).	3%	22%	49%	26%	14
We have adequate civilian staff in Police Administration (Records, Dispatch, PSU).	9%	29%	33%	29%	19
We have adequate sworn staff in Police Administration (Records, Dispatch, PSU).	7%	46%	26%	20%	17
Our CSO resources are adequate to divert a significant number of lower-priority events away from sworn staff.	7%	32%	33%	28%	7

3. Service Priority Ranking

*“Interviews suggest that there are strong opinions regarding the impact of future growth on RPD. As such, please rank the following service areas in relation to its importance for addressing future staffing needs with **1 (most important)** to **6 (least important)** compared to other areas”*

Avg. Ranking	Category
2.3	Increased call for service activity from growing residential populations
2.5	Increased crime from growing residential populations
3.7	Increased crime from growing commercial activity
3.8	Increased call for service activity from growing commercial activity
4.1	Increased crime from developing destination areas (e.g., Downtown)
4.4	Increased call for service activity from developing destination areas



COUNCIL COMMUNICATION

CC #: 8310
File #: 0102-11

Title: City's 2017 Economic Development Update
Contact: Laura Matteoli 916-774-5284 lmatteoli@roseville.ca.us

Meeting Date: 3/15/2017
Item #: 11.2.

RECOMMENDATION TO COUNCIL

Informational only. No Council action required.

BACKGROUND

The Presentation by Chris Robles, City's Economic Development Director on the 2017 Economic Development Department's Areas of Focus and Strategic Objectives. The Economic Development Department's work program focuses on implementation and participation with the following committees and organizations:

Economic Development Advisory Committee (EDAC) - The purpose of the Economic Development Advisory Committee is to advise and assist the City Council in creating a community environment conducive to existing businesses, attracting businesses to Roseville, and promoting tourism. This is accomplished through implementation of the Economic Development Strategy. The Economic Development Strategy is a road map for Roseville's economic growth and updated every five years. The goal of this road map is to capture and expand business investment that supports the community values by instituting policies that help achieve a safe environment and an equitable economy for our businesses, residents and development community. This Strategy focuses on leveraging partnerships, sharing resources, building on Roseville's competitive advantages, and strengthening Roseville's position as the region's community of choice for business and investment. EDAC and staff are currently working on the 2017 update of the Strategy. The 2017 Strategy goals include:

Business Retention and Attraction

- Business Attraction
- Support Entrepreneurs Small and Medium Enterprises & Technology
- Attract Higher Education
- Incentives
- Marketing

Enhance Quality of Life

- Support Roseville Non-Profit Entities
- Partnerships

The Strategy will become staff work program over the next five years. It is anticipated that the 2017 Update be brought to City Council in June 2017. Thereafter, staff will work to implement the Strategy's goals and objectives with guidance from the Committee.

Placer County Economic Development Board - The Placer County Economic Development Board was established by the Board of Supervisors in 1991 and serves as an advisory body for the Office of Economic Development's business attraction and retention efforts for Placer County. Members of the Board are responsible for carrying economic development information back to the governments and organizations they represent to insure that there is a united effort to attract new jobs to the County.

Placer County recently hired an Economic Development Director and the Board recently seated a new Chairperson, given the changes staff anticipates development of a new economic platform. Economic Development staff continues to attend the Board meetings to ensure that Placer County goals and objectives align with Roseville's.

Greater Sacramento Area Economic Council (Greater Sacramento) - Greater Sacramento's primary goal is to position the Sacramento Region as the most efficient and productive market in which to do business in California. Greater Sacramento targets California-based companies considering out-of-state relocation and promotes the Sacramento region. Greater Sacramento also works aggressively to recruit Nationwide companies to the California and the Sacramento region. Greater Sacramento's goals and objectives include:

Competitiveness Council	Create dashboards to track regional performance indicators and improve our market position around the five strategic pillars of competitiveness.
Food & Agriculture Innovation Council	Assess and improve the region's position across food and agriculture industry sectors.
Business Attraction	Attract and retain high-quality jobs and investment while promoting the reputation of the Sacramento Region and Greater Sacramento.
Bay Area Strategy	Continue to connect and partner with the Bay Area while promoting the Sacramento Region's advantages.
Market Intelligence	Create a program to collect and aggregate data on local businesses to support their location within the region.
Marketing & Communications	Focus on earned media, branding, and outreach to increase the awareness of regional advantages and opportunities.

Staff's participation in Greater Sacramento's efforts is necessary to ensure that Roseville is represented on a regional basis. Our efforts are aimed at improving the region's economic status indicators resulting in greater ability to attract and retain CA business relocations and national out-of-state relocation companies. We are confident that these efforts will continue to bring Roseville to the forefront as a "community of choice" to these business prospects and employers.

FISCAL IMPACT

There is no action requested as part of this item and, therefore, no impact to the City's General Fund or any other revenue sources.

ECONOMIC DEVELOPMENT / JOBS CREATED

The City's 2017 Economic Development update identifies areas of focus and strategic objectives

aimed at positioning the City to be the "best" marketplace for business by recruiting, retaining and expanding businesses and creating jobs.

ENVIRONMENTAL REVIEW

The City's 2017 Economic Development update promotes the economic health of the region and Roseville. These activities will not result in a direct or reasonably foreseeable indirect physical change in the environment, and therefore this update is not subject to CEQA (CEQA Guidelines §15061(b)(3)).

Respectfully Submitted,

Laura Matteoli, Economic Development Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

2016-2017 Placer County EcDev Strategic Objectives

PowerPoint

Placer County Economic Development Board of Directors
Strategic Objectives for 2016-17
January, 2016

(Draft)

The Placer County Economic Development Board of Directors (PCEDB) has a tremendous opportunity to provide critical leadership from the private sector and the public sector on issues that enhance the economies of the Placer County and its individual jurisdictions.

However, to be effective, the PCEDB, working in conjunction with county and city economic development staff and in partnership with the board of supervisors and city councils, must be focused on **a defined set of specific objectives that we can measure and directly influence.**

Economic Development can be divided into several buckets, which apply to the opportunities before us in Placer County.

- Marketing & Research
- Business Recruitment
- Business Retention/Resources
- Infrastructure/Assets/Opportunity Sites
- Workforce and Education
- Downtown Vitality

As chair of the PCEDB for the 2016-17 calendar years, I'm pleased to submit this draft economic development framework for review and discussion by the board at its January meeting.

Once discussed, developed and approved, I am suggesting that we present to the Placer County Board of supervisors and to the city councils of Roseville, Rocklin, Auburn, Colfax, Lincoln and Loomis for their information and, ideally affirmation

Overall

Our objective **must be** to position Placer County as **"the best" marketplace for business** in the six-county Sacramento region, if not all of Northern California.

Marketing

Develop a set of measurable statistics that demonstrate Placer County's position as the best marketplace in the six county region and compares to other Northern California communities.

Develop and execute a plan to promote on-line, in earned media and at selected events throughout the year.

Develop on-line, social media and earned media strategies to celebrate successes that point back to Placer County's competitive position vis a vis our competition.

Business Recruitment

Develop material, resources and activities that leverage Greater Sacramento's business recruitment efforts and position the county and the cities as "the preferred location" within the six county Sacramento region.

Business Retention/Resources

"Business-Ready" Attitude

Ensure all jurisdictions in Placer County have established "streamlined" permitting processes, per Greater Sacramento's recommendations. Develop marketing material that establishes Placer County's "business-ready" approach. Celebrate business recruitment/retention successes that results from Placer County's "business-ready" attitude.

Small Business

Survey small businesses and determine the top two or three business resources they need to grow their business. Establish partnerships with entities committed to serve Placer County's businesses. Develop and execute a marketing strategy with local cities and chambers of commerce to connect small business to these priority resources. Develop tracking system, regularly report outcomes and celebrate successes.

Top employers

Survey top employers in priority industry clusters (Health, IT, Manufacturing, Finance, Agribusiness, Tourism/Leisure) and determine two or three common needs/requirements. Develop and publicize a strategy to meet those needs.

Infrastructure/Assets

Identify "top three" county-wide infrastructure needs and develop a communications strategy to promote the value of key infrastructure from an economic development perspective and promote solutions. Suggested priorities:

Transportation	Utilities
Water Supply	Airports
Broadband/Information Technology	Industrial/Employment Centers

Workforce and Education

Higher Education

Promote university proposals as essential economic development drivers for Placer County's economic future. Collaborate with jurisdictions, current education institutions and university proponents to reduce/eliminate barriers, cultivate support and ensure that higher education thrives and expands in Placer County.

STEM Education/Career Technical Education

Promote and Support CRANE high school career academy initiative, connecting employers in Placer County with related programs, promoting internships and other opportunities.

Downtown Vitality

Look for opportunities to support and promote downtown development, programming and business development in each of Placer County's downtown districts.



2017 Economic Development Council Workshop

March 15, 2017

Economic Development

Areas of Participation

- Advantage Roseville
- Economic Development Advisory Committee (EDAC)
- Placer County Economic Development Board
- Greater Sacramento Area Economic Council (GSAEC)

EDAC

Business Retention and Attraction

- Business Attraction
- Support Entrepreneurs Small and Medium Enterprises & Technology
- Attract Higher Education
- Development Assistance
- Marketing

Enhance Quality of Life

- Support Roseville Non-Profit Entities
- Partnerships

Placer County Economic Dev. Board

Promote Business Retention and Attraction Efforts in Placer County

- Attract new jobs to County
- Assist the Board in development of an Economic Development Platform

Greater Sacramento (GSAEC)

Promote Region to be most Efficient and Productive market to do business

- Competitiveness Council
- Food & Agriculture Innovation Council
- Business Attraction
- Bay Area Strategy
- Market Intelligence
- Marketing & Communications

Roseville's trend data

- Population
- Home Sale Prices
- Household Income
- Educational Attainment
- Workforce
- Commute Patterns
- Key Job Sectors
- Unemployment Rate
- Real Estate

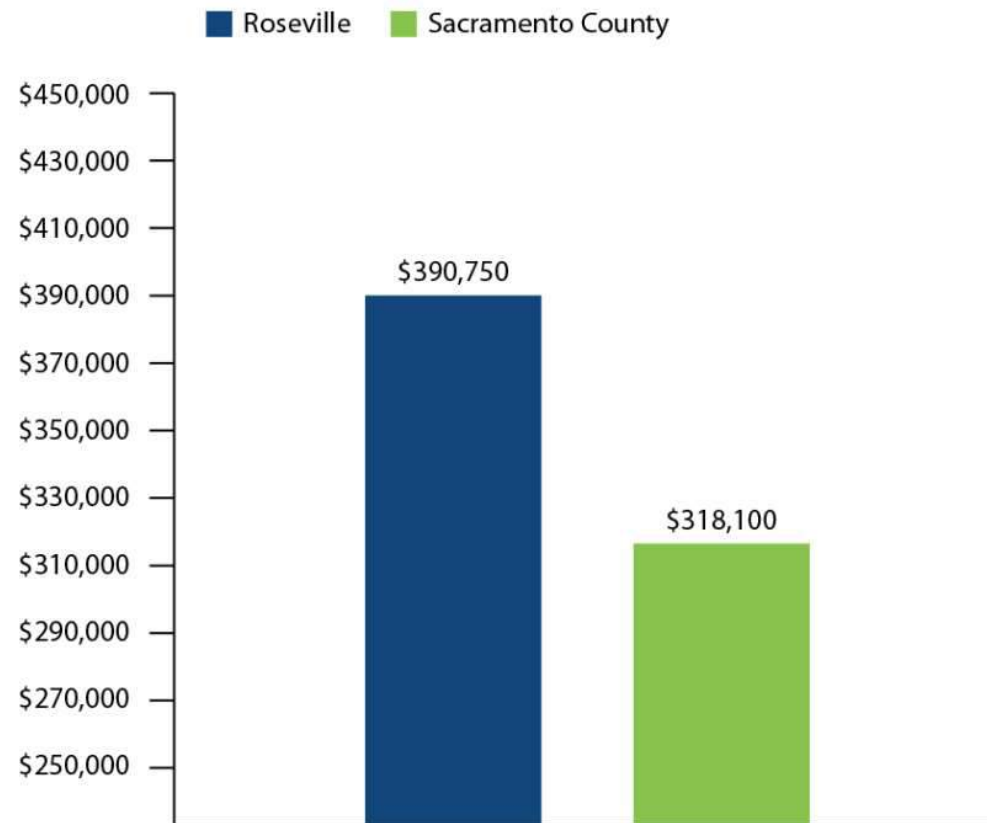
Population

Population



Home values

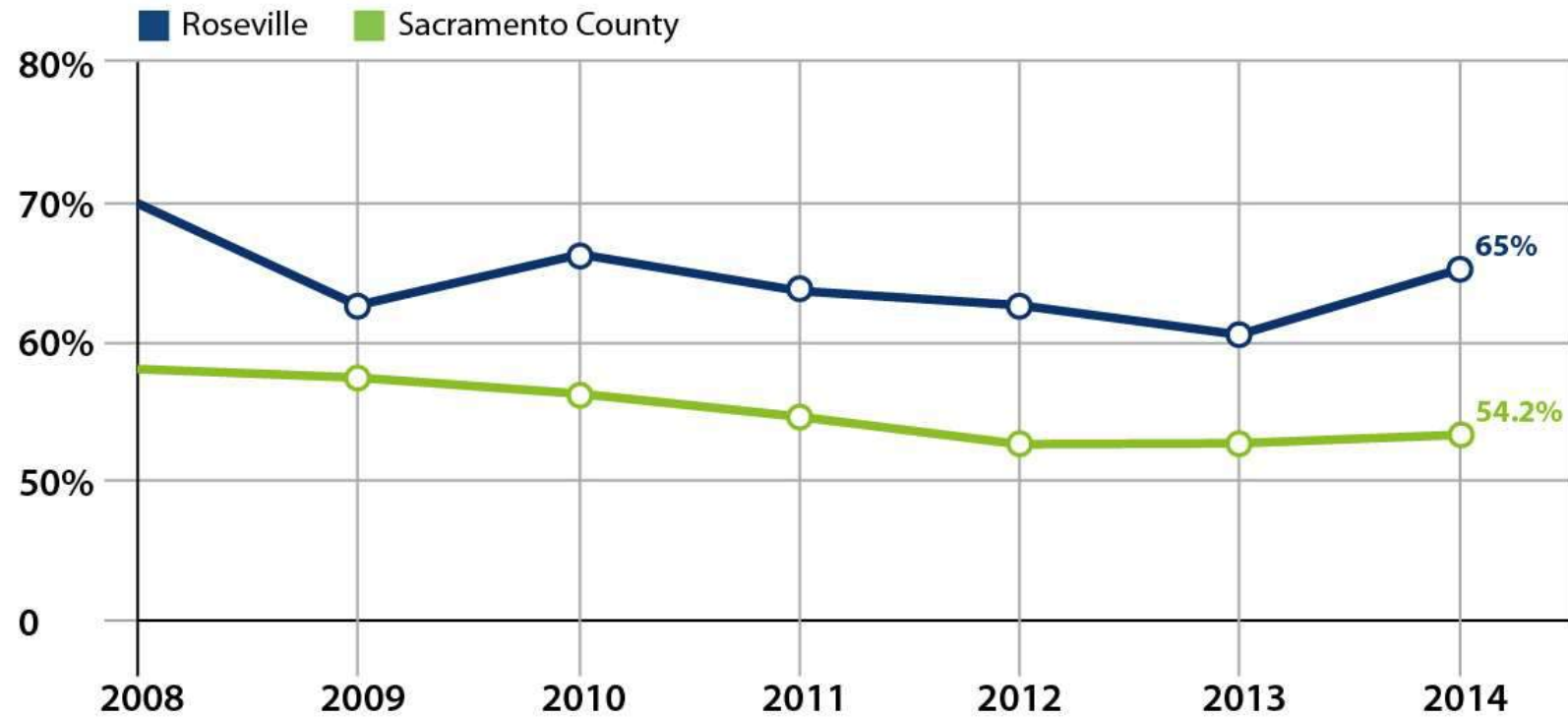
Median Sales Price



Median household income



Home ownership



<https://www.civicdashboards.com/city/roseville-ca>

High school graduation rate

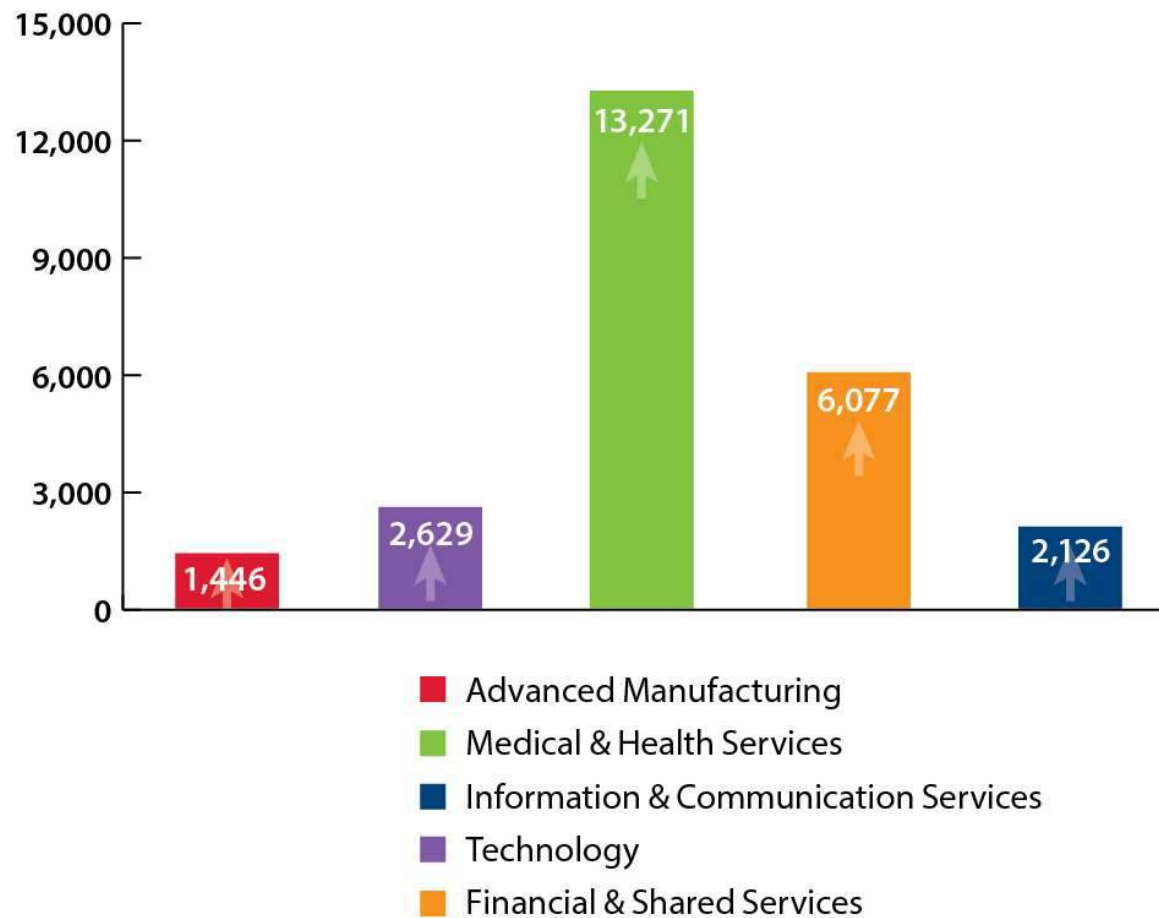


Educational attainment

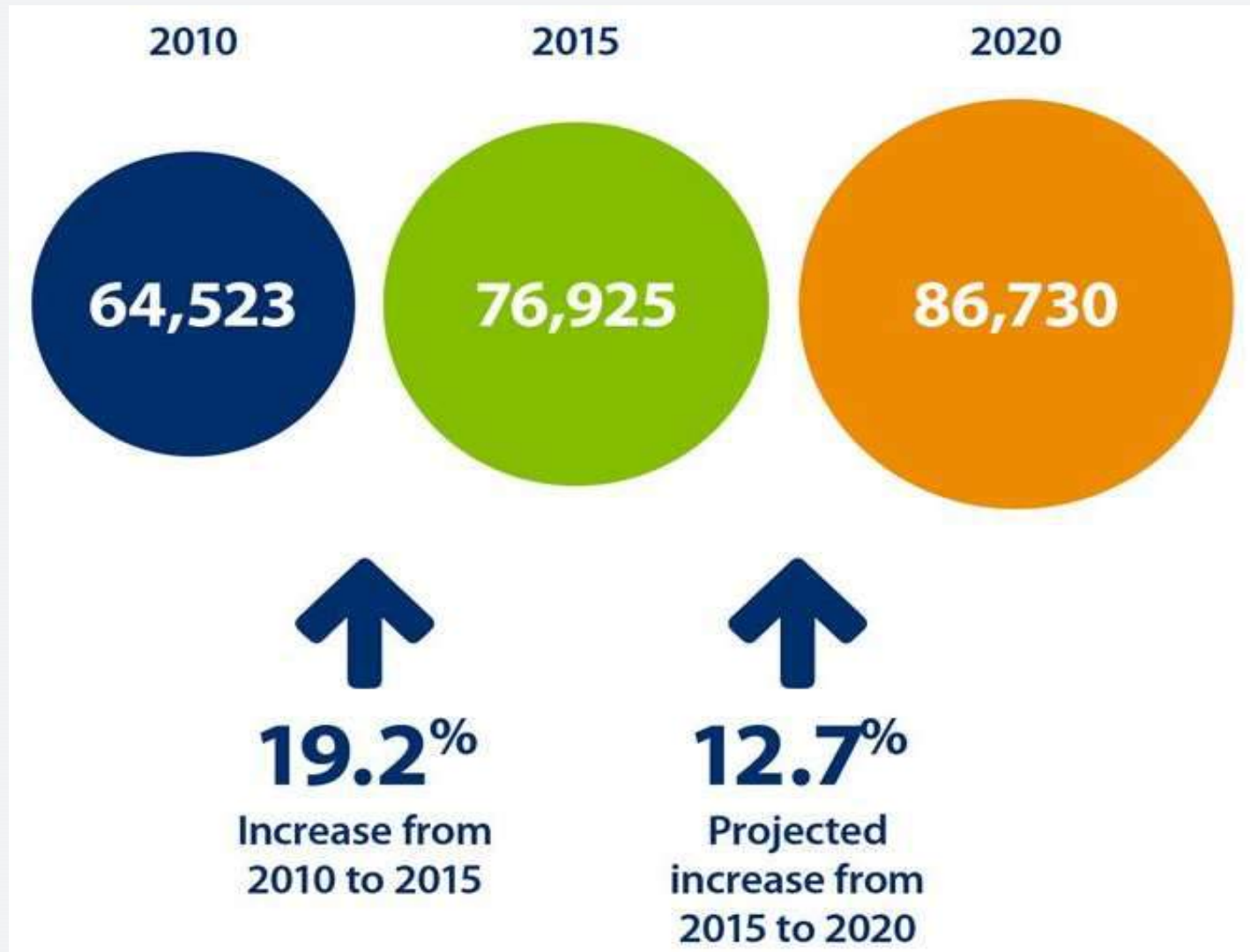


Key job sectors

2015 Targeted Industry Job Estimates



Job growth – City of Roseville



Job growth – Sacramento County



Unemployment



Vacancy rates-Roseville



Industrial

4.4%



Office

11.3%



Retail

5.8%

Vacancy rates–Greater Sacramento



Industrial

7.7%



Office

14.6%



Retail

9.3%

Why Roseville Participates



The Northern California Megaregion

Innovative, Connecting & Growing

Population

12.2 million, accounting for 31.5% of California's population

Gross Regional Product (GRP)

\$875 billion in 2014, the highest GRP per capita of any US megaregion

2

1

Talent

Single megaregion creates a competitive marketplace of 12.2 million people

2

GDP

GDP regionally is the highest of any US megaregion

3

Connected

Continued expansion of regional rail service is a top priority

4

Cross-leveraged Development

Economic development occurs across county and city lines

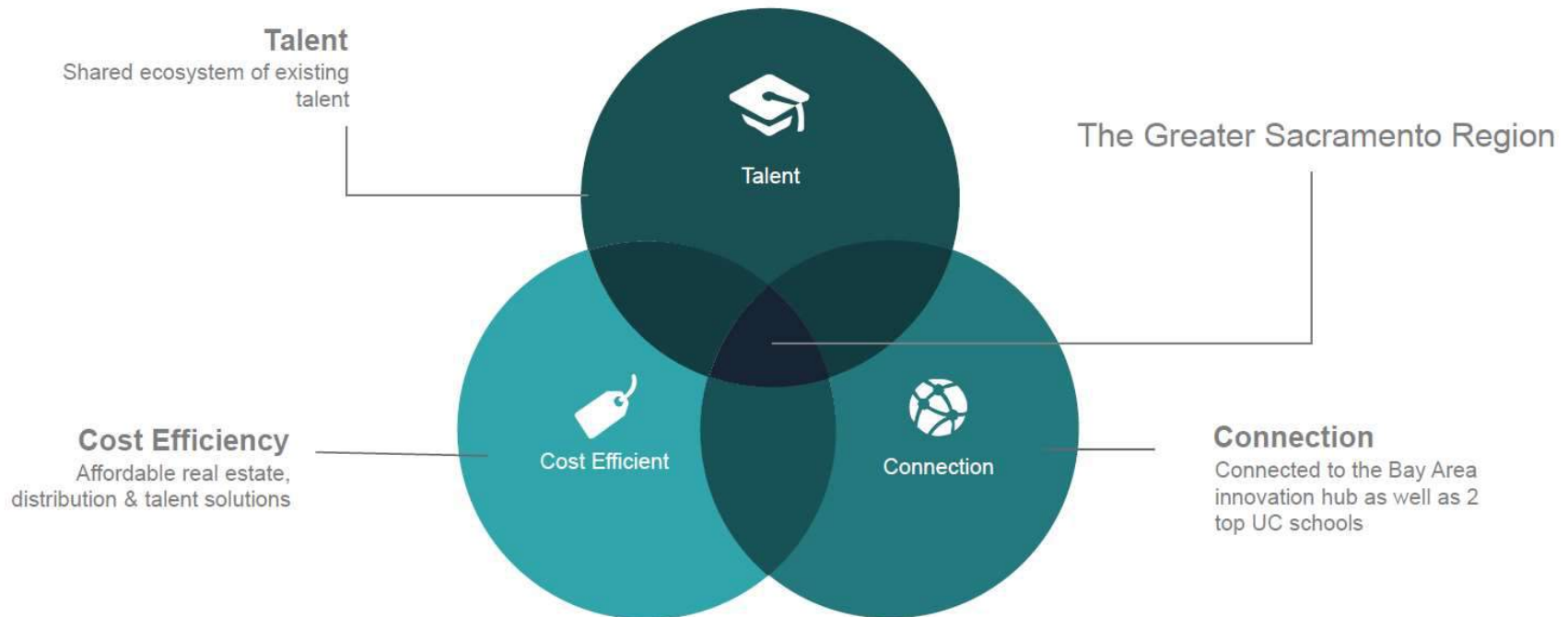
SOURCE: Bay Area Council 2016

Value Proposition

Greater Sacramento's Value Proposition

4

Greater Sacramento provides access to talent and resources through UC Davis and UC Berkeley, as well as the innovation being developed at both top schools.



Shared and Talented Workforce

5

A Shared, Talented Workforce

Greater Sacramento and the Bay Area have a shared workforce of 208,000

Greater Sacramento & Bay Area are a single market with a shared workforce

Sacramento is a net exporter of over 4,000 tech skilled graduates to the Bay Area

18,000 people a year are moving from the Bay Area to Sacramento

318,000 students currently enrolled 4-year university students within 90 miles

UC DAVIS
UNIVERSITY OF CALIFORNIA

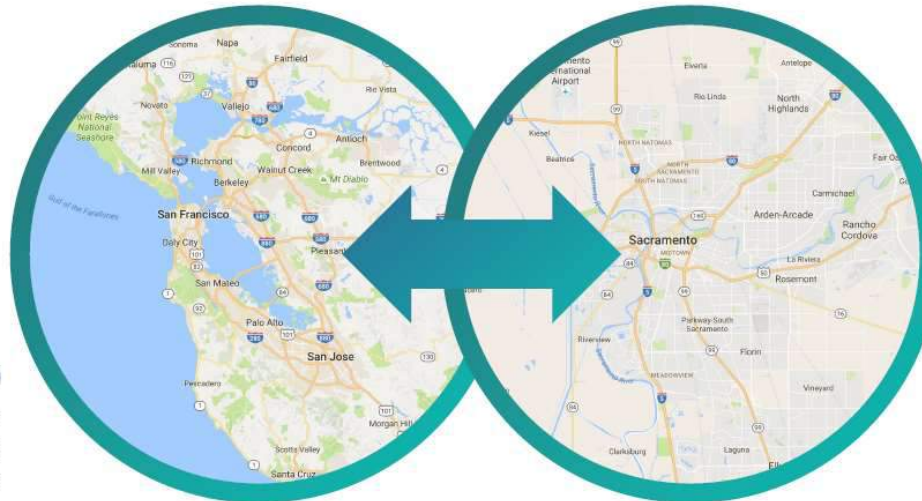
Berkeley
UNIVERSITY OF CALIFORNIA



UNIVERSITY OF THE PACIFIC

119,000

Travel from the Greater Sacramento area to the Bay Area



UCSF

University of California
San Francisco



SACRAMENTO STATE



Stanford University



Stanislaus State

89,000

Travel from the Bay Area to the Greater Sacramento area

CITY OF ROSEVILLE
CALIFORNIA

Affordable Real Estate Costs

Efficient Real Estate Costs

Although there is less available space, office lease rates are 47% more affordable in the Sacramento region than in either the San Jose or the San Francisco regions.

Office Lease Rates

Market	Gross Rent (\$/SF)	Existing SF	Vacancy Rate
Sacramento	\$21.07	101,028,097	11.7%
Los Angeles	\$32.77	432,689,680	10.6%
San Francisco	\$55.28	166,896,610	6.9%
South Bay/San Jose	\$39.97	114,171,153	8.0%

Class A Office Lease Rates

Market	Gross Rent (\$/SF)	Existing SF	Vacancy Rate
Sacramento	\$26.03	26,196,735	11.1%
Los Angeles	\$35.91	182,138,239	13.6%
San Francisco	\$56.88	77,933,898	7.2%
South Bay/San Jose	\$42.72	29,089,680	10.0%

SOURCE: CoStar, Q3 2016

Sacramento

San Jose

San Francisco

\$21.07

\$39.97

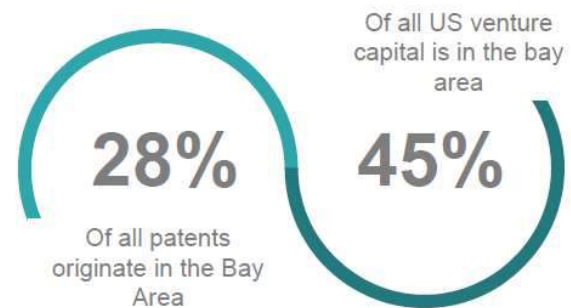
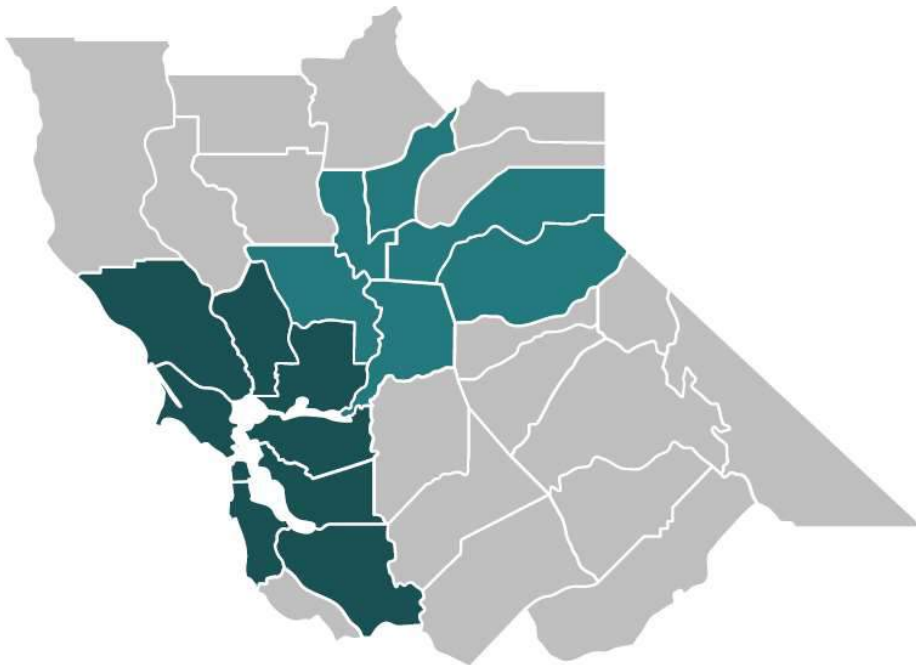
\$55.28

Bay Area connection

Connection to the Bay Area

Sacramento is just 90 minutes from the most innovative market in the world

Our #CaliforniaJobsMatter positioning is our competitive response to competing markets, including Seattle, Portland, and Texas



Linking with the Bay Area
enables Sacramento to diversify it's
economy

**Sacramento is the solution to the
Bay Area's growth constraints**

Bay Area at capacity

9

Overheated Bay Area

Bay Area to Sacramento Relocations

200,000 people leave the Bay Area each year

18,000 move to the California's Capital Region

Only 6,000 move to Seattle

Bay Area
Relocations
to Seattle

3%



Bay Area Relocations to
Sacramento

8.8%



#1

Most Searched Region for
residents leaving the Bay Area

SOURCE: Redfin, 2016; US Census Bureau, American Community Survey, 2013 5-Year Estimates; US Census Bureau, American Community Survey, 2014 1-Year Estimates; Forbes, 2016; WalletHub, 2016; SmartA

Roseville's Community Achievements

- Roseville is ranked top 25 in the Nation
 - For safest cities; and
 - Safest cities for women
- Roseville named 9th best place to raise a family in California
- Roseville is the 11th healthiest city in the United States

Community of Choice





COUNCIL COMMUNICATION

CC #: 8327

File #: 0709-03-02

Title:	Main Street Plaza - 304 Washington Boulevard - Affordable Housing Disposition and Development Agreement
Contact:	Danielle Foster 916-774-5446 dfoster@roseville.ca.us

Meeting Date: 3/15/2017

Item #: 12.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council and the City Council acting as the Housing Successor:

- 1) Hold the public hearings required by Health and Safety Code Sections 33431 and 33433;
- 2) Authorize the City Manager to execute the attached Amended and Restated Disposition and Development Agreement (DDA) for the affordable housing site, owned by the City as the Housing Successor, at 304 Washington Boulevard to be sold to Main Street Plaza, LLC for the development of an affordable housing project, subject to the conditions of the DDA; and
- 3) Authorize the City Manager or his designee to execute any associated documents, including escrow documents, to carry out the sale and the development.

BACKGROUND

This Council Communication serves as the summary report required by Section 33433 of the California Health and Safety Code.

On January 18, 2017, the City Council, acting as the Housing Successor, approved the Exclusive Right to Negotiate Agreement (ENA) with Meta Housing Corporation for the affordable housing site at 304 Washington Boulevard and subsequently approved a Disposition and Development Agreement on February 15, 2017. Since that time, staff and Meta Housing have developed the attached Amended and Restated Disposition and Development Agreement for City Council consideration. Main Street Plaza, LLC is owned and controlled by Meta Housing and will be the party contracting with the City.

The development of the project's ENA and subsequent DDA were in response to a proposal from Meta Housing to develop the site at 130-134 Main Street in conjunction with a neighboring city-owned affordable housing parcel at 304 Washington Boulevard. The parcel at 130-134 Main Street has an existing building that is mostly vacant and partially condemned. Meta Housing has been awarded CDBG funding in the amount of \$150,000 for the demolition and clearance of this blighted nuisance site in the City of Roseville. This project will demolish the existing building that consists of: the deteriorating Roseville Hotel on the second floor, predominantly vacant commercial space on the first floor, and a small pizza business (Fast Freddie's) on the first floor. The pizza business leases the space and as a result will be displaced as part of this development. The business tenant will be offered relocation assistance paid by the Developer consistent with

state and federal requirements, as part of the demolition and development of the site. The majority of the existing building has been condemned for approximately three years and deemed uninhabitable by the City's Building Official. The current property owners are dealing with code violations on the property, and have been for a few years.

The Developer is in escrow for purchase of the property, closing mid-March. The vacant uninhabitable upstairs that was the Roseville Hotel, is boarded up with broken windows and is consistently broken into and left unsecured, resulting in ongoing public safety calls to the site. This building is a serious safety issue and blight to the surrounding neighborhood. The location of this building is within the City's Historic Old Town, identified as a focus area of city's redevelopment activities and part of the central/core neighborhoods that the City Council has set as a revitalization focus area in its current Council Goals. Assistance in the clearance of this site is of benefit to the adjacent neighborhoods and the community overall. Furthermore, this project will assist in the elimination of blight in the former redevelopment plan project area by replacing a partially condemned and mostly vacant building with a new mixed-use affordable housing project and by improving housing conditions for low-income households.

Once the site at 130-134 Main Street is demolished, Meta Housing will develop the property in conjunction with 304 Washington Boulevard as a mixed-use project comprised of 3,500 square feet of commercial space and 75 affordable apartment units. This overall project is estimated to cost approximately \$35 million and will be able to serve incomes ranging from extremely low (30-35% of Area Median Income), to very low (50% of Area Median Income), and low (60% of Area Median Income) income. This development will also include permanent supportive housing units to assist individuals and families who are homeless or at-risk of homelessness, potentially including veterans and those with a physical or mental disability. There will be additional services provided to residents to ensure their success in remaining housed. Included are the approved project plans for the site that were approved by planning on February 15, 2017.

Since Meta Housing needed to apply for state funding by the end of February in order to have documented with state funders its controlling interest in the property, the City and the Developer entered into an initial Disposition and Development Agreement on February 15, 2017. The City also committed the \$150,000 of CDBG funding, as discussed above, and \$2,000,000 of local affordable housing funds towards the construction and permanent financing of this project. Currently before Council is a request to hold a public hearing on an Amended and Restated Disposition and Development Agreement, as required by law, and to authorize the execution of this agreement, which now includes the appraised value of 304 Washington Boulevard. In addition to the City's financial contributions to this project, the Developer has secured \$1.25 million of county affordable housing Mental Health Services Act (MHSA) funding for this project, is working with staff on an application to the Sutter Health Getting to Zero Campaign for matching funds, and anticipates applying for project-based vouchers to further support a project of this subsidy, serving a wide-range of incomes and needs.

Staff plans to submit a request for matching funds to the Sutter Health Getting to Zero Campaign, and has alerted Sutter to this project and this likely next step. The inclusion of extremely low income and supportive housing units align with Sutter's goals around reducing homelessness. If awarded matching funds for this project, Council has already authorized the commitment of these funds directly to Meta Housing and this project. Additional funding commitments will make the project more competitive for state consideration and will, of course, help the project overall to secure the necessary financing to begin construction and ensure the project's feasibility.

Staff believes this project will both remove a blighted building from the Historic Old Town district and will further achieve city goals in the provision of affordable housing for low, very-low, and extremely-low income households. Staff further believes that these project goals are consistent with the last adopted implementation plan (fiscal years 2009-2014) implementing the Redevelopment Plan adopted in 1989 by the former City of Roseville Redevelopment Agency.

Meta plans to secure all of the necessary project financing by mid to late 2018 and start construction soon after.

FISCAL IMPACT

No general funds will be used for this project. The project consists of loans from the City in the amount of \$150,000 from CDBG funds and \$2,000,000 from affordable housing loan subsidy repayments, housing trust fund, and the redevelopment low/moderate housing fund. The project also includes the sale of 304 Washington Boulevard, which consists of three vacant parcels totaling 0.80 acres, by the City to the Developer in the amount of the \$875,000, which is the fair market value of the site at its highest and best use according to an appraisal prepared. The City will take back a promissory note for \$875,000. All of these loans are for a term of 55 years and will bear interest at a simple interest rate of 3% per annum. All of these funding sources are sources set-aside for the development of affordable housing and similar restricted activities that benefit low-income households. A preliminary project pro forma is attached.

APPRAISAL

- In determining the purchase price for the sale of 304 Washington Boulevard, Section 33433 of the Health and Safety Code requires the City to identify the fair market value of the interests being conveyed at the highest and best use allowed. The appraisal determined that the highest and best use as-vacant land was a mixed-use development with multi-family residential and commercial, which is exactly what the Developer plans to build. Using a comparable land sales approach, the appraisal determined that the square footage valuation ranged from \$13.21 to \$39.49 a square foot, with a median of \$21.71 and an average of \$23.52 a square foot. Rounding up, the appraisal used \$25.00 a square foot in order to determine the fair market value at \$875,000.

- The law also requires an estimated reuse value of the property to be determined. The fair reuse value can be defined as the fair market value of the interests to be conveyed, less the economic value of any development restrictions placed on the project by City, environmental, and other property development constraints. As a condition of this project, an Affordable Housing Regulatory Agreement will be recorded against the property which restricts the use of the property for affordable housing purposes for a period of at least 55 years. Thus, it is a fair assumption that the fair reuse value of the property is less than the fair market value of the property in its current, unrestricted condition.

ECONOMIC DEVELOPMENT / JOBS CREATED

Estimates of total employment created can be based on expenditure data, consistent with guidance from the Council of Economic Advisers (CEA). Total employment not only includes direct and indirect jobs, but also induced jobs. CEA estimates that total employment is increased by one job-year for every \$92,000 in direct government spending. Therefore, this project has the potential to generate 23 jobs with the expenditure of these funds.

ENVIRONMENTAL REVIEW

On April 1, 2009, an Environmental Impact Report (EIR) was certified for the Downtown Specific Plan (DTSP). Development of the property was previously evaluated in the DTSP EIR. An

analysis has determined that the Main Street Plaza housing development will not exceed the anticipated number of residential units, square footage allocation, or vehicular trips and accordingly no new environmental impacts beyond those already considered in the DTSP EIR are anticipated. Therefore, this development is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15182 and accordingly no further environmental review is required.

Respectfully Submitted,

Danielle Foster, Housing Manager

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

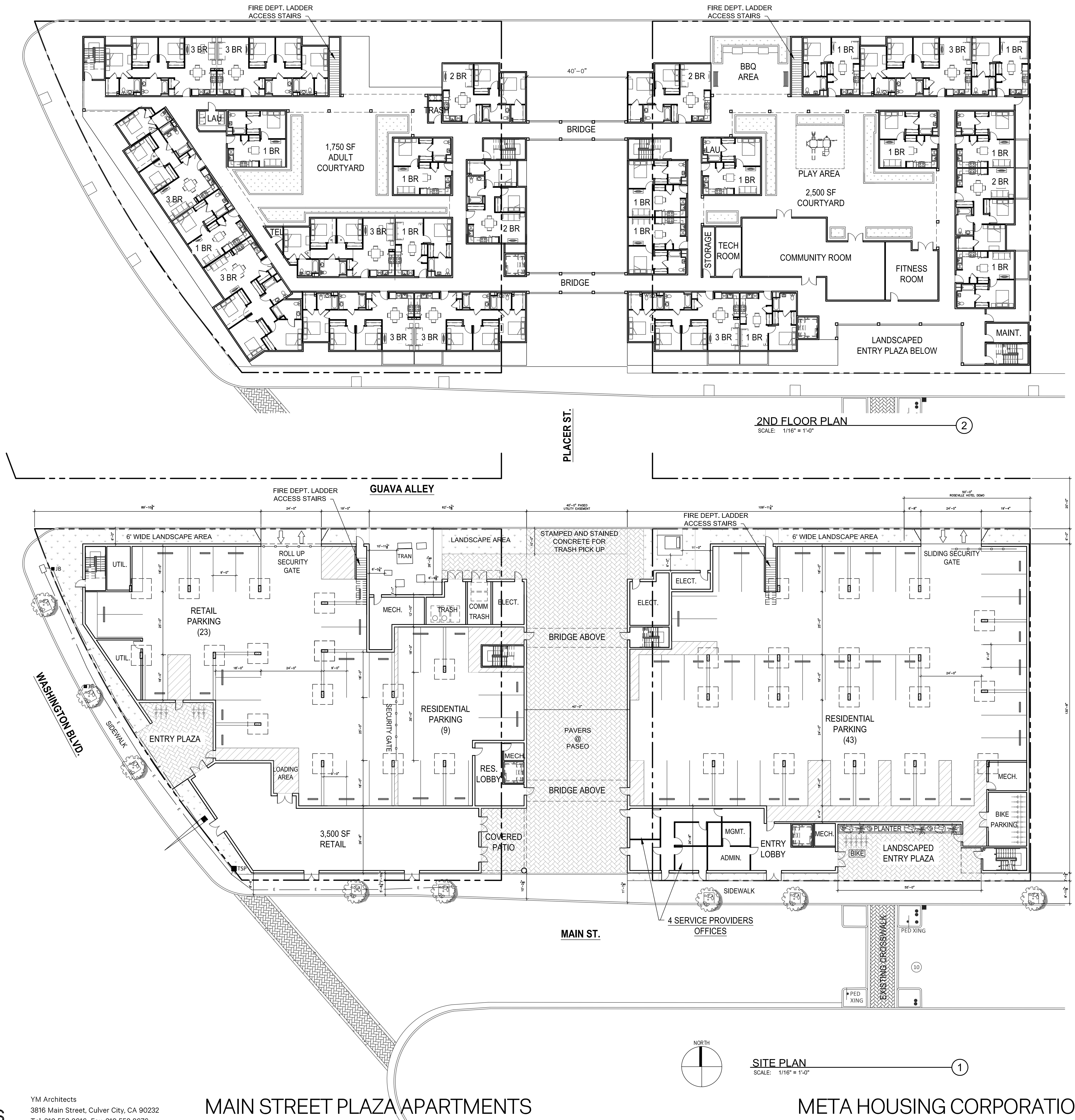
Description

Main Street Plaza Project Site Plan

Resolution No. 17-97

Amended and Restated Disposition and Development Agreement

Main Street Plaza Preliminary Project Proforma



PROJECT SUMMARY:

PROJECT DESCRIPTION:

2 + 3 STORY TYPE-V RESIDENTIAL
APARTMENTS OVER
1 STORY COMMERCIAL, RESIDENTIAL
LOBBY AND PARKING GARAGE

PROJECT ADDRESS:

304 WASHINGTON BLVD.
134, 138, 140 MAIN ST.

EXISTING ZONING:

GENERAL PLAN DESIGNATION :
DOWNTOWN (DT-4)
PRIMARY ZONING:
OLD TOWN HISTORIC DISTRICT (HD/SA-DT)
PRIMARY LAND USE:
CENTRAL BUSINESS DISTRICT (CBD)

SITE AREA :

50,907 SF OR 1.16 ACRES ,
(INCLUDES 8,421 SF PLACER ST.)

DENSITY:

AS DETERMINED BY THE FAR OR
32 UNITS/ACRE, WHICHEVER IS GREATER

FAR:

TOTAL COMBINED BUILDING AREA:
1ST FLOOR = 38,116 SF
GARAGE = 32,036 SF
RETAIL = 3,500 SF
LOBBY/OFFICE = 2,580 SF
2ND FLOOR: = 30,675 SF
3RD FLOOR: = 30,675 SF
4TH FLOOR: = 24,235 SF
TOTAL BUILDING AREA
EXCLUDING GARAGE = 91,665 SF

TOTAL SITE AREA = 50,907 SF

FAR PROVIDED - 1.79

UNIT SUMMARY:

37 - 1 BR UNITS @ 555 SF
10 - 2 BR UNITS @ 765 SF
28 - 3 BR UNITS @ 1,045 SF
75 UNITS TOTAL

OPEN SPACE REQUIREMENTS:

77 UNITS X 50 SF/UNIT = 3,900 SF

OPEN AREA PROVIDED:

PODIUM COURTYARD = ± 5,000 SF
ROOF DECK = 1,500 SF
COMMUNITY AREA = 2,100 SF
TOTAL OPEN AREA = ± 8,600 SF

LOBBY AND SERVICE

PROVIDER OFFICES = 1,850 SF

PARKING REQUIRED:

RESIDENTIAL: (AB744)
.5 SPACE / UNIT = 39 SPACES
PROVIDED = 52 SPACES

COMMERCIAL:

1 SPACE / 500 SF = 7 SPACES
3,500 SF / 500 SF = 23 SPACES
PROVIDED = 23 SPACES

BUILDING #1 AREA

1ST FLOOR = 18,670 SF
GARAGE = 14,590 SF
RETAIL = 3,500 SF
LOBBY/OFFICE = 580 SF
2ND FLOOR: = 15,394 SF
3RD FLOOR: = 15,394 SF
4TH FLOOR: = 12,174 SF
TOTAL BUILDING #1 AREA
EXCLUDING GARAGE = 47,042 SF

BUILDING #2 AREA

1ST FLOOR = 19,446 SF
GARAGE = 17,446 SF
LOBBY/OFFICE = 2,000 SF
2ND FLOOR: = 15,280 SF
3RD FLOOR: = 15,280 SF
4TH FLOOR: = 12,061 SF
TOTAL BUILDING #2 AREA
EXCLUDING GARAGE = 44,621 SF

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain property of the Architect (Y&M Architects), and no part thereof shall be copied, divided, or altered or used in connection with any other project other than the specific project for which they have been prepared and developed, without the written consent of the Architect (Y&M Architects). Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication.

RESOLUTION NO. 17-97

APPROVING AN AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MAIN STREET PLAZA, LLC, AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, AND MAKING FINDINGS AS REQUIRED BY HEALTH AND SAFETY CODE SECTION 33433

WHEREAS, the City of Roseville, as Housing Successor to the former Redevelopment Agency of the City of Roseville, currently owns real property generally located at 304 Washington Boulevard, in Roseville, California (the “Site”); and

WHEREAS, the Site was purchased by the former Roseville Redevelopment Agency with housing funds for the development of affordable housing; and

WHEREAS, Meta Housing Corporation, which owns and controls Main Street Plaza, LLC, obtained an option to purchase the neighboring parcel at 134 Main Street and proposes to combine that parcel with the Site for development of affordable housing units, commercial space, and associated parking spaces; and

WHEREAS, an Amended and Restated Disposition and Development Agreement for the project development generally located at 304 Washington Boulevard, by and between the City of Roseville and Main Street Plaza, LLC, has been reviewed by the City Council; and

WHEREAS, the City has prepared the required summary report and notice of a public hearing concerning the proposed Amended and Restated Disposition and Development Agreement has been given in accordance with applicable law; and

WHEREAS, the public hearing was held on March 15, 2017; and

NOW, THEREFORE, BE IT RESOLVED that the City Council finds that the sale of the Site for development in conjunction with the 134 Main Street parcel:

- Will assist in the elimination of blight in the former redevelopment plan project area by replacing a partially condemned and mostly vacant building with a new mixed-use affordable housing project and by improving housing conditions for low-income households;
- Will provide needed housing and services for low, very-low, and extremely-low income households;
- Is consistent with the last adopted implementation plan (fiscal years 2009-2014) implementing the Redevelopment Plan adopted in 1989 by the former City of Roseville Redevelopment Agency.

BE IT FURTHER RESOLVED that the consideration for the sale of the Site is not less than the fair market value at its highest and best use in accordance with the Redevelopment Plan; and

BE IT FURTHER RESOLVED by the Council of the City of Roseville that the Amended and Restated Disposition and Development Agreement is hereby approved and that the City Manager is authorized to execute it and that the City Manager or his designee is authorized to execute any other associated documents, including escrow documents, 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

**AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT**

By and Between

CITY OF ROSEVILLE

and

MAIN STREET PLAZA, LLC

Dated as of _____, 2017

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	2
1.1	Defined Terms.....	2
1.2	Singular and Plural Terms.....	5
1.3	Accounting Principles.....	5
1.4	References and Other Terms.....	5
1.5	Attachments Incorporated.....	5
2.	SUBJECT OF THE AGREEMENT.....	6
2.1	Purpose of the Agreement.....	6
2.2	The Project.....	6
2.3	The Site.....	6
2.4	Parties to the Agreement.....	6
3.	SCHEDULE OF PERFORMANCE.....	6
4.	DUE DILIGENCE; LAND USE REQUIREMENT.....	7
4.1	Due Diligence Period; Permission to Enter Site.....	7
4.2	Developer Obligations.....	8
4.3	Land Use Entitlements.....	8
4.4	Developer Right to Terminate.....	8
5.	DEVELOPMENT OF THE PROPERTY.....	8
5.1	Scope of Development.....	8
5.4	Changes in Construction Drawings.....	10
5.5	Construction Contract.....	10
5.6	Local, State and Federal Laws.....	10
5.7	Nondiscrimination During Construction.....	10
5.8	Entitlements.....	11
5.9	Defects in Plans.....	11

5.10	Marketing Plan	11
FINANCING FOR THE PROJECT		
	13	
6.1	Financing Plan.....	13
6.2	Final Project Budget	14
6.3	Financing Commitments.....	14
6.4	Developer Right to Terminate	14
7.	CONVEYANCE OF PROPERTY	14
7.1	Purchase and Sale of Site.....	14
7.2	Escrow.....	15
	7.2.1 Costs of Escrow.....	15
	7.2.2 Escrow Instructions.....	15
	7.2.3 Closing.....	15
7.3	Title Insurance	15
7.4	City's Conditions to Conveyance of the Site.....	16
7.5	Developer's Conditions to Acquire the Site	18
7.6	Developer Right to Terminate	20
7.7	City Right to Terminate.....	20
7.8	Waiver of Conditions	20
8.	AFFORDABILITY COVENANTS.....	20
9.	PHYSICAL CONDITION OF PROPERTY.....	21
9.1	Hazardous Materials Remediation	21
9.2	Hazardous Materials Indemnity.....	21
10.	CITY FINANCING	22
10.1	City Land Loan	22
10.2	City Housing Loan	

10.3	CDBG Loan	
10.4	General Terms and Conditions	
10.5	Affordable Housing Regulatory Agreement	24
11.	CERTIFICATE OF COMPLETION	25
12.	INTENTIONALLY DELETED	25
13.	INDEMNIFICATION AND INSURANCE	25
13.1	Nonliability of City	25
13.2	Indemnity	26
13.3	Insurance	26
13.4	Reimbursement of City	28
14.	DEFAULTS AND REMEDIES	28
14.1	Event of Default	28
14.2	No Waiver	29
14.3	Rights and Remedies are Cumulative	29
15.	NOTICES	29
16.	LIMITATIONS ON TRANSFERS AND ASSIGNMENT OF THIS AGREEMENT	29
16.1	Transfer and Assignment	29
16.2	Security Financing; Rights of Holders	30
17.	ADMINISTRATION	31
18.	MISCELLANEOUS	31
18.1	Counterparts	31
18.2	Prior Agreements; Amendments; Consents	31
18.3	Governing Law; Venue	31
18.4	Severability of Provisions	31
18.5	Headings	31
18.6	Time of the Essence	32

18.7	Conflict of Interest	32
18.8	Warranty Against Payment of Consideration.....	32
18.9	Nonliability of City Officials and Employees	32
18.10	Submission of Documents and Other Matters for Approval	32
18.11	Force Majeure	32

LIST OF ATTACHMENTS

ATTACHMENT NO. 1	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT NO. 2	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 3	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 4	CITY LAND LOAN PROMISSORY NOTE FORM
ATTACHMENT NO. 5	CITY LAND LOAN DEED OF TRUST FORM
ATTACHMENT NO. 6	CITY HOUSING LOAN PROMISSORY NOTE FORM
ATTACHMENT NO. 7	CITY HOUSING LOAN DEED OF TRUST FORM
ATTACHMENT NO. 8	CDBG LOAN PROMISSORY NOTE FORM
ATTACHMENT NO. 9	CDBG LOAN DEED OF TRUST FORM
ATTACHMENT NO. 10	CITY AFFORDABLE HOUSING REGULATORY AGREEMENT FORM
ATTACHMENT NO. 11	GRANT DEED

AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") dated, for identification purposes only, as of _____, 2017 (the "Effective Date") is made and entered into by and between the CITY OF ROSEVILLE ("City"), a municipal corporation (the "City"), and MAIN STREET PLAZA, LLC, a California limited liability company (the "Developer"), with reference to the following:

RECITALS

A. WHEREAS, the sole member of Developer is an experienced owner, and developer, of affordable housing for low, very low, and extremely low income households; and

B. WHEREAS, the City, as Housing Successor to the former Redevelopment Agency of the City of Roseville, currently owns that certain real property generally located at 304 Washington Boulevard, in Roseville, California (the "Site"), as more particularly described in the Legal Description of the Site attached hereto this Agreement as **Attachment No. 1** and incorporated herein by this reference. The Site was purchased by the former Roseville Redevelopment Agency with housing funds for the development of affordable housing; and

C. WHEREAS, in 2010, the City issued a request for proposals for the development of the Site and selected a response from USA Properties. This proposal was pursued for some time and ultimately deemed infeasible. There is no current proposal or agreement on the Site; and

D. WHEREAS, on November 1, 2016, the Developer went into contract on the neighboring parcel at 134 Main Street (the "Adjacent Parcel") and proposes to combine the Adjacent Parcel with the Site for development of affordable housing units, commercial space, and associated parking spaces; and

E. WHEREAS, on January 18, 2017, the City and Meta Housing Corporation, which owns and controls Developer, entered into an Exclusive Right to Negotiate Agreement in order to continue further discussions about the Site and the Developer's plan development; and

F. WHEREAS, on February 15, 2017, the parties entered into a Disposition and Development Agreement ("Original Agreement") outlining the terms and conditions related to the City's conveyance of 304 Washington Boulevard and the City's financial commitments to the project; and

G. WHEREAS, the parties desire to amend and restate the Original Agreement in its entirety on the terms and conditions set forth herein; and

H. WHEREAS, the City finds development of the 304 Washington Boulevard parcel in conjunction with the 134 Main Street parcel to be highly beneficial to the Site's development and the overall public benefit; and

I. WHEREAS, this Agreement contains the terms and conditions negotiated and agreed to by the Parties, whereby the City plans to convey to the Developer, and the Developer will accept conveyance of the Site, for development of an approximately 75- unit affordable housing project that includes commercial space and the associated parking spaces, as described in the Scope of Development (the "Project") pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, City and Developer hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

As used in this Agreement (including in the Recitals above), capitalized terms are defined where first used or as set forth in this Section 1.1. Capitalized terms used in an attachment attached hereto and not defined therein shall also have the meanings set forth in this Section 1.1.

"Affordable Housing Regulatory Agreement" has the meaning set forth in Section 10.2.

"Building Permit" means all permits issued by the City of Roseville and required for commencement of construction of the Improvements.

"CDBG Loan" means the predevelopment and permanent loan made by the City to the Developer pursuant to Section 10 from the proceeds of funds made available under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of one hundred and fifty thousand dollars (\$150,000).

"CDBG Note" means the CDBG Note attached hereto as Attachment No. 8.

"CDBG Deed of Trust" means the CDBG Deed of Trust attached hereto as Attachment No. 9.

"Certificate of Completion" has the meaning set forth in Article 11.

"City" means the City of Roseville, California, a municipal corporation.

"City Land Loan" means the loan in the amount of the Purchase Price to be made to the Developer by the City pursuant to Section 10.

"City Land Note" means the City Land Note attached hereto as Attachment No. 4.

"City Land Deed of Trust" means the City Land Deed of Trust attached hereto as Attachment No. 5.

"City Housing Loan" means the loan in the amount of Two Million Dollars (\$2,000,000) to be made to the Developer by the City pursuant to Section 10.

"City Housing Note" means the City Housing Note attached hereto as Attachment No. 6.

"City Housing Deed of Trust" means the City Housing Deed of Trust attached hereto as Attachment No. 7.

"City Manager" means the City Manager for the City of Roseville, California, and his or her designee.

"Construction Lender" means the first trust deed lender that provides construction financing for the Project.

"Construction Loan" means the construction loan for the Project.

"Construction Loan Closing" means the date of recordation of the Loan Documents in the Official Records.

"Consumer Price Index" means United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Subgroup "All Items," for the San Francisco-Oakland-San Jose area, 1982-84 = 100, or successor or equivalent index in case such index is no longer published.

"County" means the County of Placer, California.

"Developer" has the meaning set forth in the opening paragraph of this Agreement.

"Developer Title Policy" has the meaning set forth in Section 7.3.

"Economic Development Director" means the Economic Development Director for the City of Roseville, California.

"Environmental Law" means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the premises, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (iii) California Health and Safety Code Sections 25100 et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (v) California Health and Safety Code Section 25359.7; (vi) California Health and Safety Code Section 25915; (vii) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 et seq.; (viii) California Water Code Section 1300 et seq.; and (ix) California Civil Code Section 3479 et seq., as such laws are amended and the regulations and administrative codes applicable thereto.

"Escrow" means the escrow through which the Construction Loan Closing is conducted and through which the Lender's Title Policy and the Developer's Title Policy are obtained.

"Escrow Holder" means the firm that holds the Escrow.

"Event of Default" has the meaning set forth in Section 14.1.

"Federal Tax Credits" has the meaning set forth in Section 6.1(a).

"Final Project Budget" has the meaning set forth in Section 6.2.

"Final Construction Documents" means plans, drawings and specifications in sufficient detail to support issuance of a Building Permit for the Project.

"Grant Deed" means the grant deed for the conveyance of the Site from the City to Developer, in the form of Attachment No. 11 attached hereto which is incorporated herein.

"Hazardous Materials" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. Hazardous Materials expressly exclude substances typically used in the construction, development, operation and maintenance of an apartment complex provided such substances are used in accordance with all applicable laws.

"Improvements" means the improvements to be made to the Site substantially in accordance with this Agreement, including, without limitation, substantially in accordance with the Scope of Development and the Final Construction Documents.

"Indemnitees" means the City and its officers, employees, representatives, agents, and volunteers.

"Issuance of the Developer Title Policy" has the meaning set forth in Section 7.3.

"Lender's Title Policy" has the meaning set forth in Section 7.4(g).

"Management Agreement" has the meaning set forth in Section 7.4(j).

"MHSA Lender" means the California Housing Finance Agency, through its Local Government Special Needs Housing Program (SNHP), and its successors.

"MHSA Loan" means the construction and permanent loan made by the MHSA Lender to the Developer from the proceeds of funds made available under the Mental Health Services Act Housing Program jointly administered by the California Department of Mental Health and MHSA Lender, which program provides funding for development, acquisition, construction and/or rehabilitation of permanent supportive housing for individuals and their families who have a mental illness and are homeless or at risk of homelessness.

"Note" has the meaning set forth in Section 10.1.

"Notices" has the meaning set forth in Article 15.

"Official Records" means the Official Records of the County.

"Permanent Lender" means the lending institution that makes the Permanent Loan and its successors and assigns.

"Permanent Loan" means the long-term loan made by the Permanent Lender to Developer in order to take out the Construction Loan.

"Project" has the meaning set forth in Recital G above.

"Project Architect" means the lead architect for the Project.

"Project Budget" means the final budget approved by Developer.

"Project Costs" means all costs of any nature incurred in connection with development of the Project.

"Project Documents" means, collectively, this Agreement, and any other agreement, document or instrument that the Developer and City enter into pursuant to this Agreement or in order to effectuate the purposes of this Agreement.

"Project Financing" has the meaning set forth in Section 6.1.

"Schedule of Performance" means the Schedule of Performance attached hereto as Attachment No. 2.

"Scope of Development" means the Scope of Development attached hereto as Attachment No. 3.

"Site" means that certain real property described in Attachment No. 1.

"Site Plan Approval" has the meaning set forth in Section 4.2.

"Syndication" has the meaning set forth in Section 6.1(a).

"Title Company" means First American Title Company or such other title insurance company agreed to by Developer and the City.

1.2 Singular and Plural Terms

Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 Accounting Principles

Any accounting term used and not specifically defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted under this Agreement shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the City.

1.4 References and Other Terms

References herein to Articles, Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The terms "including" and "include" mean "including (include) without limitation".

1.5 Attachments Incorporated

All attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

2. **SUBJECT OF THE AGREEMENT**

2.1 Purpose of the Agreement

The provision of affordable housing is in the interest of the City and the general public. The purpose of this Agreement is to assist in the construction of affordable housing to benefit the community of Roseville. This Agreement and the attachments hereto are intended to effectuate the purpose of providing affordable housing to the residents of the City of Roseville ("City").

2.2 The Project

For purposes of this Agreement, the Project, as more particularly described in the Scope of Development in Attachment No. 3, will consist of the construction of a residential housing project consisting of 75 residential units, one of which shall be a manager's unit and the rest of which shall be rented to qualified lower income persons and families for the longest feasible time but no less than fifty-five (55) years from the date of recordation of the Certificate of Completion. The Project will also include a minimum of 3,000 square feet of commercial space on the ground floor and the associated parking spaces.

2.3 The Site

The Site consists of an approximately one acre parcel more commonly known and referred to as 304 Washington Blvd. The Site is located within the boundaries of the City of Roseville and is owned by the City. The parties hereto acknowledge that Placer Street is a public right of way that bisects the Site and the Adjoining Parcel and that in order to construct the Project, the City will need to relinquish its rights (excluding public utility easements) in and to the strip of land lying between the Site and the Adjacent Parcel commonly known as Placer Street. The City hereby agrees to effectuate the foregoing through a vacation or extinguishment of its rights (excluding public utility easements) prior to the Closing.

2.4 Parties to the Agreement

(a) City. City is the City of Roseville and any successor to its rights, powers and responsibilities. The principal offices of the City are located at 311 Vernon Street, Roseville, CA 95678.

(b) Developer. Developer is Main Street Plaza, LLC, a California limited liability company. The principal offices of the Developer are located at 1640 Sepulveda Blvd, Suite 425, Los Angeles, CA 90025.

3. **SCHEDULE OF PERFORMANCE**

A Schedule of Performance for the Project is attached hereto as Attachment No. 2 and incorporated herein by this reference. Subject to force majeure delays, the Schedule of Performance sets forth the times by which the parties are to perform certain obligations under this Agreement. The Schedule of Performance may be modified from time to time by written agreement of Developer and City.

4. DUE DILIGENCE; LAND USE REQUIREMENT

4.1 Due Diligence Period; Permission to Enter Site

City shall permit Developer and Developer's representatives and agents to enter onto the Site commencing on the Effective Date and continuing for a period of ninety (90) calendar days thereafter ("Due Diligence Period") for the purpose of enabling Developer to examine, inspect, and investigate the physical and environmental condition of the Site, including any foundations, soil, subsurface soils, drainage, seismic, and other geological and topographical matters, location of asbestos, toxic substances, Hazardous Materials, if any, and, at Developer's sole and absolute discretion, to enable Developer to determine whether the Site is acceptable to Developer and suitable for Developer's intended use. Developer and Developer's representatives and agents shall also be entitled to enter onto the Site to conduct additional examinations and investigations at any time after expiration of the Due Diligence Period and through the Closing.

(i) As a condition to Developer's entry onto the Site prior to the Closing, whether before or after the expiration of the Due Diligence Period, Developer shall, without any representation or warranty, provide to City a copy of all reports, studies, and test results prepared by Developer's consultants. Developer shall notify City, in writing, at least twenty-four (24) hours prior to any entry by Developer or Developer's representatives on the Site. City shall have the right, but not the obligation, to accompany the Developer during such investigations. As an additional condition of such entry, Developer shall (i) conduct all work or studies in a diligent, expeditious, and safe manner and not allow any dangerous or hazardous conditions to occur on the Site during or after the investigation, (ii) obtain any required governmental permits and comply with all applicable laws and governmental regulations; (iii) keep the Site free and clear of all materialmen's liens, lis pendens, and other liens or notices arising out of the entry and work performed under this paragraph; (iv) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) for all persons entering the Site in the amounts required by the State of California; and (v) provide to City prior to initial entry a certificate of insurance evidencing that Developer and/or the persons entering the Site have procured and have in effect commercial general liability insurance with a combined single limit of liability not less than two million dollars (\$2,000,000.00). City 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 City thirty (30) calendar days' prior written notice. Developer shall provide the certificate of such insurance with the attached endorsement prior to, and as a condition of, any entry.

Additionally, Developer shall, in a timely manner, repair any and all damage to the Site caused by such inspections or investigations and shall indemnify, defend, and hold harmless Indemnitees from and against any claims, liabilities, and losses arising from the entries of Developer and its representatives and agents on the Site pursuant to this Section 4.1.

Notwithstanding Developer's right to enter the Site after expiration of the Due Diligence Period pursuant to the second sentence in the first paragraph of this Section 4.1, Developer shall notify City in writing on or before the expiration of the Due Diligence Period of Developer's approval or disapproval of the physical and environmental condition of the Site and Developer's investigations with respect thereto. Developer's disapproval shall constitute Developer's election to terminate this Agreement and cancel the Escrow and the parties shall have no further liability hereunder. Developer's failure to deliver notice to City on or before the expiration of the Due Diligence Period shall be conclusively deemed Developer's approval thereof and Developer shall be deemed to have waived its termination/cancellation right set forth in this Section 4.1.

4.2 Developer Obligations

The Developer shall make commercially reasonable efforts to secure, by the time provided in the Schedule of Performance and under applicable laws, regulations and ordinances, the site plan and design review approval (collectively, the "Site Plan Approval").

4.3 Land Use Entitlements

Subject to the terms of Section 4.1 hereof, the City will provide all required assistance and cooperation to the Developer in connection with Developer obtaining all required land use entitlement applications, including but not limited to, General Plan Amendment, Zoning Code Amendment, Conditional Use Permit, California Environmental Quality Act approval, or any and all permits and fees required by the City, County, and other governmental agencies with jurisdiction over the Improvements. All related costs associated with any land use entitlements required under this Agreement shall be at the sole cost of Developer and execution of this Agreement does not constitute the granting of or a commitment to obtain any required land use permits, entitlements, or approvals required by the City.

4.4 Developer Right to Terminate

At any time prior to Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to City if the Developer is unable, by the time provided in the Schedule of Performance, to secure the Site Plan Approval.

5. **DEVELOPMENT OF THE PROPERTY**

5.1 Scope of Development

5.1.1 Developer shall perform the tasks set forth on the Schedule of Performance by the deadlines set forth in the Schedule of Performance, subject to force majeure delays as described in Section 18.11 below.

5.1.2 Without limiting the foregoing, Developer shall complete the Improvements in accordance with the Scope of Development, the Plans and Specifications, and

the Schedule of Performance. Subject to force majeure delays as provided in Section 18.11 below, construction of the Improvements shall commence no later than the date specified therefor in the Schedule of Performance and be diligently prosecuted to completion, and the Developer shall otherwise comply with all deadlines and tasks in the Schedule of Performance.

5.1.3 The Developer shall also comply with any and all applicable federal, state and local laws, rules and regulations, and any applicable mitigation measures adopted pursuant to the California Environmental Quality Act.

5.2 City's Right to Review Plans and Specifications

This Agreement is both a real property purchase and sale document and financing document of the City, and is not a land use or planning document. Approval of the Project under this Agreement by the City is not and shall not be considered an approval of land use entitlements or structural design of the Project, or the aesthetic design of the Project except as an approval by the City of the Project design "concept" as presented in this Agreement. Developer shall comply with all applicable land use, planning and design laws, rules and regulations of each governmental agency acting in proper exercise of their respective jurisdictions, including without limitation, departments, staff, boards and commissions of the City. The City shall have the right, but not the obligation, to review the plans to assure their conformity with the provisions of this Agreement and approvals given under this Agreement, and to assure that any City funds which may be obligated under this Agreement are used as intended by the City. City's right of review includes, without limitation, the right to review architectural and engineering plans and specifications, off-site plans and specifications, and landscaping designs and specifications. City's approval of plans is not an assurance of their adequacy or correctness.

In connection with design of the Improvements, the Developer shall submit basic concept drawings, preliminary plans, landscaping plans, and final plans and specifications to the City for the City's review and approval, which review and approval shall not be unreasonably delayed or withheld, provided, however, that if City has not responded within thirty (30) calendar days after submission to the City, City shall be deemed to have approved the item submitted. Final plans and specifications shall consist of the set of construction documents from which the Improvements will be constructed. The Developer shall construct the Improvements in substantial compliance with the plans and specifications approved by the City. This section shall not apply to the review and approval of concept drawings, preliminary plans, landscaping plans, and final plans and specifications required as part of the City's entitlement and building permit process.

5.3 Approval of Plans

The City shall reasonably approve or disapprove such plans, drawings, and related documents referred to in Section 5.2 in a reasonably timely fashion but in no event, longer than thirty (30) calendar days after the Developer submits such plans, drawings and related documents referred to in Section 5.2. In the event the City fails to approve or disapprove such plans, drawings and related documents within thirty (30) calendar days after submittal by the Developer, the plans, drawings and related documents shall be deemed approved by the City. Any disapproval shall state in writing the reasons for disapproval. The Developer, upon receipt of a notice of disapproval, shall revise such portion of the plans, drawings or related documents in a manner that satisfies the reasons for disapproval and shall resubmit such revised portions to the City as soon as possible after receipt of the notice of

disapproval. The City shall approve or disapprove such revised portions in the same manner as provided in this Agreement for approval or disapproval of plans, drawings, and related documents initially submitted to the City, which approval or disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted. All approvals or disapprovals to be made by the City pursuant to this Article 5 may be made by the Economic Development Director of the City or the Economic Development Director's designated staff members. Notwithstanding the above, City approval hereunder shall only pertain to the approval of the design and concept. All final building permit and public safety approvals shall be approved by the applicable building and safety departments of the City. This section shall not apply to the review and approval of plans, drawings, and related documents required as part of the City's entitlement and building permit process.

5.4 Changes in Construction Drawings

If the Developer desires to make any changes in the construction drawings and related documents after their approval by the City, the Developer shall submit the proposed changes to the Economic Development Director for his/her reasonable approval. The City shall approve or disapprove such changes in the same manner as provided in Section 5.3 for approval or disapproval of plans, drawings, and related documents initially submitted to the City, which approval or disapproval shall be provided within a reasonable time taking into consideration the scope and detail of the plans, drawings and documents submitted, provided, however, that if the Economic Development Director has not responded within thirty (30) calendar days after submission to the Economic Development Director, the Economic Development Director shall be deemed to have approved the item submitted. The Developer shall revise any disapproved portions and resubmit them to the Economic Development Director as provided in Section 5.3. This section shall not apply to the review and approval of construction drawings and related documents required as part of the City's entitlement and building permit process.

5.5 Construction Contract

Consistent with the date(s) set forth in the Schedule of Performance, the Developer shall provide to the City a copy of the fully executed construction contract or contracts as may be applicable (the "Construction Contract(s)"), which Construction Contract(s) shall obligate a reputable and financially responsible general contractor (the "General Contractor"), licensed in California and experienced in completing the type of improvements contemplated by this Agreement, to commence and complete the construction of the Improvements in accordance with this Agreement, and all applicable laws. Such Construction Contract(s) shall set forth a stipulated sum based on the City-approved plans and specifications. The City shall also have the right to confirm that the Construction Contract(s) will conform to the Project Budget.

5.6 Local, State and Federal Laws

The Developer shall carry out the construction of the Improvements in conformity with all applicable laws, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards. Developer agrees to indemnify, defend and hold Indemnitees harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of Developer or its contractor(s) or agents to comply with such laws, rules or regulations, including but not limited to, the failure to pay prevailing wages if required by law.

5.7 Nondiscrimination During Construction

The Developer, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the construction of the Improvements. The Developer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to the categories stated in this section. Such affirmative 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Additionally, Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to the categories stated in this section.

5.8 Entitlements

The City will provide its assistance and cooperation to the Developer in connection with any entitlement applications for the Project.

5.9 Defects in Plans

The City shall not be responsible either to the Developer or to third parties in any way for any defects in the design review set forth herein, nor for any structural or other defects in any work done according to the approved designs, construction drawings, or plans set for which City approval is required under this Agreement, nor for any delays reasonably caused by the review and approval process established by this Section 5. Developer agrees to indemnify, defend and hold Indemnitees harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any defects in any work done according to the approved designs, construction drawings, or plan sets, or from delays caused by the review and approval process.

5.10 Marketing Plan

Prior to the conveyance of the Site and the closing of the Construction Loan, Developer shall submit a marketing plan to the City for its approval. The Marketing Plan shall include, but not be limited to, Developer's marketing plan describing in reasonable detail the following: (i) how the affordable units shall be marketed and advertised to City residents, business owners, and the public and (ii) how the waiting list will be compiled and formed, if applicable. The Marketing Plan shall include reasonable measures for marketing to existing City residents, relatives of residents, business owners within the City, and individuals employed within the jurisdictional boundaries of the City of Roseville. Additional outreach may be required by City based on special needs populations and other population demographics aimed to be served by the Project.

5.11 Performance and Payment Bonds

As a condition precedent to beginning construction of the Project, the Developer shall provide the City with a performance bond obtained by Developer or contractor in favor of the Developer as a named obligee, and a payment bond securing payment of all labor and material suppliers and subcontractors for the work as stated in the construction contract for the Project. The bonds shall be written with a surety admitted in the State of California. The bonds shall be in an amount equal to the project budget, subject to project cost increases, and in a form approved by the Roseville City Attorney.

5.12 Public Safety Protections

Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Site or Developer's activities in connection with the Site, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

5.13 City Access to the Site

Developer shall, with twenty-four (24) hours prior notice, permit City representatives access, without charge, to the entire Site at any time and for any purpose which City reasonably considers necessary to carry out its obligations and protect its interests under this Agreement. Purposes for City entry may include, without limitation, inspection of all work being performed in connection with the construction of the Project.

5.14 Project Sign

If Developer places a sign on the Site during construction stating the names of the Project participants, it shall also name "the City of Roseville" as a participant in the Project. The City name on the sign shall be in letters not less than the size of letters used to name any of the other participants.

5.15 Notification of General Contractors, Architects and Engineers

Developer shall assure notification of the Project contractors, architects and engineers for the Project of the requirements of this Agreement. Where applicable, Developer shall include the provisions of this Agreement in construction contracts, subcontracts, materials and supplies contracts and services and consulting contracts for the Project, and Developer shall undertake the enforcement of such provisions.

5.16 Prevailing Wages

Developer shall comply with all applicable prevailing wage laws with regard to any improvements to the Site and shall indemnify City for violations of applicable prevailing wage laws.

5.17 DIR Registration

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

5.18 Relocation

If and to the extent acquisition or disposition of the Site or the Adjacent Parcel or any aspect of development or operation of the Project results in the permanent or temporary displacement of any occupants of the Site or Adjacent Parcel, the following shall apply: (a) Developer shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits (collectively referred to as the "Relocation Laws"); and (b) Developer shall be solely responsible for payment of any relocation benefits (if any) to any displaced persons and any other obligations (if any) associated with complying with the Relocation Laws. Developer also hereby agrees to indemnify, defend and hold the Indemnitees harmless from any and against any and all claims and liabilities arising directly or indirectly as a result of or in connection with the breach of Developer's obligations set forth in this Section 5.18.

6. FINANCING FOR THE PROJECT

6.1 Financing Plan

It is contemplated that Developer will finance the Project through a combination of:

(a) Developer equity, consisting of equity raised by the syndication of limited partnership interests in the Developer to reputable investors (the "Syndication") wishing to acquire federal low-income housing tax credits obtained pursuant to 26 U.S.C. § 42 (the "Federal Tax Credits");

(b) the Construction Loan and, following repayment of the Construction Loan, the Permanent Loan; and

(c) the MHSA Loan; and

(d) the City Land Loan; and

(e) the CDBG Loan; and

(f) the City Housing Loan.

(collectively, the "Project Financing").

6.2 Final Project Budget

Prior to the Construction Loan Closing, the Developer and the third-party lenders and/or investors providing the Project Financing shall agree on the final Project Budget (the "Final Project Budget").

6.3 Financing Commitments

The Developer shall use commercially reasonable efforts to obtain financing for the Project, including, without limitation, (a) a commitment for the MHSA Loan, (b) a commitment for the CDBG Loan, (c) a commitment for the Construction Loan, (d) a commitment for the Permanent Loan, (e) a reservation for the Federal Tax Credits, (f) Section 8 Project Based Vouchers for the Project (the "Project Based Vouchers"), (g) rental assistance through the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program for the Project, and (h) a commitment for the City Housing Loan (collectively, the "Project Financing"). The City agrees to allow the Developer six (6) successive rounds to apply for nine percent (9%) Federal Tax Credits from the California Tax Credit Allocation Committee ("TCAC"). In the event that Developer has not received an allocation of Federal Tax Credits after six (6) successive rounds of TCAC applications, the City will allow the Developer to pursue a bond allocation from the California Debt Limit Allocation Committee ("CDLAC").

6.4 Developer Right to Terminate

At any time prior to the Construction Loan Closing, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to City if the Developer has been unable to obtain all or any portion of the Project Financing after the final round for the award of Federal Tax Credits in calendar year 2019.

7. CONVEYANCE OF PROPERTY

7.1 Purchase and Sale of Site

The City agrees to sell and convey to the Developer, and the Developer agrees to purchase and acquire from City, not later than the Construction Loan Closing, the Site for a purchase price equal Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (the "Purchase Price"). .

7.2 Escrow

Within three (3) calendar days of the opening of the Construction Loan Escrow, the parties to this Agreement shall deposit this Agreement into Escrow for the purpose of conveying the Site from the City to Developer.

7.2.1 Costs of Escrow

The Developer shall pay the premiums for the Lender's Title Policy, the Developer's Owner Title Policy. The City shall pay documentary transfer tax, if any, due with respect to the conveyance of the Site. Developer agrees to pay all fees, charges, and costs which arise from Escrow.

7.2.2 Escrow Instructions

This Agreement constitutes the joint escrow instructions of Developer and City, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts reasonably necessary to close Escrow in the shortest possible time. All funds received in the Escrow shall be deposited with other escrow funds and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

If in the opinion of either party it is necessary or convenient in order to accomplish the Closing, such party may require that the parties sign supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Closing shall take place when both the City's Conditions to Conveyance of the Site and the Developer's Conditions to Acquire the Site as set forth under Section 7.4 and 7.5 have been satisfied and when all of Developer's and the Construction Loan conditions precedent to closing the Construction Loan have been satisfied.

7.2.3 Closing

This transaction shall close within thirty (30) calendar days of the parties satisfaction of all of City's and Developer's conditions precedent as set forth in Sections 7.4 and 7.5 hereof, but in no event later than December 31, 2018 (the "Outside Date"). The Closing shall occur at a location within the County of Placer at a time and place reasonably agreed on by the Parties.

The "Closing" shall mean the time and day the Construction Loan documents are recorded in the Official Records.

7.3 Title Insurance

Subject to the terms and conditions of this Agreement, the City, concurrently with the Construction Loan Closing, will cause the Title Company to issue to the Developer an ALTA owner's form policy of title insurance (the "Developer Title Policy"), with liability in the amount of the total of the equity raised from the Syndication plus the principal amounts of the Permanent Loan, the City Land Loan, the City Housing Loan, the CDBG Loan, and the MHSA Loan showing fee title to the Site vested in Developer, subject only to such liens and other exceptions as may be approved by Developer ("Issuance of the Developer Title Policy").

Subject to the terms and conditions of this Agreement, Developer, concurrently with the Construction Loan Closing, will cause the Title Company to issue to City an ALTA lender's coverage policy of title insurance to the City, with liability in the amount of the City Land Loan, the City Housing Loan, and the CDBG Loan.

7.4 City's Conditions to Conveyance of the Site

The City's obligation to convey the Site to Developer shall be subject to satisfaction of the following conditions precedent:

(a) Site Plan Approval; Other Approvals

The Developer has secured and possesses the following approvals from the City: (1) Site Plan Approval, (2) approvals required pursuant to Sections 5.2 and 5.3, and (3) Marketing Plan approval pursuant to Section 5.10.

(b) Final Project Budget

The City has approved Developer's Final Project Budget and Developer's binding commitments for the Project Financing.

(c) Final Construction Documents

The City has received a full set of the Final Construction Documents for the construction of the Improvements.

(d) Organizational Documents

The City has received a copy of such portions of the organizational documents (e.g., partnership agreement, limited liability company operating agreement) of the Developer or the Developer's successor-in-interest as the City deems reasonably necessary to document the power and authority of the organization to perform its obligations under this Agreement. The Developer has also made full disclosure to the City of the names and addresses of all persons and entities that have a beneficial interest in the Developer, excluding, if the Developer is a limited partnership, the limited partners in the Developer.

(e) Building Permit

The Building Permit for the Improvements has been issued or is ready to be issued upon only payment of a sum certain.

(f) Work to Commence

The City shall be reasonably satisfied that the work of the Improvements will commence not later than thirty (30) calendar days after the Issuance of the Developer Title Policy and will thereafter be completed in a diligent manner.

(g) Title Insurance

The Title Company is prepared to issue its ALTA lender's coverage policy of title insurance to the City, with liability in the amount of the City Land Loan, the City Housing Loan, and the CDBG Loan (the "Lender's Title Policy").

(h) Assignment of Plans and Architect's Contract

The Developer shall conditionally assign to City the Final Construction Documents for the Improvements, which assignment shall be expressly subordinate to any concurrent or subsequent assignment by the Developer to the Construction Lender and/or the MHSA Lender.

(i) Management Plan

The City has received from the Developer a comprehensive management plan for the Project, including a fair housing component.

(j) Management Agreement

The City has received a form of agreement between the Developer and a reputable and experienced property manager for management of the Project (the "Management Agreement"), which Management Agreement shall be consistent with this Agreement and the Affordable Housing Regulatory Agreement. The City hereby approves of the use of John Stewart Company as a reputable and experienced property manager for initial management of the Project. Developer and City agree that any property management fee paid pursuant to the Management Agreement shall not exceed six percent (6%) of the Project's "effective gross income".

(k) Documents Executed

Developer shall have duly executed the Notes, Deeds of Trust, and Affordable Housing Regulatory Agreement, and any other documents required hereunder with signatures acknowledged (as applicable) and deposited them into Escrow.

(l) Representations and Warranties

The representations of the Developer contained in this Agreement shall be correct in all material respects as of the Issuance of the Developer Title Policy.

(m) No Default

No Event of Default by the Developer shall then exist, and no event shall then exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default by the Developer.

7.5 Developer's Conditions to Acquire the Site

Developer's obligation to acquire the Site from City shall be subject to satisfaction of the following conditions precedent or Developer's written waiver of such conditions precedent in its sole and absolute discretion:

(a) Developer's Approval or Disapproval of Physical and Environmental Condition of Site During Due Diligence Period.

Developer shall have approved the physical and environmental condition of the Site during the Due Diligence Period or be deemed to have so approved the physical and environmental condition of the Site, in accordance with Section 4.1.

(b) Land Use Entitlements.

Developer shall have approved or be deemed to have so approved the Land Use Entitlements for the Project, in accordance with Section 4.3.

(c) Building Permit.

Developer's receipt of a building permit from the City for the Project.

(d) Project Budget.

The City, Developer, Construction Lender, and Investor shall have approved the Project Budget.

(e) Financing.

The Developer shall have obtained commitments for the Project Financing in the form acceptable to the Developer in its sole discretion, and City shall have approved, in the exercise of its reasonable discretion, the financing for the Improvements as follows:

(i) Construction Loan. True and complete copies of the Construction Loan documents evidencing the obligation of an Institutional Lender, subject only to reasonable and customary conditions, to make the Construction Loan to Developer.

(ii) Tax Credit Financing. Documentary evidence reasonably acceptable to the City that Developer has committed, or caused to be committed, an equity investment in the Federal Tax Credits, which commitment may be subject only to reasonable and customary conditions.

(iii) Take-Out Loan Commitment. A commitment from an Institutional Lender (including, without limitation, the Construction Lender), subject only to reasonable and customary conditions, pursuant to which said lender agrees to make a permanent loan to Developer (or to convert the Construction Loan to its permanent phase), with a term of not less than fifteen (15) years, in sum sufficient, when added to any equity investment made in connection with the Federal Tax Credits to be disbursed for such purpose, to take-out (or convert) any existing short-term financing.

(f) Condition of Title.

Developer shall have approved of the condition of title to the Site. With respect thereto, City shall, within thirty (30) calendar days after the Effective Date, cause the Title Company to provide to Developer a Preliminary Title Report, with copies of all exceptions noted therein (the "Report"). Developer also intends to obtain a survey for the Site. Developer shall have thirty (30) calendar days after receipt of the Report to notify City of Developer's approval or disapproval of any of the exceptions in the Report. If Developer objects to any exception or exceptions in the Report or anything shown on the Survey, City shall notify Developer within ten (10) calendar days after City's receipt of Developer's disapproval notice whether or not City will cause such exception(s) to be removed by the Site Closing. If City does not timely agree to cause any such exception to be removed, City shall be deemed to have declined to cause such disapproved exception(s) to be removed. If City does not timely agree or is deemed to not have agreed to cause such disapproved exception(s) to be removed, Developer shall, within ten (10) calendar days after receipt of City's notice or within ten (10) calendar days after the deadline for City's delivery of such notice, whichever first occurs, elect either to waive the exception or terminate this Agreement by written notice to City. If Developer fails to timely deliver written notice to City waiving an exception that it has previously disapproved, Developer shall be conclusively deemed to not have waived such exception and/or objection and this Agreement shall be terminated. From and after the Effective Date and continuing until the earlier of (i) the Close of the Site Escrow; and (ii) termination of this Agreement, the City shall not further encumber the Site with additional exceptions to title or matters which would be shown on a Survey without Developer's prior written consent. The condition of title approved by Developer or deemed to be approved by Developer as provided herein is referred to as the "Approved Title Condition."

(g) Title Insurance

The Title Company shall be prepared to issue its ALTA owner's form policy of title insurance, with liability in the amount of the total of the equity raised from the sale of the Federal Tax Credits plus the principal amount of the Take-Out Loan, showing fee title to the Site and title to the improvements located thereon vested in Developer in the Approved Title Condition, subject only to the liens of the Project Financing, and such other exceptions as Developer previously approved (the "Developer Title Policy").

(h) No Default

No Event of Default by City shall then exist, and no event shall then exist which, with only the giving of notice or the passage of time or both, would constitute an Event of Default by City.

(i) Documents Executed

City shall have duly executed the Grant Deed, and any other documents required hereunder with signatures acknowledged (as applicable) and deposited them into Escrow.

(j) Adjacent Parcel

Developer shall have acquired, or shall acquire concurrently with the acquisition of the Site, fee title to the Adjacent Parcel.

7.6 Developer Right to Terminate

At any time prior to the conveyance of the Site, the Developer may terminate this Agreement by giving thirty (30) calendar days' notice to the City if it has been unable, within fifteen (15) calendar days from the time provided in the Schedule of Performance, to satisfy any of the conditions set forth in Section 7.4.

7.7 City Right to Terminate

At any time prior to the Issuance of the Developer Title Policy, the City, if it is not then in material default under this Agreement, may terminate this Agreement by giving thirty (30) calendar days, notice to the Developer if, within thirty (30) calendar days from the time provided in the Schedule of Performance (as such time may be extended by the mutual agreement of the parties), the Developer has failed to satisfy any of the conditions set forth in Section 7.5. That notwithstanding, if the Developer, during said thirty (30) calendar day notice period, satisfies said conditions, then the City notice of termination shall be deemed nullified thereby.

7.8 Waiver of Conditions

The conditions set forth in Section 7.4 are for City's benefit only and the City may waive all or any part of such rights by notice to Developer and the Escrow Holder.

8. AFFORDABILITY COVENANTS

In accordance with the Affordable Housing Regulatory Agreement, one hundred percent (100%) of the dwelling units in the Project shall be rented to tenants whose incomes do not exceed sixty percent (60%) of area median income at rents affordable to such tenants for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The Project will also include a significant number of units designated for tenants whose incomes do not exceed thirty-five percent (35%) and fifty percent (50%) of area median income. One (1) unit in the Project may be a manager's unit; provided, however, if not so used, it shall be rented to a tenant whose income does not exceed sixty percent (60%) of area median at rents affordable to such tenant. As of the date of execution of this DDA, Developer is anticipating that there will be (i) eight (8) units designated for tenants whose incomes do not exceed thirty percent (30%) of area median income, (ii) thirty-three (33) units designated for tenants whose incomes do not exceed thirty-five percent (35%) of area median income, (iii) eight (8) units designated for tenants whose incomes do not exceed fifty percent (50%) of area median income, and (iv) twenty-five (25) units designated for tenants

whose incomes do not exceed sixty percent (60%) of area median income. Notwithstanding the foregoing, the Economic Development Director shall have the authority to approve the final affordability restrictions on behalf of City.

The dwelling units shall be rented at affordable rent as defined by California Health and Safety Code Section 50053 and adjusted for each applicable income level and for family size appropriate for the unit. If the Project qualifies for Federal Tax Credits, then those rules for affordable rent rates shall apply in lieu of the requirements of the preceding sentence. For purposes hereof, "Area Median Income" shall mean the area median income for the Sacramento Metropolitan Statistical Area as published by the U.S. Department of Housing and Urban Development (HUD).

9. PHYSICAL CONDITION OF PROPERTY

9.1 Hazardous Materials Remediation

If, prior to the Construction Loan Closing, Developer discovers Hazardous Materials, then Developer, subject to the condition set forth below, shall have the right, prior to the Construction Loan Closing and provided that Developer is not then in material default under this Agreement (subject to the notice and cure provisions of Section 14.1), to terminate this Agreement by thirty (30) calendar days' written notice to City. Developer's right to terminate this Agreement shall be subject to the condition precedent that Developer first have submitted to City any and all information then available to Developer as to the nature and scope of the Hazardous Materials discovered and as to the cost estimated to remediate them, if any such cost estimate exists. Notwithstanding the foregoing, the City acknowledges and agrees that neither this Section 9.1, nor any other term, provision or condition of this Agreement obligates the Developer, as between it and City to remediate, or to incur any cost to remediate, any Hazardous Materials existing on, at, under or about the Site prior to the Construction Loan Closing, regardless of when such Hazardous Materials are discovered.

9.2 Hazardous Materials Indemnity

To the fullest extent permitted by law, Developer shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) the Indemnitees from and against any and all losses, costs, claims, expenses, damages (including, without limitation, foreseeable or unforeseeable consequential damages) and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of the use, handling, production, transaction, disposal, presence, release or storage of any Hazardous Materials in, under or on the Site or the Project, except to the extent caused by the Indemnitees' gross negligence or willful misconduct or to the extent the Hazardous Materials first arose on at or under the Site prior to the Construction Loan Closing. This indemnity shall survive termination of this Agreement and issuance of the Certificate of Completion.

10. CITY FINANCING

10.1 City Land Loan

Subject to the terms and conditions of this Agreement, the City agrees to make a loan to the Developer in the principal amount of the Purchase Price (the "City Land Loan"), which shall be evidenced by a promissory note substantially in the form attached hereto as Attachment No. 4 (the "City Land Note") bearing interest at a simple interest rate of three percent (3%) per annum. Repayment of the City Land Loan including all principal and accrued interest shall be made in annual payments from 8% of the Residual Cash Flow (as defined below) to the extent Residual Cash Flow is available commencing in the first year after issuance of the Certificate of Completion for the Project. The City Land Loan and any interest thereon, if applicable, shall be due in full fifty-five (55) years from the date of recordation of the Certificate of Completion (as hereinafter defined) (the "Maturity Date"). The City Land Note shall be secured by a deed of trust substantially in the form attached hereto as Attachment No. 5 (the "City Land Deed of Trust") encumbering the Developer's fee estate in the Site, which City Land Deed of Trust shall be junior and subordinate in all regards to the deeds of trust securing the Construction Loan (and, following repayment of the Construction Loan, the Permanent Loan), and the MHSA Loan but senior to the deed of trust securing the CDBG Loan and City Housing Loan. Notwithstanding anything to the contrary contained herein, the City Land Loan shall be a nonrecourse obligation of the Developer. For purposes hereof, the following terms shall have the designated meanings:

(a) "Residual Cash Flow" means, for each calendar year commencing upon the funding of the Permanent Loan, Revenues less the sum of: (i) Operating Expenses, (ii) Debt Service, (iii) deposits made to any reserves established by or for the benefit of the Developer, (iv) deferred developer fees paid by the Developer, (v) partnership management and asset management fees in an aggregate amount of \$25,000 increasing 3% annually, (v) any tax credit adjuster payments, and (vi) an annual audit fee, in an amount not to exceed an aggregate amount for each calendar year that is within custom and standard of certified public accountants practicing in Placer County, California, who prepare annual audits for comparable properties; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

(b) "Permanent Loan" means the long-term permanent loan for the Project.

(c) "Revenues" means all rental revenues of the Project in a calendar year, including without limitation, rental income and Section 8 housing assistance payments, if any.

(d) "Operating Expenses" actual, reasonable and customary (for comparable quality, newly constructed rental housing developments in Placer County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Project in a calendar year, including, without limitation: Ground Lease rent, painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the capital replacement reserve, fees and expenses of property management and common area expenses, fees and expenses of accountants, attorneys and other professionals, the cost of social services, repayment of any completion or operating loans made to the Developer, its successors or assigns, and other actual operating costs and capital

costs which are incurred and paid by the Developer, but which are not paid from reserve accounts.

(e) "Debt Service" means payments made in a calendar year pursuant to the financing obtained for the acquisition, construction, operation or ownership of the Project, but excluding payments made pursuant to the Notes.

10.2 City Housing Loan

Subject to the terms and conditions of this Agreement, in addition to the City Housing Loan, the City agrees to make a loan to the Developer in the principal amount of at least Two Million Dollars (\$2,000,000) (the "City Housing Loan"), which shall be evidenced by a promissory note substantially in the form attached hereto as Attachment No. 6 (the "City Housing Note") bearing interest at a simple interest rate of three percent (3%) per annum. No payments shall be due with respect to the City Housing Loan unless and until the City Land Loan has been repaid in full. Repayment of the City Housing Loan including all principal and accrued interest shall commence upon repayment in full of the City Land Loan and be made in annual payments from 8% of the Residual Cash Flow to the extent Residual Cash Flow is available. The City Housing Loan and any interest thereon, if applicable, shall be due in full fifty-five (55) years from the date of recordation of the Certificate of Completion. The City Housing Note shall be secured by a deed of trust substantially in the form attached hereto as Attachment No. 7 (the "City Housing Deed of Trust") encumbering the Developer's fee estate in the Site, which City Housing Deed of Trust shall be junior and subordinate in all regards to the deeds of trust securing the City Land Loan, Construction Loan (and, following repayment of the Construction Loan, the Permanent Loan), and the MHSA Loan but senior to the deed of trust securing the CDBG Loan. Notwithstanding anything to the contrary contained herein, the City Housing Loan shall be a nonrecourse obligation of the Developer.

10.3 CDBG Loan

Subject to the terms and conditions of this Agreement, in addition to the City Housing Loan and the City Land Loan, the City agrees to make a loan to the Developer in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "CDBG Loan"), which shall be evidenced by a promissory note substantially in the form attached hereto as Attachment No. 8 (the "CDBG Note" and together with the City Land Note and the City Housing Note, the "Notes") bearing interest at a simple interest rate of three percent (3%) per annum. The CDBG Loan and any interest thereon, if applicable, shall be due in full fifty-five (55) years from the date of recordation of the Certificate of Completion. The CDBG Note shall be secured by a deed of trust substantially in the form attached hereto as Attachment No. 9 (the "CDBG Deed of Trust" and together with the City Land Deed of Trust and City Housing Deed of Trust, the "Deeds of Trust") encumbering the Developer's fee estate in the Site, which CDBG Deed of Trust shall be junior and subordinate in all regards to the deeds of trust securing the City Land Loan, City Housing Loan, Construction Loan (and, following repayment of the Construction Loan, the Permanent Loan), and the MHSA Loan. Notwithstanding anything to the contrary contained herein, the CDBG Loan shall be a nonrecourse obligation of the Developer. Prior to maturity of the CDBG Loan, no payments shall be due with respect to the CDBG Loan unless and until the City Land Loan and City Housing Loan have been repaid in full. Upon repayment of the City Land Loan and City Housing Loan in full, Developer shall make payments on the CDBG Loan from 8% of the Residual Cash Flow.

10.4 General Terms and Conditions.

Notwithstanding anything to the contrary contained in this Section 10, in the event the Developer obtains additional residual receipt financing for the Project approved by the City, the City's percentage of Residual Cash Flow on the City Land Loan, City Housing Loan, or the CDBG Loan shall be adjusted to be a fraction in which the principal amount of the financing pursuant to the applicable Note is the numerator and the sum of applicable Note plus all other residual receipts Project Financing is the denominator, multiplied by fifty percent (50%).

The Developer shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Notes or the performance of the covenants of the Developer under the Deeds of Trust. The sole recourse of the City with respect to the principal of, or interest on, the Notes and defaults by the Developer in the performance of its covenants under the Deeds of Trust shall be to the Site described in the Deeds of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Notes of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Notes as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Notes and the performance of the Developer's obligations under the Deeds of Trust, except as hereafter set forth. Nothing contained herein is intended to relieve the Developer of its obligation to indemnify for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Site that are payable or applicable prior to any foreclosure under the Deeds of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the Deeds of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Site.

The City shall subordinate the Deeds of Trust to the lien of certain deeds of trust securing the Project Financing provided the subordination documents provide the City with reasonably adequate notice and cure rights to enable the City to avoid foreclosure of the deeds of trust securing the Project Financing.

10.5 Affordable Housing Regulatory Agreement

Concurrently with execution and delivery of the Note, and prior to and as a condition precedent to funding any remaining portion of the City Housing Loan, the Developer shall also execute and deliver an "Affordable Housing Regulatory Agreement" setting out the Developer's obligations to develop and use the Site for affordable housing purposes, as provided under Article 8. The Affordable Housing Regulatory Agreement shall be in substantially the form attached hereto as Attachment No. 10 and incorporated herein by reference. The Affordable Housing Regulatory Agreement shall be recorded against the Site. The City agrees that the Affordable Housing Regulatory Agreement on the Site and any restrictions set forth in this Agreement shall be subordinate to any regulatory, deed of trust, or other covenants and restrictions relating to the Project Financing, in an amount reasonably approved by the City Manager, provided that such subordination conforms to the circumstances authorized by California Health and Safety Code Section 33334.14(a). Notwithstanding anything to the contrary contained herein, if the City does not agree to subordinate its Deeds of Trust and

Affordable Housing Regulatory Agreement to the liens of Developer's Project Financing, Developer may terminate this Agreement.

11. CERTIFICATE OF COMPLETION

Promptly after completion of all construction and development of the Improvements in substantial conformity with the Final Construction Documents and the Scope of Development, and subject to the approval of the Roseville City Council, the City shall furnish Developer with a final Certificate of Completion. Such final Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction and development required by this Agreement upon the Site. The Certificate of Completion shall be in such form as to permit it to be recorded in the Official Records of the County. If the City refuses or fails to furnish the applicable Certificate of Completion upon request therefor, the City shall, within fifteen (15) calendar days after such failure, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain the Certificate of Completion. If the reason for such refusal is confined to either (a) the immediate unavailability of specific items or materials for landscaping or (b) the need only to complete "punch list" items, the City will issue the Certificate of Completion upon the posting of a bond by Developer with the City in an amount representing the fair value of the work not yet completed. If City the fails to provide such written statement within said fifteen (15) day period, the Developer shall be deemed entitled to the Certificate of Completion.

12. INTENTIONALLY DELETED

13. INDEMNIFICATION AND INSURANCE

13.1 Nonliability of City

Developer acknowledges and agrees that:

(a) City neither undertakes nor assumes any responsibility to review, inspect, supervise, approve (other than for aesthetics) or inform Developer of any matter in connection with the Project, including matters relating to: (i) the Final Construction Drawings, (ii) architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them, or (iii) the progress of the Project and its conformity with the Final Construction Drawings; and Developer shall rely entirely on its own judgment with respect to such matters and acknowledge that any review, inspection, supervision, approval or information supplied to Developer by City in connection with such matters is solely for the protection of City and that neither Developer nor any third party is entitled to rely on it;

(b) Notwithstanding any other provision of this Agreement: (i) City is not a partner, joint venturer, developer, alter-ego, manager, controlling person or other business associate or participant of any kind of Developer and City does not intend to ever assume any such status; (ii) City shall not be deemed responsible for or a participant in any acts, omissions or decisions of Developer;

(c) City shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, any portion of the Site whether arising from: (i) any defect in any building, grading, landscaping or other on-site or off-site improvement; (ii) any act or omission of Developer or any of Developer's agents, employees, contractors, licensees or invitees; or (iii) any accident on any portion of the Site or any fire or other casualty or hazard thereon not caused by the Indemnitees; and

(d) By accepting or approving anything required to be performed or given to under this Agreement, including any certificate, financial statement, survey, appraisal or insurance policy, City shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by City to anyone.

13.2 Indemnity

Developer shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to City) the Indemnitees from and against any and all losses, costs, claims, expenses, damages (including, without limitation, foreseeable or unforeseeable consequential damages) and liabilities (including, without limitation, reasonable attorneys' fees and court costs) directly or indirectly arising from, related to, or as the result of (a) the death of any person, (b) damage, injury or loss to any person, (c) damage or injury to any property occurring or resulting directly or indirectly from the use, occupancy or development of the Site pursuant to this Agreement, (d) claims, expenses, reasonable attorney's fees, judgments associated with or arising out of the relocation of tenants, (e) the activities of Developer or its officers, directors, employees, agents, servants or contractors, or (f) the failure to pay prevailing wages if required by law, or from any other cause, except to the extent caused by the Indemnitees' gross negligence or willful misconduct. This indemnity shall survive termination of this Agreement and issuance of the Certificate of Completion.

13.3 Insurance

With regard to this Agreement, the Developer shall obtain and maintain, and require the contractor and subcontractors for the Project to obtain and maintain such insurance as will protect them, respectively, from the following claims which may result from the operations of the Developer, contractor, subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation benefit acts; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; (d) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Developer, or (2) by any other person; claims for damages, other than to the construction itself, because of injury to or destruction of tangible property, including resulting loss of use; (e) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and (f) claims for contractual liability arising from the Developer's obligations under this Agreement.

Developer shall assure that the insurance required by this Section shall be written with a deductible of not more than One Hundred Thousand Dollars (\$100,000) or an amount approved by City, and for limits of liability which shall not be less than the following.

13.3.1 Workers' Compensation. Workers' compensation coverage shall be written for the statutory limits as required by Article 1 (commencing with Section 3700) of Chapter 4 of Part 1 of Division 4 of the California Labor Code (as it may, from time to time, be amended) and having an employer's liability of not less than \$1,000,000 per occurrence. The workers' compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

13.3.2 Comprehensive General Liability. Commercial general liability coverage shall include premises-operations, independent contractor's protective, products and completed operations (for four years), broad form property damage, and contractual liability coverage with employment exclusion deleted (or such other substantially similar coverage as may be approved by Agency Counsel). Such insurance shall have limits of liability which are not less than \$2,000,000, each occurrence, for bodily injury coverage, and for products and completed operations coverage, and aggregate of \$4,000,000; and \$2,000,000 each occurrence for property damage coverage, and aggregate of \$4,000,000. The general liability policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

13.3.3 Comprehensive Automobile Liability. Comprehensive automobile liability coverage for any vehicle used for, or in connection with, the Project (owned, nonowned, hired, leased) having limits of liability which are not less than \$1,000,000 combined single limits per accident.

13.3.4 Fire, Hazard and Extended Coverage Insurance. For the duration of this Agreement, Developer shall obtain and maintain fire and hazard insurance to the full insurable value of the Site with endorsements of extended coverage, vandalism, and malicious mischief, and with such other endorsements and in such amounts as the City may reasonably require to protect the Project. In the event of damage to the Project and subject to the requirements of any lender, Developer shall use the proceeds of such insurance to reconstruct the Project.

13.3.5 Approval of Insurer. Each policy of insurance required under this Agreement shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of AVII, or such other equivalent rating, as may reasonably be approved by City's Risk Manager. Each policy shall contain the following provisions stated below.

13.3.6 Additional Insured. During the term of construction, City and its officers, agents, employees, and volunteers shall be additional insured on all insurance policies, except the fire and hazard insurance and the worker's compensation policy, unless otherwise approved by City's Risk Manager in writing. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations.

13.3.7 Cancellation. Each policy shall bear an endorsement precluding cancellation or termination of the policy or reduction in coverage unless the City has been given written notice of such intended action at least thirty (30) calendar days prior to its effective date.

13.3.8 Failure to Maintain. If Developer fails to obtain or maintain, or cause to be obtained and maintained, any insurance required by this Agreement, the City shall have the right to purchase the insurance on Developer's behalf, and Developer shall promptly reimburse the full cost of such insurance to the City. If Developer fails to reimburse the City for insurance, the amount of unpaid reimbursement shall bear interest, at the maximum rate permissible under the law, until paid.

13.3.9 Blanket Coverage. Developer's obligation to carry insurance as required under this section may be satisfied by coverage under a "blanket" policy or policies of insurance (as the term is customarily used in the insurance industry); provided, however, that the City shall nevertheless be named as an additional insured under such blanket policy or policies to the extent required by this section, the coverage afforded the City will not be reduced or diminished thereby, and all of the other requirements of this section with respect to such insurance shall otherwise be satisfied by such blanket policy.

13.4 Reimbursement of City

Developer shall, within fifteen (15) calendar days after written demand, reimburse City for all costs reasonably incurred by City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants) in connection with City enforcement of the Project Documents and all related matters, including, without limitation, the following: (a) City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document; and (b) all claims, demands, causes of action, liabilities, losses, and other costs against which City is indemnified under the Project Documents. Such reimbursement obligations shall bear interest from the date occurring fifteen (15) calendar days after City makes written demand to Developer at the rate of ten percent (10%) per annum. Such reimbursement obligations shall survive termination of this Agreement and issuance of the Certificate of Completion.

14. **DEFAULTS AND REMEDIES**

14.1 Event of Default

Any of the following events or occurrences with respect to either party shall constitute a material breach of this Agreement and, after the expiration of any applicable cure period, shall constitute an "Event of Default" by such party:

(a) The failure by either party to pay any amount in full when it is due under this Agreement, if the failure has continued for a period of fifteen (15) calendar days after the party entitled to payment demands in writing that the other party cure that failure.

(b) The failure by either party to perform any other obligation under this Agreement, including, without limitation, the other Project Documents, if the failure has continued for a period of thirty (30) calendar days after demand in writing that such party cure

the failure; provided, however, if such failure cannot reasonably be cured within such thirty (30) calendar day period, such party may have such longer period of time as may be reasonably necessary to cure the failure provided that cure is commenced within such thirty (30) calendar day period, and thereafter diligently prosecuted to completion.

14.2 No Waiver

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

14.3 Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by another party.

15. NOTICES

All notices, consents, demands, approvals and other communications (the "Notices") that are given pursuant to this Agreement shall be in writing to the appropriate party and shall be deemed to have been fully given when delivered, including delivery by commercial delivery service, or if deposited in the United States mail, certified or registered, postage prepaid, when received or refused. All Notices shall be addressed as follows:

If to the Developer:	Main Street Plaza, LLC c/o Meta Housing Corporation 1640 Sepulveda Blvd, Suite 425 Los Angeles, CA 90025
----------------------	---

If to City:	City of Roseville Attn: Housing Division 316 Vernon Street, Suite 150 Roseville, CA 95678
-------------	--

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

16. LIMITATIONS ON TRANSFERS AND ASSIGNMENT OF THIS AGREEMENT

16.1 Transfer and Assignment

Except as otherwise permitted herein, prior to completion of the Improvements, the Developer shall not (i) transfer its rights and obligations under this Agreement or (ii) sell, assign, transfer, encumber, pledge or lease the Project without the City's prior written consent, which consent may be granted or withheld at the sole and absolute discretion of the City. This prohibition shall not be deemed to prevent the (i) granting of easements or licenses to facilitate the construction of the Improvements or the development of the Site, (ii) any mortgage or deed of trust permitted by this Agreement, (iii) any residential leases to tenant entered into by the Developer in the normal course of business for improvements, (iv) recordation of any parcel map with respect to the Site, (v) transfer of limited partnership interests in Developer, (vi) assignment by Developer of its rights and obligations under this Agreement to an affiliate of Developer which is owned and controlled by Developer or to a limited partnership in which Developer acts as a general partner (as shown by evidence delivered and acceptable to City). Upon the issuance of the Certificate of Completion, subject to the prior written approval of the City, which approval shall not be unreasonably withheld or delayed, the Developer may transfer the Site and assign its interest in this Agreement to a transferee subject to the Affordable Housing Regulatory Agreement and the other Loan Documents so long as such transferee agrees in writing to assume and be bound by all of the covenants and conditions set forth in this Agreement.

16.2 Security Financing; Rights of Holders

(a) No Encumbrances Except Mortgages, Deeds of Trust, or Other Conveyance for Financing for Development.

(1) Notwithstanding Section 16.1 or any other provision herein to the contrary, mortgages, deeds of trust, sales and leaseback, or any other form of encumbrance or conveyance required for any reasonable method of construction and permanent financing are permitted but only for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Project (including reasonable and customary loan fees and costs, and other normal and customary project costs and/or tenant improvement costs), and City will subordinate its Deeds of Trust, this Agreement, and Regulatory Agreement to any such financing pursuant to a reasonable subordination agreement if required by the applicable lender. Further, to the extent necessary to make the Project financing feasible, and subject to the City's reasonable approval of the terms thereof, the City shall consent to encumber its fee interest (if applicable) in the Site in connection with Developer's financing for the Project.

(2) The words "mortgage" and "deed of trust" as used herein include all other appropriate modes of financing commonly used in construction and land development. Any reference herein to the "holder" of a mortgage or deed of trust shall be deemed also to refer to a lessor under a sale and leaseback.

(b) Noninterference with Holders.

The provisions of this Agreement do not limit the right of Holders to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering the Site and the improvements thereon, or the right of Holders to pursue any remedies for the

enforcement of any pledge or lien encumbering the Site; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, or sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the Site, shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of this Agreement and all documents and instruments recorded pursuant hereto.

17. ADMINISTRATION

Following approval of this Agreement by the City, this Agreement shall be administered and executed on behalf of the City. The Economic Development Director shall have the authority to issue interpretations, waive terms and conditions, and enter into amendments to the Schedule of Performance on behalf of City provided that such actions do not substantially change the uses or development permitted on the Site or materially add to the costs of the City provided herein. However, all amendments to this Agreement require the approval of the Roseville City Council.

18. MISCELLANEOUS

18.1 Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

18.2 Prior Agreements; Amendments; Consents

This Agreement contains the entire agreement between the City and the Developer with respect to the Site, and all prior negotiations, understandings and agreements are superseded by this Agreement. No modification of this Agreement (including waivers of rights and conditions) shall be effective unless in writing and signed by the party against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given.

18.3 Governing Law; Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Assuming proper service of process, the Developer and the City waive any objection regarding personal or in rem jurisdiction and agree that venue shall be proper in the County of Placer, California.

18.4 Severability of Provisions

No provision of this Agreement that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement are hereby declared to be severable.

18.5 Headings

Section headings are included in this Agreement for convenience of reference only and shall not be used in construing this Agreement.

18.6 Time of the Essence

Time is of the essence of this Agreement.

18.7 Conflict of Interest

No member, official or employee of the City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

18.8 Warranty Against Payment of Consideration

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

18.9 Nonliability of City Officials and Employees

No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any material default or breach by the City or for any amount which may become due to the Developer or successor, or on any obligation under the terms of this Agreement.

18.10 Submission of Documents and Other Matters for Approval

Whenever this Agreement requires either party to submit plans, drawings, documents or other matters to the other party for approval, and there is no time specified herein for such approval, the submitting party may submit a letter requiring approval or rejection by the other party of the documents or matter submitted within ten (10) calendar days after submission, and unless rejected within the stated time such documents or matter shall be deemed approved. Except where such approval is expressly reserved to the sole discretion of the approving party, all approvals required hereunder by either party shall be reasonable and not unreasonably withheld or delayed. This section shall not apply to the approval of documents required as part of the City's entitlement and building permit process.

18.11 Force Majeure

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; litigation beyond the

reasonable control of a party; unusually severe weather; inability, despite best efforts, to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier beyond the reasonable control of a party; acts of the other party; acts or the failure to act of any public or governmental entity (except that acts or the failure to act of City shall not excuse performance by City); or any other acts or causes beyond the reasonable control of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of the commencement of the cause.

Force Majeure shall serve also to extend the time by which any condition, for the benefit of either party, shall be satisfied under this Agreement.

18.12 Inspection of Books and Records

City has the right, at all reasonable times, to inspect the books and records of Developer regarding the Site as reasonably necessary to carry out its purposes of this Agreement.

18.13 Ownership of Data

If this Agreement is terminated, for any reason other than an event of default by City, prior to the completion of the Project, Developer shall deliver to City, without representation and warranty and subject to the receipt of any third party consents, originals or copies of any and all data acquired for development of the Site, including but not limited to plans, reports and studies. City shall reimburse Developer for actual and verifiable costs of such documentation. The City shall have full ownership and rights to use such data provided, however, that the City's rights pursuant to this Section 18.13 shall be subordinate to the rights of any third-party lenders and/or investors providing the Project Financing.

[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 _____, 2017, and DEVELOPER has caused this Agreement to be executed.

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

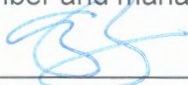
APPROVED AS TO SUBSTANCE:

BY:  _____
CHRIS ROBLES
Economic Development Director

MAIN STREET PLAZA, LLC,
a California limited liability company

By: Meta AGP Investments, LLC
a California limited liability company
its sole member and manager

by: Meta Housing Corporation
a California corporation
its sole member and manager

By: 
Kasey Burke, President

By: 
George Russo, Chief Financial Officer

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF SITE

Real property in the City of Roseville, County of Placer, State of California, described as follows:

TRACT ONE: (APN: 011-146-018)

LOT 1, BLOCK 2 OF AMENDED MAP OF MCRAE'S ADDITION, ACCORDING TO THE MAP THEREOF FILED AUGUST 21, 1906, IN BOOK A OF MAPS, PAGE 38, PLACER COUNTY RECORDS.

TRACT TWO: (APN: 011-146-019)

LOT 16 IN BLOCK 2 OF AMENDED MAP OF MCRAE'S ADDITION AS PER MAP FILED AUGUST 21, 1906, IN BOOK A OF MAPS, PAGE 38, PLACER COUNTY RECORDS.

TRACT THREE: (APN: 011-145-005)

PARCEL ONE:

LOTS 1 AND 2, BLOCK 3, AS SHOWN ON THAT CERTAIN MAP OF PLAT ENTITLED "AMENDED MAP OF MCRAES ADDITION OF THE TOWN (NOW CITY OF ROSEVILLE)" FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, AUGUST 21, 1906 IN BOOK A OF MAPS AT PAGE 38, PLACER COUNTY RECORDS.

PARCEL TWO:

A PORTION OF LOTS 3 AND 4 IN BLOCK 3, AS SHOWN ON THAT CERTAIN MAP OF PLAT ENTITLED "AMENDED MAP OF MCRAE'S ADDITIONS TO THE TOWN (NOW CITY) OF ROSEVILLE", FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, AUGUST 31, 1906 IN BOOK A OF MAPS AT PAGE 38, DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY 85.49 FEET ALONG THE NORTH LINE OF SAID LOT 3 AND 4 TO A POINT IN THE NORTH LINE OF SAID LOT 4 THAT IS DISTANT WESTERLY 35.49 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE FROM A TANGENT THAT BEARS SOUTH 20° 17' 20" EAST ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 420.50 FEET, THROUGH AN ANGLE OF 11° 20' A DISTANCE OF 83.98 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 25° 58' 20" EAST 83.04 FEET TO A POINT IN THE EAST LINE OF SAID LOT 4 THAT IS DISTANT NORTHERLY 65.01 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 4; THENCE CONTINUING ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 420.50 FEET, FROM A TANGENT THAT BEARS SOUTH 31° 37' 20" EAST THROUGH AN ANGLE OF 7° 03' 40" A DISTANCE OF 57.43 FEET; THE CHORD OF WHICH CURVE BEARS SOUTH 35° 11' 40" EAST 57.40 FEET; THENCE SOUTH 38° 46' EAST 37.83 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 3 THAT IS DISTANT WESTERLY 3.06 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 3; THENCE EASTERLY 3.06 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY 140.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

DATE	MILESTONE	RESPONSIBLE PARTY
Complete	Site Control – Old Roseville Hotel	Meta Housing Corporation
Complete	Land Use Entitlements Submitted	Meta Housing Corporation
2/15/17	DDA/City Funding Approved	City of Roseville
2/10/17	PBV/VASH NOFA Application Submitted	Meta Housing Corporation
2/31/17	134 Main Street Site Acquisition Completed	Meta Housing Corporation
2/17/17	MHSA Funding Commitment Approved	Placer County
2/17/17	Land Use Entitlements Approved	City of Roseville
2/17/17	PBV/VASH NOFA Application Approved	City of Roseville
2/21/17	VHHP Application Submitted	Meta Housing Corporation
8/15/17	AHP Application Submitted	Meta Housing Corporation
5/30/17	VHHP Application Awarded	Meta Housing Corporation
11/15/17	AHP Application Awarded	Meta Housing Corporation
9/30/17	HCD AHSC Application Submitted	Meta Housing Corporation
12/30/17	HCD AHSC Application Awarded	Meta Housing Corporation
3/15/17	TCAC 4% & Tax Exempt Bond Applications Submitted	Meta Housing Corporation
6/1/18	Building Permit Application Submitted	Meta Housing Corporation
6/15/18	TCAC 4% & Tax Exempt Bond Applications Awarded	Meta Housing Corporation
12/1/18	Secure Permits and Construction Plans approval	Meta Housing Corporation
12/15/18	Close Construction Financings, Start Construction	Meta Housing Corporation

7/15/20	Commence Tenant Selection Process	Meta Housing Corporation
7/30/20	Complete Construction	Meta Housing Corporation
11/30/20	Complete Lease-up	Meta Housing Corporation

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

The development will consist of a 75-unit housing community and approximately 3,500 square feet of community serving retail space on the ground floor. The development will be located on approximately 0.96 acres of land in the City of Roseville, plus portions of the public streets and right of ways, and will be constructed in conformance with the entitlements approved by the City of Roseville. The development will consist of 2 separate buildings that will be bisected by a pedestrian paseo.

Of the 75-units, twenty eight (28) of which shall be three bedroom units, ten (10) shall be two bedroom units , and thirty seven (37) shall be one bedroom units. There will be approximately seventy-five (75) on-grade parking spaces distributed about the Site for residents, guests, and retail. The recreational amenity package shall include a community center, offices for management and supportive services, and laundry facilities. In addition, there will be a tot-lot, landscaped open space, and a barbecue/picnic area.

The development will target low income families, veterans, and individuals with special needs.

ATTACHMENT NO. 4

CITY LAND PROMISSORY NOTE

\$ _____, 201____
Roseville, California

FOR VALUE RECEIVED, _____ (the "Maker"), having an address of _____, promises to pay the **CITY OF ROSEVILLE** ("Holder"), the initial principal sum of _____, or so much of said amount which may be advanced from time to time, with simple interest at the rate of **Three Percent (3%)** per annum.

1. This Note is made pursuant to Section 10.1 of that Amended and Restated Disposition and Development Agreement dated as of _____ (the "DDA") between Maker and Holder. All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Pursuant to the DDA, Maker has acquired that certain real property defined in the DDA as the "Site", and will construct on the Site a residential housing project consisting of ____ residential units (the "Units"), one of which shall be a manager's units and the rest of which shall be rented to qualified low income persons and families (the "Housing Project"), as described in the DDA and the Affordable Housing Regulatory Agreement dated concurrently herewith between Developer and Holder.

2. Payment of this Note is secured by a deed of trust having even date herewith, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. All principal and any interest thereon shall be due in full on the date that is fifty-five (55) years from the date of recordation of the Certificate of Completion (as defined in the DDA). Payment shall be made in lawful money of the United States to Holder at 311 Vernon Street, Roseville, California 95678. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

All payments on this Note shall be without expense to the Holder, and the Maker agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

4. A default by Maker under the DDA not cured within any applicable cure period under the DDA, and a failure to pay any sum due hereunder within ten (10) business days after it is due shall constitute an event of default under this Note.

If written request is made by Maker's limited partner, Holder shall also deliver a copy of default notice to such limited partner. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth hereinabove, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default under this Note or the DDA.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not

constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

6. During the existence of default or delinquency under the terms of this Note or the Deed of Trust, Holder is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

7. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the DDA or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

10. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

11. This Note shall be binding upon Maker, its successors and assigns. Except as permitted in the DDA, this Note shall not be assumable by the successors and assigns of Maker without the prior written consent of Holder.

12. This Note shall be construed in accordance with and be governed by the laws of the State of California.

13. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Except for misrepresentation, waste and willful misconduct, the obligation to repay this Note is a nonrecourse obligation of the Borrower.

15. Except for any misrepresentation or willful misconduct by Maker, and except as otherwise provided in the Deed of Trust, this Note is nonrecourse and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby, and the Holder must resort only to the Housing Project for repayment should the Maker fail to repay the sums evidenced hereby.

16. Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

17. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

18. Maker promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

19. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. This document, together with the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement, contains the entire agreement between the parties as to the loan. It may not be modified except upon written consent of the parties.

21. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

22. If any term, condition or provision of this Note is in conflict with the term, condition or provision of the DDA, the Deed of Trust, or the Affordable Housing Regulatory Agreement, said term, condition or provision of the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement shall control to the extent of such conflict.

23. Maker may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Holder.

MAKER:

By: _____

Print Name: _____

Title: _____

ATTACHMENT NO. 5

FORM OF CITY LAND LOAN DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING
CITY LAND LOAN**

_____, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2017, by and among
_____ ("Trustor"), First American Title Company, a California corporation
("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein
recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor
hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH
POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms
and conditions hereinafter set forth, Trustor's interest in the property located in the City of
Roseville, County of Placer, State of California, that is described in the attached Exhibit A,
incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which
Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith
or as a means of access thereto, including (without limiting the generality of the foregoing) all
tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and
description now or hereafter erected thereon, and all property of the Trustor now or hereafter
affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to
said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter

acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR
COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Amended and Restated Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor _____ (\$_____) to assist in the permanent financing of seventy-five (75) rental housing units (and one manager's unit) on the Property, of which seventy-four (74) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the DDA.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of _____ (\$_____) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Affordable Housing Regulatory Agreement of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to

the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such

receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the

same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the DDA). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 36 of the DDA.

**ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST**

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from

time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory

actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's

security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the DDA, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or

observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 14.1 of the DDA.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as

Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or

remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of

protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8:
MISCELLANEOUS**

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

with a copy to:

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and

any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

By:
Print Name:
Title:

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by _____ (the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of _____ (\$_____) made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by an Amended and Restated Disposition and Development Agreement executed by Trustor and Beneficiary (the "DDA") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the DDA between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 16.1 of the DDA shall not constitute a violation of the Loan Documents.

4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of _____.
5. This Rider may be executed in counterparts.

In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR:

By:
Print Name:
Title:

BENEFICIARY:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

Sonia Orozco
City Clerk

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

State of California)

County of San Francisco)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

ATTACHMENT NO. 6
FORM OF CITY HOUSING NOTE

\$2,000,000

_____, 201____
Roseville, California

FOR VALUE RECEIVED, _____ (the "Maker"), having an address of _____, promises to pay the **CITY OF ROSEVILLE** ("Holder"), the initial principal sum of **Two Million Dollars (\$2,000,000)** or so much of said amount which may be advanced from time to time, with simple interest at the rate of **Three Percent (3%)** per annum.

1. This Note is made pursuant to Section 10.2 of that Amended and Restated Disposition and Development Agreement dated as of _____ (the "DDA") between Maker and Holder. All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Pursuant to the DDA, Maker has acquired that certain real property defined in the DDA as the "Site", and will construct on the Site a residential housing project consisting of ____ residential units (the "Units"), one of which shall be a manager's units and the rest of which shall be rented to qualified low income persons and families (the "Housing Project"), as described in the DDA and the Affordable Housing Regulatory Agreement dated concurrently herewith between Developer and Holder.

2. Payment of this Note is secured by a deed of trust having even date herewith, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. All principal and any interest thereon shall be due in full on the date that is fifty-five (55) years from the date of recordation of the Certificate of Completion (as defined in the DDA). Payment shall be made in lawful money of the United States to Holder at 311 Vernon Street, Roseville, California 95678. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

All payments on this Note shall be without expense to the Holder, and the Maker agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

4. A default by Maker under the DDA not cured within any applicable cure period under the DDA, and a failure to pay any sum due hereunder within ten (10) business days after it is due shall constitute an event of default under this Note.

If written request is made by Maker's limited partner, Holder shall also deliver a copy of default notice to such limited partner. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth hereinabove, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default under this Note or the DDA.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not

constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

6. During the existence of default or delinquency under the terms of this Note or the Deed of Trust, Holder is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

7. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the DDA or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

10. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

11. This Note shall be binding upon Maker, its successors and assigns. Except as permitted in the DDA, this Note shall not be assumable by the successors and assigns of Maker without the prior written consent of Holder.

12. This Note shall be construed in accordance with and be governed by the laws of the State of California.

13. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. Except for misrepresentation, waste and willful misconduct, the obligation to repay this Note is a nonrecourse obligation of the Borrower.

15. Except for any misrepresentation or willful misconduct by Maker, and except as otherwise provided in the Deed of Trust, this Note is nonrecourse and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby, and the Holder must resort only to the Housing Project for repayment should the Maker fail to repay the sums evidenced hereby.

16. Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.

17. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

18. Maker promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

19. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

20. This document, together with the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement, contains the entire agreement between the parties as to the loan. It may not be modified except upon written consent of the parties.

21. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

22. If any term, condition or provision of this Note is in conflict with the term, condition or provision of the DDA, the Deed of Trust, or the Affordable Housing Regulatory Agreement, said term, condition or provision of the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement shall control to the extent of such conflict.

23. Maker may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Holder.

MAKER:

By: _____

Print Name: _____

Title: _____

ATTACHMENT NO. 7
FORM OF CITY HOUSING DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING
CITY HOUSING LOAN**

_____, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2017, by and among
_____ ("Trustor"), First American Title Company, a California corporation
("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein
recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor
hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH
POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms
and conditions hereinafter set forth, Trustor's interest in the property located in the City of
Roseville, County of Placer, State of California, that is described in the attached Exhibit A,
incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which
Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith
or as a means of access thereto, including (without limiting the generality of the foregoing) all
tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and
description now or hereafter erected thereon, and all property of the Trustor now or hereafter
affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to
said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter
acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Amended and Restated Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor Two Million Dollars (\$2,000,000) to assist in the permanent financing of seventy-five (75) rental housing units (and one manager's unit) on the Property, of which seventy-four (74) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the DDA.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of Two Million Dollars (\$2,000,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Affordable Housing Regulatory Agreement of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to

the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such

receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the

same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the DDA). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 36 of the DDA.

**ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST**

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from

time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory

actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's

security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the DDA, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or

observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 14.1 of the DDA.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as

Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or

remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of

protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8:
MISCELLANEOUS**

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

with a copy to:

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and

any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

By:
Print Name:
Title:

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by _____ (the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of _____ (\$_____) made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by an Amended and Restated Disposition and Development Agreement executed by Trustor and Beneficiary (the "DDA") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the DDA between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 16.1 of the DDA shall not constitute a violation of the Loan Documents.

4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of _____.

5. This Rider may be executed in counterparts.

In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR:

By:
Print Name:
Title:

BENEFICIARY:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

Sonia Orozco
City Clerk

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

State of California)

County of San Francisco)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

ATTACHMENT NO. 8

FORM OF CDBG NOTE

\$150,000

Roseville, California

FOR VALUE RECEIVED, _____ (the "Maker"), having an address of _____, promises to pay the **CITY OF ROSEVILLE** ("Holder"), the initial principal sum of **One Hundred Fifty Thousand Dollars (\$150,000)** or so much of said amount which may be advanced from time to time, with simple interest at the rate of **Three Percent (3%)** per annum.

1. This Note is made pursuant to Section 10.3 of that Amended and Restated Disposition and Development Agreement dated as of _____ (the "DDA") between Maker and Holder. All capitalized terms not otherwise defined herein shall have the meaning set forth in the DDA. Pursuant to the DDA, Maker has acquired that certain real property defined in the DDA as the "Site", and will construct on the Site a residential housing project consisting of ___ residential units (the "Units"), one of which shall be a manager's units and the rest of which shall be rented to qualified low income persons and families (the "Housing Project"), as described in the DDA and the Affordable Housing Regulatory Agreement dated concurrently herewith between Developer and Holder.

2. Payment of this Note is secured by a deed of trust having even date herewith, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. All principal and any interest thereon shall be due in full on the date that is fifty-five (55) years from the date of recordation of the Certificate of Completion (as defined in the DDA). Payment shall be made in lawful money of the United States to Holder at 311 Vernon Street, Roseville, California 95678. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

All payments on this Note shall be without expense to the Holder, and the Maker agrees to pay all costs and expenses, including reconveyance fees and reasonable attorneys' fees of the Holder, incurred in connection with the payment of this Note and the release of any security hereof.

4. A default by Maker under the DDA not cured within any applicable cure period under the DDA, and a failure to pay any sum due hereunder within ten (10) business days after it is due shall constitute an event of default under this Note.

If written request is made by Maker's limited partner, Holder shall also deliver a copy of default notice to such limited partner. Any partner of Maker shall have the right to cure any default within the applicable cure periods set forth hereinabove, whether in its own capacity or on behalf of Maker, and Holder shall accept such cure as if tendered by Maker. However, failure by Holder to deliver such notice to Maker's limited partner shall not be a default under this Note or the DDA.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

5. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of (i) the highest rate then allowed by law or (ii) two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

6. During the existence of default or delinquency under the terms of this Note or the Deed of Trust, Holder is expressly authorized to apply all payments made on this Note to the payment of all or part of the delinquency, as it may elect.

7. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

8. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after a default hereunder or under the Deed of Trust, the DDA or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

9. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

10. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.
11. This Note shall be binding upon Maker, its successors and assigns. Except as permitted in the DDA, this Note shall not be assumable by the successors and assigns of Maker without the prior written consent of Holder.
12. This Note shall be construed in accordance with and be governed by the laws of the State of California.
13. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
14. Except for misrepresentation, waste and willful misconduct, the obligation to repay this Note is a nonrecourse obligation of the Borrower.
15. Except for any misrepresentation or willful misconduct by Maker, and except as otherwise provided in the Deed of Trust, this Note is nonrecourse and neither Maker nor any member, officer, partner or employee of Maker shall have any personal liability for repayment of the sums evidenced hereby, and the Holder must resort only to the Housing Project for repayment should the Maker fail to repay the sums evidenced hereby.
16. Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note shall not operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part.
17. The obligations of Maker under this Note shall be absolute and Maker waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.
18. Maker promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.
19. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
20. This document, together with the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement, contains the entire agreement between the parties as to the loan. It may not be modified except upon written consent of the parties.
21. The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

22. If any term, condition or provision of this Note is in conflict with the term, condition or provision of the DDA, the Deed of Trust, or the Affordable Housing Regulatory Agreement, said term, condition or provision of the DDA, the Deed of Trust, and the Affordable Housing Regulatory Agreement shall control to the extent of such conflict.

23. Maker may prepay this Note in full or in part at any time, without any prepayment penalty being charged by Holder.

MAKER:

By: _____

Print Name: _____

Title: _____

ATTACHMENT NO. 9

FORM OF CDBG DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING
CDBG LOAN**

_____, Roseville

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING ("Deed of Trust") is made as of _____, 2017, by and among
_____ ("Trustor"), First American Title Company, a California corporation
("Trustee"), and the City of Roseville ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein
recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor
hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH
POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms
and conditions hereinafter set forth, Trustor's interest in the property located in the City of
Roseville, County of Placer, State of California, that is described in the attached Exhibit A,
incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which
Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith
or as a means of access thereto, including (without limiting the generality of the foregoing) all
tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and
description now or hereafter erected thereon, and all property of the Trustor now or hereafter
affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to
said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter
acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.3 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.2 below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation (i) modifications, extensions, or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "DDA" means that certain Amended and Restated Disposition and Development Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor One Hundred Fifty Thousand Dollars (\$150,000) to assist in the permanent financing of seventy-five (75) rental housing units (and one manager's unit) on the Property, of which seventy-four (74) units shall be affordable for fifty-five (55) years in accordance with the Regulatory Agreement. Capitalized terms used but not defined in this Deed of Trust shall have the meanings set forth in the DDA.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the DDA, the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means the promissory note in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the amount required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the Affordable Housing Regulatory Agreement of even date herewith by and between the Beneficiary and the Trustor.

**ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY**

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and shall not commit waste. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. In addition, Trustor shall not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Security in any manner which (1) violates any laws; (2) endangers the Security or adjoining properties; or (3) constitutes a public or private nuisance. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Placer County, a surety bond in an amount required by law to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note and subject to

the rights of the Senior Lenders, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents other than assignments to the Senior Lenders, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents and after the expiration of any applicable cure periods, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such

receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3: TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the

same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of the Senior Lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the

Beneficiary under this Section 4.1 are subject to the rights of any Senior Lender (as defined in the DDA). The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property under the terms and conditions set forth in Section 36 of the DDA.

**ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST**

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of eight percent (8%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code. The Trustor hereby grants the Beneficiary a security interest in such items.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from

time to time in order to protect the security interest established pursuant to this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or suffer to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6: HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multifamily residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory

actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to a "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in the California Health and Safety Code) under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall defend, indemnify and hold harmless Beneficiary and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's

security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) reasonable attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the DDA, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

The Trustor is aware that California Civil Code Section 2955.5(a) provides as follows: "No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

ARTICLE 7: EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute events of default ("Events of Default") following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning transfer and discrimination; or (3) failure to make any payment or

observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein. Trustor's limited partner shall have cure rights as set forth in Section 14.1 of the DDA.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c)) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Placer County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as

Trustee may require.

(a) Upon receipt of such Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in the Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or

remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (iv) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Trustee and/or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of

protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8:
MISCELLANEOUS**

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally, by reputable overnight delivery service (which provides a delivery receipt) or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Roseville
311 Vernon Street
Roseville, CA 95678
Attention: City Manager

and (2) if intended for Trustor shall be addressed to:

with a copy to:

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (26 U.S.C. Section 42 (h)(6)(E)(ii)), as amended, shall apply:

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement with the California Tax Credit Allocation Committee, (i) none of the tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

Section 8.15 Statement of Obligation.

Beneficiary may collect a reasonable fee for furnishing the statement of obligation as provided by Section 2943 of the California Civil Code, as it may be amended from time to time.

[Remainder of page intentionally blank.]

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as to the day and year first above written.

TRUSTOR:

By:
Print Name:
Title:

RIDER TO DEED OF TRUST

This Rider To Deed of Trust (the "Rider") is attached to and made a part of the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") entered into by _____ (the "Trustor") for the benefit of **the City of Roseville** (the "Beneficiary"), which secures a loan (the "Loan") in the amount of _____ (\$_____) made to Trustor to help finance the development of that certain property as further described in the Deed of Trust (the "Property"). The Loan is evidenced by an Amended and Restated Disposition and Development Agreement executed by Trustor and Beneficiary (the "DDA") and by a Promissory Note executed by Trustor in favor of the Beneficiary (the "Note"). The Trustor, through its limited partner, is providing equity for the Property and is sometimes referred to herein as the "Partnership."

The parties herein agree that the following covenants, terms and conditions shall be part of and shall modify or supplement the Deed of Trust, the Note, and the DDA between the parties and any and all other documents evidencing, securing or governing the Loan referenced therein (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of its general and limited partners simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Trustor and its limited partner shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary.
2. Beneficiary hereby agrees that any cure of any default made or tendered by one or more of the Partnership's limited partners shall be deemed to be a cure by the Partnership and shall be accepted or rejected on the same basis as if made or tendered by the Partnership. Copies of all notices which are sent to the Partnership under the terms of the Loan Documents shall also be sent to:

The Partnership's limited partners may change their address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary.

3. Transfers permitted under Section 16.1 of the DDA shall not constitute a violation of the Loan Documents.

4. The Trustor and the Beneficiary hereby agree that the lien of this Deed of Trust is subordinate to and inferior in lien priority to that certain deed of trust, as amended, in favor of _____.

5. This Rider may be executed in counterparts.

In Witness Whereof, the undersigned have caused this Rider to be executed.

TRUSTOR:

By:
Print Name:
Title:

BENEFICIARY:

CITY OF ROSEVILLE, a municipal corporation

By: _____
Rob Jensen
City Manager

ATTEST:

Sonia Orozco
City Clerk

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

State of California)

County of San Francisco)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of the Property

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

ATTACHMENT NO. 10

AFFORDABLE HOUSING REGULATORY AGREEMENT

NO FEE DOCUMENT
PER GOV'T CODE § 27383
RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

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

AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: Meta Housing – _____, Roseville)

This Affordable Housing Regulatory Agreement ("Regulatory Agreement") is made this _____ day of _____, 2017 ("Effective Date"), by and between the City of Roseville, a municipal corporation ("CITY"), and _____, L.P. ("DEVELOPER").

RECITALS

A. WHEREAS, the City, as Housing Successor to the former Redevelopment Agency of the City of Roseville, currently owns that certain real property generally located at 304 Washington Boulevard in Roseville, California as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, 304 Washington Boulevard was purchased by the former Roseville Redevelopment Agency with housing funds for the development of affordable housing.

C. WHEREAS, DEVELOPER is in the process of securing possession or has secured possession of real property located at 134 Main Street in Roseville, California as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference.

D. WHEREAS, CITY and DEVELOPER have entered into that certain Amended and Restated Disposition and Development Agreement dated _____, 2017 whereby CITY agreed to sell 304 Washington Boulevard to DEVELOPER for development of an approximately _____ unit affordable housing project that includes commercial space and the associated parking spaces (the "Project").

E. WHEREAS, the Project will be located on real property created by the merger of 134 Main Street and 304 Washington Boulevard (the "Property") as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference.

F. WHEREAS, DEVELOPER specifically proposes to develop a _____ () unit multi-family apartment project on the Property, _____ () of which shall be rented at rents that are affordable to Low (60% of Area Median Income (AMI)), Very Low (40-50% AMI),

and Extremely Low (30% AMI) income households (collectively, the "Regulated Units"), with one manager's unit.

G. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

H. WHEREAS, the CITY has agreed to provide DEVELOPER with financial assistance in the form of three loans in the combined principal amount of _____ (\$X,XXX,XX) to assist DEVELOPER in the construction and permanent financing of the Project (collectively, such financing referred to herein, as the "Loan".

I. WHEREAS, in making this Loan, the CITY is acting in its capacity as Housing Successor to the former Redevelopment Agency of the City of Roseville.

K. DEVELOPER is simultaneously: (1) executing three Promissory Notes and three Deeds of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deeds of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The DDA, the Promissory Notes, the Deeds of Trust, and this Regulatory Agreement are collectively referred to herein as the "Loan Documents."

L. This Regulatory Agreement is being executed and recorded pursuant to the requirements of California Health and Safety Code Section 33334.3 which further requires the recordation of the "Notice of Affordability Restrictions on Transfer of Property," attached hereto as Exhibit D. The purpose of this Regulatory Agreement is to regulate and restrict the occupancy, rents, operation, ownership, and management of the Project for the benefit of Project occupants and the people of the City of Roseville. The covenants in this Regulatory Agreement are intended to run with the land and be binding on DEVELOPER and DEVELOPER's successors in interest for the full term of this Regulatory Agreement. This Regulatory Agreement, in conjunction with any other regulatory agreements between the DEVELOPER and other providers of financing, will ensure the Project's continuing affordability.

M. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

DEFINITIONS

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the DDA.

1. "CITY" means the City of Roseville, a municipal corporation.

2. **"AREA MEDIAN INCOME"** (referred to herein as "AMI") means the median income for the Metropolitan Statistical Area which includes the City of Roseville ("MSA"), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.

3. **"DDA"** means the Amended and Restated Disposition and Development Agreement executed contemporaneously with this Regulatory Agreement by DEVELOPER and the CITY, which governs the Loan, as well any amendments to, modifications of, or restatements of said DDA.

4. **"DEEDS OF TRUST"** means the three Deeds of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said deeds of trust.

5. **"DEVELOPER"** means _____ L.P., together with its permitted successors and assigns.

6. **"LOAN"** means the loan of funds provided by the CITY to DEVELOPER for the Project pursuant to the DDA and includes both the City Land Loan, the City Housing Loan, and the CDBG Loan.

7. **"LOAN DOCUMENTS"** means, collectively, the DDA, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

8. **"NOTES"** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.

9. **"PROJECT"** means the development, construction and operation of a 75 unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to Low, Very Low and Extremely Low income households, one (1) unregulated manager's unit, approximately 3,0000 square feet of commercial space, and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.

10. **"PROPERTY"** means the real property located at _____, Roseville, California, 95678 identified and described in Exhibit C, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

11. **"QUALIFYING HOUSEHOLD"** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **"QUALIFYING RENT"** means the maximum monthly rent allowed under Exhibit C "adjusted for family size appropriate to the unit" (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **"REGULATED UNITS"** means _____ () rental dwelling units of the _____ () rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable Low, Very Low and Extremely Low income households and having the following composition: _____ () one (1) bedroom units, _____ () two (2) bedroom units, and _____ () three (3) bedroom units.

DEVELOPER'S OBLIGATIONS

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER's actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

16. **LEGAL INTEREST IN PROJECT.** DEVELOPER represents that it has legal interest in the Property and that all other persons holding legal or equitable interests in the Property have signed an "Acknowledgement and Consent Certificate", in a form approved by the City Attorney of the CITY, acknowledging and consenting to the terms of this Regulatory Agreement. All persons holding any legal or equitable interest in the Property shall be bound by this Regulatory Agreement.

PROJECT OCCUPANCY AND RENTS

17. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in Exhibit E herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville's rules

governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom Regulated Units for households whose income does not exceed thirty percent (30%) of AMI; and (ii) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom Regulated Units for households whose income does not exceed forty percent (40%) of AMI; and (iii) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom Regulated Units for households whose income does not exceed fifty percent (50%) of AMI; and (iv) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom Regulated Units for households whose income does not exceed sixty percent (60%) of AMI. The remaining one (1) unregulated unit shall be a two bedroom unit reserved for use by on-site Project management staff.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training. Notwithstanding the foregoing, the Project shall be permitted to include approximately 3,0000 square feet of commercial space.

18. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit E** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered "affordable rent" for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents.

19. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER's agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

20. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12)

months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase exceed the amount of annual rent increase allowed by Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors ("AAFs") as published by the United States Department of Housing and Urban Development ("HUD") for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development ("HCD") State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If DEVELOPER does not agree with the adjustment factors provided herein, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY's Economic Development Director or successor ("the EDD") of that year's adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD will review this information and decide on which adjustment factor DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

21. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

22. **NONDISCRIMINATION.**

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this

Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan, and the reconveyance of the Deeds of Trust.

23. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

24. **INTENTIONALLY OMITTED.**

25. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the DDA. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

26. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of the Senior Lenders and the tax credit investor. During the monitoring as described in paragraph 32, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of _____, a _____, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

27. **DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

28. **MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

29. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

30. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give

DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

31. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the ninetieth (90th) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

- A. Insurance certificates detailing all coverage required under the DDA and the Deeds of Trust.
- B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.
- C. Audited financial statements for the Project and DEVELOPER.
- D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.
- E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

32. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the 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) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

33. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the Deeds of Trust;

B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;

C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the CITY in its sole judgment determines that

DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;

D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;

E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or

F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

34. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

35. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the DDA.

36. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

GENERAL PROVISIONS

37. **SUBORDINATION.** Except as expressly set forth herein or in the DDA, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

38. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not, except as permitted by the DDA, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to: (i) the transfer of limited partner interests in DEVELOPER, (ii) the removal of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document; and/or (iii) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, DEVELOPER shall not, except as may be contemplated by the DDA, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

39. **NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

40. **INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRA.

41. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

42. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

43. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, 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.

44. **TIME.** Time is of the essence in this Regulatory Agreement.

45. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

46. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

DEVELOPER

Economic Development Director
City of Roseville
311 Vernon Street
Roseville, CA 95678

with a copy to:

47. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

48. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

49. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY

to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

50. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

51. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

52. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

SPECIAL PROVISIONS

53. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee"). The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

54. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars (\$5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

55. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY

DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

56. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

57. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by Exhibit F, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory 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 DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

_____, L.P.

BY: _____
ROB JENSEN
City Manager

BY: _____
NAME
Title

ATTEST:

and

BY: _____
SONIA OROZCO
City Clerk

BY: _____
NAME
Title

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
CHRIS ROBLES
Economic Development Director

EXHIBIT A
LEGAL DESCRIPTION OF 304 WASHINGTON BLVD.

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

EXHIBIT B
LEGAL DESCRIPTION OF 134 MAIN STREET

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

EXHIBIT C
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

EXHIBIT D
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

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

**NOTICE OF AFFORDABILITY RESTRICTIONS
ON TRANSFER OF PROPERTY**

PLEASE TAKE NOTICE that the real property that is the subject of this Notice of Affordability Restrictions on Transfer of Property (hereinafter "Notice"), which property is identified and described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Property"), is subject to the following affordability covenants and restrictions that run with the land and are binding on Meta Housing Corporation, a California corporation, and/or its permitted successors and assigns:

- (a) The Property shall be developed, constructed, owned, operated and managed as a residential, multi-family rental housing apartment project to be rented at rents that are affordable to Low, Very Low and Extremely Low income households. Occupancy of _____ (X) of the _____ (X) total units shall be reserved, for the full term set forth in subdivision (b) below, as follows:
 - (i) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom regulated units for households whose income does not exceed thirty percent (30%) of Area Median Income (as defined in the Regulatory Agreement between the City of Roseville, a municipal corporation and Meta Housing Corporation, a California corporation, executed on _____, 2017 and recorded concurrently with this Notice (hereinafter "Regulatory Agreement");
 - (ii) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom regulated units for households whose income does not exceed forty percent (40%) of Area Median Income as defined in the Regulatory Agreement;
 - (iii) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom regulated units for households whose income does not exceed fifty percent (50%) of Area Median Income; and
 - (iv) _____ (X) one-bedroom, _____ (X) two-bedroom, and _____ (X) three-bedroom regulated units for households whose income does not exceed sixty percent (60%) of Area Median Income.

Rents shall be established according to the schedule contained in the Regulatory Agreement.

- (b) The covenants and restrictions referenced above commence upon the execution of the Regulatory Agreement and shall remain in full force and effect for in perpetuity. The obligations referenced in this Notice and set forth in greater

detail in the Regulatory Agreement shall remain effective and fully binding in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the City of Roseville in a recorded writing.

- (c) The street address for the Property is _____, Roseville, California, 95678, as further identified and described in **Exhibit A.**
- (d) The assessor's parcel number for the property is: APN: _____ as further identified and described in **Exhibit A.**

Any questions about the contents of this Notice may be directed to the Office of the City Attorney for the City of Roseville, 311 Vernon Street, Roseville, California 95678; Telephone (916) 774-5325.

CITY OF ROSEVILLE,
a municipal corporation

Dated: _____

By: _____
Robert R. Schmitt
City Attorney
City of Roseville

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

APN:

EXHIBIT E
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS

Maximum Household Income 30% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 40% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 50% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Maximum Household Income 60% AMI

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

EXHIBIT F

CHECKLIST FOR AFFORDABLE RENTAL UNITS

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- _____ Certification of Affordable Rental Unit Eligibility
- _____ Calculation of Tenant Eligibility Form
- _____ Record of Rental Increases
- _____ Written, third party verification of all income sources, including:
 - _____ Employment
 - _____ Self-employment (tax return and profit & loss statement for current year)
 - _____ Unemployment
 - _____ AFDC (Welfare) Benefits
 - _____ Child Support
 - _____ Alimony
 - _____ Social Security Benefits
 - _____ Supplemental Security Income (SSK)
 - _____ VA or Military Benefits
 - _____ Pensions and/or Annuities
 - _____ Retirement Funds
 - _____ Savings Accounts (Interest Income)
 - _____ Checking Accounts
 - _____ Government Grants
 - _____ Trust Funds
 - _____ Stocks & Bonds (Cash Value)
 - _____ Life Insurance (Cash Value)

Name _____

Complex

Title _____

Date

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY

Re: _____ Apt. # _____
Apartment Complex

I/we have read and answered truthfully, fully frankly and personally each of the following questions for all persons who are to occupy the unit being applied for in the above apartment project. Listed below are the names of all persons who intend to reside in the unit:

[illegible]

CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)
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 and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- 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 settlements for personal or property losses;
- d. Amounts of educational scholarships 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. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments 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 Owner 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 Owner in obtaining any information or documents required to verify the statement 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 Owner to lease the unit and will entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for eviction or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ in the City of
_____ California.

Applicant

Applicant

Applicant

Applicant

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

CALCULATION OF TENANT ELIGIBILITY FORM

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: _____ UNIT # _____

<u>SOURCE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Social Security	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Civil Service	\$ _____	\$ _____
Pension _____	\$ _____	\$ _____
Interest _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Wages _____	\$ _____	\$ _____
Tips _____	\$ _____	\$ _____
Child Support	\$ _____	\$ _____
Welfare	\$ _____	\$ _____
Stocks/Bonds	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
TOTAL INCOME	\$ _____	\$ _____
	Monthly base rent	\$ _____
	Move-in date	_____

BY _____
TITLE _____
DATE _____

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

APT. NO. _____

INITIAL BASE RENT \$

ANNUAL INCOME \$

[illegible]

(FOR COMPLETION BY APARTMENT DEVELOPER OR AGENT)

INITIAL BASE RENT: _____

[illegible]

ACKNOWLEDGMENTS

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)

ACKNOWLEDGMENTS

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)

EXHIBIT A
DESCRIPTION OF SITE

ATTACHMENT NO. 11

GRANT DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL
TAX STATEMENTS TO:

(Space above this line is for recorder's use)

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ _____

☐ computed on full value of property conveyed, or

☐ computed on full value less value of liens or encumbrances remaining at time of sale

☐ Unincorporated area ☒ City of Roseville

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ ("Grantor"), hereby GRANTS AND CONVEYS to
_____ ("Grantee"), following described real property located in the City of
Roseville, California, and more particularly described in Exhibit A, attached to and incorporated
into this Grant Deed by this reference.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the
____ day of _____, 201__

"Grantor"

CITY OF ROSEVILLE,
a municipal corporation:

BY: _____
ROB JENSEN
City Manager

EXHIBIT A TO GRANT DEED

Legal Description

PART VII. PROJECT FINANCING (Sources of Funds)

A. Construction Financing

List Below All Projected Sources Required to Complete Construction.

<i>Name of Lender/Source</i>	<i>Term in Months</i>	<i>Interest Rate</i>	<i>Amount of Funds</i>
Construction Lender	24	3.47%	\$ 25,500,000
City - Land Contribution + Roseville Hotel	24	0.00%	\$ 1,505,000
City - Residential Loan	24	0.00%	\$ 2,000,000
CDBG - 2016	24	3.00%	\$ 150,000
Sutter - Matching Funds	24	3.00%	\$ 2,000,000
MHSA - Capital Facilities	24	0.00%	\$ 250,000
MHSA - Capital Funds	24	0.00%	\$ 1,000,000
AHP	24	0.00%	
Tax Credit Equity	N/A	N/A	\$ 2,452,820
Def. Fee and Costs	24	3.00%	\$ 1,957,289
<i>Total Funds for Construction</i>			\$ 36,815,109

B. Permanent Financing

<i>Name of Lender/Source</i>	<i>Term in Months</i>	<i>Interest Rate</i>	<i>Amount of Funds</i>	<i>Annual Debt Service</i>	<i>Residual Receipts/ Deferred Fund.</i>
Perm Lender	420	5.00%	\$ -		N/A
Section 8 Overhang Loan	420	5.00%	\$ 1,378,145	83,500	N/A
City - Residential Loan	660	3.00%	\$ 2,000,000		Residual Receipts
City - Land Contribution + Roseville Hotel	660	3.00%	\$ 1,505,000		Residual Receipts
AHSC	660	5.00%	\$ 6,000,000		Residual Receipts
Sutter - Matching Funds	660	3.00%	\$ 2,000,000		
CDBG - 2016	660	3.00%	\$ 150,000		
CDBG - 2017	660	3.00%	\$ 200,000		
VHHP	660	3.00%	\$ 4,418,534		
MHSA - Capital Facilities	660	5.00%	\$ 250,000		Residual Receipts
MHSA - Capital Funds	660	5.00%	\$ 1,000,000		Residual Receipts
AHP	180	0.00%	\$ 740,000		N/A
Deferred Developer Fee/Costs	N/A	5.00%	\$ 821,297		Residual Receipts
Total Permanent Financing			\$ 20,462,976		
Tax Credit Equity			\$ 16,352,133		
Total Sources of Project Funds			\$ 36,815,109		

A. Development Budget

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
		96.0%	4.0%
LAND COST/ACQUISITION			
Land Cost or Value	1,505,000	1,444,800	60,200
Title/Escrow/Legal	50,000	48,000	2,000
Broker Fees	12,500	12,000	500
Acq. Loan Fees/Interest/Extensions	25,000	24,000	1,000
Total Land Cost or Value	1,592,500	1,528,800	63,700
Existing Improvements Value			-
Demolition	150,000	144,000	6,000
Total Acquisition Cost	1,742,500	1,672,800	69,700
REHABILITATION			
Site Work			
Structures		-	
Prevailing Wages			
General Requirements		-	
Contractor Overhead			
Contractor Profit			
General Liability Insurance			
Total Rehab. Costs		-	-
Total Relocation Expenses		-	-
NEW CONSTRUCTION			
Site Work	1,500,000	1,440,000	60,000
Off Sites	600,000	576,000	24,000
Structures	15,000,000	14,400,000	600,000
Prevailing Wages	3,000,000	2,880,000	120,000
General Requirements	1,215,000	1,166,400	48,600
Contractor Overhead	810,000	777,600	32,400
Contractor Profit	810,000	777,600	32,400
General Liability Insurance	344,025	330,264	13,761
Total New Const. Costs	23,279,025	22,347,864	931,161

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
ARCHITECTURAL FEES			
Design	600,000	576,000	24,000
Supervision	275,000	264,000	11,000
Total Architectural Costs	875,000	840,000	35,000
Total Survey and Engineering	575,000	552,000	23,000
CONST. INTEREST & FEES			
Const. Loan Interest	247,698	217,790	29,908
Origination Fee	191,250	183,800	7,450
Credit Enhance & App. Fee	25,000	24,000	1,000
Predev Bridge Loan Fees/Interest	60,000	57,600	2,400
Taxes	17,500	15,995	1,505
Insurance	279,348	268,174	11,174
Title and Recording	60,000	57,600	2,400
Total Const. Interest & Fees	1,380,797	1,324,760	56,037
PERMANENT FINANCING			
Loan Origination Fee	13,781	13,230	551
Investor Legal	-	-	-
Bond Issuance Costs	175,000	168,000	7,000
Title and Recording	5,000	4,800	200
Perm. Interest	589,900	566,334	23,566
CHFA Fee	10,000	9,600	400
Total Perm. Financing Costs	793,681	761,934	31,747
LEGAL FEES			
Lender Legal Pd. by Applicant	55,000	52,800	2,200
Other Legal/Due Diligence	120,000	115,200	4,800
Other Organizational Accounting	85,000	81,600	3,400
Total Attorney Costs	260,000	249,600	10,400
RESERVES			
Transition Reserves	215,146	215,146	-
Capitalized Rent Reserves	-	-	-
*3 Month Operating Reserve	128,483	128,483	-
Total Reserve Costs	343,629	343,629	-
TOTAL APPRAISAL COSTS	12,000	12,000	-

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
Construction Contingency Costs	1,171,451	1,124,593	46,858
OTHER			
TCAC App/Alloc Monitor Fees	86,300	86,300	
Relocation	107,350	107,350	
Reproductions	20,000	19,200	800
Local Dev Impact Fees	2,400,000	2,304,000	96,000
Permit Processing Fees	250,000	240,000	10,000
Marketing	45,000	43,200	1,800
Consulting Fees	50,000	48,000	2,000
Interior Design/Furnishings	750,000	250,000	500,000
Studies/Surveys	50,000	48,000	2,000
Soft Cost Contingency	50,000	144,000	6,000
Total Other Costs	3,908,650	3,290,050	618,600
Subtotals	34,341,733	32,519,230	1,822,503
DEVELOPER COSTS			
Developer Overhead/Profit	2,473,375	2,200,000	273,375
Consultant/Processing Agent			
Project Administration			
Syndicator Consulting Fees			
Personal Guarantee Fees			
Const. Mgmt Oversight by developer			
Other (specify _____)			
Total Developer Costs	2,473,375	2,200,000	273,375
TOTAL PROJECT COST	36,815,109	34,719,230	2,095,879

Income Information

(BREAK OUT UNIT SIZES BY VARYING AFFORDABILITY LEVELS)

(a) # of Brs	(b) # of Units	(c) Proposed Monthly Rent Less Utilities	(d) Total Monthly Rents (b x c)	(e) Monthly Utility Allowance	(f) Monthly Rent Plus Utilities (c + e)	(g) % of Area Median Income	PBV or VASH Sec. 811	(h) HUD Rents	(i) Diff. TCAC vs. HUD Rents	(j) HUD Overhang Income
<i>Low-Income Units</i>										
1	19	346.60	6,585	44.00	390.6	30%	19	821.00	430.40	\$ 8,178
1	18	411.70	7,411	44.00	455.7	35%	18	821.00	365.30	\$ 6,575
2	1	411.60	412	57.00	468.6	30%		1,036.00	567.40	\$ -
2	3	724.00	2,172	57.00	781.0	50%		1,036.00	255.00	\$ -
2	5	880.20	4,401	57.00	937.2	60%		1,036.00	98.80	\$ -
3	3	470.20	1,411	71.00	541.2	30%		1,508.00	966.80	\$ -
3	3	650.60	1,952	71.00	721.6	40%		1,508.00	786.40	\$ -
3	13	650.60	8,458	71.00	721.6	40%		1,508.00	786.40	\$ -
3	9	1,011.40	9,103	71.00	1,082.4	60%		1,508.00	425.60	\$ -
Total #	74	Total	\$ 41,903				37	Total VASH/PBVs/811		\$ -

Avg Affordability - ALL UNITS

39.9%

Total Overhang Income - Monthly

Total Overhang Income - Annual

\$ 14,753	\$ 19,636
\$ 177,036	\$ 235,632

Managers' Units

2	1	1,562	1,562
-	-	-	-
-	-	-	-
Total #	1	Total	\$ 1,562

AGGREGATE MONTHLY RENTS

FOR ALL UNITS \$ 58,218

x 12

AGGREGATE ANNUAL

RENTS FOR ALL UNITS (c) \$ 698,621

Commercial Rent Income \$ -

Total Units 75

Annual Residential Operating Expenses

General Administrative

Advertising	\$ 1,000
Legal	\$ 5,500
Accounting/Audit	\$ 10,000
Other (General Admin.)	\$ 27,000
Total General Administrative	

\$ 43,500

Management Fee

6%

\$ 40,282

Electricity	\$ 32,000
Gas	\$ 6,000

Total Utilities

\$ 38,000

Total Water/Sewer

\$ 41,950

Payroll/Payroll Taxes

On-site Manager	\$ 35,000
Manager's Unit	18,744
Assistant Manager	-
Maintenance/Janitorial Personnel	\$ 46,500
Payroll Taxes/Benefits	\$ 22,110

Total Payroll/Payroll Taxes

\$ 122,354

Total Insurance

\$ 13,875

Maintenance

Painting/Cleaning/Supplies	\$ 20,000
Repairs	\$ 20,000
Trash Removal	\$ 12,000
Exterminating	\$ 4,000
Grounds	\$ 10,000
Elevator	\$ 8,500
Other (Fire Sprinkler/Alarm Service)	\$ 3,500

Total Maintenance

\$ 78,000

Other (specify)

Misc.	\$ 5,000
City Fee	2,960
CHFA Fee	\$ 6,500

Total Other

\$ 14,460

*** TOTAL ANNUAL RESIDENTIAL OPERATING EXPENSES**

\$ 392,421

**** TOTAL NUMBER OF UNITS IN PROJECT**

75

ANNUAL OPERATING EXPENSES PER UNIT (divide */)**

\$ 5,232

TOTAL 3-MONTH OPERATING RESERVE

\$ 128,483

TOTAL SERVICE AMENITIES BUDGET

\$ 73,011

TOTAL RESERVE FOR REPLACEMENT

\$ 45,000

TOTAL REAL ESTATE TAXES

\$ 3,500

J. Annual Commercial Operating Expenses

TOTAL COMMERCIAL SPACE EXPENSES

\$ -

TOTAL ANNUAL COMMERCIAL DEBT SERVICE

\$ -

PART VII. PROJECT FINANCING (Sources of Funds)

A. Construction Financing

List Below All Projected Sources Required to Complete Construction.

<i>Name of Lender/Source</i>	<i>Term in Months</i>	<i>Interest Rate</i>	<i>Amount of Funds</i>
Construction Lender	24	3.47%	\$ 25,500,000
City - Land Contribution + Roseville Hotel	24	0.00%	\$ 1,505,000
City - Residential Loan	24	0.00%	\$ 2,000,000
CDBG - 2016	24	3.00%	\$ 150,000
Sutter - Matching Funds	24	3.00%	\$ 2,000,000
MHSA - Capital Facilities	24	0.00%	\$ 250,000
MHSA - Capital Funds	24	0.00%	\$ 1,000,000
AHP	24	0.00%	
Tax Credit Equity	N/A	N/A	\$ 2,452,820
Def. Fee and Costs	24	3.00%	\$ 1,957,289
Total Funds for Construction			\$ 36,815,109

B. Permanent Financing

<i>Name of Lender/Source</i>	<i>Term in Months</i>	<i>Interest Rate</i>	<i>Amount of Funds</i>	<i>Annual Debt Service</i>	<i>Residual Receipts/ Deferred Funds</i>
Perm Lender	420	5.00%	\$ -		N/A
Section 8 Overhang Loan	420	5.00%	\$ 1,378,145	83,500	N/A
City - Residential Loan	660	3.00%	\$ 2,000,000		Residual Receipts
City - Land Contribution + Roseville Hotel	660	3.00%	\$ 1,505,000		Residual Receipts
AHSC	660	5.00%	\$ 6,000,000		Residual Receipts
Sutter - Matching Funds	660	3.00%	\$ 2,000,000		
CDBG - 2016	660	3.00%	\$ 150,000		
CDBG - 2017	660	3.00%	\$ 200,000		
VHHP	660	3.00%	\$ 4,418,534		
MHSA - Capital Facilities	660	5.00%	\$ 250,000		Residual Receipts
MHSA - Capital Funds	660	5.00%	\$ 1,000,000		Residual Receipts
AHP	180	0.00%	\$ 740,000		N/A
Deferred Developer Fee/Costs	N/A	5.00%	\$ 821,297		Residual Receipts
Total Permanent Financing			\$ 20,462,976		
Tax Credit Equity			\$ 16,352,133		
Total Sources of Project Funds			\$ 36,815,109		

A. Development Budget

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
		96.0%	4.0%
LAND COST/ACQUISITION			
Land Cost or Value	1,505,000	1,444,800	60,200
Title/Escrow/Legal	50,000	48,000	2,000
Broker Fees	12,500	12,000	500
Acq Loan - Fees/Interest/Extensions	25,000	24,000	1,000
Total Land Cost or Value	1,592,500	1,528,800	63,700
Existing Improvements Value		-	-
Demolition	150,000	144,000	6,000
Total Acquisition Cost	1,742,500	1,672,800	69,700
REHABILITATION			
Site Work		-	-
Structures		-	-
Prevailing Wages		-	-
General Requirements		-	-
Contractor Overhead		-	-
Contractor Profit		-	-
General Liability Insurance		-	-
Total Rehab. Costs	-	-	-
Total Relocation Expenses	-	-	-
NEW CONSTRUCTION			
Site Work	1,500,000	1,440,000	60,000
Off Sites	600,000	576,000	24,000
Structures	15,000,000	14,400,000	600,000
Prevailing Wages	3,000,000	2,880,000	120,000
General Requirements	1,215,000	1,166,400	48,600
Contractor Overhead	810,000	777,600	32,400
Contractor Profit	810,000	777,600	32,400
General Liability Insurance	344,025	330,264	13,761
Total New Const. Costs	23,279,025	22,347,864	931,161

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
ARCHITECTURAL FEES			
Design	600,000	576,000	24,000
Supervision	275,000	264,000	11,000
Total Architectural Costs	875,000	840,000	35,000
Total Survey and Engineering	575,000	552,000	23,000
CONST. INTEREST & FEES			
Const. Loan Interest	747,698	717,790	29,908
Origination Fee	191,250	183,600	7,650
Credit Enhance. & App. Fee	25,000	24,000	1,000
Predev/Bridge Loan Fees/Interest	60,000	57,600	2,400
Taxes	17,500	15,995	1,505
Insurance	279,348	268,174	11,174
Title and Recording	60,000	57,600	2,400
Total Const. Interest & Fees	1,380,797	1,324,760	56,037
PERMANENT FINANCING			
Loan Origination Fee	13,781	13,230	551
Investor Legal	-	-	-
Bond Issuance Costs	175,000	168,000	7,000
Title and Recording	5,000	4,800	200
Perm Interest	589,900	566,304	23,596
CHFA Fee	10,000	9,600	400
Total Perm. Financing Costs	793,681	761,934	31,747
LEGAL FEES			
Lender Legal Pd. by Applicant	55,000	52,800	2,200
Other : Legal/Due Diligence	120,000	115,200	4,800
Other : Organizational/Accounting	85,000	81,600	3,400
Total Attorney Costs	260,000	249,600	10,400
RESERVES			
Transition Reserves	215,146	215,146	-
Capitalized Rent Reserves	-	-	-
*3- Month Operating Reserve	128,483	128,483	-
Total Reserve Costs	343,629	343,629	-
TOTAL APPRAISAL COSTS	12,000	12,000	-

	TOTAL PROJECT COST	RESIDENTIAL COST	COMMERCIAL COST
Construction Contingency Costs	1,171,451	1,124,593	46,858
OTHER			
TCAC App/Alloc/Monitor Fees	86,300	86,300	-
Relocation	107,350	107,350	-
Reproductions	20,000	19,200	800
Local Dev. Impact Fees	2,400,000	2,304,000	96,000
Permit Processing Fees	250,000	240,000	10,000
Marketing	45,000	43,200	1,800
Consulting Fees	50,000	48,000	2,000
Interior Design/Furnishings	750,000	250,000	500,000
Studies/Surveys	50,000	48,000	2,000
Soft Cost Contingency	150,000	144,000	6,000
Total Other Costs	3,908,650	3,290,050	618,600
Subtotals	34,341,733	32,519,230	1,822,503
DEVELOPER COSTS			
Developer Overhead/Profit	2,473,375	2,200,000	273,375
Consultant/Processing Agent	-	-	-
Project Administration	-	-	-
Syndicator Consulting Fees	-	-	-
Personal Guarantee Fees	-	-	-
Const. Mngmt Oversight by developer	-	-	-
Other (specify) _____	-	-	-
Total Developer Costs	2,473,375	2,200,000	273,375
TOTAL PROJECT COST	36,815,109	34,719,230	2,095,879

Income Information

(BREAK OUT UNIT SIZES BY VARYING AFFORDABILITY LEVELS)

(a) # of Brs	(b) # of Units	(c) Proposed Monthly Rent Less Utilities	(d) Total Monthly Rents (b x c)	(e) Monthly Utility Allowance	(f) Monthly Rent Plus Utilities (c + e)	(g) % of Area Median Income	PBV or VASH Sec. 811	(h) HUD Rents	(i) Diff. TCAC vs HUD Rents	(j) HUD Overhang Income
Low-Income Units										
1	19	346.60	6,585	44.00	390.6	30%	19	821.00	430.40	\$ 8,178
1	18	411.70	7,411	44.00	455.7	35%	18	821.00	365.30	\$ 6,575
2	1	411.60	412	57.00	468.6	30%		1,036.00	567.40	\$ -
2	3	724.00	2,172	57.00	781.0	50%		1,036.00	255.00	\$ -
2	5	880.20	4,401	57.00	937.2	60%		1,036.00	98.80	\$ -
3	3	470.20	1,411	71.00	541.2	30%		1,508.00	966.80	\$ -
3	3	650.60	1,952	71.00	721.6	40%		1,508.00	786.40	\$ -
3	13	650.60	8,458	71.00	721.6	40%	-	1,508.00	786.40	\$ -
3	9	1,011.40	9,103	71.00	1,082.4	60%		1,508.00	425.60	\$ -
Total #	74	Total	\$ 41,903				37	Total VASH/PBV's/811		\$ -

Avg Affordability - ALL UNITS

39.9%

Total Overhang Income - Monthly

\$ 14,753 \$ 19,636

Total Overhang Income - Annual

\$ 177,036 \$ 235,632

Managers' Units			
2	1	1,562	1,562
-	-	-	-
-	-	-	-
Total #	1	Total	\$ 1,562

AGGREGATE MONTHLY RENTS

FOR ALL UNITS **\$ 58,218**

x 12

AGGREGATE ANNUAL

RENTS FOR ALL UNITS (c **\$ 698,621**)

Commercial Rent Income \$ -

Total Units 75

Annual Residential Operating ExpensesGeneral Administrative

Advertising	\$ 1,000
Legal	\$ 5,500
Accounting/Audit	\$ 10,000
Other (General Admin.)	\$ 27,000

Total General Administrative

\$ 43,500

Management Fee

6%

\$ 40,282

Electricity	\$ 32,000
Gas	\$ 6,000

Total Utilities

\$ 38,000

Total Water/Sewer

\$ 41,950

Payroll/Payroll Taxes

On-site Manager	\$ 35,000
Manager's Unit	18,744
Assistant Manager	-
Maintenance/Janitorial Personnel	\$ 46,500
Payroll Taxes/Benefits	\$ 22,110

Total Payroll/Payroll Taxes

\$ 122,354

Total Insurance

\$ 13,875

Maintenance

Painting/Cleaning/Supplies	\$ 20,000
Repairs	\$ 20,000
Trash Removal	\$ 12,000
Exterminating	\$ 4,000
Grounds	\$ 10,000
Elevator	\$ 8,500
Other (Fire Sprinkler/Alarm Service)	\$ 3,500

Total Maintenance

\$ 78,000

Other (specify)

Misc.	\$ 5,000
City Fee	2,960
CHFA Fee	\$ 6,500

Total Other

\$ 14,460

*** TOTAL ANNUAL RESIDENTIAL OPERATING EXPENSES**

\$ 392,421

**** TOTAL NUMBER OF UNITS IN PROJECT**

75

ANNUAL OPERATING EXPENSES PER UNIT (divide */)**

\$ 5,232

TOTAL 3-MONTH OPERATING RESERVE

\$ 128,483

TOTAL SERVICE AMENITIES BUDGET

\$ 73,011

TOTAL RESERVE FOR REPLACEMENT

\$ 45,000

TOTAL REAL ESTATE TAXES

\$ 3,500

J. Annual Commercial Operating Expenses**TOTAL COMMERCIAL SPACE EXPENSES**

\$ -

TOTAL ANNUAL COMMERCIAL DEBT SERVICE

\$ -

15-YEAR CASH FLOW PROJECTION

Inflation Factor	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Rental Income - Gen A/B (Base Onk)	355,633	362,474	371,535	380,824	390,344	400,103	410,106	420,358	430,867	441,639	452,680	463,997	475,597	487,487	499,674
Rental Income - SN (Base Onk)	167,952	172,151	176,655	180,866	185,388	190,022	194,773	199,642	204,633	209,749	214,993	220,368	225,877	231,524	237,312
Rental Income - SN - Subsidy	177,036	181,462	185,998	190,648	195,415	200,300	205,307	210,440	215,701	221,094	226,621	232,287	238,094	244,046	250,147
Other - Residential - Gen A/B	4,229	4,334	4,443	4,554	4,668	4,784	4,904	5,027	5,152	5,281	5,415	5,548	5,687	5,829	5,975
Other - Residential - SN	4,117	4,220	4,326	4,434	4,545	4,658	4,775	4,894	5,017	5,142	5,271	5,402	5,537	5,676	5,818
TOTAL GROSS POTENTIAL REVENUE	706,967	724,641	742,757	761,326	780,359	799,868	819,865	840,361	861,370	882,905	904,977	927,602	950,792	974,562	998,926
Vacancy - Gen A/B	17,895	18,340	18,799	19,269	19,751	20,248	20,750	21,269	21,801	22,346	22,905	23,477	24,064	24,666	25,282
Vacancy - SN (Base Rent Onk)	17,207	17,637	18,078	18,530	18,993	19,455	19,935	20,434	20,965	21,519	22,026	22,577	23,141	23,720	24,313
Vacancy - SN - Subsidy	17,704	18,146	18,600	19,065	19,541	20,030	20,531	21,044	21,570	22,109	22,662	23,229	23,809	24,405	25,015
TOTAL NET RENTAL INCOME	671,370	688,154	705,358	722,992	741,067	759,594	778,584	798,048	817,999	838,449	859,411	880,896	902,918	925,491	948,628
Advertising	1,000	1,035	1,071	1,109	1,148	1,188	1,229	1,272	1,317	1,363	1,411	1,460	1,511	1,564	1,619
Legal	5,500	5,693	5,892	6,098	6,311	6,532	6,761	6,998	7,242	7,496	7,758	8,030	8,311	8,602	8,905
Accounting	10,000	10,350	10,712	11,087	11,475	11,872	12,283	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187
Other Administrative	27,000	27,943	28,923	29,935	30,983	32,068	33,190	34,352	35,554	36,798	38,082	39,419	40,799	42,227	43,705
Management Fee	40,282	41,692	43,151	44,662	46,225	47,843	49,517	51,250	53,044	54,901	56,822	58,811	60,869	63,000	65,205
Utilities	38,000	39,330	40,707	42,131	43,606	45,132	46,712	48,347	50,039	51,790	53,603	55,479	57,421	59,430	61,510
Water & Sewer	41,950	43,448	44,936	46,511	48,139	49,823	51,567	53,372	55,240	57,174	59,175	61,246	63,389	65,608	67,904
On Site Manager	35,000	36,225	37,493	38,805	40,163	41,569	43,024	44,530	46,088	47,701	49,371	51,099	52,887	54,738	56,659
Manager's Unit	18,741	19,400	20,079	20,782	21,509	22,262	23,041	23,848	24,682	25,546	26,440	27,366	28,323	29,315	30,341
Assistant Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maintenance Personnel	46,500	48,128	49,812	51,555	53,366	55,227	57,160	59,161	61,232	63,375	65,593	67,889	70,265	72,724	75,269
Other Payroll	22,140	22,884	23,685	24,514	25,372	26,260	27,179	28,130	29,115	30,134	31,188	32,280	33,410	34,579	35,789
Insurance	13,875	14,361	14,863	15,383	15,922	16,479	17,056	17,653	18,271	18,910	19,572	20,257	20,966	21,700	22,459
Rent Estate Taxes	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	4,352	4,439	4,528	4,618
Printing	20,000	20,780	21,425	22,174	22,950	23,754	24,585	25,446	26,336	27,258	28,212	29,199	30,221	31,279	32,374
Repairs	20,000	20,780	21,425	22,174	22,950	23,754	24,585	25,446	26,336	27,258	28,212	29,199	30,221	31,279	32,374
Trash Removal	12,000	12,420	12,855	13,305	13,770	14,252	14,751	15,267	15,802	16,355	16,927	17,520	18,133	18,767	19,424
Exterminating	4,000	4,140	4,285	4,435	4,590	4,751	4,917	5,089	5,267	5,452	5,642	5,840	6,044	6,256	6,475
Grounds Maintenance	10,000	10,350	10,712	11,087	11,475	11,872	12,283	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187
Other Maintenance	3,500	3,623	3,749	3,881	4,016	4,157	4,302	4,453	4,609	4,770	4,937	5,110	5,289	5,474	5,665
Elevation	8,500	8,798	9,105	9,424	9,754	10,095	10,449	10,814	11,193	11,585	11,990	12,410	12,844	13,294	13,759
Misc	14,460	14,966	15,490	16,032	16,593	17,174	17,775	18,397	19,041	19,707	20,397	21,111	21,850	22,615	23,406
Service Amenities	75,011	75,566	76,131	76,704	77,286	77,877	78,474	79,079	79,690	80,306	80,928	81,556	82,189	82,827	83,470
Replacement Reserve	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000
TOTAL EXPENSES	513,932	530,292	547,224	564,747	582,883	601,652	621,077	641,180	661,986	683,519	705,805	728,869	752,739	777,443	803,011
NET OPERATING RENTAL INCOME	157,438	157,862	158,134	158,245	158,184	157,942	157,507	156,868	156,013	154,930	153,606	152,027	150,179	148,048	145,618
DEBT SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Overriding Debt Service	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500	83,500
HCD Mandatory Debt Svc	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758	43,758
TOTAL HARD PAYMENT	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258	127,258
FORECASTED CASH AVAILABLE	30,180	30,605	30,877	30,987	30,927	30,684	30,249	29,610	28,756	27,673	26,348	24,770	22,922	20,790	18,360
Debt Coverage Ratio	1.24	1.34	1.34	1.24	1.24	1.24	1.24	1.23	1.23	1.22	1.21	1.19	1.18	1.16	1.14
Asset Management Fee	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563
Partnership Management Fee	10,000	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439	13,842	14,258	14,685	15,126
Del Dev Fee Balance	82,297	813,707	806,129	798,648	791,349	784,327	777,680	771,310	765,929	761,052	757,002	753,907	751,904	751,136	751,753
Del Dev Fee Payment	7,590	7,577	7,482	7,298	7,022	6,648	6,169	5,581	4,877	4,051	3,095	2,002	768	(619)	(2,164)