



City Council Chambers, 311 Vernon Street

roseville.ca.us

The City of Roseville welcomes your participation.

Meeting Schedule: Regular meetings of the City Council are held on the first and third Wednesday of each month at 6:00 p.m.

Two Public Comment Periods for Non-Agenda Items: A total of twenty-five (25) minutes is allotted for public comments. At the beginning and end of the meeting, each speaker has three (3) minutes to address the Mayor/Chair on issues that are not listed on the agenda and are within the City's jurisdiction. Please submit a yellow speaker card to the City Clerk before the item is heard if you wish to make a comment. You will still have an opportunity to comment if you haven't filled out a yellow speaker card.

Brown Act: The City Council cannot discuss or act on items not listed on the agenda. Public Comment on Agenda Items: Each speaker has five (5) minutes to address items that are listed on the agenda.

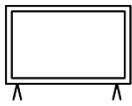
Levine Act Provisions: If you've made a campaign contribution totaling more than \$500 (\$250 prior to January 1, 2025) to City Council Members in the last twelve (12) months, you must disclose it before addressing an item on the agenda. Please visit Levine Act – City of Roseville for updated forms and information.

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

Americans with Disabilities Act: If special assistance is required to participate in a meeting, including the need of auxiliary aids or services, please notify the City Clerk at least 72 hours in advance of the meeting. City Clerk 311 Vernon Street cityclerkroseville@roseville.ca.us 916-774-5263 TDD: 916-774-5220

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

Viewing Options: The City of Roseville provides three options for viewing meetings:

In person  Meetings take place at the City Council Chambers, 311 Vernon Street	Online  Watch meetings live on the City's YouTube channel or at roseville.ca.us/watch. Past meetings are also available on the City's YouTube channel.	On TV  Watch live on government access channel (Comcast 14).
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Krista Bernasconi, Mayor
Karen Alvord, Vice Mayor
Bruce Houdesheldt, Councilmember
Tracy Mendonsa, Councilmember
Pauline Roccucci, Councilmember
Dominick Casey, City Manager
Michelle Sheidenberger, City Attorney
Carmen Avalos, City Clerk

AGENDA

City Council / Housing Authority Meeting

June 4, 2025

6:00 PM

City Council Chambers, 311 Vernon Street

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MEETING PROCEDURES

V. PUBLIC COMMENTS

This is the first opportunity to make a public comment on non-agenda items.

VI. CONSENT CALENDAR

**1. Western System Power Pool Agreement Collateral Annex
(ELECTRIC DEPARTMENT - FINANCIAL & ADMINISTRATIVE)**

Summary: Staff recommends approval of the Western Systems Power Pool (WSPP) Collateral Annex, including the Cover Sheet Elections, with Altop Energy Trading LLC ("Altop"). These documents supplement the WSPP Agreement previously executed by the City and establish industry-standard credit and collateral provisions that would apply to any future wholesale physical power transactions with Altop under the WSPP framework. There is no cost associated with the execution of these documents.

CONTACT: Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-185 approving the Western Systems Power Pool Collateral Annex and Cover Sheet Elections, by and between the City of Roseville and Altop Energy Trading, LLC, and authorizing the City Manager to execute them on behalf of the City of Roseville.

2. Silver Spruce (KT-52) Park – Award of Contract and Budget Adjustment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with TJR Resources, Inc. in the amount of \$2,822,254 for the KT-52 School Park Project. Staff also recommends approval of a budget adjustment in the amount of \$45,000 for the KT-52 School Park Project. Funding for this project was approved in the FY2022-23 budget (for design) and in the FY2023-24 budget (for construction) through the Neighborhood Park - Sierra Vista Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-175 approving an agreement, by and between the City of Roseville and TJR Resources, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6946 authorizing certain amendments to the Fiscal Year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

3. Lower Bank Park (C-63) - Award of Contract and Budget Adjustment (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - PARK DEVELOPMENT)

Summary: Staff recommends approval of an agreement with Brightview Landscape Development, Inc. in the amount of \$1,190,741 for the Lower Bank Park Project. Staff also recommends approval of a budget adjustment in the amount of \$350,000 from the General Fund for the Lower Bank Park Project. Funding for construction of this park was included in the FY2023-24 capital improvement project budget in the Neighborhood Park - Creekview Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-179 approving an agreement, by and between the City of Roseville and Brightview Landscape Development, Inc., and authorizing the City Manager to execute it on behalf of the City of Roseville; and

b. Adopt Ordinance No. 6950 authorizing certain amendments to the fiscal year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

4. Winding Creek Adventure Club - Reimbursement Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - RECREATION)

Summary: Staff recommends approval of a reimbursement agreement with Roseville City School District for architectural and civil design services, DSA (Division of State Architect) permitting and construction administration services, plumbing and electrical services, and DSA inspection services to connect and install a City of Roseville purchased modular building to operate a new Adventure Club at Winding Creek Elementary School opening in fall of 2026. The reimbursement agreement should not exceed \$234,508, including contingencies, and is funded by a General Fund subsidy to the Youth Development Fund.

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

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-184 approving a Reimbursement Agreement, by and 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.

5. Roseville Aquatics Complex - Woodcreek SeaWolves Joint Use Agreement (PARKS, RECREATION, AND LIBRARIES DEPARTMENT - RECREATION)

Summary: Staff recommends approval of an agreement with the Woodcreek SeaWolves for the purpose of joint use of the Roseville Aquatics Complex. The Woodcreek SeaWolves will pay the City an annual rental fee over the term of this agreement in addition to fees for their use in excess of the agreement. The total General Fund revenues from the agreement are expected to be \$57,802.

CONTACT: Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution 25-180 approving a Joint Use Agreement, by and between the Woodcreek Seawolves and the City of Roseville, and authorizing the City Manager to execute it on behalf of the City of Roseville.

6. Permit Center Renovation (RFQ 10-3406) - Spending Authority Increase (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval to increase the change order authority to a 20% construction contingency for the contract purchase agreement with JPB Designs Inc. The cost of the agreement is \$532,000. An authorized change order authority of up to 20% (\$106,400) as a construction contingency, would bring the total contract amount to \$638,400. The Permit Center Remodel Project is budgeted in the General Fund.

CONTACT: Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-185 approving an increase in spending authority.

7. 116 S. Grant Building Façade and Envelope Design - Professional Design Services Agreement and Budget Adjustment (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends approval of a professional design services agreement with Heller Manus Architects in the amount of \$489,745 for the 116 S. Grant Building Facade and Envelope Project. Additionally, staff recommends approval of a budget adjustment of \$565,000. The budget adjustment will appropriate available resources in the Electric Fund to the 116 S. Grant Building and Envelope Project for the design contract and staff time.

CONTACT: Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 25-181 approving a Professional Design Services Agreement, by and between the City of Roseville and Heller Manus, Inc. dba Heller Manus Architects, and authorizing the City Manager to execute it on behalf of the City of Roseville; and
- b. Adopt Ordinance No. 6951 authorizing certain amendments to the Fiscal Year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

8. Parking Garage Elevator Rehabilitation Project - 405 Vernon Street Elevator Upgrade (RFQ 10-3394) - Notice of Completion (PUBLIC WORKS DEPARTMENT - FACILITIES)

Summary: Staff recommends that the City Council accept the Parking Garage Elevator Rehabilitation Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion. The total cost of the construction contract with Specialized Elevator Services was \$100,885. Funding for this project was included in the General Fund budget during the 2024-25 fiscal year.

CONTACT: Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

The City Council will consider the recommendation to:

- a. Accept the Parking Garage Elevator Rehabilitation Project as complete; and
- b. Adopt Resolution No. 25-182 accepting the public work known as the Parking Garage Elevator Rehabilitation Project, approving the "Notice of Completion", and authorizing the Public Works Director to execute said notice on behalf of the City of Roseville.

9. Edward Byrne Memorial Justice Assistance Grant Program - Approval of Non-Capital Project, Grant Award, and Budget Adjustment (POLICE DEPARTMENT)

Summary: Staff recommends that the City Council authorize a new non-capital project, accept the FY2024 Edward Byrne Memorial Justice Assistance Grant, and approve a budget adjustment to appropriate \$17,653 of grant funding in the City's Grants Fund.

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 25-176 accepting a Grant Award from the United States Department of Justice, Office of Justice programs, and authorizing the City Manager to execute the required documents on behalf of the City of Roseville; and
- b. Adopt Ordinance No. 6947 authorizing certain amendments to the Fiscal Year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

10. Website Redesign and Content Management System (RFP 12-032) - Contract Purchase Agreement (INFORMATION TECHNOLOGY DEPARTMENT - STRATEGIC PLANNING)

Summary: Staff recommends approval of a contract purchase agreement with Revize, LLC in the amount of \$245,019 in the current fiscal year to provide a replacement of the Content Management System and the Website Redesign. Additionally, staff requests the City Council to authorize the City Manager or his designee to approve change orders up to an additional 10% to cover unexpected changes to the project scope or schedule. Staff requests authorization for three optional renewal years without further Council approval, pending Council's approval of the yearly budget. Funding is included in the Citywide Content Management System Replacement Project budget in the Information Technology Replacement Fund.

CONTACT: Sydney Finch 916-774-1175 SMFinch@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-191 approving a contract purchase agreement, by and between the City of Roseville and Revize LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

11. Sierra View Country Club Project - Notice of Completion (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends that the City Council accept the Sierra View Country Club project as complete and adopt a resolution to authorize the City Engineer to execute the Notice of Completion. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CONTACT: Daniel Jacobo 916-774-5486 djjacobo@roseville.ca.us

The City Council will consider the recommendation to:

a. Adopt Resolution No. 25-177 accepting the public work known as Sierra View Country Club project, approving the "Notice of Completion", and authorizing and directing the City Engineer to execute said notice on behalf of the City of Roseville, therefore, and accepting all dedications offered on the recorded map of the subdivision.

12. Westbrook - WB-42 Parcel 2 - Final Map and Subdivision Agreement (DEVELOPMENT SERVICES DEPARTMENT - ENGINEERING DIVISION)

Summary: Staff recommends approval of the Westbrook - WB-42 Parcel 2 final map and approval of a Subdivision Agreement with Taylor Morrison of California, LLC. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 53 residential lots and 5 landscape lots. The actions requested have no fiscal impact on the City's General Fund.

CONTACT: Darren Ertis dwertis@roseville.ca.us

The City Council will consider the recommendation to:

- a. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon, and accept, subject to improvement, the public rights of way and Lots A and B offered thereon, and approve the abandonment of the rights of way and easements listed thereon; and
- b. Adopt Resolution 25-178 approving a Subdivision Agreement, by and between the City of Roseville and Taylor Morrison of California, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

13. Water Security Project – Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff recommends approval of a budget adjustment in the amount of \$300,000 to cover the costs of the Water Security Project. Funding is available from the Water Operations Fund.

CONTACT: William Montz 916-774-5545 wlmontz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Ordinance No. 6948 authorizing certain amendments to the Fiscal Year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

14. On-Call Construction Fencing Services - Contract Purchase Agreement Amendment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: This item requests City Council approval to increase the On-Call Construction Fencing Contract Purchase Agreement for Crusader Fence Company for fiscal year 2024-25, from a not-to-exceed cost for the services of \$350,000 per year up to \$750,000 per year, for up to three years. The fencing projects may be funded by the Environmental Utilities Rehabilitation Program, operating budgets, or capital improvement projects.

CONTACT: William Montz 916-774-5545 wlmontz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 25-189 approving amendment #1 to contract purchase agreement, by and between the City of Roseville and Crusader Fence Company, LLC, and authorizing the City Manager to execute it on behalf of the City of Roseville.

15. Church Street and Pump Station 26 Collection System Improvements Project – Increase in Spending Authority and Budget Adjustment (ENVIRONMENTAL UTILITIES DEPARTMENT - TECHNICAL SERVICES)

Summary: Staff requests authorization for the City Manager or his designee to approve and pay for contract change orders for the Construction Agreement with Mountain Cascade, Inc. for the Church Street and Pump Station 26 Collection System Improvements Project (Project) that could

increase the original contract amount for Schedule A by no more than 17%, or \$718,360. This item also requests approval of a \$400,000 budget adjustment for the Project using available resources in the Wastewater Rehabilitation Fund.

CONTACT: William Montz 916-774-5545 wlmontz@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 25-188 approving an increase in spending authority; and
- b. Adopt Ordinance No. 6952 authorizing certain amendments to the Fiscal Year 2024-25 budget and declaring this ordinance to be immediately effective as an appropriation measure.

16. Second Reading - Roseville Designation of Fire Hazard Severity Zone Map (FIRE DEPARTMENT)

Summary: Approve an ordinance for second reading and adoption designating moderate, high and very high fire hazard severity zones within the City of Roseville as required by California Government Code section 51179.

CONTACT: Michael Bradley 916-774-5400 mbradley@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Ordinance No. 6949 designating moderate, high and very high fire hazard severity zones within the City of Roseville.

17. Second Reading - Water, Wastewater, and Waste Services - Proposed Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2025-26 and Fiscal Year 2026-27 (ENVIRONMENTAL UTILITIES DEPARTMENT)

Summary: Approve an ordinance for second reading and adoption for proposed rate adjustments effective July 4, 2025, and July 1, 2026, for water, wastewater, and waste services utility rates and associated amendments to the Roseville Municipal Code.

CONTACT: Shane Whittington 916-774-5557 slwhittington@roseville.ca.us

The City Council will consider the recommendation to:

- a. Adopt Ordinance No. 6953 amending Sections 9.12.030, 9.12.070, 9.12.090, 9.12.130 of Chapter 9.12 of title 9, sections 14.08.090 and 14.08.100 of Chapter 14.08, Section 14.16.200 of Chapter 14.16 and Section 14.17.080 of Chapter 14.17 of title 14 of the Roseville Municipal Code regarding Waste, Wastewater, and Waste Services rates.

18. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 1st Qtr 2025 (ECONOMIC DEVELOPMENT DEPARTMENT - HOUSING)

Summary: Staff recommends the City Council, acting as the Roseville Housing Authority Board, receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

CONTACT: Danielle OConnell 916-774-5277 doconnell@roseville.ca.us

a. This is an informational item and requires no City Council action.

END OF CONSENT CALENDAR

VII. PRESENTATIONS/REPORTS

19. Council Discretionary Funds - Roseville Community Crime Stoppers (CITY MANAGER DEPARTMENT - CITY MANAGER)

Summary: Staff recommends City Council consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run. The City Council has funded prior years' requests at \$2,000. The balance remaining in the Council Discretionary Funds for FY2024-25 is \$7,821.

CONTACT: Heather Blanco 916-746-1171 hblanco@roseville.ca.us

The City Council will consider the recommendation to:

a. Consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run in the amount of \$2,000.

20. Roseville Municipal Code Update - Revised Fine Schedule and Bail Schedule (CITY ATTORNEY DEPARTMENT)

Summary: Staff recommends the City Council introduce for first reading an ordinance amending Chapters 1.20 and 2.50 of the Roseville Municipal Code regarding general penalties and administrative citations. Staff further recommends the City Council adopt a resolution, which shall be contingent upon and will only take effect if the ordinance amending Chapters 1.20 and 2.50 is fully adopted, establishing a new fine schedule and bail schedule, and repealing Resolution 24-114 and Resolution 24-159.

CONTACT: Travis Cochran 916-774-5325 tecochran@roseville.ca.us

The City Council will consider the recommendation to:

a. Introduce for first reading an ordinance amending Chapters 1.20 and 2.50 of the Roseville Municipal Code regarding general penalties and administrative citations; and

b. Adopt Resolution No. 25-190 adopting a fine schedule and bail schedule for enforcement of municipal code violations and repealing resolutions 24-114 and 24-159.

VIII. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: Public Hearing Process
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City Council, when considering the matter, will take the following actions:
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| <ol style="list-style-type: none">1. Open the Public Hearing |
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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

Any challenges in court about public hearing matters noticed on this agenda may be limited to only those issues, that were raised orally at the public hearing or in written form received by the City on or before the hearing.

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

21. Social Connection - 350 Conference Center Drive - Fee Deferral (ECONOMIC DEVELOPMENT DEPARTMENT)

Summary: Staff recommends approval of a fee deferral for Social Connection, a restaurant/brewery container park with beer garden within the Roseville Junction development, in the amount of approximately \$247,876, until final of building permit/building occupancy. An annual interest rate equivalent to the city's pooled interest rate, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferrals and an administrative processing fee is to be charged to each building permit.

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

The City Council will consider the recommendation to:

- a. Adopt Resolution No. 25-183 approving a Fee Deferral for the Social Connection, 350 Conference Center Drive.

22. Roseville Municipal Code Updates - Zoning and Subdivision Ordinance (DEVELOPMENT SERVICES - PLANNING)

Summary: Staff recommends the City Council introduce for first reading an Ordinance amending Chapters 19.08, 19.10, 19.12, 19.14, 19.22, 19.26, 19.28, 19.33, 19.60, 19.76, and 19.82 of the Roseville Municipal Code regarding Commercial, Residential, and Industrial Zones, Use Type Classifications, Accessory Uses, Parking Requirements, Density Bonus Regulations, Accessory Dwelling Units, Permit Requirements, and Major Project Permit Processing; introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps; and adopt a resolution affirming the City's ministerial process for the approval of affordable housing projects.

CONTACT: Eric Singer 916-774-5536 ejsinger@roseville.ca.us

The City Council will consider the recommendation to:

- a. Introduce for first reading an Ordinance amending Chapters 19.08, 19.10, 19.12, 19.14, 19.22, 19.26, 19.28, 19.33, 19.60, 19.76, and 19.82 of the Roseville Municipal Code regarding Commercial, Residential, and Industrial Zones, Use Type Classifications, Accessory Uses, Parking Requirements, Density Bonus Regulations, Accessory Dwelling Units, Permit Requirements, and Major Project Permit Processing; and
- b. Introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps; and
- c. Adopt Resolution No. 25-187 of the City Council affirming the City's ministerial process for the approval of affordable housing projects.

IX. PUBLIC COMMENTS

This is the second opportunity to make a public comment on non-agenda items.

X. STAFF/COUNCIL REPORTS

XI. ADJOURNMENT

Title:	Western System Power Pool Agreement Collateral Annex
Contact:	Glenn Hoffman 916-746-1670 ghoffman@roseville.ca.us

SUMMARY

Staff recommends approval of the Western Systems Power Pool (WSPP) Collateral Annex, including the Cover Sheet Elections, with Altop Energy Trading LLC (“Altop”). These documents supplement the WSPP Agreement previously executed by the City and establish industry-standard credit and collateral provisions that would apply to any future wholesale physical power transactions with Altop under the WSPP framework. There is no cost associated with the execution of these documents.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the WSPP Collateral Annex and Cover Sheet Elections with Altop Energy Trading LLC.

BACKGROUND

Council approved updated Electric Utility Risk Management Policies in November 2024. These policies require Roseville Electric Utility to manage the financial risks associated with providing electricity by limiting cost exposure through the procurement of fixed-price electricity and natural gas over a three-year planning horizon.

Roseville Electric Utility has historically used the Western Systems Power Pool (WSPP) Agreement as its standard contractual framework for physical power transactions. The Collateral Annex and Cover Sheet Elections are standardized supplements to that agreement, used to define bilateral credit and collateral obligations with individual counterparties. These documents provide enhanced credit protections to the City by requiring the posting of collateral when exposure thresholds are exceeded or credit conditions change.

While both Roseville and Altop are WSPP signatories, they have not previously transacted under the WSPP framework. Executing the Collateral Annex and Cover Sheet Elections with Altop does not authorize any transactions but ensures credit protections are in place should Roseville elect to transact with Altop in the future.

Any such transactions will remain subject to the City’s Energy Trading Authority Policy (Resolution No. 24-367), approved by City Council on November 6, 2024.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the WSPP Collateral Annex and Cover Sheet Elections with Altop Energy Trading LLC, as these documents serve as enabling agreements. No transactions are currently pending between the parties under the WSPP framework. Any future transactions conducted under the agreement will be subject to the Roseville Electric Utility Energy Risk Management Policies and must comply with the Energy Trading Authority Policy.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Updates to the Energy Risk Policies are not considered a “project” as defined by CEQA and consequently no CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world

Respectfully Submitted,
Glenn Hoffman, Electric Resources Planner

Daniel Beans, Electric Utility Director

ATTACHMENTS:

1. Resolution 25-186
2. WSPP Collateral Annex with Altop Partially Executed
3. WSPP Collateral Annex Cover Sheet with Altop Partially Executed
4. WSPP Agreement

REVIEWERS:

Glenn Hoffman, Electric Department - Financial & Administrative	Created/Initiated - 5/7/2025
Joanna Cucchi, Electric Department - Financial & Administrative	Approved - 5/13/2025
Shawn Matchim, Electric Department - All	Approved - 5/22/2025
Daniel Beans, Electric Department - All	Approved - 5/22/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-186

APPROVING THE WESTERN SYSTEMS POWER POOL COLLATERAL ANNEX AND COVER SHEET ELECTIONS, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTOP ENERGY TRADING, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Roseville Electric Utility has historically used the Western Systems Power Pool (WSPP) Agreement as its standard contractual framework for physical power transactions; and

WHEREAS, the Collateral Annex and Cover Sheet Elections are standardized supplements to that agreement, used to define bilateral credit and collateral obligations with individual counterparties; and

WHEREAS, the Collateral Annex and Cover Sheet Elections to the WSPP Agreement, have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Western Systems Power Pool Collateral Annex and Cover Sheet Elections are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

COLLATERAL ANNEX to the WSPP AGREEMENT

This Collateral Annex to the WSPP Agreement together with the Cover Sheet Elections (collectively, the "Collateral Annex"), between City of Roseville ("Party A") and Altop Energy Trading LLC ("Party B") (each a "Party" and, collectively, the "Parties"), is applicable to all transactions between the Parties conducted under the WSPP Agreement, including any amendments and annexes thereto agreed between the Parties (collectively, the "WSPP Agreement").

The Obligations of each Party to the other Party under the WSPP Agreement shall be secured in accordance with the provisions of this Collateral Annex, which sets forth the conditions under which a Party will be required to deliver Performance Assurance and the conditions under which a Party will be required to release and return Performance Assurance. To the extent there are any inconsistencies between the terms and conditions of the WSPP Agreement and this Collateral Annex, this Collateral Annex shall prevail. To the extent there are any inconsistencies between the terms and conditions of this Collateral Annex, excluding the Cover Sheet Elections, and the Cover Sheet Elections, the Cover Sheet Elections shall prevail.

1. Definitions.

For purposes of this Collateral Annex, the following terms have the meanings set forth below or in the provisions referred to below:

"Beneficiary Party" means, at any time, the Party entitled to receive, or that has received and is the beneficiary of, Performance Assurance provided by, or on behalf of, the Posting Party.

"Business Day(s)" has the meaning stated in section 4.1b of the WSPP Agreement.

"Cash" means U.S. dollars held by, or on behalf of, a Party as Performance Assurance and which shall be, for purposes of obtaining and perfecting a security interest hereunder, treated as "money" as defined in the UCC.

"Custodial Bank" means a Qualified Institution that has executed a Deposit Account Agreement.

"Collateral Annex" has the meaning stated in the introductory paragraph of this Collateral Annex.

"Collateral Threshold" means, with respect to a Party, the collateral threshold, if any, set forth in Part I of the Cover Sheet Elections for that Party, or if no amount is set forth for such Party, such amount shall be zero (0).

"Credit Rating" means, with respect to an entity other than a Qualified Institution, but including, as applicable, a Party or its Guarantor, as the case may be, on any date of determination: (a) the rating then assigned to such entity's (i) unsecured debt (such debt not supported by third-party credit enhancement) or (ii) if such rating in clause (i) is unavailable, its corporate credit rating, in each case as issued by Standard & Poor's ("S&P"), Moody's Investors

Service ("Moody's"), or Fitch, Inc. ("Fitch") or other rating agency or agencies to which the Parties may agree in writing, or (b) other such rating to which the Parties may agree in writing, and as further defined or described by the Parties in the Cover Sheet Elections. With respect to a Qualified Institution, "Credit Rating" refers to the ratings issued to the applicable commercial bank or trust company by S&P or Moody's. "S&P," "Moody's" and "Fitch" each includes its successors.

"Collateral Requirement" has the meaning stated in Section 4(c) of this Collateral Annex.

"Dealer" has the meaning stated in Section 4.2b of the WSPP Agreement except that no Party or any parent, subsidiary, or other affiliate of a Party shall be a Dealer for purposes of this Collateral Annex.

"Demand Notice" has the meaning given in Section 4(a) hereof.

"Deposit Account" means a demand, time, savings, passbook or similar account maintained with a Qualified Institution and subject to a Deposit Account Agreement, which Deposit Account shall, for purposes of obtaining and perfecting a security interest hereunder, be a "deposit account" as defined in UCC § 9-102.

"Deposit Account Agreement" is an agreement, executed by the Parties and a Custodial Bank with which the Deposit Account is or will be maintained under this Agreement, that provides the Beneficiary Party with control of the Deposit Account within the meaning of UCC § 9-104.

"Defaulting Party" has the meaning stated in Section 22.1 of the WSPP Agreement.

"Downgrade Event" has the meaning stated in Section 6(a)(iv) of this Collateral Annex.

"Downgraded Party" has the meaning stated in Section 6(a)(iv) of this Collateral Annex.

"Early Termination" means a termination of one or more transactions in accordance with Section 22.2 of the WSPP Agreement due to an Event of Default.

"Eligible Beneficiary Party" has the meaning stated in Section 6(a)(i) of this Collateral Annex.

"Event of Default" has the meaning stated in Section 22.1 of the WSPP Agreement as modified by Section 3 of this Collateral Annex.

"Guarantor" has the meaning stated in Section 4.7e of the WSPP Agreement and is the entity, if any, identified in Part I of the Cover Sheet Elections.

"Interest Rate" has the meaning stated in Part VI of the Cover Sheet Elections.

"LC Issuer" means (a) an entity having a capital surplus of at least one billion United States dollars (\$1,000,000,000.00) and having a Credit Rating of at least (i) "A-" by S&P and "A3" by Moody's, if such entity is rated by S&P and Moody's, or (ii) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's, but not both, or (b) any other entity to which the Parties agree in the Cover Sheet Elections or otherwise in writing, provided, that the

Parties may agree to another definition of LC Issuer in Part VII of the Cover Sheet Elections or otherwise in writing, which other definition shall supercede the foregoing.

“Letter of Credit” means an irrevocable, non-transferable, standby letter of credit, issued by a LC Issuer in a form consistent with the Parties’ agreements stated in Part VII of the Cover Sheet Elections and which letter of credit is otherwise reasonably acceptable to the Beneficiary Party.

“Letter of Credit Default” means with respect to an outstanding Letter of Credit and prior to the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Collateral Annex, the occurrence of any of the following events: (a) the issuer of the Letter of Credit has failed to satisfy the criteria of a LC Issuer under this Collateral Annex, the Cover Sheet Elections, or other agreements of the Parties, as applicable; (b) the LC Issuer has failed to comply with or perform its obligations under such Letter of Credit, including, but not limited to a failure to comply with a request to draw thereon in accordance with its terms; (c) the LC Issuer has disaffirmed, disclaimed, repudiated or rejected, in whole or in part, or challenged the validity of, such Letter of Credit; (d) such Letter of Credit has expired or terminated, or has failed or ceased to be in full force and effect at any time during the term of any transaction under the WSPP Agreement for which Performance Assurance is required to be kept in full force and effect hereunder, in any such case without replacement within three (3) Business Days following the date such Letter of Credit expired, terminated or failed or ceased to be in full force and effect; (e) the LC Issuer has initiated or become subject to, or any other party has initiated against LC Issuer (i) a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding under federal or state law, (ii) a similar proceeding for relief under any federal or state bankruptcy or insolvency law affecting creditor’s rights, or (iii) a proceeding to liquidate or wind-up the business or affairs of the LC Issuer; (f) the LC Issuer makes an assignment for the benefit of creditors; or (g) the LC Issuer admits in writing its inability to pay its debts generally as they become due.

“Material Adverse Change” has the meaning stated, for the applicable Party, in Part II of the Cover Sheet Elections.

“Minimum Transfer Amount” means, with respect to a Party, the amount set forth in Part IV of the Cover Sheet Elections for such Party, or if no amount is filled in for such Party, such amount shall be zero (0).

“Non-Performing Party” has the meaning stated in Section 21.3 of the WSPP Agreement.

“Obligations” means, with respect to a Posting Party (a) all debts, liabilities and amounts due or that may become due from the Posting Party to the Beneficiary Party pursuant to (i) the WSPP Agreement, (ii) all outstanding Confirmation Agreements between the Parties under the WSPP Agreement, (iii) this Collateral Annex, (iv) any Security Agreement and (v) any other documents, instruments or agreements executed in connection therewith; and (b) all amounts owed under any modifications, renewals or extensions of the foregoing.

“Party” and “Parties” have the respective meanings stated in the introductory paragraph of this Collateral Annex.

“Performance Assurance” means collateral in the form of (i) Cash (whether posted directly with a Beneficiary Party or the Custodial Bank in a Deposit Account, (ii) a Letter of

Credit, or (iii) other security in form and subject to terms and conditions that are acceptable to the Beneficiary Party in its sole and absolute discretion. Interest payments on Cash held by a Beneficiary Party will constitute Performance Assurance in the form of Cash. Interest payments on Cash deposited into or otherwise held in a Deposit Account with a Custodial Bank will constitute a part of the Deposit Account held as Performance Assurance. For all purposes hereunder, Performance Assurance in the form of Cash is a margin payment within the meaning of the Bankruptcy Code, 11 U.S.C. § 101 et seq., including but not limited to sections 101(38), 362(b)(6), 546(e), 548(d), and 556 thereof.

"Posting Deadline" has the meaning given in Part VI of the Cover Sheet Elections.

"Posting Party" means, at any time, the Party required to post, or that has posted, Performance Assurance to, or for the benefit of, the Beneficiary Party.

"Potential Event of Default" means an event which, (a) with the giving of notice required under Section 22.1 of the WSPP Agreement, if any is required, and (b) the failure to remedy or cure under Section 22.1 of the WSPP Agreement, if remedy or cure is permitted, or both (a) and (b), would be an Event of Default.

"Qualified Institution" means (a) a commercial bank or trust company organized under the laws of the United States or Canada or a political subdivision thereof having a capital surplus of at least one billion United States dollars (\$1,000,000,000.00) and having a Credit Rating of at least (i) "A-" by S&P and "A3" by Moody's, if such entity is rated by S&P and Moody's or (ii) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's, but not both, or (b) any other commercial bank or trust company, or other entity, to which the Parties agree in writing.

"Reduction Deadline" has the meaning given in Part VI of the Cover Sheet Elections.

"Replacement Letter of Credit" has the meaning given in Section 6(c) hereof.

"Replacement Performance Assurance" has the meaning given in Section 6(c) hereof.

"Rounding Amount" means, with respect to a Party, the amount, set forth in the Cover Sheet Elections for such Party, or if no amount is filled in for such Party, such amount shall be zero (0).

"Security Agreement" means a Security Agreement, which may be in the form attached hereto, applicable to Performance Assurance in a form other than Cash or a Letter of Credit.

"Termination Date" means the date on which the Beneficiary Party shall have received full and final payment of all of the Obligations.

"Termination Payment" means, for purposes of this Collateral Annex, the Termination Payment calculated under Section 22.3 of the WSPP Agreement.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Utah, without regard to the conflicts of laws rules thereof, except to the extent that the perfection, the effect of perfection or nonperfection and the priority of the security interest granted hereunder, or remedies hereunder, are governed by the law of any jurisdiction other

than the State of Utah, the term UCC shall mean the Uniform Commercial Code of such other jurisdiction as necessary to give complete effect to this Collateral Annex.

"WSPP Agreement" has the meaning stated in the introductory paragraph of this Collateral Annex.

2. Encumbrance; Grant of Security Interest.

- (a) As security for the prompt and complete payment and performance when due of a Party's Obligations now existing or hereafter arising, each Party hereby pledges, assigns, conveys and transfers to the other Party, and hereby grants to the other Party, a present and continuing security interest in and to, and a general first lien upon and right of set off against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Party or a Custodial Bank, for the benefit of such other Party, and all interest and other proceeds from time to time received or receivable in respect of, or in exchange for, any or all of the foregoing. Each Party agrees to take such action as the other Party reasonably requests in order to create and perfect the other Party's continuing security interest in, lien on, and right of setoff against, such Performance Assurance.
- (b) The security interest created hereunder shall (i) remain in full force and effect until the security interest granted hereby is terminated in accordance with the second sentence of this Section 2(b), (ii) be binding upon the Posting Party, its successors and assigns and (iii) inure to the benefit of the Beneficiary Party and its successors, transferees and assigns. On the Termination Date, the security interest granted hereunder shall terminate and all rights to the Performance Assurance shall revert to the Posting Party. Upon such termination, the Beneficiary Party shall return all Performance Assurance in its possession or otherwise under its control to the Posting Party pursuant to Section 5(b) of this Collateral Annex and, at the Posting Party's expense, execute and deliver to the Posting Party such documents as the Posting Party shall reasonably request to evidence termination of the security interest.
- (c) The security interest created hereunder is in addition to, and not in lieu of, any and all remedies that may be available under the WSPP Agreement.
- (d) In the event a Party claims in any judicial proceeding that the grant set forth in Section 2(a) of this Collateral Annex is ineffective and fails to prevail on the claim, then that Party shall pay the other Party's reasonable attorneys fees incurred in defending against the claim.

3. Additional Events of Default.

The following event is added as an additional Event of Default under Section 22.1 of the WSPP Agreement and is incorporated therein for all purposes under this Collateral Annex:

- (f) A Party fails to establish, maintain, transfer or extend Performance Assurance, or return Excess Performance Assurance, in any such case when required pursuant to the Parties' Collateral Annex.

4. Collateral Requirement.

- (a) From time to time, on any Business Day prior to 1 p.m. New York time (but no more than once daily), the Beneficiary Party may demand by notice (each a "Demand Notice") that the Posting Party transfer Performance Assurance to or for the benefit of the Beneficiary Party, in an amount no less than the Collateral Requirement, provided that both conditions (i) and (ii) of this Section 4(a) are satisfied.
- (i) No Event of Default has occurred and is continuing where the Beneficiary Party is the Defaulting Party and no Potential Event of Default exists where the Beneficiary Party is the potentially Defaulting Party;
- (ii) No Early Termination has occurred or been designated with respect to such Beneficiary Party.
- (b) After receiving a Demand Notice from the Beneficiary Party pursuant to Section 4(a) of this Collateral Annex, the Posting Party shall, by the Posting Deadline, transfer, or cause to be transferred to the Beneficiary Party or a Custodial Bank, as the case may be, Performance Assurance to, or for the benefit of, the Beneficiary Party, in an amount no less than the Collateral Requirement as defined in Section 4(c) of this Collateral Annex, provided, however, that a Posting Party shall not have an obligation to transfer Performance Assurance until the Collateral Requirement exceeds the Minimum Transfer Amount, at which time the Posting Party shall transfer the entire amount of the Collateral Requirement to the Beneficiary Party, and provided further, that if under this Collateral Annex each Party has an obligation to maintain Performance Assurance with respect to the other Party, the Parties' obligations to transfer Performance Assurance hereunder, including obligations to return Excess Performance Assurance under Section 5 of this Collateral Annex, at any time shall be determined on a net basis, and the Party with a net positive transfer obligation shall transfer Performance Assurance under this Section 4 in such amount.
- (c) The "Collateral Requirement" is the amount calculated, as of the date of the Demand Notice, rounded up to the nearest integral multiple of the Rounding Amount, which is equal to (x) less (y), but no less than zero, where:

(x) is

the Termination Payment, if any, that would be owed to the Beneficiary Party if the Posting Party were the Defaulting Party under Section 22.1 of the WSPP Agreement, plus

the damages, if any, solely under Section 21.3 of the WSPP Agreement that would be owed to the Beneficiary Party if the Posting Party were the Non-Performing Party, plus

any further and additional amounts due for rendered performance by the Beneficiary Party to the Posting Party under any WSPP Agreement transactions, whether or not invoiced or due, and

(y) is

the amount of Performance Assurance previously provided by or otherwise credited to the Posting Party for the benefit of the Beneficiary Party and not released as of the time the Beneficiary Party made the demand plus

the Collateral Threshold applicable to the Posting Party.

- (d) Any Letter of Credit shall be delivered to such address as the Beneficiary Party shall specify and any such demand made by the Beneficiary Party under this Section 4 shall specify account information for the account to which Performance Assurance in the form of Cash shall be delivered.

5. Reduction, Return, and Substitution of Performance Assurance.

- (a) Reduction of Performance Assurance. From time to time, on any Business Day prior to 1 p.m. New York time (but no more than weekly with respect to Letters of Credit and daily with respect to Cash or a Deposit Account with the Custodial Bank), a Posting Party may demand that the Beneficiary Party reduce Performance Assurance in an amount equal to the Excess Performance Assurance as defined in this Section, provided, that the Posting Party shall not have any right to demand such reduction if on or prior to such Business Day, an Event of Default has occurred and is continuing where the Posting Party is the Defaulting Party, a Potential Event of Default exists where the Posting Party is the potentially Defaulting Party, or an Early Termination has occurred or been designated with respect to such Posting Party for which the Posting Party has not satisfied its Obligations. The Beneficiary Party shall comply with the demand by transferring, or causing the transfer of, Cash to the Posting Party or reducing the amount(s) of outstanding Letter(s) of Credit the Posting Party previously posted, provided, however, that a Beneficiary Party shall not have an obligation to transfer or cause the transfer of Excess Performance Assurance until the Excess Performance Assurance exceeds the Minimum Transfer Amount, at which time the Posting Party shall transfer the entire amount of the Excess Performance Assurance to the Posting Party. The Posting Party shall have the right to specify such means of compliance, provided, that it may specify Cash only to the extent that Excess Performance Assurance is in the form of Cash held by the Beneficiary Party or a Custodial Bank. If Excess Performance Assurance is returned by reducing the face amount of an outstanding Letter of Credit and the LC Issuer requires that the reduction be implemented through a cancellation of the existing Letter of Credit and the issuance of a new Letter of Credit with a reduced face amount, then (1) the Posting Party shall have delivered a new Letter of Credit to the Beneficiary Party in a form reasonably acceptable to the Beneficiary Party and in an amount that, when combined with the remaining amount of the then-current Performance Assurance, is not less than the then-current Collateral Requirement, and (2) in the event that an Event of Default occurs, as to which the Posting Party is the defaulting Party, between the Reduction Deadline and the date on which the new Letter of Credit is executed and delivered to the Beneficiary Party, the Beneficiary Party shall be entitled to draw from the existing Letter of Credit only an amount up to but not exceeding

the then-current Collateral Requirement. The cost and expense of compliance (including, but not limited to, the reasonable costs, expenses, and attorneys' fees of the Beneficiary Party and, if applicable, the LC Issuer or Custodial Bank) shall be the sole obligation of, and paid directly by, the Posting Party. If the Beneficiary Party pays any such cost or expense, the Posting Party shall reimburse the Beneficiary Party for each such cost and expense promptly following a demand for reimbursement. The Beneficiary Party shall comply with the demand on or before the Reduction Deadline. Any such demand made by the Posting Party under this Section 5(a) shall specify account information for the account to which Excess Performance Assurance in the form of Cash shall be delivered.

"Excess Performance Assurance" is an amount, calculated as of the date of the demand and rounded down to the nearest integral multiple of the Rounding Amount, which is equal to (x) less (y), but no less than zero, where:

(x) is

the amount of Performance Assurance previously provided by or credited to the Posting Party for the benefit of the Beneficiary Party and not released as of the time the Posting Party made the demand, plus

the Collateral Threshold applicable to the Posting Party.

(y) is

the Termination Payment, if any, that would be owed to the Beneficiary Party if the Posting Party were the Defaulting Party under Section 22.1 of the WSPP Agreement, plus

the damages, if any, solely under Section 21.3 of the WSPP Agreement that would be owed to the Beneficiary Party if the Posting Party were the Non-Performing Party, plus

any further and additional amounts due for rendered performance by the Beneficiary Party to the Posting Party under any WSPP Agreement transactions, whether or not invoiced or due.

The foregoing notwithstanding, if under this Collateral Annex each Party has an obligation to maintain Performance Assurance with respect to the other Party, the Parties' obligations to transfer Performance Assurance hereunder, including obligations to post Performance Assurance under Section 4 of this Collateral Annex, at any time shall be determined on a net basis, and the Party with a net positive transfer obligation shall transfer Performance Assurance under this Section 5(a) in such amount.

- (b) Return of All Performance Assurance. No later than one (1) Business Day after the last to occur of (i) the Termination Date, and (ii) (A) completion of all outstanding transactions between the Parties under the WSPP Agreement or (B) if all such outstanding transactions have not been completed, then payment by

the Posting Party of all amounts due to the Beneficiary Party under Sections 21 and 22 of the WSPP Agreement with respect to uncompleted transactions, the Beneficiary Party shall return all outstanding Performance Assurance to the Posting Party less any amounts applied to the satisfaction of any of the Posting Party's Obligations.

- (c) Substitution of Performance Assurance. Unless (i) an Event of Default has occurred and is continuing where the Posting Party is the Defaulting Party, (ii) a Potential Event of Default exists where the Posting Party is the potentially Defaulting Party, or (iii) an Early Termination has occurred or been designated with respect to the Posting Party pursuant to which the Posting Party has not satisfied all Obligations, the Posting Party may substitute Performance Assurance for existing Performance Assurance of equal value. The Posting Party must give notice of the substitution to the Beneficiary Party two (2) Business Days before the substitution is intended to occur no later than 5 p.m. New York time. The notice must specify whether the substitute Performance Assurance is Cash or a Letter of Credit and if the latter it shall include a draft thereof. If the substitute Performance Assurance is Cash or a Letter of Credit (in form consistent with this Collateral Annex), then the Posting Party may effect the substitution no earlier than two, and no later than five (5), Business Days after giving such notice. If the substitute Performance Assurance is not Cash or a Letter of Credit (in form consistent with this Collateral Annex), the substitution shall not be made unless the Beneficiary Party consents in writing thereto. No later than one Business Day after the Beneficiary Party receives substitute Performance Assurance in accordance with this Section, the Beneficiary Party shall transfer the Performance Assurance that has been replaced to the Posting Party. Notwithstanding anything herein to the contrary, no such substitution shall be permitted unless after giving effect to such substitution, the value of such substitute Performance Assurance shall equal the greater of the Posting Party's Collateral Requirement or the Posting Party's Minimum Transfer Amount. The substituted Performance Assurance shall be subject to and governed by the terms and conditions of this Collateral Annex.

6. Administration of Performance Assurance.

(a) Cash held by Beneficiary Party.

(i) Conditions Under Which A Beneficiary Party Is Entitled To Hold Cash. A Beneficiary Party shall be an "Eligible Beneficiary Party" entitled to hold Performance Assurance in the form of Cash if, and for only so long as, all of the following conditions (w), (x), (y) and (z) are satisfied:

- (w) The Parties have agreed in the Cover Sheet Elections or otherwise in writing that the Beneficiary Party may hold Performance Assurance in the form of Cash.
- (x) If the Cover Sheet Elections permit the Posting Party unilaterally to rescind the Parties' agreement that the Beneficiary Party shall be entitled to hold Performance Assurance in the form of Cash, the Posting Party has not rescinded such agreement.

- (y) A Material Adverse Change with respect to the Beneficiary Party has not occurred.
 - (z) The Beneficiary Party, the Posting Party, and a Custodial Bank have executed a Deposit Account Agreement, provided, that the Beneficiary Party is not required to place any Performance Assurance in the form of Cash in the Custodial Bank under such agreement except in the event of a cessation of Eligible Beneficiary Party status under Section 6(a)(iv) of this Collateral Annex.
- (ii) Eligible Beneficiary Party's Use Of Cash. An Eligible Beneficiary Party shall be entitled to hold Performance Assurance in the form of Cash in any accounts it holds in the United States, and, notwithstanding anything to the contrary in UCC § 9-207, an Eligible Beneficiary Party shall also have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise use in its business any Cash that it holds as Performance Assurance hereunder, free from any claim or right of any nature whatsoever of the Posting Party except for the Posting Party's rights under (A) Section 5(a), (b), and (c) of this Collateral Annex (reduction, return or substitution of Performance Assurance), (B) Section 6(a)(iv) (cessation of Eligible Beneficiary Party status), and (C) Section 8 of this Collateral Annex (Event of Default or Early Termination).
- (iii) Appointment of Agent. The Eligible Beneficiary Party may, but is not required, to appoint an agent to hold Performance Assurance in the form of Cash on its behalf and to receive additional Performance Assurance. In the event an Eligible Beneficiary Party makes such an appointment, it must give notice to the Posting Party including the identity and address of the agent, no later than one (1) Business Day after the deposit. Upon the receipt of such notice, the Posting Party's obligations to make any transfer will be discharged by making the transfer to the agent. The Eligible Beneficiary Party may use Cash held by an agent in accordance with Section 6(a)(ii) of this Collateral Annex, subject to the Posting Party's rights referred to therein.
- (iv) Cessation Of Eligible Beneficiary Party Status. The Beneficiary Party shall cease to be an Eligible Beneficiary Party immediately upon the failure of any one of conditions (w), (x), (y) or (z) of Section 6(a)(i) at any time (each a "Downgrade Event"), and thereafter such Beneficiary Party shall be considered a "Downgraded Party." Failure of (x) shall occur upon the Posting Party's giving notice to the Beneficiary Party of its rescission of the Parties' agreement that the Beneficiary Party shall be entitled to hold Performance Assurance in the form of Cash. A Downgraded Party shall transfer, or cause its agent to transfer, no later than the close of the next Business Day following the occurrence of the Downgrade Event, all Performance Assurance in the form of Cash to the Custodial Bank and all such Cash shall be maintained in a Deposit Account in accordance with Section 6(b) of this Collateral Annex and the terms and conditions of the Deposit Account Agreement. Upon the occurrence of a Downgrade Event, Section 6(a)(ii) concerning the Eligible Beneficiary Party's rights to use Cash shall cease to apply. After the occurrence of a Downgrade Event, a Downgraded Party shall not become an Eligible Beneficiary Party except upon the written agreement of the Posting Party. Nothing in this Section

6(a) shall diminish the Posting Party's rights under Section 8 of this Collateral Annex.

(v) Interest Payments On Cash. So long as no (i) Event of Default has occurred and is continuing where the Posting Party is the Defaulting Party or (ii) no Early Termination has occurred or been designated with respect to the Posting Party pursuant to which the Posting Party has not satisfied all of its Obligations, then, the Eligible Beneficiary Party will pay to the Posting Party, in lieu of any other amounts paid, earned, or deemed to have been paid or earned, with respect to such Cash (all of which may be retained by the Eligible Beneficiary Party), interest in amounts calculated in accordance with the Interest Rate. The Posting Party shall submit an invoice to the Beneficiary Party on the first Business Day of each month for interest due for the prior month, and shall set forth such calculation therein. The Eligible Beneficiary Party shall make payment thereof of any interest due to the Posting Party by the later of the next Business Day after submittal of the invoice. The Beneficiary Party shall determine in its sole discretion whether the method of payment shall be (a) an increase in the Performance Assurance credited to the Posting Party in an amount equal to any interest due, or (b) a transfer of funds to the Posting Party equal to any interest due.

(b) Cash Held By Custodial Bank.

(i) Conditions Under Which Cash Shall Be Held By Custodial Bank. The Custodial Bank shall hold Performance Assurance in the form of Cash if either of the following conditions is satisfied:

- (x) The Parties have not agreed in the Cover Sheet Elections or otherwise in writing that the Beneficiary Party may hold Performance Assurance in the form of Cash.
- (y) A Downgrade Event has occurred such that an Eligible Beneficiary Party has become a Downgraded Party.

(ii) Use Of Cash. In the event the Custodial Bank holds Performance Assurance in the form of Cash under this Section 6(b), the Beneficiary Party shall have no right to use or receive Performance Assurance in the form of Cash held by the Custodial Bank except, if an Event of Default has occurred where the Posting Party is the Defaulting Party or an Early Termination has occurred or been designated with respect to such Posting Party for which the Posting Party has not satisfied Obligations, then the Beneficiary Party shall have a right to receive Cash in payment of the Posting Party's Obligations. The Custodial Bank shall hold and disburse Performance Assurance in the form of Cash in accordance with the terms of this Collateral Annex and for the security interest and benefit of the Beneficiary Party and, subject solely to such security interest, for the ownership of the Posting Party. Performance Assurance in the form of Cash shall be held in a Deposit Account (A) designated for the ownership of the Posting Party, (B) controlled by the Beneficiary Party in accordance with the terms of the Deposit Account Agreement, and (C) designated for the security interest and benefit of the Beneficiary Party under this Collateral Annex and the Deposit Account Agreement.

(iii) Interest Payments On Cash. So long as no (i) Event of Default has occurred and is continuing where the Posting Party is the Defaulting Party and (ii) no Early Termination has occurred or been designated with respect to such Posting Party for which the Posting Party has not satisfied Obligations, then, the Custodial Bank, on behalf of the Beneficiary Party will pay to the Posting Party, in lieu of any other amounts paid, earned, or deemed to have been paid or earned, with respect to such Cash, interest in amounts calculated and paid in accordance with the Deposit Account Agreement or otherwise agreed by the Custodial Bank and Parties in writing. Payment shall be made by increasing the Performance Assurance credited to the Posting Party in an amount equal to any interest due, unless the Beneficiary Party instructs the Custodial Bank to make payment by transferring funds to the Posting Party in an amount equal to any interest due.

(iv) Other Conditions. All terms and conditions stated in the Deposit Account Agreement as they apply to the Parties are incorporated into this Collateral Annex.

(c) Letters of Credit. Performance Assurance provided in the form of a Letter of Credit shall be subject to the following provisions, provided, that nothing in this Section 6(c) is intended to modify any terms and conditions contained in any Letter of Credit that apply to draws thereon and it is recognized that the Parties may agree to additional terms and conditions not stated herein.

(i) The Posting Party shall maintain for the benefit of the Beneficiary Party any Letter of Credit provided as Performance Assurance in accordance with Section 4 of this Collateral Annex. The Posting Party shall (a) renew or cause the renewal of each outstanding Letter of Credit not less than twenty (20) Business Days prior to its expiration in accordance with the terms contained in the applicable Letter of Credit, (b) if the LC Issuer has indicated its intent not to renew such Letter of Credit, provide either (1) a Letter of Credit issued by a Qualified Institution in the same face amount and on substantially the same terms as the outstanding Letter of Credit (each, a "Replacement Letter of Credit") or (2) Performance Assurance in the form of Cash equal to the face amount of such outstanding Letter of Credit in a form acceptable to the Beneficiary Party ("Replacement Performance Assurance"), in each case at least twenty (20) Business Days prior to the expiration of the applicable Letter of Credit, and (c) if the LC Issuer shall fail to honor the Beneficiary Party's request to draw on an outstanding Letter of Credit in accordance with the terms thereof, provide for the benefit of the Beneficiary Party either (1) a Replacement Letter of Credit or (2) Replacement Performance Assurance, in each case within one (1) Business Day after such refusal, provided, that, as a result of the Posting Party's failure to perform in accordance with (a), (b), or (c) above, the Posting Party's Collateral Requirement would be greater than zero. The foregoing notwithstanding, the Beneficiary Party may reject a Replacement Letter of Credit that conforms to the requirements of this Section if in the Beneficiary Party's sole discretion acceptance of additional credit from the applicable LC Issuer would be an unacceptable credit risk due to other commitments it had accepted from such LC Issuer, provided, that in the event of such rejection, the Beneficiary Party shall pay any costs incurred by the Posting Party in obtaining a Replacement Letter of Credit from a different LC Issuer. Rejection of a Replacement Letter of Credit under the immediately prior sentence shall not relieve a Posting Party of its

obligations to maintain adequate Performance Assurance at all times under this Collateral Annex.

(ii) Upon the occurrence of a Letter of Credit Default, the Posting Party shall deliver to the Beneficiary Party either a Replacement Letter of Credit or Replacement Performance Assurance, in each case on or before the first Business Day after the occurrence thereof (or the fifth (5th) Business Day after the occurrence thereof if only clause (a) under the definition of Letter of Credit Default applies), in such amounts that on the day such Replacement Letter of Credit or Replacement Performance Assurance is provided the Collateral Requirement is zero.

(iii) Upon or at any time after the occurrence of an Event of Default that is continuing where the Posting Party is the Defaulting Party, or if an Early Termination has occurred or been designated with respect to the Posting Party pursuant to which the Posting Party has not satisfied all of its Obligations, then the Beneficiary Party may draw on the entire, undrawn portion of any outstanding Letter of Credit in accordance with its terms. Notwithstanding the Beneficiary Party's receipt of Cash under the Letter of Credit, the Posting Party shall remain liable for any failure to transfer sufficient Performance Assurance and for any Obligations owing to the Beneficiary Party and remaining unpaid after the application of the amounts so drawn by the Beneficiary Party.

(iv) In all cases, the costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Beneficiary Party) of establishing, renewing, substituting, reissuing, canceling, and increasing the face amount of (as the case may be) a Letter of Credit shall be paid by the Posting Party, or if paid by the Beneficiary Party, promptly reimbursed by the Posting Party following the Beneficiary Party's demand for reimbursement.

(d) Performance Assurance in Forms Other than Cash or Letters of Credit. The Parties may agree that a Party may provide Performance Assurance in forms other than Cash or Letters of Credit, and may agree to additional terms and conditions respecting such Performance Assurance.

(e) Care of Performance Assurance. Except for duties to comply with all requirements concerning Performance Assurance stated herein, the Beneficiary Party shall have no duty as to any Performance Assurance in its possession or control or in the possession or control of any Custodial Bank or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Eligible Beneficiary Party shall not be liable or responsible for any diminution in the value of Performance Assurance by reason of the act or omission of a Custodial Bank. Unless held by a Custodial Bank and except as required under Section 6(a)(iv) of this Collateral Annex, the Beneficiary Party, or its agent appointed under Section 6(a)(iii), shall at all times retain possession or control of Performance Assurance delivered to it. To the extent if any that this Section 6(e) is inconsistent with UCC § 9-207, this Section 6(e) shall control.

7. Beneficiary Party's Exercise of Rights Concerning Performance Assurance.

(a) In the event that (x) an Event of Default has occurred and is continuing where the

Posting Party is the Defaulting Party or (y) an Early Termination has occurred or been designated with respect to the Posting Party for which the Posting Party has not satisfied all of its Obligations, the Beneficiary Party may exercise any one or more of the rights and remedies provided under the WSPF Agreement, under this Collateral Annex or as otherwise may be available under applicable law. Without limiting the foregoing, if at any time (x) or (y) has occurred, then the Beneficiary Party may, in its sole discretion, declare all Obligations immediately due and payable without presentment, demand, notice, protest or other formalities of any kind (all of which are hereby expressly waived by the Posting Party) and exercise any one or more of the following rights and remedies:

- (i) All rights and remedies available to the Beneficiary Party under UCC Article 9 or the uniform commercial code of any jurisdiction in which the Performance Assurance is being held and any other applicable jurisdiction and other applicable laws with respect to the preservation of or foreclosure upon collateral.
 - (ii) The right to set off any Performance Assurance held by or for the benefit of the Beneficiary Party against and in satisfaction of any amount payable by the Posting Party in respect of any of its Obligations.
 - (iii) The right to draw the full undrawn face amount of each outstanding Letter of Credit issued for its benefit.
 - (iv) The right to instruct the Custodial Bank to transfer all Performance Assurance held in a Deposit Account to an account of the Beneficiary Party or otherwise to or for the benefit of the Beneficiary Party.
 - (v) The right to liquidate any Performance Assurance held by or for the benefit of the Beneficiary Party, free from any claim or right of any nature whatsoever of the Posting Party, and to apply the proceeds received following the exercise of the rights and remedies set forth above as follows (A) first, to the payment of (1) all costs and expenses relating to the sale of any Performance Assurance and collection of amounts owing hereunder, including reasonable attorneys' fees and disbursements and the just compensation of the Beneficiary Party for services rendered in connection therewith or in connection with any proceeding to sell if a sale is not completed, and (2) all charges, expenses and advances incurred or made by the Beneficiary Party in order to protect the lien provided under this Collateral Annex; (B) second, to the payment in full of all of the Obligations owed to the Beneficiary Party hereunder in such order as the Beneficiary Party may elect; and (C) third, the balance, if any, shall be paid to the Posting Party.
- (b) The Posting Party hereby irrevocably constitutes and appoints the Beneficiary Party and any officer or agent thereof, with full power of substitution, as the Posting Party's true and lawful attorney-in-fact (which appointment shall be coupled with an interest) with full irrevocable power and authority to act in the name, place and stead of the Posting Party or in the Beneficiary Party's own name, from time to time in the Beneficiary Party's discretion, solely for the purpose of taking any and all action and executing and delivering any and all

documents or instruments which may be necessary or desirable to accomplish the purposes of Section 7(a). Notwithstanding the foregoing, the Beneficiary Party shall not be obligated to exercise any right or duty as attorney-in-fact, and shall have no duties to the Posting party in connection therewith.

- (c) The Posting Party shall in all events remain liable to the Beneficiary Party for any amount payable by the Posting Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off and the Beneficiary Party shall have the right to proceed against the Posting Party for any such deficiency.

8. Posting Party's Exercise of Rights Concerning Performance Assurance.

If at any time (a) an Event of Default has occurred and is continuing where the Beneficiary Party is the Defaulting Party, or (b) an Early Termination has occurred or been designated with respect to the Beneficiary Party for which the Beneficiary Party has not satisfied all of its Obligations, then:

- (i) on the day of such occurrence, the Beneficiary Party will be obligated to transfer all Performance Assurance (including any Letter of Credit) and interest in amounts calculated in accordance with the Interest Rate, if any, to the Posting Party;
- (ii) the Posting Party may do any one or more of the following: (a) exercise any of the rights and remedies of a pledgor with respect to the Performance Assurance, including any such rights and remedies under law then in effect; (b) to the extent that Performance Assurance is not transferred to the Posting Party as required in (i) above, setoff amounts payable to the Beneficiary Party against the Performance Assurance (other than Letters of Credit) held by the Beneficiary Party or to the extent its rights to setoff are not exercised, withhold payment of any remaining amounts payable by the Posting Party, up to the value of any Performance Assurance that has not been so transferred, until the Performance Assurance is transferred to the Posting Party; (c) exercise rights and remedies available to the Posting Party under the terms of any Letter of Credit; and (d) exercise any applicable rights and remedies available to the Posting Party under the WSPP Agreement; and
- (iii) the Beneficiary Party shall be prohibited from drawing on any Letter of Credit that has been posted by the Posting Party for its benefit.

9. Disputed Calculations.

If a Party shall dispute the Collateral Requirement determined by the Beneficiary Party or the Excess Performance Assurance determined by the Posting Party and such dispute relates to the Termination Payment calculated by the other Party under Section 22.1 of the WSPP Agreement or damages calculation under Section 21.3 of the WSPP Agreement, then the Party contesting the Termination Payment calculation or damages calculation shall:

- (i) notify the other Party of the existence and nature of the dispute not later than 4 p.m. New York Time on the same day a Party has demanded additional

Performance Assurance under Section 4 of this Collateral Annex or the return of Excess Performance Assurance under Section 5 of this Collateral Annex;

(ii) if a Beneficiary Party has demanded that the Posting Party provide Performance Assurance under Section 4, the Posting Party shall provide Performance Assurance to satisfy its Collateral Requirement based upon the Beneficiary Party's estimate, made in good faith and in a commercially reasonable manner, of the Termination Payment if the Posting Party were the Defaulting Party under Section 22.1 of the WSPP Agreement and the damages under Section 21.3 of the WSPP Agreement if the Posting Party were required to pay such damages; and

(iii) if a Posting Party has demanded that the Beneficiary Party return Excess Performance Assurance under Section 5, the Beneficiary Party shall return Excess Performance Assurance based upon the Beneficiary Party's estimate, made in good faith and in a commercially a commercially reasonable manner, of the Termination Payment if the Posting Party were the Defaulting Party under Section 22.1 of the WSPP Agreement and the damages under Section 21.3 of the WSPP Agreement if the Posting Party were required to pay such damages.

In all such cases, the Parties thereafter shall promptly negotiate in good faith in order to reconcile the dispute or a method for resolving the dispute. If the Parties fail to resolve the dispute on or before the first Business Day following the date that the demand is made by the Party contesting the Termination Payment calculation or the damages calculation, then such Termination Payment or damages calculation shall be determined based upon quotations from Dealers in energy contracts. Each Party may obtain up to a maximum of four (4) quotations which must be provided to the other Party on the same day as the demand, if the demand is made no later than 2 p.m. New York Time, or the next Business Day, if the demand is made after 2 p.m. Eastern Time. These quotations shall reflect transacted prices in comparable contracts. The Termination Payment or damages calculation shall equal a simple average of the quotations obtained and provided by the Parties consistent with the provisions of this Section 9. Each Party providing quotations to the other Party also shall identify to the other Party the Dealer(s) who provided each of the quotations to allow verification. Performance Assurance shall thereupon be provided, or Excess Performance returned, as the case may be, on the next Business Day after provision to the Posting Party of the recalculation, in accordance with the results of such recalculation. The results of this process shall be enforceable in a court of law unless fraudulent.

10. Covenants; Representations and Warranties; Miscellaneous.

- (a) The Posting Party will execute and deliver to the Beneficiary Party (and to the extent permitted by applicable law, the Posting Party hereby authorizes the Beneficiary Party to execute and deliver, in the name of the Posting Party or otherwise) such financing statements, assignments and other documents and do such other things relating to the Performance Assurance and the security interest granted under this Collateral Annex including any action the Beneficiary Party may deem necessary or appropriate to perfect or maintain perfection of its security interest in the Performance Assurance, and the Posting Party shall pay all costs relating to its delivery of Performance Assurance and the maintenance and perfection of the security interest therein.

- (b) On each day on which Performance Assurance is held under this Collateral Annex by the Beneficiary Party and/or its agent, or by the Custodial Bank under the Deposit Account Agreement, the Posting Party hereby represents and warrants that:
- (i) the Posting Party has good and marketable title to and is the sole owner of such Performance Assurance, and the execution, delivery and performance of the covenants and agreements of this Collateral Annex, do not result in the creation or imposition of any lien or security interest upon any of its assets or properties, including, without limitation, the Performance Assurance, other than the security interests and liens created under the WSPP Agreement and this Collateral Annex;
 - (ii) upon the transfer of Performance Assurance by the Posting Party to the Beneficiary Party, its agent, or the Custodial Bank for the benefit of the Beneficiary Party, the Beneficiary Party shall have a valid and perfected first priority continuing security interest therein, free of any liens, security interests, claims or encumbrances, except those liens, security interests, claims or encumbrances arising by operation of law that are given priority over a perfected security interest;
 - (iii) it is not and will not become a Party to or otherwise be bound by any agreement, other than the WSPP Agreement and this Collateral Annex, or amendments thereto, which restricts in any manner the rights of any present or future holder of any of the Performance Assurance with respect hereto; and
 - (iv) No approval or authorization by, and no filing with or consent of, any federal, state, local, municipal or other government agency, department or regulatory authority is required either (A) for the grant by the Posting Party of the liens granted hereby or for the execution, delivery or performance of this Collateral Annex by the Posting Party or (B) for the perfection (except for filing of any financing statements in the jurisdictions identified in writing by the Posting Party) of the liens created hereby or the exercise by the Beneficiary Party of the rights and remedies hereunder.
- (c) This Collateral Annex has been and is made solely for the benefit of the Parties and their permitted successors and assigns, and no other person, partnership, association, corporation, or other entity shall acquire or have any right thereunder or by virtue of this Collateral Annex.
- (d) Each Party represents and warrants to the other Party that (i) it has all requisite power and authority to execute and deliver this Collateral Annex, to consummate the transactions contemplated hereby and to perform its respective obligations hereunder; (ii) it has taken all necessary action to authorize the execution, delivery and performance of this Collateral Annex and (iii) this Collateral Annex has been duly executed and delivered and, when executed and delivered by the other Party, will constitute the legal, valid and binding obligation of such Party enforceable against it in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally or by general equitable principles (regardless of

whether enforcement is sought in a proceeding in equity or at law). Each Party, at the time of execution, shall provide the other Party with evidence of such authority reasonably acceptable to the other Party, including, if the Collateral Annex is executed by an officer, a certificate of incumbency, and, if requested by the other Party, a written opinion of counsel (the opinion of a Party's in-house counsel shall suffice), in such form as is reasonably acceptable to the other Party, that person who executed this Collateral Annex was duly authorized in accordance with all actions requisite to establish such authority.

- (e) As of the date a Party executes this Collateral Annex, the Cover Sheet Elections, Deposit Account Agreement, or Security Agreement, or any amendment thereto, such Party is a member in good standing of WSPP, Inc.
- (f) Section 34 of the WSPP Agreement is inapplicable to any disputes concerning the enforcement of this Collateral Annex or the rights and obligations set forth herein concerning Performance Assurance. In the event litigation is commenced by either Party to enforce this Collateral Annex or collect any amounts required to be paid, provided or transferred hereunder, each Party agrees to pay the other Party for all reasonable attorneys fees, disbursements, and court costs incurred by the prevailing Party in such litigation.
- (g) No delay or forbearance by any Party or its agents in exercising any right, power, privilege, or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Collateral Annex, and no course of dealing between the Parties, shall impair any such right, power or remedy of the non-defaulting Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a Party of any such breach or default under this Collateral Annex, or any waiver on the part of any non-defaulting Party hereto of any provision or condition of this Collateral Annex, must be in writing and shall be effective only to the extent specifically set forth in such writing. This Collateral Annex may be amended only by a document executed by the Parties.
- (h) Each demand, notice, consent, agreement, approval or other communication required or permitted to be given from one Party to the other Party under this Collateral Annex shall be provided in writing (unless expressly provided otherwise) and shall be submitted by recognized overnight courier service or telefacsimile addressed to the recipient Party at its address or telefacsimile number set forth in Part VIII of the Cover Sheet Elections or as changed by notice to the other Party. All such notices, requests, demands, approvals and other communications shall be deemed to have been duly given, received and effective when: (a) received if personally delivered; (b) on the day transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it shall be deemed received on the next Business Day), if transmitted by facsimile transmission and the sender's facsimile machine has received the correct answerback of the addressee and confirmation of uninterrupted transmission by a transmission report or the recipient confirming by telephone to sender that he has received the facsimile message; (c) the day

immediately following the day it is sent, if sent for next day delivery to a domestic address by a nationally-recognized overnight courier or delivery service; (d) on the day of receipt, if sent by certified or registered mail, return receipt requested; and (e) on the date actually received, if sent or delivered by any other means; provided, that any notice, demand, request or other communication made or delivered in connection with an alleged breach or default hereunder (including an Event of Default) shall only be delivered personally or by a nationally-recognized overnight courier or delivery service. Whenever this Collateral Annex provides that a demand, notice, consent, agreement, approval or other communication shall be provided in "writing" or shall be provided in "written" form, such demand, notice, consent, agreement, approval or other communication shall only be effective hereunder if provided by a manually signed original, photocopy or telefacsimile copy from the Party or Parties to be bound thereby.

- (i) The headings in this Collateral Annex are for convenience of reference only, and shall not affect the meaning or construction of any provision thereof.
- (j) This Collateral Annex shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah, except to the extent that the perfection, the effect of perfection or nonperfection and the priority of the security interest granted hereunder, or remedies hereunder, are governed by provisions of the UCC, including but not limited to UCC §§ 9-301, 9-303, 9-304, 9-305, 9-306 and 9-307, that may call for the application of the laws of jurisdictions other than the State of Utah.
- (k) This Collateral Annex may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same instrument and each of the Parties hereto may execute this Collateral Annex by signing any such counterpart.

IN WITNESS HEREOF, the Parties have caused this Collateral Annex to be duly executed effective as of the date first written above.

Party A

City of Roseville

[Sign here]

[Print name]

Title

Date: _____

Party B

Altop Energy Trading LLC



[Sign here]

Gebre-Egziabher Gebre

[Print name]

Principal

Title

Date: 4/25/2025

COVER SHEET ELECTIONS
applicable to the
COLLATERAL ANNEX
to the
WSPP AGREEMENT

This Cover Sheet Elections applicable to the Collateral Annex to the WSPP Agreement ("Cover Sheet Elections") between the Parties is between:

City of Roseville ("Party A") and
Altup Energy Trading LLC ("Party B").

This Cover Sheet Elections sets forth the Parties' agreements to supplement the Collateral Annex and, as the Parties may determine, vary the terms and conditions of the Collateral Annex. To the extent there are any inconsistencies between the terms and conditions of the Collateral Annex, excluding the Cover Sheet Elections, and these Cover Sheet Elections, the Cover Sheet Elections shall prevail.

Terms that are capitalized for reasons other than grammatical reasons shall have the meanings assigned to them in Section 1 of the Collateral Annex.

The Collateral Threshold, Interest Rate, Minimum Transfer Amount and Rounding Amount, shall each be zero (0) unless a different amount is stated below.

I. Collateral Threshold.

Explanatory note: The Beneficiary Party's exposure due to the other Party's failure to perform a WSPP Agreement transaction is the sum of (a) the Termination Payment under WSPP Agreement 22, (b) damages under WSPP Agreement § 21.3, and (c) any further and additional amounts due for rendered performance by the Beneficiary Party to the Posting Party, whether or not invoiced. The Collateral Threshold is the portion, if any, of this exposure that the Parties agree in this Cover Sheet Elections will not be secured with Performance Assurance.

A. Party A Collateral Threshold.

Name of Party A Guarantor, if applicable:

Not Applicable ("Party A Guarantor")

If a Guarantor is identified, then all references to Party A shall include Party A Guarantor unless otherwise indicated and Party A shall be deemed to have the Credit Rating of Party A Guarantor.

- ☐ The Collateral Threshold for Party A shall be \$_____; provided, however, that the Collateral Threshold shall be zero in the event of a Material Adverse Change as defined in Part II hereof with respect to Party A.
- ☒ The Collateral Threshold for Party A shall be (a) the amount set forth in the chart below under the heading "Collateral Threshold" opposite the Credit Rating for Party A on the relevant date of determination, and if such Credit Ratings shall not be equivalent, the lower Credit Rating shall govern, or (b) zero if on the relevant date of determination none of the rating agencies

specified below has a Credit Rating in effect with respect to Party A or in the event of a Material Adverse Change as defined in Part II hereof with respect to Party A:

<u>S&P</u>	<u>Moody's</u>	<u>Threshold</u>
<u>A- and above</u>	<u>A3 and above</u>	<u>\$25,000,000.00</u>
<u>BBB+</u>	<u>Baa1</u>	<u>\$15,000,000.00</u>
<u>BBB</u>	<u>Baa2</u>	<u>\$10,000,000.00</u>
<u>BBB-</u>	<u>Baa3</u>	<u>\$2,500,000.00</u>
<u>BBB- and below</u>	<u>Baa3 and below</u>	<u>\$ 0 (zero)</u>

- ☐ The Collateral Threshold for Party A shall be (a) the amount set forth in the chart above under the heading "Collateral Threshold" opposite the Credit Rating for Party A on the relevant date of determination, and if such Credit Ratings shall not be equivalent, the higher two Credit Ratings shall govern, or (b) zero if on the relevant date of determination none of the rating agencies specified below has a Credit Rating in effect with respect to Party A or in the event of a Material Adverse Change with respect to Party A.
- ☐ The Collateral Threshold for Party A shall be the amount of the Guaranty Agreement dated _____ from Party A Guarantor, as amended from time to time, but in no event shall Party A's Collateral Threshold be greater than \$_____.

B. Party B Collateral Threshold.

Name of Party B Guarantor, if applicable:
Not Applicable ("Party B Guarantor")

If a Guarantor is identified, then all references to Party B shall include Party B Guarantor unless otherwise indicated and Party B shall be deemed to have the Credit Rating of Party B Guarantor.

- ☒ The Collateral Threshold for Party B shall be the greater of \$0 or value of the Letter of Credit or Cash, but no greater than \$10,000; provided, however, that the Collateral Threshold shall be zero in the event of a Material Adverse Change as defined in Part II hereof with respect to Party B.
- ☐ The Collateral Threshold for Party B shall be (a) the amount set forth in the chart below under the heading "Collateral Threshold" opposite the Credit Rating for Party B on the relevant date of determination, and if such Credit Ratings shall not be equivalent, the lower Credit Rating shall govern, or (b) zero if on the relevant date of determination none of the rating agencies specified below has a Credit Rating in effect with respect to Party B or in the event of a Material Adverse Change as defined in Part II hereof with respect to Party B:
- ☐ The Collateral Threshold for Party B shall be (a) the amount set forth in the chart above under the heading "Collateral Threshold" opposite the Credit Rating for Party B on the relevant date of determination, and if such Credit Ratings shall not be equivalent, the higher two Credit Ratings shall govern, or (b) zero if on the relevant date of determination none of the rating

agencies specified below has a Credit Rating in effect with respect to Party B or in the event of a Material Adverse Change with respect to Party B.

- ☐ The Collateral Threshold for Party B shall be the amount of the Guaranty Agreement dated _____ from Party B Guarantor, as amended from time to time, but in no event shall Party B's Collateral Threshold be greater than \$ _____.

II. Material Adverse Change.

A. Party A

A Material Adverse Change shall occur with respect to Party A in the following circumstances:

- ☐ (i) Its Credit Rating falls below _____ by S&P or _____ by Moody's; or (ii) it is given an "issuer rating" by S&P below _____ or by Moody's below _____; or (iii) it has no Credit Rating by either S&P or Moody's.
- ☐ Party A's creditworthiness, financial responsibility, or performance viability has become unsatisfactory to Party B in Party B's reasonably exercised discretion with regard to a transaction between the Parties conducted under the WSPP Agreement.
- ☒ An Event of Default shall have occurred and is continuing where Party A is the Defaulting Party, or a Potential Event of Default has occurred where Party A is the potentially Defaulting Party, or an Early Termination has occurred or been designated with respect to Party A for which Party A has not satisfied its Obligations.
- ☐ Other: _____

B. Party B

A Material Adverse Change shall occur with respect to Party B in the following circumstances:

- ☐ (i) Its Credit Rating falls below _____ by S&P or _____ by Moody's; or (ii) it is given an "issuer rating" by S&P below _____ or by Moody's below _____; or (iii) it has no Credit Rating by either S&P or Moody's.
- ☐ Party B's creditworthiness, financial responsibility, or performance viability has become unsatisfactory to Party A in Party A's reasonably exercised discretion with regard to a transaction between the Parties conducted under the WSPP Agreement.
- ☒ An Event of Default shall have occurred and is continuing where Party B is the Defaulting Party, or a Potential Event of Default has occurred where Party B is the potentially Defaulting Party, or an Early Termination has occurred or been designated with respect to Party B for which Party B has not satisfied its Obligations.
- ☐ Other: _____

III. General Credit Assurances.

Explanatory note: If in Part II above either Party elected the second option (Material Adverse Change includes unsatisfactory creditworthiness, financial responsibility, or performance viability) (such election, a "Section 27 Inclusion"), the Parties must make the first election in this Part III. If in Part II the Parties did not elect a Section 27 Inclusion and if they do not make either election in this Part III, then the second election under this Part III shall apply by default.

- ☐ Section 27 of the WSPP Agreement applies, provided, that (a) the following phrase is added after the last word of Section 22.1(d): "or in the Collateral Annex to the WSPP Agreement between the Parties," (b) the following phrase is deleted: "The Second Party's obligations under this Section 27 shall be limited to a reasonable estimate of the damages to the First Party (consistent with Section 21.3 of this Agreement) if the Second Party were to fail to perform its obligations," and (c) the phrase "within three (3) Business Days of demand therefore" is revised to state "within one (1) Business Day after receipt of demand therefor."
- ☒ Section 27 of the WSPP Agreement does not apply; Sections 27 and Section 22.1(d) of the WSPP Agreement are inapplicable to WSPP Agreement transactions between the Parties.

IV. Minimum Transfer Amount.

- A. Party A Minimum Transfer Amount: \$1
- B. Party B Minimum Transfer Amount: \$1

V. Rounding Amount.

- A. Party A Rounding Amount: \$100,000
- B. Party B Rounding Amount: \$100,000

VI. Administration of Cash Collateral.

A. Party A Eligibility to Hold Performance Assurance in form of Cash; Interest Rate.

Note: if neither of the two options immediately below is selected, then Option A shall apply.

- ☐ **Option A:** Party A shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held solely by a Custodial Bank in accordance with Section 6(b) of the Collateral Annex.
- ☒ **Option B:** Party A shall be entitled to hold Performance Assurance in the form of Cash under Section 6(a)(i), (ii) and (iii) of the Collateral Annex, provided, that no Downgrade Event has occurred with respect to Party A. **If Option B is elected, the Parties must complete the following election:**

Right of Party B to Rescind Option B:

- ☐ Party B shall be entitled to rescind Option B unilaterally, in its sole discretion, such that upon rescission (in accordance with Section 6(a)(iv) of the Collateral Annex) Party A shall not be entitled to hold Performance Assurance in the form of Cash and Section 6(a)(iv) of the Collateral Annex shall become applicable.
- ☒ Party B shall not be entitled to rescind Option B unilaterally, in its sole discretion, provided, Party B shall lose its entitlement to hold Performance Assurance in the form of Cash upon the occurrence of any other Downgrade Event under Section 6(a)(iv) of the Collateral Annex.

To the extent Party A is entitled to hold Cash, the Interest Rate payable to Party B on Cash shall be as elected below:

Party A Interest Rate.

- ☒ Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System. *(If neither Interest Rate box is checked, or the "Other" box is not completed, the Federal Funds Rate specified herein shall apply.)*
- ☐ Other - _____

B. Party B Eligibility to Hold Performance Assurance in form of Cash; Interest Rate.

Note: if neither of the two options immediately below is selected, then Option A shall apply.

- ☐ **Option A:** Party B shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held solely by a Custodial Bank in accordance with Section 6(b) of the Collateral Annex.
- ☒ **Option B:** Party B shall be entitled to hold Performance Assurance in the form of Cash under Section 6(a)(i), (ii) and (iii) of the Collateral Annex, provided, that no Downgrade Event has occurred with respect to Party B. **If Option B is elected, the Parties must complete the following election:**

Right of Party A to Rescind Option B:

- ☐ Party A shall be entitled to rescind Option B unilaterally, in its sole discretion, such that upon rescission (in accordance with Section 6(a)(iv) of the Collateral Annex) Party B shall not be entitled to hold Performance Assurance in the form of Cash and Section 6(a)(iv) of the Collateral Annex shall become applicable.

- ☒ Party A shall not be entitled to rescind Option B unilaterally, in its sole discretion, provided, Party A shall lose its entitlement to hold Performance Assurance in the form of Cash upon the occurrence of any other Downgrade Event under Section 6(a)(iv) of the Collateral Annex.

To the extent Party A is entitled to hold Cash, the Interest Rate payable to Party B on Cash shall be as elected below:

Party B Interest Rate.

- ☒ Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System. *(If neither Interest Rate box is checked, or the "Other" box is not completed, the Federal Funds Rate specified herein shall apply.)*
- ☐ Other - _____

C. Posting Deadline for Collateral Requirement

The Posting Party shall be required to provide Performance Assurance to cover an outstanding Collateral Requirement under Section 4 of the Collateral Annex no later than 2:00 pm New York time of the Local Business Day after receipt of a Demand Notice (the "Posting Deadline"), provided, that if the Posting Deadline is the same day as the Demand Notice is sent/received, then the Demand Notice must be received no later than 1 p.m. New York time on that day, and if the Demand Notice is sent/received after such time, then the Posting Deadline shall be 24 hours later.

D. Reduction Deadline for Transfer of Excess Performance Assurance

The Beneficiary Party shall be required to transfer Excess Performance Assurance to the Posting Party under Section 5 of the Collateral Annex no later than 2:00 pm New York time of the Local Business Day after receipt of a demand therefor (the "Reduction Deadline"), provided, that if the Reduction Deadline is the same day as the demand for return of Excess Performance Assurance is sent/received, then the demand must be received no later than 1 p.m. New York time on that day, and if the demand is sent/received after such time, then the Reduction Deadline shall be 24 hours later.

VII. Letters of Credit

A. Definition of LC Issuer:

If the Parties agree that a specific entity shall be an LC Issuer even if may not satisfy the credit rating specified in the definition of LC Issuer set forth in the Collateral Annex, identify such entity here:

If the Parties agree to a different definition of LC Issuer than the definition specified in the Collateral Annex, state such definition here:

B. Definition of Letter of Credit

- ☒ “Letter of Credit” means an irrevocable, non-transferable, standby letter of credit, issued by a Qualified Institution, or other issuer to which the Parties may agree in writing, in a form consistent with the Parties’ agreements stated below and otherwise reasonably acceptable to the Beneficiary Party. Each Letter of Credit shall contain the following terms and conditions:
- ☐ “Letter of Credit” has the following meaning:

Regardless of the Parties’ election in this Part VII.B above, the Parties may specify here additional terms and conditions that a Letter of Credit shall contain:

VIII. Notice and other Communications Under Section 10(h) of Collateral Annex

Each demand, notice, consent, agreement, approval or other communication required or permitted to be given from one Party to the other Party under the Collateral Annex shall be submitted to the recipient Party at the following address or fax number:

Party A:

Attention:	Power Supply and Portfolio Administrator
Street:	116 S. Grant Street Ste. 4
City, State, Zip Code:	Roseville, CA 95678
Fax No.:	(916) 774-5583

Party B:

Attention:	Cory Hill
Street:	440 Louisiana Street, Suite 575
City, State, Zip Code:	Houston, TX 77002
Email:	phystrading@altopenenergy.com

Execution of Cover Sheet Elections:

Party A

City of Roseville
Name of Party:

[Sign here]

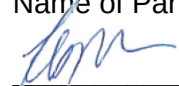
[Print name]

Title

Date: _____

Party B

Altop Energy Trading LLC
Name of Party



[Sign here]

Gebre-Egziabher Gebre

[Print name]

Principal

Title

Date: 04/25/2025

WSPP Agreement Changes Effective October 21, 2024

This version includes all revisions approved by the Federal Energy Regulatory Commission (FERC) in orders issued through December 13, 2024. The most recent revisions are to update the the List of Members within the Agreement, per the FERC's unpublished letter order dated December 13, 2024 (Docket No. ER25-178-000). The FERC accepted the revisions effective October 21, 2024 for the metadata and, for each change in the Member List, on the applicable date of the change as stated in its order.

This version of the WSPP Agreement is prepared for the convenience of WSPP Members. The WSPP Agreement as filed with the FERC is available at www.FERC.gov and specifically <http://etariff.ferc.gov/TariffList.aspx>.

This explanatory page is not part of the WSPP Agreement and is not filed with the FERC.

WSPP AGREEMENT

WSPP INC.
FIRST REVISED RATE SCHEDULE FERC NO. 6
Superseding
Rate Schedule FERC No. 6

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LIST OF MEMBERS

1. PARTIES:

The Parties to this WSPP Agreement (hereinafter referred to as "Agreement") are those entities that have executed this Agreement, hereinafter sometimes referred to individually as "Party" and collectively as "Parties," but excluding any such entity that withdraws its participation in the Agreement. An entity shall become a Party on the date specified in Section 16.6.

2. RECITALS

- 2.1 Through this Agreement, the WSPP administers a multi-lateral, standardized agreement applicable to capacity and/or energy transactions between members and is available to entities (which qualify for membership under Section 16) throughout the entire continental United States, Canada, and Mexico.
- 2.2 This Agreement serves two functions. First, it sets out the rules applicable to the operation of the WSPP. Second, it sets out the terms for the standardized agreement used for capacity and/or energy transactions between members.
- 2.3 This Agreement facilitates physical transactions in capacity and/or energy under a FERC accepted or approved rate schedule (this Rate Schedule FERC No. 6).
- 2.4 Through the standardization of terms for transactions in capacity and/or energy which facilitates such transactions, the public interest has been and will continue to be served.

3. AGREEMENT:

In consideration of the mutual covenants and promises herein set forth, the Parties agree as follows:

4. **DEFINITIONS:**

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified:

Agreement: This WSPP Agreement, including the Service Schedules and Exhibits attached hereto, as amended; provided, however, that Confirmation(s) are not included within this definition.

Administrative Committee: A sub-committee of the Executive Committee in accordance with Section 8.1.2.

Broker: An entity or person that arranges trades or brings together Purchasers and Sellers without taking title to the power.

Business Day(s): Any day other than a Saturday or Sunday or a national (United States or Canadian, whichever is applicable) holiday. United States holidays shall be holidays observed by Federal Reserve member banks in New York City. Where both the Seller and the Purchaser have their principal place of business in the United States, Canadian holidays shall not apply. Similarly, where both the Seller and the Purchaser have their principal places of business in Canada, Canadian holidays shall apply and United States holidays shall not apply. In situations where one Party has its principal place of business within the United States and the other Party's principal place of business is within Canada, both United States and Canadian holidays shall apply.

California ISO: The California Independent System Operator Corporation or any successor organization.

Confirmation(s): The confirmations for transactions developed and made effective in accordance with Section 32 or Electronic Platform Confirmations.

Contract Price: The price agreed to between the Seller and the Purchaser for a transaction under the Agreement and Confirmation.

Contract Quantity: The amount of capacity and/or energy to be supplied for a transaction under the Agreement.

Control Area: An electric system capable of regulating its generation in order to maintain its interchange schedule with other electric systems and to contribute its frequency bias obligation to the interconnection as specified in the North American Electric Reliability Council (NERC) Operating Guidelines.

Costs: As defined in Section 22.3 of this Agreement.

Damages Settlement Transaction: A transaction where, after non-performance under a Confirmation, the Parties enter into a second transaction for the purpose of finally settling damages incurred by the Performing Party due to non-performance of such Confirmation.

Dealer: An entity or person that buys or sells power and takes title to the power at some point.

Demand Response: A reduction in the consumption of electric energy by customers from their expected consumption in response to an increase in the price of electric energy or to incentive payments designed to induce lower consumption of electric energy.

Demand Response Entity: An entity or lawful association which is not an Electric Utility, Qualifying Facility, or Retail Entity, which sells or otherwise provides Demand Response through wholesale transactions.

Defaulting Party: As defined in Section 22.1 of this Agreement.

Determination Period: As defined in Section 38.2 of this Agreement.

Documentary Writing: A document which is physically delivered by courier or U.S. mail, or a copy of which is transmitted by telefacsimile or other electronic means.

Economy Energy Service: Non-firm energy transaction whereby the Seller has agreed to sell or exchange and the Purchaser has agreed to buy or exchange energy that is subject to immediate interruption upon notification, in accordance with the Agreement, including Service Schedule A, and any applicable Confirmation.

Electric Utility: An entity or lawful association which (i) is a public utility, Independent Power Producer, or Power Marketer regulated under applicable state law or the Federal Power Act, or (ii) is exempted from such regulation under the Federal Power Act because it is the United States, a State or any political subdivision thereof or an agency of any of the foregoing, or a Rural Utilities Service cooperative, or (iii) is a public utility, Independent Power Producer, or Power Marketer located in Canada or Mexico that is similarly regulated.

Electronic Platform Confirmation: agreed terms and conditions of a transaction, which agreement (a) was made through electronic entry of information and terms on, and in a manner that complies with the procedures of, the applicable electronic trading platform or exchange, (b) includes, at a minimum, the Standard Confirmation Provisions, and (c) is available to either Party for retrieval from the applicable electronic trading platform or exchange in printable or electronic form.

Electronic Writing:

- (1) Recorded oral conversation; or

- (2) electronic communications, including but not limited to e-mail, if the Parties to the transaction use such method to create an electronic writing for the Confirmation for such transaction and, except with respect to e-mail, specifically agree to the method of electronic communication.

Electronic Writings shall not include the transmittal of a copy of a document by electronic means, which is considered a Documentary Writing.

ERCOT: Electric Reliability Council of Texas, Inc., and any successor organization.

Event of Default: As defined in Section 22.1 of this Agreement.

Executive Committee: The committee established pursuant to Section 8 of this Agreement.

FERC: The Federal Energy Regulatory Commission or its regulatory successor.

Firm Capacity/Energy Sale or Exchange Service: Firm capacity and/or energy transaction whereby the Seller has agreed to sell or exchange and the Purchaser has agreed to buy or exchange for a specified period available capacity with or without associated energy which may include a Physically-Settled Option and a capacity transaction in accordance with the Agreement, including Service Schedule C, and any applicable Confirmation.

First Party: As defined in Section 27 of this Agreement.

Floating Price: As defined in Section 38.1 of this Agreement.

Gains: As defined in Section 22.3 of this Agreement.

Guarantee Agreement: An agreement providing a guarantee issued by a parent company or another entity guaranteeing responsibility for obligations arising under this Agreement and Confirmation. A sample form of Guarantee Agreement is provided in Exhibit B.

Guarantor: The entity providing a guarantee pursuant to a Guarantee Agreement.

Hub: An electronic communication center that functions as a central point to electronically receive and assemble data for offers to buy or sell power or transmission service from each Party and make that data electronically available concurrently to all Parties.

Incremental Cost: The forecasted expense incurred by the Seller in providing an additional increment of energy or capacity during a given hour.

Independent Power Producer: An entity which is a non-traditional public utility that produces and sells electricity but which does not have a retail service franchise.

Letter of Credit: An irrevocable, transferable, standby letter of credit, issued by an issuer acceptable to the Party requiring the Letter of Credit.

Losses: As defined in Section 22.3 of this Agreement.

Market Disruption Event: As defined in Section 38.2 of this Agreement.

NERC: North American Electric Reliability Council or any successor organization.

Non-Defaulting Party: As defined in Section 22.1(a) of this Agreement.

Non-Performing Party: As defined in Section 21.3(a) of this Agreement.

Non-Standard Confirmation Provisions: Provisions other than Standard Confirmation Provisions.

NYMEX: New York Mercantile Exchange and any successor organization.

Operating Agent: An agent of the WSPP as may be designated by the Executive Committee from time to time.

Operating Committee: That committee established pursuant to Section 8 of this Agreement.

Party or Parties: As defined in Section 1 of this Agreement.

Performing Party: As defined in Section 21.3(a) of this Agreement.

Power Marketer: An entity which buys, sells, and takes title to electric energy, transmission and/or other services from traditional utilities and other suppliers.

Physically-Settled Option: Includes (i) a call option which is the right, but not the obligation, to buy an underlying power product as defined under Service Schedules B or C according to the price and exercise terms set forth in the Confirmation; and (ii) a put option which is the right, but not the obligation, to sell an underlying power product as defined under Service Schedules B or C according to the price and exercise terms set forth in the Confirmation.

Premium: The amount paid by the Purchaser of a Physically-Settled Option to the Seller of such option by the date agreed to by the Parties in the Confirmation.

Present Value Rate: As defined in Section 22.3(b) of this Agreement.

Purchaser: Any Party which agrees to buy or receive from one or more of the other Parties any service pursuant to the Agreement and any applicable Confirmation.

Qualifying Facility: A facility which is a qualifying small power production facility or a qualifying cogeneration facility as these terms are defined in Federal Power Act Sections 3(17)(A), 3(17)(C), 3(18)(A), and 3(18)(B); which meets the requirements set forth in 18 C.F.R. §§ 292.203-292.209; or a facility in Canada or Mexico that complies with similar requirements.

Replacement Price: The price at which the Purchaser, acting in a commercially reasonable manner, effects a purchase of substitute capacity and/or energy in place of the capacity and/or energy not delivered (for energy) or made available (for capacity

only) by the Seller or, absent such a purchase, the market price for such quantity of capacity and/or energy, as determined by the Purchaser in a commercially reasonable manner, at the delivery point specified for the transaction in the Confirmation.

Resale Price: The price at which the Seller, acting in a commercially reasonable manner, effects a resale of the capacity and/or energy not received by the Purchaser or, absent such a resale, the market price for such quantity of capacity and/or energy, as determined by the Seller in a commercially reasonable manner at the delivery point specified for the transaction in a Confirmation.

Retail Entity: A retail aggregator or supplier or retail customer; provided, however, only those Retail Entities eligible for transmission service under the FERC's pro forma open access transmission tariff are eligible to become members of the WSPP.

Second Party: As defined in Section 27 of this Agreement.

Seller: Any Party which agrees to sell or provide to one or more of the other Parties any service pursuant to the Agreement and the applicable Confirmation.

Service Schedule: A schedule of services established pursuant to Section 6 of this Agreement on file with FERC as part of this Agreement.

Standard Confirmation Provisions: Provisions setting forth: Seller, Purchaser, period of delivery, schedule, delivery rate, delivery points, type of service (e.g. Service Schedule A, B, C or other), contract quantity, price, transmission path (if any), date, and certain additional information for physically settled options (option type, option style, exercise date or period, premium, premium payout date, and method for providing notice of exercise).

Successor in Operation: The successor entity which takes over the wholesale electric trading operations of the first entity either through a merger or restructuring. A Successor in Operation shall not include an entity which merely acquires power sales contracts from the first entity either through a purchase or other means without taking over the wholesale electric trading operations of the first entity.

Terminated Transaction: As defined in Section 22.2 of this Agreement.

Termination Payment: As defined in Section 22.2 of this Agreement.

Trading Day: As defined in Section 38.2 of this Agreement.

Uncontrollable Forces: As defined in Section 10 of this Agreement or in a Confirmation.

Unit Commitment Service: A capacity and/or associated scheduled energy transaction or a Physically-Settled Option under which the Seller has agreed to sell and the Purchaser has agreed to buy from a specified unit(s) for a specified period, in accordance with the Agreement, including Service Schedule B, and any applicable Confirmation.

WSPP: WSPP Inc., a corporation organized in 1995 and duly existing under the Utah Revised Nonprofit Corporation Act.

WSPP Default Transmission Tariff: The transmission tariff filed on behalf of WSPP members with FERC as it may be amended from time to time.

WSPP Homepage: WSPP's internet web site, www.wspp.org.

5. TERM, TERMINATION AND WITHDRAWAL:

- 5.1 This Agreement shall remain in effect until the Executive Committee, consistent with the voting provisions of Section 8.3, votes to terminate this Agreement and FERC accepts that termination, or FERC otherwise terminates the Agreement.
- 5.2 Any Party may withdraw its participation as a member of the WSPP and as a Party to this Agreement by providing thirty (30) days prior written notice to the Operating Agent and to the WSPP Homepage, and to all of its counterparties to outstanding transactions. As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement or as a member of the WSPP, except with respect to each outstanding Confirmation, all outstanding rights and obligations arising under any such Confirmation and this Agreement shall remain in full force and effect as if the withdrawal had not occurred. No Party shall oppose, before any court or regulatory agencies having jurisdiction, any other Party's withdrawal as provided in this Section.
- 5.3 Except as provided for in Section 5.2, after termination, or withdrawal with respect to the withdrawing Party, all rights to services provided under this Agreement shall cease, and no Party shall claim or assert any continuing right to such services thereunder. Except as provided in Section 5.2, no Party shall be required to provide services based in whole or in part on the existence of this Agreement or on the provision of services under this Agreement beyond the termination date, or date of withdrawal with respect to the withdrawing Party. If the Parties have entered into a master confirmation agreement only for WSPP transactions as that term is defined in Section 32.10, the withdrawing Party shall have no further rights under that

master confirmation agreement except for transactions that were outstanding at the time of the withdrawal.

- 5.4 The Parties subject to FERC jurisdiction under the Federal Power Act shall have the right to terminate their participation as a Member of the WSPP and as Party to this Agreement and any Confirmation without the necessity of filing with or approval by FERC, provided that such Parties comply with the requirements of Section 5.2.

6. SERVICE SCHEDULES AND WSPP DEFAULT TRANSMISSION TARIFF:

6.1 The Parties contemplate that they may, from time to time, add or remove Service Schedules under this Agreement. The attached Service Schedules A through E for Economy Energy Service, Unit Commitment Service, Firm Capacity/Energy Sale or Exchange Service, Operating Reserve – Spinning and Operating Reserve – Supplemental, and Energy Imbalance and Generator Imbalance Power, and Service Schedule R for Renewable Energy Certificate Transactions With And Without Energy, are incorporated into and made a part of this Agreement. Nothing contained herein shall be construed as affecting in any way the right of the Parties to jointly make application to FERC for a change in the rates and charges, classification, service, terms, or conditions affecting WSPP transactions under Section 205 of the Federal Power Act and pursuant to FERC rules and regulations promulgated thereunder. Additional Service Schedules or amendments to existing Service Schedules, if any, shall be adopted only by amendment of this Agreement approved by the Executive Committee pursuant to Section 8.3 and shall become effective on the effective date allowed or accepted by FERC consistent with Section 39.

6.2 **[RESERVED]**

6.3 When the WSPP Default Transmission Tariff applies as specified in the preamble to such Default Transmission Tariff, Transmission Service under it shall be available both to Parties and non-Parties under this Agreement; provided, however, each Party or non-Party must be an eligible customer under the WSPP Default Transmission Tariff in order to receive service.

7. ADMINISTRATION:

- 7.1 The WSPP shall perform the administrative tasks necessary and appropriate to implement this Agreement. All authority to direct, manage and administer the WSPP shall reside in the Executive Committee. All duties assigned under this Agreement, or otherwise, to the Operating Committee, sub-committees, officers, Administrative Committee, or Operating Agent, are delegated powers of the Executive Committee and are subject to the Executive Committee's direction and control. The WSPP may engage the services of an Operating Agent, from time to time, to perform tasks in furtherance of this Agreement.
- 7.2 At least sixty (60) days prior to each calendar year that this Agreement is in effect, the Administrative Committee shall submit a budget for said year of operation to the Operating Committee for review. The proposed budget shall then be submitted, with the Operating Committee's recommendations, to the Executive Committee. The Executive Committee may approve the budget as submitted or with revisions. The Administrative Committee, Operating Committee, and Executive Committee shall address any appropriate revisions of the budget in the same manner.
- 7.3 The WSPP shall, as necessary, bill the Parties for costs incurred under this Agreement on an estimated basis reasonably in advance of when due, and such billings shall be paid by the Parties when due. Such billings shall be adjusted in the following month(s) to reflect recorded costs. Billing and payment of WSPP costs shall otherwise be implemented in accordance with the provisions of Section 9.

- 7.4 The WSPP shall maintain the WSPP Homepage and, as it deems appropriate, may engage a contractor for this purpose.
- 7.5 Each Party shall maintain a link to the WSPP Homepage and shall be responsible for expenses related thereto.
- 7.6 The WSPP, at reasonable times and places, shall make available its books of account, and records and documentation supporting expenditures under this Agreement, for the inspection of any Party for a period of time not to exceed two (2) years from the time such expenditures were incurred. A Party requesting review of the WSPP's records shall give the WSPP sufficient notice of its intent, but in no event less than thirty (30) days. The requesting Party may perform this review using personnel from its own staff or designate a certified public accounting firm for the purpose of this review. All costs incurred to perform this review shall be at the requesting Party's own expense. The Party performing the review shall not voluntarily release the WSPP's records or disclose any information contained therein to any third party unless the written consent of the WSPP and the Executive Committee has been obtained, except as required by law.
- 7.7 Upon the termination of this Agreement, in accordance with applicable law, the WSPP shall dispose of any and all of its assets and wind up its affairs as the Executive Committee may direct.

8. EXECUTIVE AND OPERATING COMMITTEES:

As a means of securing effective and timely cooperation within the activities hereunder and as a means of dealing on a prompt and orderly basis with various problems which may arise in connection with system coordination and operation under changing conditions, the Parties hereby establish an Executive Committee and an Operating Committee.

8.1 Executive Committee:

The Executive Committee shall consist of one representative and an alternate from each Party designated pursuant to Section 8.5 herein. The responsibilities of the Executive Committee are as follows:

- 8.1.1 To establish and amend bylaws of the WSPP consistent with this Agreement and to serve as the Board of Directors of the WSPP in accordance with applicable law.
- 8.1.2 To establish standing or ad hoc sub-committees as it may from time to time deem necessary or appropriate and appoint or elect members thereto. Such sub-committees shall include an Administrative Committee, as a standing committee, to administer the affairs of the WSPP as the Executive Committee may direct or approve. The Administrative Committee shall be comprised of the Chairman, Vice-Chairman, Secretary and Treasurer of the WSPP and the Chairman, and Vice-Chairman, and Secretary of the Operating Committee.
- 8.1.3 To review at least annually the service activities hereunder to ensure that such activities are consistent with the spirit and intent of this Agreement.

- 8.1.4 To review any unresolved issues which may arise hereunder and endeavor to resolve the issues.
- 8.1.5 To review and approve the WSPP's annual budget under this Agreement, and any revision thereto, in accordance with Section 7.2 of this Agreement or otherwise as the Executive Committee deems necessary or appropriate.
- 8.1.6 To amend this Agreement, from time to time, provided that no such amendment or restatement shall be effective unless approved or accepted by the FERC and subject to terms and conditions of such approval or acceptance. The effectiveness of any amendment also shall be consistent with Section 39.
- 8.1.7 To review and act on the application of an entity to become a Party to this Agreement, or to delegate such authority as the Executive Committee deems appropriate.
- 8.1.8 To do such other things and carry out such duties as specifically required or authorized by this Agreement.
- 8.1.9 To notify any Party of the rescission of its interest in this Agreement due to its failure to continue to meet the requirements of Section 16.1, or to delegate such authority to the Chairman of the Executive Committee, the Chairman of the Operating Committee, or the Administrative Committee.
- 8.1.10 To arrange for legal representation of the WSPP.

8.2 Operating Committee:

The Operating Committee shall consist of one representative and an alternate from each Party designated pursuant to Section 8.5. The responsibilities of the Operating Committee are as follows:

- 8.2.1 To establish, review, approve, or modify procedures and standard practices, consistent with the provisions hereof, for the guidance of operating employees in the Parties' electric systems as to matters affecting transactions under this Agreement.
- 8.2.2 To submit to the Executive Committee any proposed revisions to the Service Schedules or proposed additional Service Schedules.
- 8.2.3 To submit to the Executive Committee proposed amendments to this Agreement, provided that the Operating Committee shall have no authority to amend this Agreement, and further provided that the Executive Committee may amend this Agreement under Section 8.1.6 without having first received recommendations from the Operating Committee.
- 8.2.4 To establish, review, approve, or modify any scheduling or operating procedures required in connection with transactions under this Agreement.
- 8.2.5 To review and make recommendations to the Executive Committee for approval of the annual budget of the WSPP under this Agreement, including any proposed revisions thereto.
- 8.2.6 To review and recommend as necessary the types and arrangement of equipment for intersystem communication facilities to enhance transactions and benefits under this Agreement.
- 8.2.7 To monitor the administration and costs of the WSPP Homepage.
- 8.2.8 If the Executive Committee so directs, to review new member applications for membership in the WSPP under this Agreement and make

recommendations on said applications to the Executive Committee, or to delegate such authority as the Operating Committee deems appropriate.

8.2.9 To establish standing or ad hoc sub-committees and appoint or elect members of the Operating Committee thereto, provided that such sub-committees shall make recommendations to the Operating Committee and shall not be authorized to take any action or exercise any power reserved to the Operating Committee. Each sub-committee may elect a chairman, vice chairman, and secretary as it deems appropriate.

8.2.10 To do such other things and carry out such duties as specifically required or authorized by this Agreement or as directed by the Executive Committee; provided, however, that the Operating Committee shall have no authority to amend this Agreement.

8.3 All matters which require Operating Committee or Executive Committee approval as provided in this Agreement shall be by no less than ninety percent (90%) affirmative agreement of the committee members present or voting by proxy.

8.4 Unless otherwise agreed by all committee members of the Executive Committee or Operating Committee, as applicable, the Chairman of the Executive Committee and the Chairman of the Operating Committee shall cause all members of the applicable committee to receive notice of a committee meeting at least ten (10) Business Days prior to the date of the meeting. Such notice shall include an agenda of matters to be discussed and voted on at the meeting. All material issues to be submitted to a vote of the committee shall appear on the agenda.

- 8.5 In accordance with Section 16.5.1, each Party shall give notice to the WSPP of the name of its designated representative and alternate representative (to act in the absence of the designated representative) on each of the Executive Committee and Operating Committee, and of any changes thereto, and WSPP shall publish a listing of all such representatives on the WSPP Homepage. Each Party's designated representatives shall be authorized to act on its behalf with respect to votes taken of members of each committee and other activities of the committee.
- 8.6 The Executive Committee shall meet no less than once annually and otherwise as determined by its Chairman in his discretion. The Operating Committee shall meet as necessary, as determined by its Chairman in his discretion. A Chairman shall call a meeting of such committee upon the written request of not less than ten (10) members of the applicable committee.
- 8.7 The Executive Committee shall elect a Chairman, Vice-Chairman, Secretary and Treasurer. The Operating Committee shall elect a Chairman, Vice-Chairman, and Secretary. These officers shall serve terms of two-years duration, which terms shall commence on January 1 of the year following the election and expire on December 31 of the subsequent year, provided, that despite the expiration of an officer's term, the officer shall continue to serve until the officer's successor is elected and commences to serve, and further provided that with or without cause, the Executive Committee or Operating Committee, as applicable, may elect a substitute officer prior to the expiration of a term.
- 8.7.1 The Chairman of the Executive Committee shall be the Chairman of the WSPP. The Chairman shall preside over meetings of the Executive

Committee and, when the Executive Committee is not in session, exercise day to day management and control of the business and affairs of the WSPP, subject at all times to this Agreement and the direction of the Executive Committee.

8.7.2 The Vice-Chairman of the Executive Committee shall be the Vice-Chairman of the WSPP. The Vice-Chairman, in the absence or disability of the Chairman, shall exercise the powers and perform the duties of the Chairman and such other duties as the Executive Committee or the Chairman may prescribe, subject at all times to this Agreement and the direction of the Executive Committee.

8.7.3 The Secretary of the Executive Committee shall be the Secretary of the WSPP. The Secretary, or his designee, shall record minutes of meetings and actions of the Executive Committee, perform the customary duties of a secretary of a non-profit corporation, and attend to the giving and serving of all notices required by law or under this Agreement as the Chairman may direct.

8.7.4 The Treasurer of the Executive Committee shall be the Treasurer of the WSPP. The Treasurer shall have custody of all funds, securities, and evidences of indebtedness of the Corporation. The Treasurer shall receive and give receipts for moneys paid in on account of the Corporation and shall pay out of the funds on hand any bills, payrolls and other just debts of the Corporation of whatever nature upon maturity. The Treasurer shall maintain full and accurate accounts of all moneys received and paid out on account of the Corporation. The Treasurer shall deposit all moneys and other valuables

in the name and to the credit of the Corporation in such depositories as may be designated by the Executive Committee. The Treasurer shall adhere to budgets determined by the Executive Committee, including the annual budget under section 8.1.4 of this Agreement, and shall perform such other duties as are customary for a treasurer of a non-profit corporation.

- 8.7.5. The Chairman of the Operating Committee shall preside over Operating Committee meetings. The Vice Chairman of the Operating Committee shall serve in the absence of the Chairman and perform such other duties as the Operating Committee may assign. The Secretary of the Operating Committee, or his designee, shall record minutes of meetings and actions of the Operating Committee, and shall give notice of meetings as the Chairman may direct.

9. PAYMENTS:

- 9.1 The accounting and billing period for transactions under this Agreement shall be one (1) calendar month. Bills sent to any Party shall be sent to the appropriate billing address as set forth on the WSPP homepage or as otherwise specified by such Party.
- 9.2 Payments for amounts billed under this Agreement and any Confirmation shall be received by the Party to be paid on the 20th day of the month in which the invoice was received or the tenth (10) day after receipt of the bill, whichever is later. Notwithstanding the foregoing, Premiums shall be paid within three (3) Business Days of receipt of the invoice. Payment shall be made at the location designated by the Party to which payment is due. Payment shall be considered received when payment is received by the Party to which Payment is due at the location designated by that Party. If the due date falls on a non-Business Day of either Party, then the payment shall be due on the next following Business Day.
- 9.3 Amounts not paid on or before the due date shall be payable with interest calculated daily, at a rate equal to 200 basis points above the per annum Prime Rate reported daily in the Wall Street Journal for the period beginning on the day after the due date and ending on the day of payment, provided that such interest shall not exceed the amount permitted by law.
- 9.4 In order to dispute a bill in whole or in part, a Party must provide written notice of the dispute to the other Party to the transaction. Such written notice shall specify the amount in dispute and state the basis for the dispute. In case any portion of any bill is in dispute, the entire bill shall be paid when due. Any excess amount of bills

which, through inadvertent errors or as a result of a dispute, may have been overpaid shall be returned by the owing Party upon determination of the correct amount, with interest calculated in the manner set forth in Section 9.3. A Party shall have the right to dispute the accuracy of any bill or payment only for a period of two (2) years from the date on which the bill was initially delivered.

9.5 If a Party's records reveal that a bill was not delivered, then the Party may deliver to the appropriate Party a bill within two (2) years from the date on which the bill would have been delivered under Section 9.1 of this Agreement. The right to payment is waived with respect to any amounts not billed within such two (2) year period.

9.6 Each Party, or any third party representative of a Party, shall keep complete and accurate records, and shall maintain such data as may be necessary for the purpose of ascertaining the accuracy of all relevant data, estimates, or statements of charges submitted hereunder for a period of two (2) years from the date the bill was delivered under this Agreement and/or Confirmation.

Within a two (2) year period from the date on which the bill was initially delivered, any Party to the applicable transaction may request in writing copies of the records of the other Party for that transaction to the extent reasonably necessary to verify the accuracy of any statement or charge. The Party from which documents or data has been requested shall provide all reasonably requested documents and data within a reasonable time period.

10. UNCONTROLLABLE FORCES:

No Party shall be considered to be in breach of this Agreement or any applicable Confirmation to the extent that a failure to perform its obligations under this Agreement or any such Confirmation is due to an Uncontrollable Force. The term "Uncontrollable Force" means an event or circumstance which prevents one Party from performing its obligations under one or more transactions, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which by the exercise of due diligence the claiming Party is unable to avoid, cause to be avoided, or overcome. So long as the requirements of the preceding sentence are met, an "Uncontrollable Force" may include and is not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, act of terrorism, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority.

The following shall not be considered "Uncontrollable Forces": (i) Seller's cost of obtaining capacity and/or energy; or (ii) Purchaser's inability due to the price of the capacity and/or energy, to use or resell such capacity and/or energy. No Party shall, however, be relieved of liability for failure of performance to the extent that such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of an Uncontrollable Force shall give prompt notice of such fact and shall exercise due

diligence, as provided above, to remove such inability within a reasonable time period. If oral notice is provided, it shall be promptly followed by written notice.

Where the entity providing transmission services for transactions under this Agreement and Confirmation interrupts such transmission service, the interruption in transmission service shall be considered an Uncontrollable Force under this Section 10 only in the following two sets of circumstances:

- (1) An interruption in transmission service shall be considered an Uncontrollable Force if (a) the Parties agreed on a transmission path for that transaction in the Confirmation (b) firm transmission involving that transmission path was obtained pursuant to a transmission tariff or contract to effectuate the transaction under this Agreement and Confirmation, and (c) the entity providing transmission service curtailed or interrupted such firm transmission pursuant to the applicable transmission tariff or contract. There shall be no due diligence obligation associated with interruptions under this subparagraph (1).
- (2) If the Parties did not agree on the transmission path for a transaction in the Confirmation, an interruption in transmission service shall be considered an Uncontrollable Force only if (a) the Party contracting for transmission services shall have made arrangements with the entity providing transmission service for firm transmission to effectuate the transaction under the Agreement and Confirmation, (b) the entity providing transmission service curtailed or interrupted such transmission service, and (c) the Party which contracted for such firm transmission services could not obtain alternate energy at the delivery point, alternate

transmission services, or alternate means of delivering energy after exercising due diligence.

No Party shall be relieved by operation of this Section 10 of any liability to pay for power delivered to the Purchaser or to make payments then due or which the Party is obligated to make with respect to performance which occurred prior to the Uncontrollable Force.

11. WAIVERS:

Any waiver at any time by any Party of its rights with respect to a default under this Agreement or any Confirmation, or any other matter under this Agreement, shall not be deemed a waiver with respect to any subsequent default of the same or any other matter.

12. NOTICES:

- 12.1 Except for the oral notice provided for in Section 10 of this Agreement, any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, or sent by either registered or certified mail (postage prepaid), prepaid telegram, fax, or overnight delivery (with record of receipt).
- 12.2 Notices and requests of a routine nature applicable to delivery or receipt of capacity and/or energy shall be given in such manner as the Parties to a transaction shall prescribe in a Confirmation or otherwise; provided, however, if the Parties have not prescribed a method of providing such routine notices, then the procedures in Section 12.1 shall apply.

13. EFFECT OF APPROVALS:

- 13.1 This Agreement and all Confirmations are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Nothing contained in this Agreement or any Confirmation shall give FERC jurisdiction over those Parties not otherwise subject to such jurisdiction or be construed as a grant of jurisdiction over any Party by any state or federal agency not otherwise having jurisdiction by law.
- 13.2 Nothing in this Agreement or any Confirmation is intended to restrict the authority of the Bonneville Power Administration (BPA) pursuant to applicable statutory authority to use its existing wholesale power and transmission rates or to adopt new rates, rate schedules, or general rate schedule provisions for application under this Agreement and obtain interim or final approval of those rates from FERC pursuant to Section 7 of the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. Sec. 839e, provided such rates do not exceed the maximum rates in the applicable Service Schedule and are consistent with the terms and conditions of said Service Schedule.
- 13.3 Nothing contained in this Agreement or any Confirmation shall be construed to establish any precedent for any other agreement or to grant any rights to or impose any obligations on any Party beyond the scope and term of this Agreement or any Confirmation.

14. TRANSFER OF INTEREST IN AGREEMENT:

No Party shall voluntarily transfer its membership in the WSPP under this Agreement without the written consent and approval of all other Parties except to a Successor in Operation of such Party. With regard to the transfer of the rights and obligations of any Party associated with transactions under this Agreement and Confirmation(s), neither Party to such transactions may assign such rights or obligations unless (a) the other Party provides its prior written consent which shall not be unreasonably withheld; or (b) the assignment is to a Successor in Operation which provides reasonable creditworthiness assurances (see Section 27 for examples of such assurances) if required by the non-assigning Party based upon its reasonably exercised discretion. Any successor or assignee of the rights of any Party, whether by voluntary transfer, judicial or foreclosure sale or otherwise, shall be subject to all the provisions and conditions of this Agreement and Confirmation(s) (where applicable) to the same extent as though such successor or assignee were the original Party under this Agreement or the Confirmation(s), and no assignment or transfer of any rights under this Agreement or any Confirmation(s) shall be effective unless and until the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement and any Confirmation(s) (where applicable). The execution of a mortgage or trust deed or a judicial or foreclosure sale made thereunder shall not be deemed a voluntary transfer within the meaning of this Section 14.

15. SEVERABILITY:

In the event that any of the terms, covenants or conditions of this Agreement or any Confirmation, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and the Confirmation and their application shall not be affected thereby, but shall remain in force and effect unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Agreement or such Confirmation(s).

16. MEMBERSHIP:

- 16.1 Any Electric Utility, Retail Entity, Qualifying Facility, or Demand Response Entity may become a Party to this Agreement. The Executive Committee shall notify such Electric Utility, Retail Entity, Qualifying Facility, or Demand Response Entity of its decision within sixty (60) days of a request to become a Party to this Agreement, and any acceptable entity shall become a Party hereto by the execution of this Agreement or a counterpart hereof, payment of costs pursuant to Section 16.4, and concluding any necessary acceptance or approval referred to in Section 13. Any such Party, if it is subject to the ratemaking jurisdiction of FERC, shall be responsible for any FERC filing necessary for it to implement its performance under this Agreement.
- 16.2 Each Party shall continue to meet the requirements of Section 16.1 in order to remain a Party to this Agreement
- 16.3 Being a Party to this Agreement shall not serve as a substitute for contractual arrangements that may be needed between any Party which operates a Control Area and any other Party which operates within that Control Area.
- 16.4 Any entity that becomes a Party to this Agreement which was not a party to the experimental Western Systems Power Pool Agreement shall pay a one time fee of \$25,000 under this Agreement in recognition of prior efforts and costs incurred by the parties to the experimental Western Systems Power Pool Agreement, which efforts greatly facilitated development of this Agreement. Such fee shall be credited to future costs of the WSPP incurred hereunder.

16.5 In addition to requirements set forth elsewhere in this Agreement imposed on Parties as part of their membership in the WSPP, each Party shall abide by the following requirements:

16.5.1 Each Party shall maintain updated information regarding its Executive Committee and Operating Committee representatives on the WSPP Homepage and shall submit changes within a reasonable time period.

16.5.2 With regard to disputes involving transactions under this Agreement or other agreements, no Party shall seek to conduct discovery of the WSPP or issue or seek to obtain the issuance of any subpoena to the WSPP or WSPP officers acting in their capacities as officers of the WSPP or of the WSPP's attorneys or consultants with regard to their work for the WSPP or their opinions regarding the construction or interpretation of any clause of the Agreement, provided that the foregoing prohibition shall not apply in proceedings brought against the WSPP. In the event a Party seeks to compel discovery or testimony in violation of this Section, that Party shall be deemed to have consented to the quashing of the subpoena or other process providing therefor. Notwithstanding any other provision in this Agreement, a Party that seeks to conduct discovery or issue or seek to obtain the issuance of any subpoena in breach of this provision shall compensate the WSPP and its officers, attorneys, and consultants, as applicable, for all out-of-pocket costs incurred.

16.6 An entity shall become a Party to this Agreement and a member of the WSPP upon satisfaction of the requirements in this Section 16 and on the date allowed by FERC

if it is a FERC public utility or upon the date of satisfaction of the requirements in this Section 16 if it is not a FERC public utility.

17. RELATIONSHIP OF PARTIES:

- 17.1 Nothing contained in this Agreement or in any Confirmation shall be construed to create an association, joint venture, trust, or partnership, or agency relationship between or among the Parties, or to impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and under any applicable Confirmation.
- 17.2 All rights and obligations of the Parties under this Agreement are several and are not joint.

18. NO DEDICATION OF FACILITIES:

Any undertaking by one Party to another Party under any provision of this Agreement shall not constitute the dedication of the electric system or any portion thereof of the undertaking Party to the public or to the other Party, and it is understood and agreed that any such undertaking under any provision of this Agreement by a Party shall cease upon the termination of such Party's obligations under this Agreement.

19. NO RETAIL SERVICES:

Nothing contained in this Agreement shall grant any rights to or obligate any Party to provide any services hereunder directly to or for retail customers of any Party.

20. THIRD PARTY BENEFICIARIES:

This Agreement shall not be construed to create rights, in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein except as provided for in Section 14.

21. LIABILITY AND DAMAGES:

21.1 This Agreement contains express remedies and measures of damages in Sections 21.3 and 22 for non-performance or default. This Agreement also contains additional remedies to enforce payment of monies due and to enforce terms of the Agreement and applicable Confirmations in Section 21.2.

ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED.

Therefore, except as provided in Sections 21.3 and 22, no Party or its directors, members of its governing bodies, officers or employees shall be liable to any other Party or Parties for any loss or damage to property, loss of earnings, or revenues, personal injury, or any other direct, indirect, or consequential damages or injury, or punitive damages, which may occur or result from the performance or non-performance of this Agreement (including any applicable Confirmation), including any negligence arising hereunder. Any liability or damages incurred by an officer or employee of a Federal agency or by that agency that would result from the operation of this provision shall not be inconsistent with Federal law.

21.2 Any Party due monies under this Agreement, the amounts of which are not in dispute or if disputed have been the subject of a decision awarding monies, (i) shall have the right to seek payment of such monies in any forum having competent jurisdiction and (ii) shall possess the right to seek relief directly from that forum without first utilizing the mediation or arbitration provisions of this Agreement and without exercising termination and liquidation rights under Section 22.

In addition, each Party shall possess the right to seek specific performance (injunctive relief) of the non-delivery related terms of this Agreement and any

Confirmation in any forum having competent jurisdiction. In seeking to enforce the terms of this Agreement, however, consistent with Section 21.1, no Party is entitled to receive or recover monetary damages except as provided in Sections 21.3 and 22.

21.3 The following damages provision shall apply to all transactions under this Agreement. For transactions under Service Schedule A, however, this damages provision or some other damages provision will apply only if such a damages provision is agreed to through a Confirmation. The damages under this Section 21.3 apply to a Party's failure to deliver or receive (or make available in the case of capacity) capacity and/or energy in violation of the terms of the Agreement and any Confirmation. The Contract Quantity and Contract Price referred to in this Section 21.3 are part of the agreement between the Parties for which damages are being calculated under this Section.

(a) If either Party fails to deliver or receive (or make available in the case of capacity), as the case may be, the quantities of capacity and/or energy due under the Agreement and any Confirmation (thereby becoming a "Non-Performing Party" for the purposes of this Section 21.3), the other party (the "Performing Party") shall be entitled to receive from the Non-Performing Party an amount calculated as follows (unless performance is excused by Uncontrollable Forces as provided in Section 10, the applicable Service Schedule, or by the Performing Party):

(1) If the amount the Purchaser scheduled or received in any hour is less than the applicable hourly Contract Quantity, then the Purchaser

shall be liable for (a) the product of the amount (whether positive or negative), if any, by which the Contract Price differed from the Resale Price (Contract Price - Resale Price) and the amount by which the quantity provided to the Purchaser was less than the hourly Contract Quantity; plus (b) the amount of transmission charge(s), if any, for firm transmission service upstream of the delivery point, which the Seller incurred to achieve the Resale Price, less the reduction, if any, in transmission charge(s) achieved as a result of the reduction in the Purchaser's schedule or receipt of electric energy (based on Seller's reasonable commercial efforts to achieve such reduction). If the total amounts for all hours calculated under this paragraph (1) are negative, then neither the Purchaser nor the Seller shall pay any amount under this Section 21.3(a)(1).

- (2) If the amount the Seller scheduled or delivered (or made available in the case of capacity) in any hour is less than the applicable hourly Contract Quantity, then the Seller shall be liable for (a) the product of the amount (whether positive or negative), if any, by which the Replacement Price differed from the Contract Price (Replacement Price - Contract Price) and the amount by which the quantity provided by the Seller was less than the hourly Contract Quantity; plus (b) the amount of transmission charge(s), if any, for firm transmission service downstream of the delivery point, which the Purchaser incurred to achieve the Replacement Price, less the

reduction, if any, in transmission charge(s) achieved as a result of the reduction in the Seller's schedule or delivery (based on Purchaser's reasonable commercial effort to achieve such reduction). If the total amounts for all hours calculated under this paragraph (2) are negative, then neither the Purchaser nor the Seller shall pay any amount under this Section 21.3(a)(2).

- (3) The Non-Performing Party also shall reimburse the Performing Party for any charges imposed on the Performing Party under open access transmission or FERC accepted or approved tariffs for regional organizations due to the non-performance.
- (4) The Non-Performing Party shall pay any amount due from it under this section within the billing period as specified in Section 9 of this Agreement or agreed to in the applicable Confirmation if the Parties agreed to revise the billing period in Section 9.
- (5) In the event (a) two Parties entered into two or more Confirmations in which the same Party is the Purchaser and the other Party is the Seller, (b) deliveries under two or more of such Confirmations are to occur, in whole or in part, on the same date and hour, and at the same delivery point, and (c) as to such date, hour, and delivery point, and with respect to one or more of such Confirmations, a Party is a Non-Performing Party (for purposes of this Section 21.3(a)(5), each such instance of non-performance, a "non-performed transaction"), then, as set out in this Section 21.3(a)(5), each non-performed

transaction shall be identified to a Confirmation, and the Contract Price of the Confirmation to which the non-performed transaction is identified, and the Contract Quantity of the non-performed transaction, shall be applied to the calculation of amounts due under Section 21.3(a)(1) through (3), as applicable.

The Parties in good faith shall seek to agree to the identification of each non-performed transaction to a Confirmation.

Each non-performed transaction not identified to a Confirmation by agreement, and any megawatt hours that are not fully accounted for by such identification, shall be identified to Confirmation(s) as follows:

- (i) The Performing Party in good faith shall determine whether each Confirmation is real-time, day-ahead, or forward; all Confirmations that are not real-time or day-ahead shall be deemed forward Confirmations.
- (ii) The Performing Party in good faith shall determine whether each non-performed transaction is real-time, day-ahead, or forward; all non-performed transactions that are not real-time or day-ahead shall be deemed forward non-performed transactions.
- (iii) The Performing Party shall:
 - (x) identify real-time non-performed transactions to real-time Confirmations, provided, that if the megawatt hours of real-time non-performed transactions exceed the

megawatt hours of real-time Confirmations, then such excess megawatt hours shall be identified to day-ahead Confirmations and any excess megawatt hours remaining after such identification to day-ahead Confirmations shall be identified to forward Confirmations.

(y) identify day-ahead non-performed transactions to day-ahead Confirmations, provided, that if the megawatt hours of day-ahead non-performed transactions exceed the megawatt hours of day-ahead Confirmations, then such excess megawatt hours shall be identified to forward Confirmations.

(z) identify all remaining non-performed transactions to forward Confirmations.

The Performing Party, in its billing for amounts due under Section 21.3(a)(1) through (3), shall set out a detailed explanation of each applicable determination under parts (i), (ii), and (iii) of this Section 21.3(a)(5), and state the resulting Contract Quantity and Contract Price, and any amounts associated with each such determination under Section 21.3(a)(3).

- (b) The Parties agree that the amounts recoverable under this Section 21.3 are a reasonable estimate of loss and not a penalty, and represent the sole and exclusive remedy for the Performing Party. Such amounts are payable for the loss of bargain and the loss of protection against future risks.

- (c) Each Party agrees that it has a duty to mitigate damages in a commercially reasonable manner to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.
- (d) In the event the Non-Performing Party disputes the calculation of the damages under this Section 21.3, the Non-Performing Party shall pay the full amount of the damages as required by Section 9 of this Agreement to the Performing Party. After informal dispute resolution as required by Section 34.1, any remaining dispute involving the calculation of the damages shall be referred to binding dispute resolution as provided by Section 34.2 of this Agreement. If resolution or agreement results in refunds or the need for refunds to the Non-Performing Party, such refunds shall be calculated in accordance with Section 9.4 of this Agreement.
- (e) In the event non-performance of a transaction is accounted for by means of a Damages Settlement Transaction and the Damages Settlement Transaction is performed, then no damages shall be calculated or due under § 21.3(a) with respect to the non-performed transaction. Neither Party shall be required to enter into a Damages Settlement Transaction.

22. DEFAULT OF TRANSACTIONS UNDER THIS AGREEMENT AND CONFIRMATIONS:

22.1 EVENTS OF DEFAULT

An "Event of Default" shall mean with respect to a Party ("Defaulting Party"):

- (a) the failure by the Defaulting Party to make, when due, any payment required pursuant to this Agreement or Confirmation if such failure is not remedied within two (2) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("the Non-Defaulting Party"). The Non-Defaulting Party shall provide the notice by facsimile to the designated contact person for the Defaulting Party and also shall send the notice by overnight delivery to such contact person; or
- (b) the failure by the Defaulting Party to provide clear and good title as required by Section 33.3, or to have made accurate representations and warranties as required by Section 37 and such failure is not cured within five (5) Business Days after written notice thereof to the Defaulting Party; or
- (c) The institution, with respect to the Defaulting Party, by the Defaulting Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's rights or a petition is presented or instituted for its winding-up or liquidation; or
- (d) The failure by the Defaulting Party to provide adequate assurances of its ability to perform all of its outstanding material obligations to the Non-Defaulting Party under the Agreement or any Confirmation pursuant to

Section 27 of this Agreement or any substitute or modified provision in any Confirmation.

- (e) With respect to its Guarantor, if any:
 - (i) if a material representation or warranty made by a Guarantor in connection with this Agreement, or any transaction entered into hereunder, is false or misleading in any material respect when made or when deemed made or repeated; or
 - (ii) the failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guarantee made in connection with this Agreement, including any transaction entered into hereunder, and such failure shall not be remedied within three (3) Business Days after written notice; or
 - (iii) the institution, with respect to the Guarantor, by the Guarantor or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's rights or a petition is presented or instituted for its winding-up or liquidation; or
 - (iv) the failure, without written consent of the other Party, of a Guarantor's guarantee to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each transaction to which such guarantee shall relate; or

- (v) a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of, any guarantee.

22.2 REMEDIES FOR EVENTS OF DEFAULT

22.2(a) If an Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance of transactions under this Agreement; provided, however, (i) in no event shall any such suspension continue for longer than ten (10) Business Days; (ii) such suspension must include all transactions under this Agreement in effect as of the date of the suspension between the Defaulting Party and the Non-Defaulting Party; and (iii) such suspension is available only once for each default. This ten (10) day suspension period shall not affect in any way the thirty (30) day period for exercising a right of termination under Section 22.2(b). The Non-Defaulting Party shall have the unilateral right to exercise its rights under this Agreement including its termination rights at any time within the suspension period. The Defaulting Party shall have no suspension rights. In no event shall the suspension continue beyond the cure of or waiver by the Non-Defaulting Party of the applicable Event of Default. If the Non-Defaulting Party seeks to terminate the suspension period such that the suspension shall be terminated prior to the end of the ten (10) Business Day period specified above, it may do so only by providing at least twenty-four (24) hours written notice to the Defaulting Party before the suspension may be terminated.

22.2(b) If an Event of Default occurs, the Non-Defaulting Party shall possess the right to terminate all transactions between the Parties under this Agreement upon written notice (by facsimile or other reasonable means) to the Defaulting Party, such notice of termination to be effective immediately upon receipt. If the Non-Defaulting Party fails to exercise this right of termination within thirty (30) days following the time when the Event of Default becomes known (or more than thirty days if the Non-Defaulting and Defaulting Parties agree to an extension), then such right of termination shall no longer be available to the Non-Defaulting Party as a remedy for the Event(s) of Default; provided, however, this thirty day requirement for exercising termination rights shall not apply to defaults pursuant to Sections 22.1(c) and 22.1(e)(iii). The Non-Defaulting Party terminating transaction(s) under this Section 22.2 may do so without making a filing at FERC.

If the Non-Defaulting Party elects to terminate under this Section, it shall be required to terminate all transactions between the Parties under the Agreement at the same time. Upon termination, the Non-Defaulting Party shall liquidate all transactions as soon as practicable, provided that in no event will the Non-Defaulting Party be allowed to liquidate Service Schedule A transactions. The payment associated with termination ("Termination Payment") shall be calculated in accordance with this Section 22.2 and Section 22.3. The Termination Payment shall be the sole and exclusive remedy for the Non-Defaulting Party for each terminated

transaction ("Terminated Transaction") for the time period beginning at the time notice of termination under this Section 22 is received. Prior to receipt of such notice of termination by the Defaulting Party, the Non-Defaulting Party may exercise any remedies available to it under Section 21.3 of this Agreement or Confirmation(s), and any other remedies available to it at law or otherwise.

Upon termination, the Non-Defaulting Party may withhold any payments it owes the Defaulting Party for any obligations incurred prior to termination under this Agreement or Confirmation(s) until the Defaulting Party pays the Termination Payment to the Non-Defaulting Party. The Non-Defaulting Party shall possess the right to set-off the amount due it under this Section 22 by any such payments due the Defaulting Party as provided in Section 22.3(d).

22.3 LIQUIDATION CALCULATION OPTIONS

The Non-Defaulting Party shall calculate the Termination Payment as follows:

- (a) The Gains and Losses shall be determined by comparing the value of the remaining term, transaction quantities, and transaction prices under each Terminated Transaction had it not been terminated to the equivalent quantities and relevant market prices for the remaining term either quoted by a bona fide third-party offer or which are reasonably expected to be available in the market under a replacement contract for each Terminated Transaction. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations

from Dealers in energy contracts, any or all of the settlement prices of the NYMEX power futures contracts (or NYMEX power options contracts in the case of Physically-Settled Options) and other bona fide third party offers, all adjusted for the length of the remaining term and differences in transmission. It is expressly agreed that the Non-Defaulting Party shall not be required to enter into replacement transactions in order to determine the Termination Payment.

- (b) The Gains and Losses calculated under paragraph (a) shall be discounted to present value using the Present Value Rate as of the time of termination (to take account to the period between the time notice of termination was effective and when such amount would have otherwise been due pursuant to the relevant transaction). The "Present Value Rate" shall mean the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that matches the average remaining term of the Terminated Transactions; and
- (c) The Non-Defaulting Party shall set off or aggregate, as appropriate, the Gains and Losses (as calculated in Section 22.3(a)) and Costs and notify the Defaulting Party. If the Non-Defaulting Party's aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party shall, within three (3) Business Days of receipt of such notice, pay the Termination Payment to

the Non-Defaulting Party, which amount shall bear interest at the Present Value rate from the time notice of termination was received until paid. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, the Non-Defaulting Party, after any set-off as provided in paragraph (d), shall pay the remaining amount to the Defaulting Party within three (3) Business Days of the date notice of termination was received including interest at the Present Value from the time notice of termination was received until the Defaulting Party receives payment.

- (d) The Non-Defaulting Party shall aggregate or set off, as appropriate, at its election, any or all other amounts owing between the Parties (discounted at the Present Value Rate) under this Agreement and any Confirmation against the Termination Payment so that all such amounts are aggregated and/or netted to a single liquidated amount. The net amount due from any such liquidation shall be paid within three (3) Business Days following the date notice of termination is received.
- (e) (i) If the Non-Defaulting Party owes the Defaulting Party monies under this Section 22.3, then notwithstanding the three Business Day payment requirement detailed above, the Non-Defaulting Party may elect to pay the Defaulting Party the monies owed under this Section 22.3 over the remaining life of the contract(s) being terminated. The Non-Defaulting Party may make this election by providing written notice to the Defaulting Party within three Business Days of the notice being provided to terminate and liquidate under this Section

22.3. The Non-Defaulting Party shall provide the Defaulting Party with the details on the method for recovering the monies owed over the remaining life of the contract(s). That method shall ensure that the Defaulting Party receives a payment each month through the end of the term of each contract which allows it to receive the monies which would have been due it under Sections 22.3(c) and (d) in total (to be recovered over the term of the contract(s) to replicate as closely as possible the payment streams under such contract(s)) provided that the discounting using the Present Value Rate referenced in Section 22.3 (b) shall not be reflected in determining the amounts to be recovered under this provision. Any disputes as to the methodology shall be resolved pursuant to the dispute resolution procedures in Section 34, with binding arbitration pursuant to Section 34.2 required for disputes as to the methodology if mediation is unsuccessful.

- (ii) This Section 22.3(e) and the rights and obligations under it shall survive termination of any applicable transactions or agreements.
- (iii) The Party owed monies under this Section 22.3(e) shall have the right to request credit assurances consistent with Section 27 even after termination of any contract or transaction.
- (iv) If the Party owing money defaults on its payment obligations consistent with Section 22.1(a) or defaults with regard to providing credit assurances consistent with Section 22.1(d), then the other

Party shall have the right (by written notice) at any time after the Party owing money defaults to require that Party to pay all monies owed under all of the contracts subject to this Section 22.3(e) within three Business Days of receipt of the written notice. The monies to be paid under this accelerated payment provision shall be the remaining amounts to be paid under the contract(s) reflecting a discount using the Present Value Rate from the date of the written notice.

- (f) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation issue shall be submitted to informal dispute resolution as provided in Section 34.1 of this Agreement and thereafter binding dispute resolution pursuant to Section 34.2 if the informal dispute resolution does not succeed in resolving the dispute. Pending resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment calculated by the Non-Defaulting Party within three (3) Business Days (except if the option under 22.3(e) has been invoked in which case the payment times in that provision would apply) of receipt of notice as set forth in Sections 22.3(c) and (d) subject to the Non-Defaulting Party refunding, with interest, pursuant to Section 9.4, any amounts determined to have been overpaid.
- (g) For purposes of this Section 22.3:

- (i) "Gains" means the economic benefit (exclusive of Costs), if any, resulting from the termination of the Terminated Transactions, determined in a commercially reasonable manner as calculated in accordance with this Section 22.3;
- (ii) "Losses" means the economic loss (exclusive of Costs), if any, resulting from the termination of the Terminated Transactions, determined in a commercially reasonable manner as calculated in accordance with this Section 22.3;
- (iii) "Costs" means brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any specifically related arrangements which replace a Terminated Transaction, transmission and ancillary service costs associated with Terminated Transactions, and reasonable attorneys' fees, if any, incurred in connection with the Non-Defaulting Party enforcing its rights with regard to the Terminated Transactions. The Non-Defaulting Party shall use reasonable efforts to mitigate or eliminate these Costs.
- (iv) In no event, however, shall a Party's Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

22A. DEFAULT IN PAYMENT OF WSPP OPERATING COSTS:

22A.1 A Party shall be deemed to be in default in payment of its share of WSPP operating costs pursuant to Section 7 of this Agreement, if any, when payment is not received within ten (10) days after receipt of written notice. A default by any Party in such payment obligations shall be cured by payment of all overdue amounts together with interest accrued at the rate of one percent (1%) per month, or the maximum interest rate permitted by law, if any, whichever is less, prorated by days from the due date to the date the payment curing the default is made unless and until the Executive Committee shall determine another rate.

22A.2 A defaulting Party, which is in default under Section 22.A1, shall be liable for all costs, including costs of collection and reasonable attorney fees, plus interest as provided in Section 22.A1 hereof.

22A.3 The rights under this Agreement of a Party which is in default of its obligation to pay operating costs under this Agreement for a period of three (3) months or more may be revoked by a vote of the non-defaulting Parties' representatives on the Executive Committee consistent with Section 8.3. The defaulting Party's rights shall not be revoked, however, unless said Party has received at least thirty (30) days written notice of the non-defaulting Parties' intent to revoke such rights. Said notice shall state the date on which the revocation of rights shall become effective if the default is not cured and shall state all actions which must be taken or amounts which must be paid to cure the default. This provision allowing the non-defaulting Parties to revoke such rights is in addition to any other remedies provided in this Agreement or at law and shall in no way limit the non-defaulting Parties' ability to

seek judicial enforcement of the defaulting Party's obligations to pay its share of the operating costs under this Agreement. Upon the effective date of such revocation of rights, the defaulting party shall not be allowed to enter into any new transactions under this Agreement. The defaulting party under the Agreement and Confirmation(s) shall be required to carry out all obligations that existed prior to the effective date of such revocation. If a defaulting Party's rights under this Agreement have been revoked, the Executive Committee may restore that Party's rights upon the defaulting Party paying all amounts due and owing under this Agreement.

22A.4 Upon revocation of the rights of a defaulting Party under this Agreement, costs of the WSPP hereunder shall be equally shared among the remaining Parties. Cost allocation adjustments shall be retroactive to the date of the default.

23. OTHER AGREEMENTS:

No provision of this Agreement shall preclude any Party from entering into other agreements or conducting transactions under existing agreements with other Parties or third parties. This Agreement shall not be deemed to modify or change any rights or obligations under any prior contracts or agreements between or among any of the Parties.

24. GOVERNING LAW:

This Agreement and any Confirmation shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflicts of laws rules thereof. The foregoing notwithstanding, (1) if both the Seller and Purchaser are organized under the laws of Canada, then the laws of the province of the Seller shall govern, or (2) if the Seller or Purchaser is an agency of or part of the United States Government, then the laws of the United States of America shall govern.

25. JUDGMENTS AND DETERMINATIONS:

Whenever it is provided in this Agreement that a Party shall be the sole judge of whether, to what extent, or under what conditions it will provide a given service, its exercise of its judgment shall be final and not subject to challenge. Whenever it is provided that (i) a service under a given transaction may be curtailed under certain conditions or circumstances, the existence of which are determined by or in the judgment of a Party, or (ii) the existence of qualifications for membership shall be determined by the Executive Committee pursuant to Section 16, that Party's or the Executive Committee's determination or exercise of judgment shall be final and not subject to challenge if it is made in good faith and not made arbitrarily or capriciously.

26. COMPLETE AGREEMENT:

This Agreement and the Confirmation(s), shall constitute the full and complete agreement of the Parties with respect to a transaction, except as provided under Section 32.4.

27. CREDITWORTHINESS:

Should a Party's creditworthiness, financial responsibility, or performance viability become unsatisfactory to the other Party in such other Party's reasonably exercised discretion with regard to any transaction pursuant to this Agreement and any Confirmation, the dissatisfied Party (the "First Party") may require the other Party (the "Second Party") to provide, at the Second Party's option (but subject to the First Party's acceptance based upon reasonably exercised discretion), either (1) the posting of a Letter of Credit, (2) a cash prepayment, (3) the posting of other acceptable collateral or security by the Second Party, (4) a Guarantee Agreement executed by a creditworthy entity; or (5) some other mutually agreeable method of satisfying the First Party. The Second Party's obligations under this Section 27 shall be limited to a reasonable estimate of the damages to the First Party (consistent with Section 22.3 of this Agreement) if the Second Party were to fail to perform its obligations. Events which may trigger the First Party questioning the Second Party's creditworthiness, financial responsibility, or performance viability include, but are not limited to, the following:

- (1) The First Party has knowledge that the Second Party (or its Guarantor if applicable) are failing to perform or defaulting under other contracts.
- (2) The Second Party has exceeded any credit or trading limit set out in any Confirmation or other agreement between the Parties.
- (3) The Second Party or its Guarantor has debt which is rated as investment grade and that debt falls below the investment grade rating by at least one rating agency or is below investment grade and the rating of that debt is downgraded further by at least one rating agency.

- (4) Other material adverse changes in the Second Party's financial condition occur.
- (5) Substantial changes in market prices which materially and adversely impact the Second Party's ability to perform under this Agreement or any Confirmation occur.

If the Second Party fails to provide such reasonably satisfactory assurances of its ability to perform a transaction hereunder within three (3) Business Days of demand therefore, that will be considered an Event of Default under Section 22 of this Agreement and the First Party shall have the right to exercise any of the remedies provided for under that Section 22. Nothing contained in this Section 27 shall affect any credit agreement or arrangement, if any, between the Parties.

28. NETTING:

- 28.1 Parties shall net payments (associated with transactions under this Agreement and Confirmation(s)) in accordance with Exhibit A, if such Parties have executed the form attached as Exhibit A. The Parties' obligations to net shall include the netting of all payments received by the Parties in the same calendar month. Parties that have executed Exhibit A shall provide a signed copy of Exhibit A to a representative of the WSPP and to any Party that requests a copy and indicate on the WSPP Homepage that they have executed Exhibit A. If a Party indicated its election to net payments on the WSPP Homepage and that Party desires to withdraw its agreement to net, that Party shall provide at least 30 days notice on the WSPP Homepage of the change in its election to net and also shall provide, concurrent with its withdrawal notice, written notice to all Parties with which it has ongoing transactions or with which it has committed to future transactions under the Agreement at the time of the notice. Any such changes in netting status shall apply beginning at least 30 days after notice required by this Section 28.2 is provided and only shall apply to transactions agreed to beginning on or after the date the change in netting status becomes effective.
- 28.2 The Parties may by separate agreement either through a Confirmation or some other agreement set out specific terms relating to the implementation of the netting in addition to or in lieu of Exhibit A.
- 28.3 Each Party reserves to itself all rights, set offs, counterclaims, and other remedies and defenses (to the extent not expressly herein waived or denied) which such Party

has or may be entitled to arising from or out of this Agreement and any applicable Confirmation.

29. TAXES:

The Contract Price for all transactions under this Agreement shall include full reimbursement for, and the Seller is liable for and shall pay, or cause to be paid, or reimburse the Purchaser for if the Purchaser has paid, all taxes applicable to a transaction that arise prior to the delivery point. If the Purchaser is required to remit such tax, the amount shall be deducted from any sums due to the Seller. The Seller shall indemnify, defend, and hold harmless the Purchaser from any claims for such taxes. The Contract Price does not include reimbursement for, and the Purchaser is liable for and shall pay, cause to be paid, or reimburse the Seller for if the Seller has paid, all taxes applicable to a transaction arising at and from the delivery point, including any taxes imposed or collected by a taxing authority with jurisdiction over the Purchaser. The Purchaser shall indemnify, defend, and hold harmless the Seller from any claims for such taxes. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any tax. Taxes are any amounts imposed by a taxing authority associated with the transaction.

30. CONFIDENTIALITY:

- 30.1 The terms of any transaction under this Agreement or any other information exchanged by the Purchaser and Seller relating to the transaction shall not be disclosed to any person not employed or retained by the Purchaser or the Seller or their affiliates, except to the extent disclosure is (1) required by law, (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of any litigation or dispute, (3) otherwise permitted by consent of the other Party, which consent shall not be unreasonably withheld, (4) required to be made in connection with regulatory proceedings (including proceedings relating to FERC, the United States Securities and Exchange Commission or any other federal, state or provincial regulatory agency); (5) required to comply with North American Electric Reliability Organization, regional reliability council, or successor organization requirements; (6) necessary to obtain transmission service; or (7) to a developer of an index of electric power prices in accordance with Section 30.2. In the event disclosure is made pursuant to this provision, the Parties shall use reasonable efforts to minimize the scope of any disclosure and have the recipients maintain the confidentiality of any documents or confidential information covered by this provision, including, if appropriate, seeking a protective order or similar mechanism in connection with any disclosure. This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).
- 30.2 A Party may disclose the terms of transactions under this Agreement, excluding the identities of parties, to any developer of any index of electric power prices without

violation of the confidentiality obligations under Section 30.1 if: (1) the disclosing Party and the index developer have entered into a written agreement, prior to the disclosure, under which the developer has agreed to use the information solely for the development of an index of electric power prices for publication and not for any other purpose; and (2) the index with respect to which disclosure is made is an aggregation of terms of transactions and does not identify terms of single transactions or the identities of parties to transactions.

31. TRANSMISSION TARIFF:

Pursuant to FERC Order No. 888, issued on April 24, 1996, and FERC orders where applicable, the WSPP Default Transmission Tariff has been filed and has become effective. The Parties agree to be bound by the terms of that Tariff for so long as they are WSPP members.

32. TRANSACTION SPECIFIC TERMS AND ORAL AGREEMENTS:

32.1 General

32.1.1 A Confirmation shall include, at a minimum, the Standard Confirmation Provisions. (See Exhibit C for a sample). Subject to the limitations in Section 32.2 (Standard Confirmation Provisions) and Section 32.3 (Non-Standard Confirmation Provisions), the Confirmation shall be made in writing by a Documentary Writing or an Electronic Writing, or shall be an Electronic Platform Confirmation.

32.1.2 Pursuant to the provisions of this Section 32, the Parties to a transaction under this Agreement may agree to modify any term of this Agreement (other than provisions regarding the operation of the WSPP as an organization including Sections 7 and 8) which applies to such transaction, such agreement to be stated in a Confirmation or Confirmations.

32.1.3 Sections 32.2 and 32.3 shall not apply to an Electronic Platform Confirmation. Parties may amend an Electronic Platform Confirmation in accordance with the procedures, if any, of the applicable platform or exchange or in any other manner this Agreement permits. Each Electronic Platform Confirmation between WSPP members shall be subject to this Agreement, unless the transaction specified in the Electronic Platform Confirmation is subject to another agreement between the Parties other than a master Confirmation applicable to the Parties' WSPP Confirmations.

32.2 Process For Confirming Standard Confirmation Provisions.

32.2.1 Confirmation of Standard Confirmation Provisions For Transactions of Less Than One Week in Duration.

Confirmation for Standard Confirmation Provisions applicable to transactions of less than one week in duration may be through:

- (i) a Documentary Writing (including a Confirmation which is not executed by both Parties but which is binding under Section 32.2.3) or
- (ii) an Electronic Writing.

Notwithstanding the foregoing sentence, with respect to a transaction of less than one week in duration as agreed in an Electronic Writing and that is to commence within one week of that agreement, a subsequent proposed confirming Documentary Writing under Section 32.2.3 shall not vary the terms of the Electronic Writing unless the Documentary Writing is executed by both Parties.

32.2.2 Standard Confirmation Provisions For Transactions of One Week or More in Duration.

Written confirmation shall be required for all Standard Confirmation Provisions for transactions of one week or more in duration. Such written confirmation may be made by a Documentary Writing executed by both Parties or a Documentary Writing not executed by both Parties but which is binding under Section 32.2.3.

32.2.3 Written Confirmation Process for Standard Confirmation Provisions.

The Seller shall provide a proposed Documentary Writing containing the proposed Standard Confirmation Provisions which must be received by the Purchaser within five Business Days of the date of the agreement to the transaction. The Purchaser shall have five Business Days from date of receipt to accept or propose modifications to the proposed Documentary Writing. If the Purchaser does not respond within that time period, the Seller's proposed Documentary Writing shall be considered as accepted and shall be the final Confirmation. If the Seller fails to provide a proposed Documentary Writing within the five Business Days period, then, within the immediately subsequent five Business Days, the Purchaser may submit a proposed Documentary Writing to the Seller. The Seller shall then have five Business Days from date of receipt to accept or propose modifications to the proposed Documentary Writing. If the Seller does not respond within that time period, the Purchaser's proposed Documentary Writing shall be considered as accepted and shall be the final Confirmation.

32.3 Process for Confirming Non-Standard Confirmation Provisions.

32.3.1 Non-Standard Confirmation Provisions for Transactions of Less Than One Week in Duration. Confirmation for Non-Standard Confirmation Provisions for a transaction of less than one week in duration only may be through: (i) an Electronic Writing; or (ii) in a Documentary Writing executed by both Parties.

32.3.2 Non-Standard Confirmation Provisions for Transactions of One Week or More in Duration. Confirmation for Non-Standard Confirmation

Provisions for transactions of one week or more only shall be through a Documentary Writing executed by both Parties.

32.3.3 WSPP Agreement is a Default Agreement.

If the Parties to a transaction (i) do not reach agreement on any proposed Non-Standard Confirmation Provision and (ii) do not confirm it under Section 32.3.1 or 32.3.2, as applicable, then the term or terms of the Agreement, which the Parties could not reach agreement to modify or change or which are not considered modified pursuant to this Section 32.3, shall apply to the transaction.

32.4 Prior Discussions And Statements

32.4.1 A Confirmation under Section 32.2 and/or 32.3, shall, together with this Agreement, be an integrated contract with respect to the transaction, shall supersede all discussions and negotiations with respect thereto, and are intended by the Parties as a final expression of their agreement with respect to such terms as are included therein and may not be contradicted by evidence of any prior agreement unless there is clear and convincing evidence of a mutual mistake in the Confirmation.

32.4.2 Notwithstanding any provision in this Agreement (including Sections 32.3.2 and 32.4.1), until the Confirmation has become final in accordance with Sections 32.2 and/or 32.3 for a transaction, any oral agreement or electronic communication establishing agreement of the Parties relating to such transaction shall remain valid and binding.

- 32.5 The Parties agree not to contest, or assert any defense with respect to, the validity or enforceability of any agreement to the terms concerning a specific transaction, on the basis that documentation of such terms fails to comply with the requirements of any statute that agreements be written or signed. Each Party consents to the recording by the other Party, without any further notice, of telephone conversations between representatives of the Parties, which contain agreements to or discussion concerning the terms of a specific transaction. All such recordings may be introduced and admitted into evidence for the purpose of proving agreements to terms, and any objection to such introduction or admission for such purpose is hereby expressly waived.
- 32.6 In the event of a conflict between a binding and effective Confirmation and this Agreement, the Confirmation shall govern.
- 32.7 The Seller shall not be required to file any Confirmation with FERC except as provided in the Service Schedules.
- 32.8 Other Products and Service Levels: The Parties may apply this Agreement and make a Confirmation with respect to a product/service level defined under any other document or form of agreement (e.g., the California ISO tariff, the ERCOT agreement or the EEI agreement). The confirmation process set forth in Section 32.3 shall apply to any such Confirmation. Unless the Parties expressly state and agree that all the terms and conditions of such other agreement will apply to any such transaction consistent with Section 32.3, the transaction shall be subject to all the terms of this Agreement, except that (1) all service level/product definitions, (2) force majeure/uncontrollable force definitions, and (3) other terms as mutually

agreed shall have the meaning ascribed to them in the different agreement or in the applicable Confirmation.

32.9 Reserved.

32.10 The Parties may agree to modify terms of this Agreement for more than one transaction pursuant to a separate written agreement (a “master confirmation agreement”), which agreement shall be considered part of each Confirmation between the Parties and shall apply to all transactions entered into between the two Parties unless the Parties specifically agree to override such changes for a particular transaction consistent with the procedure in Section 32.2 or 32.3, whichever is applicable.

33. PERFORMANCE, TITLE, AND WARRANTIES FOR TRANSACTIONS UNDER SERVICE SCHEDULES:

33.1 Performance

33.1.1 The Seller shall deliver to the delivery point(s) as agreed to in the applicable Confirmation and sell to the Purchaser in accordance with the terms of the Agreement and such Confirmation.

33.1.2 The Purchaser shall receive and purchase the Contract Quantity, as agreed to by the Parties in the applicable Confirmation, at the delivery point(s) and purchase from the Seller in accordance with the terms of the Agreement and such Confirmation.

33.2 Title and Risk of Loss

Title to and risk of loss of the electric energy shall pass from the Seller to the Purchaser at the delivery point agreed to in the Confirmation; provided, however, with regard to federal agencies or parts of the United States Government, title to and risk of loss shall pass to Purchaser to the extent permitted by and consistent with applicable law.

33.3 Warranties

The Seller warrants that it will transfer to the Purchaser good title to the electric energy sold under the Agreement and any Confirmation, free and clear of all liens, claims, and encumbrances arising or attaching prior to the delivery point and that Seller's sale is in compliance with all applicable laws and regulations.

THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES,

**EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

34. DISPUTE RESOLUTION:

34.1 INFORMAL DISPUTE RESOLUTION

Before binding dispute resolution or any other form of litigation may proceed, any dispute between the Parties to a transaction under this Agreement first shall be referred to nonbinding mediation except for actions taken pursuant to Section 21.2. The Parties shall attempt to agree upon a mediator from a list of ten (10) candidates provided by the Chairman of the WSPP Operating Committee or his or her designee. If the Parties are unable to agree, then the Chairman or the designee shall appoint a mediator for the dispute. Neither the mediator nor the person involved on behalf of the WSPP in developing a list of mediators for the Parties to choose from or in selecting the mediator (if the Parties are unable to do so) shall possess a direct or indirect interest in either Party or the subject matter of the mediation. The WSPP shall establish procedures for the appointment of mediators and the conduct of mediation and those procedures shall apply to the mediation.

34.2 BINDING DISPUTE RESOLUTION

The Parties to a dispute may elect binding dispute resolution using the following process unless binding arbitration of certain disputes is required under this Agreement in which event the Parties shall use the process set forth in this Section 34.2 to resolve such disputes, unless the Parties otherwise agree:

- (a) **WSPP Dispute Resolution:** A Party to a dispute (if binding dispute resolution is required) or all Parties to a dispute (if agreement of the Parties is required for binding dispute resolution) may initiate binding dispute

resolution under WSPP procedures by notifying the Chairman of the WSPP Operating Committee or his or her designee. The Chairman or his or her designee shall provide the Parties with a list of ten (10) eligible arbitrators. Within ten (10) days of receiving the list, the Parties shall agree on a single arbitrator from the list to conduct the arbitration, or notify the Chairman of the Operating Committee or the designee of their inability to reach agreement. If notified of the Parties inability to reach agreement, then the Chairman or the designee shall choose the arbitrator from the list within five (5) days. Neither the arbitrator nor the person involved on behalf of the WSPP in developing a list of arbitrators for the Parties to choose from or in selecting the arbitrator (if the Parties are unable to do so) shall possess a direct or indirect interest in either Party or the subject matter of the arbitration. The Procedures to be used for this arbitration shall follow the arbitration procedures which shall be developed and maintained by the WSPP and the procedures will be generally consistent with the commercial arbitration rules of the American Arbitration Association though not involving the Association.

If the Parties agree to binding dispute resolution under this Section 34.2, each Party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by this arbitration provision. Notwithstanding the foregoing, nothing herein is intended to waive any provision of the Federal Arbitration Act, 9 U.S.C. § 1, et. seq., or any right under state statute

or common law to challenge an arbitration award or to prevent any action to enforce any arbitration award.

A Party's liability and damages under any arbitration award resulting from the process set forth in this Section 34.2 shall be limited as provided in this Agreement or in any Confirmation.

34.3 COSTS

Each Party shall be responsible for its own costs and those of its counsel and representatives. The Parties shall equally divide the costs of the arbitrator or mediator and the hearing.

34.4 CONFIDENTIALITY

Any arbitration or mediation under this Section 34 shall be conducted on a confidential basis and not disclosed, including any documents or results which shall be considered confidential, unless the Parties otherwise agree or such disclosure is required by law.

35. FORWARD CONTRACTS:

The Parties acknowledge and agree that all transactions under the Agreement and Confirmation(s) are forward contracts and that the Parties are forward contract merchants, as those terms are used in the United States Bankruptcy Code. The Parties acknowledge and agree that all of their transactions, together with this Agreement and the related Confirmation(s) form a single, integrated agreement, and agreements and transactions are entered into in reliance on the fact that the agreements and each transaction form a single agreement between the Parties.

36. TRADE OPTION EXEMPTION

The Parties intend that any Physically Settled Option under this Agreement shall qualify under the trade option exemption, 17 C.F.R. § 32.3. Accordingly, each Party buying or selling a Physically Settled Option agrees and warrants that any such option shall be offered only to a provider, user, or merchant and that the entities entering into the options are doing so solely for purposes related to their business.

37. ADDITIONAL REPRESENTATIONS AND WARRANTIES:

Each Party warrants and represents to the other(s) that it possesses the necessary corporate, governmental and legal authority, right and power to enter into and agree to the applicable Confirmation for a transaction or transactions and to perform each and every duty imposed, and that the Parties' agreement to buy and sell power under this Agreement and the Confirmation represents a contract. Each Party also warrants and represents to the other(s) that each of its representatives executing or agreeing through a Confirmation to a transaction under this Agreement is authorized to act on its behalf.

Each Party further warrants and represents that entering into this Agreement and any applicable Confirmation does not violate or conflict with its Charter, By-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any agreement to which it is a party and that this Agreement and applicable Confirmation, constitute a legal, valid and binding obligation enforceable against such Party in accordance with the terms of such agreements.

Each Party also represents that it is solvent and that on each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by the Purchaser to the Seller before delivery.

38. FLOATING PRICES:

- 38.1 In the event the Parties intend that the price for a transaction is to be based on an index, exchange or any other kind of variable reference price (such price being a “Floating Price”), the Parties shall specify the “Floating Price” to be used to calculate the amounts in a Confirmation due Seller for that transaction.
- 38.2 **Market Disruption.** If a Market Disruption Event has occurred and is continuing during the Determination Period, the Floating Price for the affected Trading Day shall be determined as follows. The Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price) for the affected Trading Day. If the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined in good faith by the Parties based upon (1) quotes from Dealers in energy contracts; and/or (2) quotes from Brokers in energy contracts. Each Party may obtain up to a maximum of four quotes which must be provided to the other Party no later than twenty-two Business Days following the first Business Day on which the Market Disruption Event occurred or existed. These quotes shall reflect transacted prices. The Floating Price for the affected Trading Day shall equal a simple average of the quotes obtained and provided by the Parties consistent with the provisions of this Section 38. Each Party providing quote(s) to the other Party also shall identify to that other Party the Dealer(s) and/or the Broker(s) who provided each of the quotes to allow verification.

“Determination Period” means each calendar month during the term of the relevant transaction; provided that if the term of the transaction is less than one calendar month the Determination Period shall be the term of the transaction.

“Market Disruption Event” means, with respect to an index, any of the following events (the existence of which shall be determined in good faith by the Parties): (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a material change in the formula for or the method of determining the Floating Price.

“Trading Day” means a day in respect of which the relevant price source published the relevant price or would have published the relevant price but for the Market Disruption Event.

38.3 Calculation of Floating Price. For the purposes of the calculation of a Floating Price, all numbers shall be rounded to three (3) decimal places. If the fourth (4th) decimal number is five (5) or greater, then the third (3rd) decimal number shall be increased by one (1), and if the fourth (4th) decimal number is less than five (5), then the third (3rd) decimal number shall remain unchanged.

38.4 Corrections. For the purposes of determining the relevant prices for any day, if the price published or announced on a given day and used or to be used to determine the relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement, either

Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will pay such amount consistent with the provisions of this Section 38.4. The amount that is payable as a result of the correction shall be included in the billing cycle in which the notice of the correction is provided.

39. AMENDMENT:

- 39.1 This Agreement may be amended upon the submission to FERC and acceptance by FERC of that amendment. The effective date of the amendment shall be the date on which FERC allows the amendment to become effective; provided, however, if the FERC orders a hearing on a filing under Section 205 of the Federal Power Act proposing an amendment to this Agreement, the amendment as it may be revised by the FERC shall not become effective until the FERC issues its final order (i.e. its order on rehearing before any judicial review) on the amendment. The Parties through the Executive Committee shall direct the filing of any amendments. The Parties to this Agreement agree to bound by this Agreement as it may be amended, provided that the Parties possess the right to challenge any amendments at FERC and to exercise any applicable withdrawal rights under this Agreement.
- 39.2 Unless otherwise stated in the amendment, all amendments shall apply only to new transactions entered into or agreed to on or after the effective date of the amendment. Preexisting agreements and transactions shall operate under the version of the WSPP Agreement effective at the time of the agreement for the transaction unless the Parties to a transaction or transactions mutually agree otherwise.
- 39.3 An agreement modifying this Agreement or a Confirmation for a transaction needs no consideration to be binding.

40. EXECUTION BY COUNTERPARTS:

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

41. WITNESS:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the 27th day of July, 1991 (or as of the date of execution of this Agreement by each Party's duly authorized representation, in the case of any Party that becomes a signatory to this Agreement subsequent to July 27, 1991).

By: _____
Name of signing official:
Title:
Name of Member:
Date:

EXHIBIT A

NETTING

Each Party that executes this Exhibit A to the Agreement agrees to net payments for transactions under the WSPP Agreement and the applicable Confirmation(s) with any other Party or Parties which also have agreed to net payments by executing a copy of this Exhibit A. The Party executing this Exhibit A shall indicate below when it desires that its agreement to net becomes effective. A Party agreeing to net under this Exhibit A shall comply with the provisions of Section 28.2 of the Agreement. Defined terms used herein are as defined in the WSPP Agreement. Netting shall be done in accordance with the following provision:

If the Purchaser and Seller are each required to pay an amount on the payment due date in the same month for transactions under the Agreement and Confirmation(s), then such amounts with respect to each Party will be aggregated and the Parties will discharge their obligations to pay through netting, in which case the Party owing the greater aggregate amount will pay to the other party the difference between the amounts owed consistent with the payment times in Section 9.2 of the Agreement, unless the Parties have otherwise agreed to a different payment time as allowed by the Agreement. Each Party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses to which it is or may be entitled, arising from or out of the Agreement. All outstanding payments between the Parties which are to be netted pursuant to this Exhibit A for transactions under WSPP Agreement and the applicable Confirmation(s) shall be offset against each other or set off or recouped therefrom.

Name of Authorized Representative

Effective Date for Netting

Name of WSPP Member

Signature of Authorized
Representative

Date of Execution

[WSPP SAMPLE FORM – PARTIES ARE FREE TO USE THIS OR DISREGARD IT.]

EXHIBIT B

FORM OF COUNTERPARTY GUARANTEE AGREEMENT

This Guarantee Agreement (this “Guarantee”), dated, as of [____], 199[____], is made and entered into by [____], a [____] corporation (“Guarantor”).

WITNESSETH:

WHEREAS, [____] (the “Company”) may enter into transactions involving power sales under the WSPP Agreement (“WSPP Agreement”) and related Confirmation(s)¹ (collectively “Agreements”) with [Company Name] (“Guaranteed Party”); and

WHEREAS, Guarantor will directly or indirectly benefit from the Agreements.

NOW THEREFORE, in consideration of the Guaranteed Party agreeing to conduct business with Company, Guarantor hereby covenants and agrees as follows:

1. GUARANTY. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of Company (the “Obligations”) to the Guaranteed Party in accordance with the Agreements. If Company fails to pay any Obligations, Guarantor shall promptly pay to the Guaranteed Party no later than the next Business Day (as defined in the WSPP Agreement), after notification, the amount due in the same currency and manner provided for in the Agreements. This Guarantee shall constitute a guarantee of payment and not of collection. Guarantor shall have no right of subrogation with respect to any payments it makes under this Guarantee until all of the Obligations of Company to the Guaranteed Party are paid in full. The liability of Guarantor under the Guarantee shall be subject to the following:

(a) Guarantor’s liability hereunder shall be and is specifically limited to payments expressly required to be made in accordance with the Agreements (even if such payments are deemed to be damages) and, except to the extent specifically provided in the Agreements, in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other even if such fees together with the payments exceed the cap in Section 1(b), damages, costs, except that Guarantor shall be required to pay reasonable attorney fees.

(b) The aggregate liability of the Guarantor shall not exceed [____] Million U.S. Dollars [____].

2. DEMANDS AND NOTICE. If Company fails or refuses to pay any Obligations, the Guaranteed Party may make a demand upon Guarantor (hereinafter referred to as a “Payment

1

Demand”). A Payment Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount Company has failed to pay and an explanation of why such payment is due, with a specific statement that the Guaranteed Party is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Payment Demand shall be effective as to any specific default during the continuance of such default, until Company or Guarantor has cured such default, and additional Payment Demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of [] and has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor enforceable against Guarantor in accordance with its terms, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity.

4. EFFECT OF BANKRUPTCY BY COMPANY. The Guarantor’s obligation to pay under this Guarantee shall not be affected in any way by the institution with respect to the Company of a bankruptcy, reorganization, moratorium or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor’s rights or a petition for the Company’s winding-up or liquidation.

5. AMENDMENT. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the Guarantor and Guaranteed Party hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against Company or any other person, or except as expressly hereinabove set forth, to require that the Guaranteed Party seek enforcement of any performance against Company or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of the Guaranteed Party in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreements.

Guarantor may terminate this Guarantee by providing written notice of such termination to the Guaranteed Party and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until fifteen (15) Business Days after receipt by the Guaranteed Party of such termination notice. No such termination shall affect Guarantor's liability with respect to any obligations arising under any transaction entered into prior to the time the termination is effective, which transaction shall remain guaranteed pursuant to the terms of this Guarantee.

7. ASSIGNMENT. The Guarantor shall not assign this Guarantee without the express written consent of the Guaranteed Party. The Guaranteed Party shall be entitled to assign its rights under this Agreement in its sole discretion.

8. NOTICE. Any Payment Demand, to the Guaranteed Party or the Guarantor notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To [Name of Guaranteed Party] _____

Attn: _____
Fax No.: (____) _____

To Guarantor: _____

Attn: _____
Fax No.: (____) _____

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF [State], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by the Guaranteed Party, its successors and assigns. The Guarantee embodies the entire agreement and understanding between Guarantor and the Guaranteed Party and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

[_____] _____
By: _____
Name: _____
Title: _____

EXHIBIT C
SAMPLE FORM FOR CONFIRMATION

1. Transaction Specific Agreements

The undersigned Parties agree to sell and purchase electric energy, or a Physically-Settled Option, pursuant to the WSPP Agreement as it is supplemented and modified below:

- (a) Seller: _____
- (b) Purchaser: _____
- (c) Period of Delivery: From ______ To ______
- (d) Schedule (Days and Hours): _____
- (e) Delivery Rate: _____
- (f) Delivery Point(s): _____
- (g) Type of Service (Check as Applicable)
 - Service Schedule A _____
 - Service Schedule B _____
 - Service Schedule C _____
 - Physically-Settled Option Service Schedule B _____
 - Physically-Settled Option Service Schedule C _____
 - Other products per Section 32.6 _____ **[Describe Product]**
- (h) Contract Quantity: _____ Total MWhrs.
- (i) Contract or Strike Price: _____
- (j) Transmission Path for the Transaction (If Applicable): _____
- (k) Date of Agreement if different: _____
- (l) Additional Information for Physically-Settled Options
 - (i) Option Type: *Put* _____ *Call* _____
 - (ii) Option Style: _____
 - (iii) Exercise Date or Period: _____
 - (iv) Premium: _____
 - (v) Premium Payment Date: _____
 - (vi) Method for providing notice of exercise _____
- (m) Special Terms and Exceptions:
See Attachment A

[Special Terms and Exceptions shall be shown on an Attachment to this Confirmation.]

Name of Trader for Purchaser

Name of Trader for Seller

Authorized Signature
for Purchaser

Authorized Signature
for Seller

Date

Date

EXHIBIT D

WSPP MEDIATION AND ARBITRATION PROCEDURES

I. MEDIATION

- A. **Informal Mediation.** WSPP members with a dispute or a potential dispute involving transactions under the WSPP Agreement may request non-binding, informal mediation by contacting the WSPP's General Counsel and by providing a brief explanation in writing of the dispute and the remedy being sought. All parties to the dispute must request this Informal Mediation for it to become effective. After this contact, a telephonic conference call will be arranged among the affected WSPP members and the WSPP's General Counsel, the Chairman of the Operating Committee, and/or some other independent and knowledgeable person requested by the Chairman of the Operating Committee to participate. The purpose of the conference call will be to discuss the issues and to have an independent person or persons state their views. Best efforts will be made to set up this conference call within five Business Days after the WSPP's General Counsel is contacted subject to accommodating the schedules of all involved. This Informal Mediation shall be considered as satisfying the Mediation requirements of Section 34.1 of the WSPP Agreement.
- B. **Initiating Formal Mediation.** A WSPP member which believes that it possesses a claim against another WSPP member relating to a WSPP transaction, which is unable to resolve the dispute through agreement with the other member to the transaction, and which desires to pursue that claim shall initiate non-binding formal mediation pursuant to Section 34.1 of the WSPP Agreement. The member

initiating such mediation shall do so by Serving written notice to the Chairman of the WSPP Operating Committee, the WSPP's General Counsel, and the other members against which the claim is directed. Such notice shall state the nature of the dispute, the remedy sought, and support the claim.

- C. **Response to Document Initiating Formal Mediation.** Within eight days, the member or members against which the claim is directed may provide a response to the notice which shall be Served on the member which initiated the Mediation, the Chairman of the WSPP's Operating Committee, and the WSPP's General Counsel.
- D. **Choosing the Mediator.** The Mediator shall be chosen in accordance with the procedures set forth in Section 34.1 of the WSPP Agreement. Each Party may suggest persons to be included on the list of Mediators to be presented to the Parties provided that these suggested persons shall be provided to the WSPP Representative together with relevant personal histories within two Business Days of the date by which time the list of Mediators is to be sent out. The WSPP Representative shall allow at least one person suggested by each Party to be added to the list of Mediators. A brief personal history of each person on the list of potential mediators shall be provided to the Parties, with that history showing the person's employment over the last five years and any other relevant facts. The WSPP Representative shall provide the Parties with the list of Mediators within five days of receipt of notice of the dispute. The Parties then shall have five days in which to reach agreement on a Mediator or inform the WSPP Representative that they were unable to reach agreement in which event the WSPP Representative shall appoint the Mediator consistent with Section 34.1 of the WSPP Agreement. Upon

request of the Parties for expedition, the WSPP Representative shall use best efforts to expedite this process.

- E. **Location for the Formal Mediation.** The Parties shall agree on a location for the Mediation. If the Parties fail to reach agreement, then the WSPP Representative shall set the location which shall be convenient for the Parties and the Mediator.
- F. **Time for the Formal Mediation.** The Parties shall agree on the time for the Mediation after consultation with the Mediator if one has been appointed. If the Parties fail to reach agreement, then the WSPP Representative shall set the time which shall not be more than twenty-one days after the notice initiating the Mediation is received after consultation with the Parties and any Mediator.
- G. **Conduct of the Formal Mediation.** The Mediator shall have the ability to conduct the Mediation in any manner which the Mediator believes is appropriate to facilitate resolution of the dispute. Each Party shall have at least one representative with the authority to settle the dispute present at the Mediation. The Mediation shall be private and confidential and the Mediator shall have the authority to exclude any person not directly involved unless the Parties agree otherwise in writing. At the Mediation, each Party shall have the right to make a brief presentation of its case and to question the other Party. Each Party also may be represented by counsel.
- H. **Replacement of the Mediator.** If the Mediator resigns, withdraws or is no longer able to serve, then the Parties shall have two Business Days in which to agree on a new Mediator. If the Parties are unable to agree within such time, the WSPP Representative shall appoint a replacement Mediator from the list used to select the first Mediator within two Business Days after being notified that the Parties are

unable to agree. The dates and deadlines in this section may require modification if the mediator is replaced. Any extensions shall be as limited as possible.

II. ARBITRATION

- A. **Initiating Arbitration.** A WSPP member which initiates Arbitration pursuant to Section 34.2 of the WSPP Agreement shall do so by Serving the Chairman of the WSPP Operating Committee, the WSPP General Counsel and the members against which the claim is directed with written notice of its demand for arbitration. Such notice shall state the nature of the dispute, the remedy sought, and support the claim.
- B. **Response.** Within ten days of receipt of the notice, any member or members against which the claim is directed may provide a response to the notice. Such response must include any counterclaims which the member believes are appropriate. If a counterclaim is submitted, then the member which submitted the notice may respond to the counterclaim within ten days of receipt. All such responses shall be Served on the Parties, the Chairman of the WSPP Operating Committee, and the WSPP General Counsel.
- C. **Choosing the Arbitrator.** The Arbitrator shall be chosen in accordance with the procedures set forth in Section 34.2 of the WSPP Agreement. Each Party may suggest persons to be included on the list of Arbitrators to be presented to the Parties provided that these suggested persons are provided to the WSPP Representative together with relevant personal histories within two business days of the date by which time the list of Arbitrators is to be sent out. The WSPP Representative shall allow at least one person suggested by each Party to be added to the list of potential Arbitrators. A brief personal history of each person on the list of potential

Arbitrators shall be provided to the Parties, with that history showing the person's employment over the last five years and any other relevant facts. The WSPP Representative shall provide the Parties with the list of Arbitrators within seven days of receipt of notice of the request for Arbitration. The Parties then shall have ten days in which to reach agreement on the Arbitrator or to inform the WSPP Representative that they were unable to reach agreement in which event the WSPP Representative shall appoint the Arbitrator consistent with Section 34.2 of the Agreement. Upon request of the Parties for expedition, the WSPP Representative shall use best efforts to cause this process to be expedited.

- D. **Location for the Arbitration.** The Parties shall agree on a location for the Arbitration. If the Parties fail to reach agreement, then the WSPP Representative shall set the location which shall be convenient for the Parties and the Arbitrator.
- E. **Time for the Arbitration.** The Parties shall agree on the time for the Arbitration and coordinate that time with the Arbitrator if one has been agreed to or appointed. If the Parties fail to reach agreement, then the WSPP Representative shall set the time which shall not be more than 60 days after the notice is received. The WSPP Representative shall set a time after consultation with the Parties and the Arbitrator to check their schedules.
- F. **Discovery.** After appointment of the Arbitrator, each Party shall be entitled to obtain relevant documents from the other Parties and to take depositions. Each Party shall respond to such a document request within seven days of receipt of the request and make its employees or consultants available for depositions to the extent that the employee or consultant possesses knowledge and information

relevant to the dispute. Each Party shall disclose documents that are confidential or commercially sensitive subject to a reasonable protective order. Any disputes concerning discovery shall be promptly referred to the Arbitrator who shall have authority to resolve such disputes, including the authority to require attendance of witnesses at depositions. The Federal Rules of Civil Procedure shall apply to discovery under these procedures.

- G. **Conduct of Arbitration if the Parties Agree to Waive an Oral Hearing.** If the Parties agree to waive an oral hearing, then the Parties shall Serve Initial Briefs no later than 35 days after the notice is received or notify the Arbitrator that they do not wish to submit any additional documents. Parties shall Serve any Reply Briefs no later than ten days after the date for Service of Initial Briefs.
- H. **Conduct of the Arbitration Hearing.** No later than fifteen days before any hearing, any Party may Serve an Initial Brief or notify the Arbitrator that they do not wish to submit any additional documents. A Party shall Serve any Reply Brief no later than five Business Days before any hearing. The Arbitrator shall preside over any hearing and rule on all objections including objections as to the admissibility of evidence or whether the questioning is proper. All testimony shall be submitted under oath. The Arbitrator is not bound to follow any particular rules governing the conduct of the proceeding. The Arbitrator may rely on legal advice provided through the WSPP. The Arbitrator may require any person employed by a Party to attend and testify at the hearing. Each Party shall possess the right to present evidence, including witnesses, and to cross-examine other Parties' witnesses. The Arbitration shall be private and the Arbitrator shall have the

authority to exclude any person not directly involved unless the Parties otherwise agree. Each Party may be represented by counsel. A stenographic record of the Arbitration shall be kept.

- I. **Decision.** Within ten Business Days after the end of the Arbitration hearing, the Arbitrator shall issue his award in writing. If the Parties waived the right to an oral hearing, then the Arbitrator shall issue the award within ten Business Days of the last date Briefs were to be submitted. The Arbitrator is not limited in the remedies he may order so long as any arbitration award is consistent with the provisions and limitations of the WSPP Agreement and any applicable Confirmation with respect to the liability and damages of any Party; provided, however, upon agreement of the Parties to the dispute, the Arbitrator's choice of remedies may be limited.
- J. **Replacement of the Arbitrator.** If the Arbitrator resigns, withdraws, or is no longer able to serve then the Parties shall have two Business Days in which to agree on a new Arbitrator. If the Parties are unable to agree within such time, the WSPP Representative shall appoint a replacement Arbitrator from the list used to select the first Arbitrator within two Business Days after being notified that the Parties are unable to agree. The dates and deadlines in this section may require modification if the mediator is replaced. Any extensions shall be as limited as possible.

III. MISCELLANEOUS

- A. **Confidentiality.** Any Arbitration or Mediation shall be confidential as provided in Section 34.4 of the WSPP Agreement.

- B. **Costs.** Costs shall be borne by Parties as provided in Section 34.3 of the WSPP Agreement.
- C. **Restrictions on Lawsuits.** Each Party shall be subject to the restrictions provided in Section 34.2 of the WSPP Agreement.
- D. **Attorney-Client/Attorney Workproduct.** The Arbitrator or Mediator shall not take any action which would result in disclosure of information in violation of the attorney-client privilege or attorney workproduct doctrine.

IV. DEFINITIONS

- A. **Arbitrator or Arbitration.** The Arbitrator appointed pursuant to these procedures and Section 34.2 of the WSPP Agreement and the Arbitration pursuant to these procedures and the WSPP Agreement.
- B. **Initial or Reply Briefs.** Written documents submitted by the Parties to support their positions and respond to each others positions. Such documents shall be limited to 25 pages.
- C. **Business Days.** Defined as in the WSPP Agreement.
- D. **Mediator or Mediation.** The Mediator appointed pursuant to these procedures and Section 34.1 of the WSPP Agreement and the Mediation pursuant to these procedures and the WSPP Agreement.
- E. **Parties.** The WSPP members involved in the Mediation or Arbitration which have a direct interest in the dispute.
- F. **Service, Serving, or Served.** The method of service shall be by fax, unless impracticable because of the size of the document. In all events, the document should be delivered to the Party by overnight mail. Parties also should attempt to

send the document out by email if possible. Service will be accomplished to a Party if sent to the Party's contact person for the disputed transaction. If there are multiple contact persons for one Party, service to one such person shall suffice. Service shall be to those individuals or entities specified in this procedures, but must include service to the Parties, the Mediator or Arbitrator (if either has been appointed), and to the WSPP General Counsel.

- G. **WSPP Representative.** The Chairman of the WSPP Operating Committee or his or her designee for the purposes of the Arbitration or Mediation.

SERVICE SCHEDULE A
ECONOMY ENERGY SERVICE

A-1 PARTIES:

This Service Schedule is agreed upon as a part of this Agreement by the Parties.

A-2 PURPOSE:

The purpose of this Service Schedule is to define additional specific procedures, terms and conditions for requesting and providing Economy Energy Service.

A-3 TERMS:

A-3.1 A Party may schedule Economy Energy Service from another Party by mutual agreement; provided, however, that each Party shall be the sole judge as to the extent to and the conditions under which it is willing to provide or receive such service hereunder consistent with statutory requirements and contractual commitments including the Agreement and any applicable Confirmation.

A-3.2 Scheduling of Economy Energy Service hereunder shall be a responsibility of the Parties involved.

A-3.3 Each Seller/Purchaser may prepare a daily estimate of the amount of Economy Energy Service that it is willing and able to sell/buy each hour and the associated hourly sale/purchase price for the next Business Day, plus the weekend and holidays, and communicate this information to all other Parties via the Hub.

A-3.4 Purchasers shall arrange purchases directly with Sellers, and shall be responsible for transmission arrangements.

A-3.5 Unless otherwise mutually agreed between the Purchaser and the Seller, all Economy Energy Service transactions shall be pre-scheduled, and billings shall be based on

amounts and prices agreed to in advance by schedulers, subject to Paragraphs A-3.6 and 3.7 and subject to change by mutual agreement between dispatchers or schedulers due to system changes.

A-3.6 The price for Economy Energy Service shall be mutually agreed to in advance between Seller and Purchaser and shall not be subject to the rate caps specified in Section A-3.7 in either of the following two circumstances:

- (1) where the Seller is a FERC regulated public utility and that Seller has been authorized to sell power like that provided for under this Service Schedule at market-based rates; or
- (2) where the Seller is not a FERC regulated public utility.

A Party is a FERC regulated public utility if it is a "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e).

A-3.7 Except as provided for in Section A-3.6, the price shall not exceed the Seller's forecasted Incremental Cost plus up to: \$7.32/kW/ month; \$1.68/kW/week; 33.78¢/kW/day; 14.07 mills/kWh; or 21.11 mills/kWh for service of sixteen (16) hours or less per day. The hourly rate is capped at the Seller's forecasted Incremental Cost plus 33.78¢/kW/ day. The total demand charge revenues in any consecutive seven-day period shall not exceed the product of the weekly rate and the highest demand experienced on any day in the seven-day period. In lieu of payment, such Parties may mutually agree to exchange economy energy at a ratio not to exceed that ratio provided for in Section C-3.6 of Service Schedule C. The Seller's forecasted Incremental Cost discussed above also may include any transmission and/or ancillary service costs associated with the sale, including the cost of any transmission and/or

ancillary services that the Seller must take on its own system. Any such transmission and/or ancillary services charges shall be separately identified by the Seller to the Purchaser for transactions under this Schedule including the exchange of economy energy. The transmission and ancillary service rate ceilings shall be available through the WSPP's Hub or homepage. Any such transmission services (and ancillary service provided in conjunction with such transmission service) by Seller shall be provided pursuant to any applicable transmission tariff or agreement, and the rates therefore shall be consistent with such tariff or agreement. The foregoing hourly rate caps (i) are subject to the submission of cost justification by the applicable Seller to the FERC, and acceptance by FERC thereof, under Western Systems Power Pool, 122 FERC ¶ 61,139 (2008), or (ii) are inapplicable, in the event that the Seller has filed with FERC, and FERC has accepted, a rate schedule applicable solely to such Seller, which rate schedule has been, upon the request of the applicable Seller, incorporated into this Agreement at Schedule "Q" hereof (such incorporation to occur upon Seller's request without approval of the WSPP Executive Committee).

- A-3.8 Unless otherwise agreed, the Purchaser shall be responsible for maintaining operating reserve requirements as back-up for Economy Energy Service purchased and the Seller shall not be required to maintain such operating reserve.
- A-3.9 Each Party that is a FERC regulated public utility as defined in A-3.6 shall file the Confirmation with FERC for each transaction under this Service Schedule with a term in excess of one year no later than 30 days after service begins if that Party would have been required to file such Confirmation or similar agreements with FERC under an applicable FERC accepted market based rate schedule.

SERVICE SCHEDULE B
UNIT COMMITMENT SERVICE

B-1 PARTIES:

This Service Schedule is agreed upon as part of this Agreement by the Parties.

B-2 PURPOSE:

The purpose of this Service Schedule is to define additional specific procedures, terms, and conditions for requesting and providing Unit Commitment Service.

B-3 TERMS:

B-3.1 A Party may schedule Unit Commitment Service from another Party by mutual agreement; provided, however, that each Party shall be the sole judge as to the extent to and the conditions under which it is willing to provide or receive such service hereunder consistent with statutory requirements and contractual commitments including the Agreement and any applicable Confirmation. Once an agreement is reached, then the obligation for Unit Commitment Service becomes a firm commitment, for both Parties, for the agreed capacity and terms.

B-3.2 Unless otherwise mutually agreed by the Parties involved in a Unit Commitment Service transaction, the terms set forth in this Service Schedule B shall govern such transaction.

B-3.3 Unless otherwise agreed between the Purchaser and the Seller, all transactions shall be prescheduled, subject to any conditions agreed to by schedulers, for a specified unit for a specified period of time.

B-3.4 Purchasers shall arrange purchases directly with Sellers.

B-3.5 The price for Unit Commitment Service shall be mutually agreed to in advance between Seller and Purchaser and shall not be subject to the rate caps specified in

Section B-3.6 in either of the following two circumstances:

- (1) where the Seller is a FERC regulated public utility and that Seller has been authorized to sell power like that provided for under this Service Schedule at market-based rates; or
- (2) where the Seller is not a FERC regulated public utility.

A Party is a FERC regulated public utility if it is a "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e).

B-3.6 Except as provided for in Section B-3.5, the price shall not exceed the Seller's forecasted Incremental Cost plus up to: \$7.32/kW/month; \$1.68/kW/week; 33.78¢/kW/day; 14.07 mills/kWh; or 21.11 mills/kWh for service of sixteen (16) hours or less per day. The hourly rate is capped at the Seller's forecasted Incremental Cost plus 33.78¢/kW/day. The total demand charge revenues in any consecutive seven-day period shall not exceed the product of the weekly rate and the highest demand experienced on any day in the seven-day period. The Seller's forecasted Incremental Cost discussed above also may include any transmission and/or ancillary service costs associated with the sale, including the cost of any transmission and/or ancillary services that the Seller must take on its own system. Any such transmission and/or ancillary service charges shall be separately identified by the Seller to the Purchaser. The transmission and ancillary service rate ceilings shall be available through the WSPP's Hub or homepage. The foregoing hourly rate caps (i) are subject to the submission of cost justification by the applicable Seller to the FERC, and acceptance by FERC thereof, under Western Systems Power Pool, 122 FERC ¶ 61,139 (2008), or (ii) are inapplicable, in the event that the Seller has filed with FERC,

and FERC has accepted, a rate schedule applicable solely to such Seller, which rate schedule has been, upon the request of the applicable Seller, incorporated into this Agreement at Schedule “Q” hereof (such incorporation to occur upon Seller’s request without approval of the WSPP Executive Committee).

B-3.7 Start-up costs and no-load costs if included by the Seller shall be stated separately in the price.

B-3.8 Energy schedules for the Purchaser's share of a unit may be modified by the Purchaser with not less than a thirty (30) minute notice before the hour in which the change is to take place, unless otherwise mutually agreed or unforeseen system operating conditions occur.

B-3.9 Unit Commitment Service is intended to have assured availability; however, scheduled energy deliveries may be interrupted or curtailed as follows:

- (a) By the Seller by giving proper recall notice to the Purchaser if the Seller and the Purchaser have mutually agreed to recall provisions,
- (b) By the Seller when all or a portion of the output of the unit is unavailable, by an amount in proportion to the amount of the reduction in the output of the unit, unless otherwise agreed by the schedulers,
- (c) By the Seller to prevent system separation during an emergency, provided the Seller has exercised all prudent operating alternatives prior to the interruption or curtailment,
- (d) Where applicable, by the Seller to meet its public utility or statutory obligations to its customers, or
- (e) By either the Seller or the Purchaser due to the unavailability of transmission

capacity necessary for the delivery of scheduled energy.

B-3.10 Each Party that is a FERC regulated public utility as defined above in B-3.5 shall file the Confirmation with FERC for each transaction under this Service Schedule with a term in excess of one year no later than 30 days after service begins if that Party would have been required to file such Confirmation or similar agreements with FERC under an applicable FERC accepted market based rate schedule.

B-4 BILLING AND PAYMENT PROVISIONS:

B-4.1 Except as provided in Sections B-4.2 and B-5, billing for Unit Commitment Service shall be computed based upon the agreed upon prices.

B-4.2 In the event the Seller requests recall of Unit Commitment Service in a shorter time frame than was mutually agreed pursuant to Section B-3.9(a) and the Purchaser agrees to allow such recall, the Purchaser shall be relieved of any obligation to pay start-up costs.

B-5 TERMINATION PROVISION:

In the event Unit Commitment Service is curtailed or interrupted except as provided in Section B-3.9(a), the Purchaser shall have the option to cancel the Unit Commitment Service at any time by paying the Seller for (i) all energy deliveries scheduled up to the notice of termination and (ii) all separately stated start-up and no-load costs.

SERVICE SCHEDULE C
FIRM CAPACITY/ENERGY SALE OR EXCHANGE SERVICE

C-1 PARTIES:

This Service Schedule is agreed upon as a part of this Agreement by the Parties.

C-2 PURPOSE:

The purpose of this Service Schedule is to define additional specific procedures, terms, and conditions for requesting and providing Firm Capacity/Energy Sale or Exchange Service.

C-3 TERMS:

C-3.1 A Party may schedule Firm Capacity/Energy Sale or Exchange Service from another Party by mutual agreement; provided, however, that each Party shall be the sole judge as to the extent to and the conditions under which it is willing to provide or receive such service hereunder consistent with statutory requirements and contractual commitments including the Agreement and any applicable Confirmation. Once an agreement is reached, then the obligation for Firm Capacity/Energy Sale or Exchange Service becomes a firm commitment, for both Parties, for the agreed service and terms.

C-3.2 Unless otherwise agreed between the Purchaser and the Seller, all transactions shall be prescheduled, subject to any conditions agreed to by schedulers.

C-3.3 Firm capacity transactions shall include buying, selling, or exchanging capacity between Parties with or without associated energy. A firm capacity sale or exchange is a commitment, in accordance with the terms and conditions specified in the Confirmation, of capacity resources.

C-3.4 Firm energy transactions shall include buying, selling, or exchanging firm energy

between Parties in accordance with the terms and conditions specified in the Confirmation.

C-3.5 The price for Firm Capacity/Energy Sale or Exchange Service shall be mutually agreed to in advance between Seller and Purchaser and shall not be subject to the rate caps specified in Section C-3.6 in either of the following two circumstances:

- (1) where the Seller is a FERC regulated public utility and that Seller has been authorized to sell power like that provided for under this Service Schedule at market-based rates; or
- (2) where the Seller is not a FERC regulated public utility.

A Party is a FERC regulated public utility if it is a "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e).

C-3.6 Except as provided for in Section C-3.5, the price shall not exceed the Seller's forecasted Incremental Cost plus up to: \$7.32/kW/month; \$1.68/kW/week; 33.78¢/kW/day; 14.07 mills/kWh; or 21.11 mills/kWh for service of sixteen (16) hours or less per day. The hourly rate is capped at the Seller's forecasted Incremental Cost plus 33.78¢/kW/day. The total demand charge revenues in any consecutive seven-day period shall not exceed the product of the weekly rate and the highest demand experienced on any day in the seven-day period. Exchange ratios among such Parties shall be as mutually agreed between the Purchaser and the Seller, but shall not exceed the ratio of 1.5 to 1.0. The Seller's forecasted Incremental Cost discussed above also may include any transmission and/or ancillary service costs associated with the sale, including the cost of any transmission and/or ancillary services that the Seller must take on its own system. Any such transmission and/or ancillary service charges

shall be separately identified by the Seller to the Purchaser for transactions under this Schedule including exchanges. The transmission and ancillary service rate ceiling shall be available through the WSPP's Hub or homepage. Any such transmission service (and ancillary services provided in conjunction with such transmission service) by Seller shall be provided pursuant to any applicable transmission tariff or agreement, and the rates therefore shall be consistent with such tariff or agreement. The foregoing hourly rate caps (i) are subject to the submission of cost justification by the applicable Seller to the FERC, and acceptance by FERC thereof, under Western Systems Power Pool, 122 FERC ¶ 61,139 (2008), or (ii) are inapplicable, in the event that the Seller has filed with FERC, and FERC has accepted, a rate schedule applicable solely to such Seller, which rate schedule has been, upon the request of the applicable Seller, incorporated into this Agreement at Schedule "Q" hereof (such incorporation to occur upon Seller's request without approval of the WSPP Executive Committee).

C-3.7 Firm Capacity/Energy Sale or Exchange Service shall be interruptible only if the interruption is: (a) within any recall time or allowed by other applicable provisions governing interruptions of service under this Service Schedule, as may be mutually agreed to by the Seller and the Purchaser, (b) due to an Uncontrollable Force as provided in Section 10 of this Agreement; or (c) where applicable, to meet Seller's public utility or statutory obligations to its customers; provided, however, this paragraph (c) shall not be used to allow interruptions for reasons other than reliability of service to native load. If service under this Service Schedule is interrupted under Section C-3.7(a) or (b), neither Seller nor Purchaser shall be obligated to pay any damages under this Agreement or Confirmation. If service under

this Service Schedule is interrupted for any reason other than pursuant to Section C-3.7(a) or (b), the Non-Performing Party shall be responsible for payment of damages as provided in Section 21.3 of this Agreement or in any Confirmation.

C-3.8 Each Party that is a FERC regulated public utility as defined in Section C-3.5 shall file the Confirmation with FERC for each transaction under this Service Schedule with a term in excess of one year no later than 30 days after service begins if that Party would have been required to file such Confirmation or similar agreements with FERC under an applicable FERC accepted market based rate schedule.

C-3.9 Seller shall be responsible for ensuring that Service Schedule C transactions are scheduled as firm power consistent with the most recent rules adopted by the applicable NERC regional reliability council.

SERVICE SCHEDULE D
OPERATING RESERVE – SPINNING

AND

OPERATING RESERVE –SUPPLEMENTAL

D-1 PURPOSE

This Service Schedule specifies procedures, terms and conditions pursuant to which the Seller provides Operating Reserve – Spinning and/or Operating Reserve – Supplemental, as specified in the Confirmation, to enable the Designated Authority to meet a reserve obligation or to resell as ancillary services under an OATT.

D-2 DEFINITIONS AND RULES ABOUT THIS SERVICE SCHEDULE

D-2.1 Terms used in this Service Schedule with initial capitalization which are not defined in the Agreement or this Service Schedule shall have the meanings given to them in the NERC Glossary and Applicable Standards. In addition to the definitions specified in Section 4 of the Agreement, the following definitions apply to this Service Schedule.

D-2.1.1 “Applicable Standards” means the NERC Reliability Standards and the respective reliability standards and criteria of NERC, and of any Regional Reliability Organization, Balancing Authority, and Reserve Sharing Group applicable to the Seller’s provision and the Designated Authority’s use of Operating Reserve – Spinning or Operating Reserve – Supplemental, in force as of the date of the Confirmation.

D-2.1.2 “Demand Response Resource(s)” has the meaning given in 18 C.F.R. §35.28(b)(5).

D-2.1.3 “Designated Authority” means the Regional Reliability Organization, Balancing Authority, Reserve Sharing Group or other entity designated in the Confirmation,

which shall have a right to apply the applicable Reserve to the quantity of Reserve it is required to maintain, and to use such Reserve in accordance with the Applicable Standards. The Designated Authority and the Purchaser may be the same entity or two different entities. If the Designated Authority and the Purchaser are the same entity, then the Designated Authority shall also be the Purchaser for all purposes under the Agreement.

D-2.1.4 “Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the applicable time period in the applicable region, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was made, could have been expected to accomplish the desired result in a manner that: (a) is consistent with the Applicable Standards; (b) gives due consideration to reliability, safety and protection of equipment and the public welfare; and (c) is consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act, or the exclusion of all other practices, but rather to be a range of acceptable practices, methods, or acts generally accepted in the region.

D-2.1.5 “NERC Glossary” means the NERC Glossary of Terms Used in Reliability Standards.

D-2.1.6 “Non-Performance” with respect to Seller shall have the meaning given in Section D-4.1, and with respect to Purchaser, the meaning given in Section D-4.2.

D-2.1.7 “OATT” refers to the Open Access Transmission Tariff of the Designated

Authority or, if the Designated Authority has no OATT, the pro forma Open Access Transmission Tariff of the FERC.

D-2.1.8 “OATT Schedule” refers to schedule 5 or 6 of the OATT for sale of ancillary services, or any other schedule under an OATT for sale of Operating Reserve – Spinning or Operating Reserve – Supplemental.

D-2.1.9 “Operating Reserve – Spinning” shall have the meaning given in the NERC Glossary of Terms and the Applicable Standards, and is the product transacted under schedule 5 or similar schedule under an OATT.

D-2.1.10 “Operating Reserve – Supplemental” shall have the meaning given in the NERC Glossary of Terms and the Applicable Standards, and is the product transacted under schedule 6 or similar schedule under an OATT.

D-2.2 The following rules apply to this Service Schedule.

D-2.2.1 In the event of inconsistency between the definition in the NERC Glossary of Terms and the Applicable Standards, the Applicable Standards shall control.

D-2.2.2 No product sold or transferred under this Service Schedule D shall include reactive supply and voltage control service, or Regulation and Frequency Response service.

D-2.2.3 The OATT, OATT Schedules, regulations of the FERC, the NERC Glossary, and Applicable Standards shall be applied in their forms as of the date of the Confirmation.

D-3 TERMS OF SERVICE

D-3.1 Each Confirmation entered into under this Service Schedule shall contain the following information, and may contain other terms and conditions to which the Parties agree:

- (a) A prominent designation of the service, Operating Reserve – Spinning and/or Operating Reserve – Supplemental, to which the Confirmation applies;
- (b) Identification of the Designated Authority and if the Designated Authority is not a Regional Reliability Organization, the Regional Reliability Organization within which the Designated Authority is electrically located;
- (c) The Standard Confirmation Provisions, as applicable;
- (d) Any additional attributes of the Operating Reserve – Spinning or Operating Reserve – Supplemental, as the Parties may agree;
- (e) The means by which requests for energy required to be delivered under the Service Schedule shall be communicated; and
- (f) Any conditions to the effectiveness of the Confirmation, including, for example, the completion of any arrangements or agreements between the Seller and the Designated Authority or among the Seller, Designated Authority, and Purchaser.

D-3.2 Contract Price. The Contract Price may include separately stated charges for capacity and energy, and any agreements concerning transmission arrangements and payment obligations.

D-3.3 Seller shall provide Operating Reserve – Spinning or Operating Reserve – Supplemental, as applicable, to the Designated Authority in conformity with the Applicable Standards and any additional attributes specified in the Confirmation as are consistent with the Applicable Standards. Seller shall provide such service from one or more generation resources or Demand Response Resources. Such resources must be physically and operationally available to respond within the time periods, and in conformance with other technical and operational criteria, prescribed by, the Applicable Standards for the applicable service, and

as required to conform to any additional attributes stated in the Confirmation.

D-3.4 Obligations Concerning Capacity and Requests for and Delivery of Energy

D-3.4.1 Seller shall provide capacity and deliver energy associated with Operating Reserve

– Spinning or Operating Reserve – Supplemental, in quantities up to the applicable capacity(ies) specified in the Confirmation for the applicable hour(s), as and when the Designated Authority requests such delivery in the manner of request specified in the Confirmation and in accordance with Section D-3.4.2.

D-3.4.2 The Designated Authority shall use the capacity and energy provided by Seller under this Service Schedule for the sole purpose of satisfying the Designated Authority's own obligations pertaining to Operating Reserve – Spinning and Operating Reserve – Supplemental, as specified in the Applicable Standards or the Confirmation. Purchaser shall ensure that the Designated Authority shall not require Seller to deliver energy under this Service Schedule except as and when the Designated Authority determines, in its good faith discretion reasonably exercised in accordance with Good Utility Practice or such other criteria as may be stated in the Confirmation, that such energy is required to enable it to respond to a contingency or other event for which the service specified in the Confirmation is permitted to be utilized under the Applicable Standards or as otherwise stated in the Confirmation.

D-3.5 Inspection and Audit. The Purchaser and Designated Authority shall have the right, to conduct such inspections and audits of Seller's records as are reasonable to assure that the Seller's provision of services under this Service Schedule and Confirmation conforms to the Applicable Standards and the Confirmation. The Seller shall have the right to conduct

inspections and audits of the Designated Authority's records as reasonably required to assure that any use by the Designated Authority of the services under this Service Schedule and Confirmation conformed to Section D-3.4.2 and the Confirmation. The Parties may state further details and conditions in the Confirmation concerning these rights, including, for example, provisions concerning confidentiality or limiting inspection to an agreed third-party auditor.

D-3.6 Regulatory Matters – Rate Caps

D-3.6.1 The price for Operating Reserve – Spinning or Operating Reserve – Supplemental shall not be subject to the rate caps specified in Section D-3.6.2 in either of the following two circumstances:

- (1) where the Seller is a FERC regulated public utility and that Seller has been authorized to sell power like that provided for under this Service Schedule at market-based rates; or
- (2) where the Seller is not a FERC regulated public utility.

A Party is a FERC regulated public utility if it is a "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e).

D-3.6.2 Except as provided for in Section D-3.6.1, the price shall not exceed the Seller's forecasted Incremental Cost plus up to: \$7.32/kW/month; \$1.68/kW/week; 33.78¢/kW/day; 14.07 mills/kWh; or 21.11 mills/kWh for service of sixteen (16) hours or less per day. The hourly rate is capped at the Seller's forecasted Incremental Cost plus 33.78¢/kW/day. The total demand charge revenues in any consecutive seven-day period shall not exceed the product of the weekly rate and the highest demand experienced on any day in the seven-day period. Exchange

ratios among such Parties shall be as mutually agreed between the Purchaser and the Seller, but shall not exceed the ratio of 1.5 to 1.0. The Seller's forecasted Incremental Cost discussed above also may include any transmission and/or ancillary service costs associated with the sale, including the cost of any transmission and/or ancillary services that the Seller must take on its own system. Any such transmission and/or ancillary service charges shall be separately identified by the Seller to the Purchaser for transactions under this Schedule including exchanges. The transmission and ancillary service rate ceiling shall be available through the WSPP's Hub or homepage. Any such transmission service (and ancillary services provided in conjunction with such transmission service) by Seller shall be provided pursuant to any applicable transmission tariff or agreement, and the rates therefore shall be consistent with such tariff or agreement. The foregoing hourly rate caps (i) are subject to the submission of cost justification by the applicable Seller to the FERC, and acceptance by FERC thereof, under Western Systems Power Pool, 122 FERC ¶ 61,139 (2008), or (ii) are inapplicable, in the event that the Seller has filed with FERC, and FERC has accepted, a rate schedule applicable solely to such Seller, which rate schedule has been, upon the request of the applicable Seller, incorporated into this Agreement at Schedule "Q" hereof (such incorporation to occur upon Seller's request without approval of the WSPP Executive Committee).

D-4 NON-PERFORMANCE, DAMAGES AND TERMINATION

D-4.1 Seller Non-Performance. "Non-Performance" with respect to Seller means Seller's failure to provide capacity or deliver energy to the Designated Authority as this Service Schedule

and the Confirmation require.

D-4.1.1 Purchaser Entitlement to Damages. In the event of Non-Performance by Seller, Seller shall pay damages to Purchaser calculated in accordance with Section 21.3 of the Agreement.

D-4.1.2 Purchaser Option to Terminate. Purchaser shall have an option to declare any instance of Seller's Non-Performance under Section D-4.2 an Event of Default under the Agreement and the remedies for an Event of Default under Section 22.2(b) of the Agreement shall apply (excluding Section 22.2(a)), provided, that the right to terminate transactions for such Non-Performance shall be limited to transactions under this Service Schedule D. Exercise of the termination option under this Section D-4.1.2 shall not diminish the performing Party's rights to collect damages for such Non-Performance under Section D-4.1.1, or to avail itself of remedies for other Events of Default.

D-4.2 Purchaser Non-Performance. "Non-Performance" with respect to the Purchaser means the Designated Authority's failure to receive capacity and/or energy, or the Designated Authority's use of capacity and/or energy under this Service Schedule which use does not conform to Section D-3.4.2 (such capacity and/or energy, the "unauthorized energy").

D-4.2.1 Seller Entitlement to Damages. In the event of Non-Performance by Purchaser, Purchaser shall compensate Seller in an amount equal to the quantity of unauthorized energy Seller was required to deliver during each hour, multiplied by the energy charge for the applicable hour.

D-4.2.2 Seller Option to Terminate. Seller shall have an option to declare any instance of Purchaser's Non-Performance under Section D-4.2 an Event of Default under the

Agreement and the remedies for an Event of Default under Section 22.2(b) of the Agreement shall apply (but not Section 22.2(a)), provided that the right to terminate all transactions for such Non-Performance shall be limited to transactions under this Service Schedule D. Exercise of the termination option under this Section D-4.2.2 shall not diminish the performing Party's rights to collect damages for such Non-Performance under Section D-4.2.1, or to avail itself of remedies for other Events of Default under the Agreement.

D-4.3 Termination under Section D-4.1.2 or D-4.4.2 shall become effective immediately upon receipt by the non-performing Party of the Performing Party's written notice thereof, which notice shall specify the Non-Performance. If the Performing Party fails to exercise its termination option arising from an instance of Non-Performance under Section D-4.1.2 or D-4.2.2 within thirty (30) days following the date the option to terminate arose, then solely with respect to that instance of Non-Performance, the termination option shall cease to be available to the Performing Party.

D-4.4 Nothing in this Service Schedule shall restrict the right of either Party to avail itself of other remedies provided in the Agreement.

SERVICE SCHEDULE E

ENERGY IMBALANCE AND GENERATOR IMBALANCE POWER

E-1 PURPOSE

This Service Schedule states procedures, terms and conditions pursuant to which the Seller provides Energy Imbalance Power and Generation Imbalance Power to the Purchaser, as specified in the Confirmation, and the Purchaser receives such service to meet a reliability obligation or to resell as ancillary services under an OATT.

E-2 DEFINITIONS AND RULES ABOUT THIS SERVICE SCHEDULE

E-2.1 In addition to the definitions specified in Section 4 of the Agreement, the following definitions apply to this Service Schedule E.

E-2.1.1 “Balancing Power” means a service or product that can be resold as Energy Imbalance Power or Generator Imbalance Power under Schedules 4 and 9, respectively, of the OATT or other schedule under an OATT for sale of imbalance power.

E-2.1.2 “Demand Response Resource(s)” has the meaning given in 18 C.F.R. §35.28(b)(5).

E-2.1.3 “Non-Performance” with respect to Seller shall have the meaning given in Section E-4.1 and with respect to Purchaser the meaning given in Section E-4.2.

E-2.1.4 “OATT” refers to the Purchaser’s Open Access Transmission Tariff approved by the FERC or, if the Purchaser has no OATT, the pro forma Open Access Transmission Tariff of the FERC.

E-2.1.5 “OATT Schedule” refers to schedule 4 or 9 of the OATT for sale of ancillary services, or any other schedule for sale of imbalance power under an OATT.

E-2.2 The following rules apply to this Service Schedule.

E-2.2.1 No product sold or transferred under this Service Schedule E shall include reactive supply and voltage control service, or Regulation and Frequency Response service.

E-2.2.2 The OATT and OATT Schedules shall be applied in their forms as of the date of the Confirmation.

E-3 TERMS OF SERVICE

E-3.1 Each Confirmation entered into under this Service Schedule shall contain the following information, and may contain other terms and conditions to which the Parties agree:

- (a) A prominent designation of the service, Energy Imbalance and Generator Imbalance Power, to which the Confirmation applies;
- (b) The Standard Confirmation Provisions, as applicable;
- (c) Any additional attributes of the Balancing Power, as the Parties may agree;
- (d) The means by which requests for energy required to be delivered under the Service Schedule shall be communicated; and
- (e) Any conditions to the effectiveness of the Confirmation.

E-3.2 Contract Price. The Contract Price may include separately stated charges for capacity and energy, and any agreements concerning transmission arrangements and payment obligations.

E-3.3 Seller shall provide Balancing Power from one or more generation resources or Demand Response Resources. Such resources must be physically and operationally available to respond within the time periods, and in conformance with other technical and operational criteria, as may be stated in the Confirmation.

E-3.4 Obligations Concerning Capacity and Requests for and Delivery of Energy

E-3.4.1 Upon the requests of the Purchaser, Seller shall provide capacity and deliver energy associated with Balancing Power to the Purchaser at any rate of flow up to and including the applicable capacity(ies) and at such intervals as are specified in the Confirmation for the applicable hour(s).

E-3.4.2 Transmission must be available intra-hour, and may be arranged and scheduled in any manner that meets the requirements of the Parties.

E-3.5 Regulatory Matters – Rate Caps

E-3.5.1 The price for Balancing Power shall not be subject to the rate caps specified in Section E-3.5.2 in either of the following two circumstances:

- (1) where the Seller is a FERC regulated public utility and that Seller has been authorized to sell power like that provided for under this Service Schedule at market-based rates; or
- (2) where the Seller is not a FERC regulated public utility.

A Party is a FERC regulated public utility if it is a "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e).

E-3.5.2 Except as provided for in Section E-3.5.1, the price shall not exceed the Seller's forecasted Incremental Cost plus up to: \$7.32/kW/month; \$1.68/kW/week; 33.78¢/kW/day; 14.07 mills/kWh; or 21.11 mills/kWh for service of sixteen (16) hours or less per day. The hourly rate is capped at the Seller's forecasted Incremental Cost plus 33.78¢/kW/day. The total demand charge revenues in any consecutive seven-day period shall not exceed the product of the weekly rate and the highest demand experienced on any day in the seven-day period. Exchange ratios among such Parties shall be as mutually agreed between the Purchaser and

the Seller, but shall not exceed the ratio of 1.5 to 1.0. The Seller's forecasted Incremental Cost discussed above also may include any transmission and/or ancillary service costs associated with the sale, including the cost of any transmission and/or ancillary services that the Seller must take on its own system. Any such transmission and/or ancillary service charges shall be separately identified by the Seller to the Purchaser for transactions under this Schedule including exchanges. The transmission and ancillary service rate ceiling shall be available through the WSPP's Hub or homepage. Any such transmission service (and ancillary services provided in conjunction with such transmission service) by Seller shall be provided pursuant to any applicable transmission tariff or agreement, and the rates therefore shall be consistent with such tariff or agreement. The foregoing hourly rate caps (i) are subject to the submission of cost justification by the applicable Seller to the FERC, and acceptance by FERC thereof, under Western Systems Power Pool, 122 FERC ¶ 61,139 (2008), or (ii) are inapplicable, in the event that the Seller has filed with FERC, and FERC has accepted, a rate schedule applicable solely to such Seller, which rate schedule has been, upon the request of the applicable Seller, incorporated into this Agreement at Schedule "Q" hereof (such incorporation to occur upon Seller's request without approval of the WSPP Executive Committee).

E-4 NON-PERFORMANCE, DAMAGES AND TERMINATION

E-4.1 Seller Non-Performance. "Non-Performance" with respect to Seller means Seller's failure to provide capacity or deliver energy to the Purchaser as this Service Schedule and the Confirmation require.

E-4.1.1 Purchaser Entitlement to Damages. In the event of Non- Performance by Seller, Seller shall pay damages to Purchaser calculated in accordance with Section 21.3 of the Agreement.

E-4.1.2 Purchaser Option to Terminate. Purchaser shall have an option to declare any instance of Seller's Non-Performance under Section E-4.1 an Event of Default under the Agreement and the remedies for an Event of Default under Section 22.2(b) of the Agreement shall apply (excluding Section 22.2(a)), provided that the right to terminate transactions for such Non-Performance shall be limited to transactions under this Service Schedule E. Exercise of the termination option under this Section E-4.1.2 shall not diminish the performing Party's rights to collect damages for such Non-Performance under Section E-4.1.1, or to avail itself of remedies for other Events of Default.

E-4.2 Purchaser Non-Performance. "Non-Performance" with respect to Purchaser means Purchaser's failure to receive energy that it had scheduled for receipt under this Service Schedule and the Confirmation.

E-4.2.1 Seller Entitlement to Damages. In the event of Non-Performance by Purchaser, Purchaser shall pay damages to Purchaser calculated in accordance with Section 21.3 of the Agreement.

E-4.2.2 Seller Option to Terminate. Seller shall have an option to declare any instance of Purchaser's Non-Performance under Section E-4.2 an Event of Default under the Agreement and the remedies for an Event of Default under Section 22.2(b) of the Agreement shall apply (excluding Section 22.2(a)), provided that the right to terminate transactions for such Non-Performance shall be limited to transactions

under this Service Schedule E. Exercise of the termination option under this Section E-4.2.2 shall not diminish the performing Party's rights to collect damages for such Non-Performance under Section E-4.2.1, or to avail itself of remedies for other Events of Default.

E-4.3 Termination under Section E-4.1.2 or E-4.2.2 shall become effective immediately upon receipt by the non-performing Party of the Performing Party's written notice thereof, which notice shall specify the Non-Performance. If the Performing Party fails to exercise its termination option arising from an instance of Non-Performance under Section E-4.1.2 or E-4.2.2 within thirty (30) days following the date the option to terminate arose, then solely with respect to that instance of Non-Performance, the termination option shall cease to be available to the Performing Party.

E-4.4 Nothing in this Service Schedule shall restrict the right of either Party to avail itself of other remedies provided in the Agreement.

SERVICE SCHEDULE R
RENEWABLE ENERGY CERTIFICATE TRANSACTIONS
WITH AND WITHOUT ENERGY

R-1 Introduction; Transaction Documentation; and Rules of Construction. This Service Schedule R states terms and conditions applicable to REC Transactions entered into by Parties under the Agreement.

R-1.1 Documentation. Each REC Transaction shall be documented in a Confirmation. Annex 2 is a Confirmation template, which the Parties may modify and make subject to any other agreement between them. A Confirmation for a REC Transaction will be given legal effect only if a Documentary Writing.

R-1.2 Contract Documents. The Agreement, Service Schedule R, and the fully executed Confirmation comprise a contract for a REC Transaction. Any conflicts between or among the Agreement, Service Schedule R, and the Confirmation shall be resolved in the following order of control: first, the Confirmation; second, Service Schedule R; and third, the Agreement.

R-1.3 Definitions. Definitions contained in the Agreement and Annex 1 apply to this Service Schedule R. Any conflicts among definitions contained in these documents shall be resolved in accordance with Section R-1.2.

R-1.4 Rules of Construction.

R-1.4.1 The Annexes of Service Schedule R are incorporated into and made a part of this Service Schedule R, as though set forth fully herein.

R-1.4.2 The word “including” shall mean “including but not limited to.” Unless otherwise specified, the word “Section” refers to a section of this Service Schedule R and includes all subparts of the specified section.

R-1.4.3 Subject to any legal restrictions applicable to a Party, the Parties to a REC Transaction may vary any term or condition of this Service Schedule R for that REC Transaction. Provisions in this Service Schedule R concerning such variance of terms, such as “unless otherwise agreed,” shall not prejudice the generality of the preceding sentence, provided, that the Parties shall not vary Section C-3.6 of Service Schedule C, Section B-3.6 of Service Schedule B, and Section A-3.7 of Service Schedule A.

R-1.4.4 An Applicable Program shall be applicable to a REC Transaction only if designated expressly in the Confirmation. No rule of contract construction or interpretation, and no inference or implication, shall cause an Applicable Program that is not designated expressly in the Confirmation to be applicable to a REC Transaction.

R-2 Confirmations; REC Products.

R-2.1 REC Transaction. A “REC Transaction” is a purchase and sale of a REC separately from or bundled with Energy. A REC Transaction may be for the purchase and sale of any REC Product defined in Section R-2.3 or another REC Product the Parties may define.

R-2.2 Confirmations. In addition to other terms and conditions to which the Parties may agree, the Confirmation:

R-2.2.1 must include the following terms: REC Product, Contract Quantity, Contract Price, Vintage, and Transfer Date, and whether the Environmental Attributes covered by the REC are All Attributes, Program Attributes, or other coverage the Parties may specify;

- R-2.2.2** for a bundled REC Transaction (Firm Bundled REC, Resource Contingent Bundled REC, or Facility As-Run Bundled REC), may include a single Contract Price which may be allocated between the REC and the Energy;
- R-2.2.3** must identify the Renewable Energy Facility or Renewable Energy Source if the REC Transaction is All Attributes (Section R-2.4.1) or Program Attributes (Section R-2.4.2), if a designated Applicable Program requires such identification, or if the REC Product is Resource Contingent Bundled REC or Facility As-Run Bundled REC;
- R-2.2.4** must designate an Applicable Program if the REC Transaction is Program Attributes, the Seller is to assure compliance with an Applicable Program (Sections R-5.2.1, 6.3, and 6.4), or to recover penalties and alternative compliance payments (Section R-9.1), and if the REC Transaction is All Attributes, may designate an Applicable Program (Section 2.4.1).

R-2.3 REC Products. A “REC Product” is any of the following defined products or other product specified in the Confirmation.

R-2.3.1 Firm REC. A “Firm REC” is a REC purchased and sold in a transaction that does not include the sale or purchase of energy. The Seller has a firm obligation to Deliver the REC pursuant to the Confirmation. A remedy for non-performance is available under Section R-9, except in the event and to the extent of Uncontrollable Force.

R-2.3.2 Firm Bundled REC. A “Firm Bundled REC” is a REC purchased and sold in a transaction that includes the purchase and sale of Energy. The

Seller has a firm obligation to Deliver the REC and Energy pursuant to the Confirmation. A remedy for non-performance is available under Section R-9, except in the event and to the extent of Uncontrollable Force. The terms and conditions of Service Schedule C apply to the purchase and sale of Energy associated with a Firm Bundled REC as the Parties may modify such terms and conditions in the Confirmation, subject to the proviso stated in Section R-1.4.3. The hourly rate caps identified in Section C-3.6 of Service Schedule C shall apply, except (1) where the Seller is a FERC regulated “public utility” as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e), and that Seller has been authorized to sell power like that provided for in Service Schedule C at market-based rates; or (2) where the Seller is not such a FERC regulated “public utility.” When such hourly rate caps apply, (a) if the Contract Price is allocated between the REC and the Energy, the hourly rate caps shall apply to the Contract Price for the Energy and not the REC; and (b) if the Contract Price is not allocated between the REC and the Energy, the hourly rate caps shall apply to the bundled Contract Price.

R-2.3.3 Resource Contingent REC. A “Resource Contingent REC” is a REC purchased and sold in a transaction that does not include the sale or purchase of Energy. The Seller has a resource contingent obligation to Deliver the REC pursuant to the Confirmation. A remedy for non-performance is available under Section R-9, except in the event and to the extent: (i) of Uncontrollable Force; (ii) the Renewable Energy

Facility identified in the Confirmation was not on line to produce energy required for the REC due to Forced Outage, Scheduled Maintenance, or Fuel Impediment; or (iii) of the occurrence of such other circumstances to which the Parties may have agreed in the Confirmation, resulting in a reduction of output or unavailability to produce energy required for the REC. In the event and to the extent of an outage under (ii) or, if applicable, (iii), the resulting reduction in output for the applicable hour shall be allocated among all purchasers of RECs from the Renewable Energy Facility who are identified in the Confirmation (including purchasers identified under any provisions in the Confirmation allowing for subsequent identification) in accordance with any priorities or shares stated in the Confirmation, and if no priorities or shares are stated in the Confirmation, then proportionately in accordance with such purchasers' contract quantities under contracts with Seller.

R-2.3.4 Resource Contingent Bundled REC.

- (a) A "Resource Contingent Bundled REC" is a REC purchased and sold in a transaction that includes the purchase and sale of Energy. The Seller has a resource contingent obligation to Deliver the REC and Energy pursuant to the Confirmation. A remedy for non-performance is available under Section R-9, except in the event and to the extent: (i) of Uncontrollable Force; (ii) the Renewable Energy Facility identified in the Confirmation was not on line to produce energy required for the REC or Delivery, due to Forced Outage, Scheduled

Maintenance, or Fuel Impediment; or (iii) of the occurrence of such other circumstances to which the Parties agreed in the Confirmation, resulting in a reduction of output or unavailability to produce energy required for the REC or Delivery. In the event and to the extent of an outage under (ii) or, if applicable, (iii), the resulting reduction in output for the applicable hour shall be allocated among all purchasers of RECs and energy from the Renewable Energy Facility who are identified in the Confirmation (including purchasers identified under any provisions in the Confirmation allowing for subsequent identification) in accordance with any priorities or shares stated in the Confirmation, and if no priorities or shares are stated in the Confirmation, then proportionately in accordance with such purchasers' contract quantities under contracts with Seller.

- (b) The terms and conditions of Service Schedule B apply to the purchase and sale of Energy associated with a Resource Contingent Bundled REC as modified herein and as may be modified in the Confirmation, subject to the proviso stated in Section R-1.4.3. The hourly rate caps identified in Section B-3.6 of Service Schedule B shall apply, except (1) where the Seller is a FERC regulated "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e), and that Seller has been authorized to sell power like that provided for in Service Schedule B at market-based rates; or (2) where the Seller

is not such a FERC regulated “public utility.” When such hourly rate caps apply, (a) if the Contract Price is allocated between the REC and the Energy, the hourly rate caps shall apply to the Contract Price for the Energy and not the REC; and (b) if the Contract Price is not allocated between the REC and the Energy, the hourly rate caps shall apply to the bundled Contract Price. Service Schedule B Section B-3.8 is modified to state the following:

Energy schedules for the Purchaser's share of a Renewable Energy Facility may be modified by the Purchaser with not less than a thirty (30) minute notice before the hour in which the modification is to occur, unless otherwise agreed or unforeseen system operating conditions occur, or as otherwise required by, or pursuant to customary practice in, the applicable regional reliability council. A reduction in the energy schedule shall be made commensurately for the REC requirement for the applicable hour. Seller shall notify Purchaser of volumes to be delivered no later than thirty (30) minutes before the hour in which delivery is to occur unless otherwise agreed or such notification is infeasible due to unforeseen system operating conditions. Seller shall timely notify the Purchaser of Scheduled Maintenance.

The following is added at the end of Section B-3.9:

(f) By the Seller when all or a portion of the unit is unavailable due to Fuel Impediment, unless otherwise agreed by the schedulers.

R-2.3.5 Facility As-Run REC. A “Facility As-Run REC” is a REC purchased and sold in a transaction that does not include the sale or purchase of Energy. The Seller is obligated to Deliver the REC pursuant to the Confirmation. A remedy for non-performance is available under Section R-9, except in the event and to the extent that, for any reason or no reason, the Renewable Energy Facility identified in the Confirmation was not on line to produce energy required for the REC. If the Renewable Energy Facility designated in the Confirmation is not operated, the resulting reduction in output for the applicable hour shall be allocated among all purchasers of RECs from the Renewable Energy Facility who are identified in the Confirmation (including purchasers identified under any provisions in the Confirmation allowing for subsequent identification) in accordance with any priorities or shares stated in the Confirmation, and if no priorities or shares are stated in the Confirmation, then proportionately in accordance with such purchasers’ contract quantities under contracts with Seller.

R-2.3.6 Facility As-Run Bundled REC.

(a) A “Facility As-Run Bundled REC” is a REC purchased and sold in a transaction that includes the purchase and sale of Energy. The Seller has an obligation to Deliver the REC and Energy pursuant to the Confirmation. A remedy for non-performance is

available under Section R-9, except in the event and to the extent that, for any reason or no reason, the Renewable Energy Facility identified in the Confirmation was not on line to produce energy required for the REC or Delivery. If the Renewable Energy Facility designated in the Confirmation is not operated, the resulting reduction in output for the applicable hour shall be allocated among all purchasers of RECs and energy from the Renewable Energy Facility who are identified in the Confirmation (including purchasers identified under any provisions in the Confirmation allowing for subsequent identification) in accordance with any priorities or shares stated in the Confirmation, and if no priorities or shares are stated in the Confirmation, then proportionately in accordance with such purchasers' contract quantities under contracts with Seller.

- (b) The terms and conditions of Service Schedule A apply to the purchase and sale of Energy associated with a Facility As-Run Bundled REC as modified herein and as may be modified in the Confirmation, subject to the proviso stated in Section R-1.4.3. The hourly rate caps identified in Section A-3.7 of Service Schedule A shall apply, except (1) where the Seller is a FERC regulated "public utility" as defined in Section 201(e) of the Federal Power Act, 16 U.S.C. § 824(e), and that Seller has been authorized to sell power like that provided for in Service Schedule A at market-based rates; or (2) where the Seller is not

such a FERC regulated “public utility.” When such hourly rate caps apply, (a) if the Contract Price is allocated between the REC and the Energy, the hourly rate caps shall apply to the Contract Price for the Energy and not the REC; and (b) if the Contract Price is not allocated between the REC and the Energy, the hourly rate caps shall apply to the bundled Contract Price. Service Schedule A Section A-3.3 is modified to state the following:

Energy schedules may be modified by the Purchaser or Seller with not less than a thirty (30) minute notice before the hour in which the modification is to occur, unless otherwise agreed or unforeseen system operating conditions occur, or as otherwise required by, or pursuant to customary practice in, the applicable regional reliability council. A reduction in the energy schedule shall be made commensurately for the REC requirement for the applicable hour. Seller shall notify Purchaser of volumes to be delivered no later than thirty (30) minutes before the hour in which delivery is to occur unless otherwise agreed or such notification is infeasible due to unforeseen system operating conditions.

R-2.4 Environmental Attributes Contained In The REC. The Confirmation may describe the Environmental Attributes covered by the REC as All Attributes, Program Attributes, or as the Parties otherwise may agree. If the Confirmation does

not designate a REC Transaction as Program Attributes or otherwise limit the Environmental Attributes conveyed, and if a Renewable Energy Facility or Renewable Energy Source is specified, the REC Transaction shall be All Attributes. A designation of All Attributes will not be effective unless a Renewable Energy Facility or Renewable Energy Source is designated in the Confirmation.

R-2.4.1 All Attributes. An “All Attributes” REC conveys all of the Environmental Attributes the Renewable Energy Facility or Renewable Energy Source designated in the Confirmation is capable of producing, whether known or unknown on the Effective Date, including, at a minimum, all Environmental Attributes required by any Applicable Program designated in the Confirmation. Seller disclaims any warranty that Environmental Attributes other than those required by an Applicable Program designated in the Confirmation fulfill the requirements of any other Applicable Program. To establish the Environmental Attributes conveyed, the Confirmation may include a specification thereof.

R-2.4.2 Program Attributes. A “Program Attributes” REC conveys the Environmental Attributes required by an Applicable Program designated in the Confirmation. It conveys no other Environmental Attributes, the rights to which are retained by the Seller. The Parties should verify that a designated Tracking System will recognize a Program Attributes REC. (Note, WREGIS does not recognize a Program Attributes limitation upon conveyed Environmental Attributes.)

R-3 Delivery and Title.

R-3.1 Unbundled REC Transactions. This Section R-3.1 applies if the REC Product is a Firm REC, Resource Contingent REC, or Facility As-Run REC.

R-3.1.1 Delivery. “Deliver(y)(ed)” occurs upon completion of Seller’s transfer of the Contract Quantity to Purchaser. If a Tracking System is designated in the Confirmation, Seller shall cause transfer in accordance with the rules and procedures of the Tracking System. If the Tracking System does not state such rules or procedures, then Delivery shall occur upon the Tracking System’s transfer of the REC into Purchaser’s account. If a Tracking System is not designated in the Confirmation, Delivery is completed upon Seller’s delivery to Purchaser of an Attestation.

R-3.1.2 Acceptance. “Accept(ance)(ed)” means Purchaser’s receipt of Delivery of the REC from Seller, without Purchaser’s rejection. If a Tracking System is designated in the Confirmation, Purchaser shall receive a transfer in accordance with the rules and procedures of the Tracking System, and Acceptance (or rejection) shall be made within five (5) Business Days following the date the Tracking System gives electronic notice to Purchaser that it has initiated transfer (this deadline applies regardless of any different period stated in the Tracking System’s rules and procedures) and if timely rejection is not made, then the Delivery is Accepted. If a Tracking System is not designated in the Confirmation, Acceptance occurs upon Purchaser’s Acceptance,

without rejection within five (5) Business Days of delivery, of the Attestation delivered by Seller.

R-3.1.3 Passage of Title. Title to the REC shall pass from Seller to Purchaser upon Delivery and Acceptance.

R-3.2 Bundled REC Transactions. This Section R-3.2 applies if the REC Product is a Firm Bundled REC, Resource Contingent Bundled REC, or Facility As-Run Bundled REC.

R-3.2.1 Delivery. “Delivery(y)(ed)” occurs upon completion of Seller’s transfer to Purchaser of the Contract Quantity of the REC and the Contract Quantity of the Energy. Delivery of the REC shall be completed in accordance with Section R-3.1.1. Delivery of Energy shall be completed in accordance with the terms and conditions of the Confirmation and the Agreement.

R-3.2.2 Acceptance. “Acceptance” of the REC occurs in the manner specified in Section R-3.1.2, and of the Energy upon receipt at the delivery point in accordance with the Confirmation.

R-3.2.3 Passage of Title. If the Vintage of the REC is prior to the Effective Date, title to the REC passes from Seller to Purchaser on the Effective Date or other date to which the Parties agree. If the REC is to be generated on or after the Effective Date, title to the REC passes upon the generation of each megawatt hour of energy required for production of the REC, and Seller shall hold the REC in trust for Purchaser until Delivery. Passage of title to Energy occurs pursuant to the Agreement.

R-3.3 Actions Required of Parties to Assure Delivery.

R-3.3.1 Provision of Generation Information; Required Actions. No less than monthly, Seller shall provide Purchaser with a written statement setting forth for applicable periods the quantities of Seller's generation of energy for production of the REC. Seller shall promptly take all actions and do all things necessary and appropriate to cause the designated Tracking System, if any, to transfer the REC to Purchaser, including promptly providing all required information and documents in the required forms, and paying any and all fees the Tracking System imposes on Seller. If the Confirmation provides for a designated Tracking System to expedite issuance of certificates (for example, forward transfer certificates in WREGIS), Seller shall promptly take all actions required to cause such expedition. If no Tracking System is designated in the Confirmation, then upon creation of the REC Seller shall promptly deliver the Attestation to Purchaser.

R-3.3.2 Failure to Issue REC. Seller is responsible for transfer and issuance of RECs by the Tracking System; Purchaser's sole responsibilities are maintenance of an account with the Tracking System and Acceptance of conforming RECs pursuant to Section R-3.1.2. Without prejudice to the immediately preceding sentence, in the event a Tracking System designated in the Confirmation declines to issue an electronic credit or physical certificate to document the attempted transfer, Delivery, or Acceptance of a REC, each Party will provide the other Party with all documents, communications, and information sent to or received from the Tracking System that pertain thereto. The Parties will cooperate,

and each Party will complete any uncompleted items for which it is responsible, each at its own expense. If following such efforts, and due to no failure of Seller to take all required actions, the Tracking System does not issue the electronic credit or physical certificate to document the attempted transfer, Delivery, or Acceptance of the REC, Seller may, upon Purchaser's agreement (which Purchaser may decline in its discretion), provide an Attestation to Purchaser to effect Delivery. The obligations under this Section R-3.3.2 shall not be construed to diminish the Seller or the Purchaser's respective rights and obligations under the Agreement, Service Schedule R, and the Confirmation.

R-3.4 Conveyance and Transfer. As of both Delivery and passage of title, Seller shall transfer and convey to Purchaser all right, title, and interest in and to the REC and all Environmental Attributes underlying the REC pursuant to the Confirmation, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and the Environmental Attributes, free and clear of any liens, security interests, or other encumbrances.

R-4 Charges; Credit. The charge shall be an amount equal to the Contract Price multiplied by the Delivered and Accepted quantity, without prejudice to the right to recover damages owed in accordance with Section R-9. The Parties may state any credit terms and conditions to which they agree in the Confirmation; Section 27 of the Agreement applies unless otherwise agreed.

R-5 Governing Law; Change in Law.

R-5.1 Governing Law. Section 24 of the Agreement applies except as follows. If an Applicable Program is designated in the Confirmation, all performance obligations

pursuant to the REC Transaction concerning the creation, issuance, transfer, tracking and retirement of the REC shall be governed as follows:

R-5.1.1 If the Applicable Program was created by the laws of a Governmental Authority, then by the laws, rules, regulations, orders, and judicial precedent of such Governmental Authority;

R-5.1.2 If the Applicable Program was not created by the laws of a Governmental Authority, but is a voluntary program, then Section 24 of the Agreement applies without modification, and the Parties shall be bound contractually to comply with the standards and criteria of the voluntary Applicable Program.

R-5.2 Change in Law.

R-5.2.1 Applicability. Section R-5.2 applies only to REC Transactions for which an Applicable Program is designated in the Confirmation. In a REC Transaction for which no Applicable Program is designated, Seller makes no representation or warranty concerning compliance with any particular Applicable Program and any such representation or warranty is expressly disclaimed.

R-5.2.2 Definitions.

- (a) “Change in Law” means any addition or amendment, by a Governmental Authority, to any laws, rules, regulations, orders, or judicial precedent, that applies to an Applicable Program designated in the Confirmation, that is enacted or issued after the Effective Date and nullifies compliance of the REC with the Applicable Program. An addition or amendment that is enacted

or issued before the Effective Date but effective on or after the Effective Date is not a Change in Law.

- (b) “Regulatorily Continuing” means a REC Transaction in which the REC and Environmental Attributes conform to the requirements of an Applicable Program designated in the Confirmation as such requirements exist on the Effective Date and the Transfer Date, including requirements modified or added by a Change in Law.
- (c) “Not Regulatorily Continuing” means a REC Transaction in which the REC and Environmental Attributes conform to the requirements of an Applicable Program designated in the Confirmation as such requirements exist on the Effective Date only, and the REC and Environmental Attributes are not required to conform to requirements modified or added by a Change in Law.

R-5.2.3 Default Designation as Regulatorily Continuing. A REC Transaction as to which an Applicable Program is designated in the Confirmation shall be Regulatorily Continuing unless the Parties specify in the Confirmation that the REC Transaction is Not Regulatorily Continuing.

R-5.2.4 Effect of Change In Law in Regulatorily Continuing REC Transaction.

- (a) If a Change in Law occurs in a Regulatorily Continuing REC Transaction, Seller shall be obligated to make reasonable efforts to attain compliance with the designated Applicable Program,

the costs of which shall not be required to exceed any cost cap specified in the Confirmation. If despite such efforts to attain compliance, including reasonable expenditures, Seller cannot obtain compliance and Purchaser refuses to accept Delivery of the REC due to the Change in Law, Seller shall not be liable for damages under Section R-9.

- (b) In the event Purchaser refuses to accept Delivery of the REC under Section 5.2.4(a), and Seller has Delivered energy to Purchaser in the REC Transaction, Purchaser shall not be relieved of its obligation to pay for such energy, which payment shall be either at the price allocated to energy in the Confirmation, if any, and if no allocation is made, then at an amount equal to the Replacement Price.

R-5.2.5 Amendment to Address Change In Law. Nothing in this Section R-5.2 shall be construed to preclude the Parties from agreeing to amend the Confirmation to permit a Seller to perform its obligations in a REC Transaction as to which a Change in Law has occurred.

R-6 Seller Representations and Warranties. In each REC Transaction, Seller represents and warrants to Purchaser the following:

R-6.1 As of both Delivery and passage of title, Seller has and conveys to Purchaser all right, title, interest in and to the REC and all Environmental Attributes underlying the REC as required by the Confirmation, and the exclusive right to any and all Reporting Rights Seller may have in or to the REC and Environmental Attributes, free and clear of any liens, security interests, or other encumbrances.

R-6.2 As of both Delivery and passage of title, the REC and Environmental Attributes conform to the requirements of the REC Transaction.

R-6.3 If the REC Transaction is Regulatorily Continuing (and an Applicable Program is designated in the Confirmation), subject to any limits upon Seller's obligations under Section R-5.2.4, as of both Delivery and passage of title, that the REC and Environmental Attributes conform to the requirements of the designated Applicable Program as such requirements exist on the Effective Date and the Transfer Date.

R-6.4 If the REC Transaction is Not Regulatorily Continuing (and an Applicable Program is designated in the Confirmation), as of both Delivery and passage of title, that the REC and Environmental Attributes conform to the requirements of the designated Applicable Program as such requirements exist on the Effective Date.

R-6.5 With respect to deliveries of Energy in REC Transactions for Firm Bundled REC, Contingent Resource Bundled REC, and Facility As-Run Bundled REC, that Seller has complied with the representations and warranties stated in Section 33 of the Agreement.

SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

R-7 Records; Confidentiality

R-7.1 Correction of Records. If any statement, charge or computation concerning a REC Transaction is inaccurate, the Parties promptly shall make any adjustments to records as reasonably necessary to correct such inaccuracy, and make any adjustment of payments required to correspond to the corrected records, provided,

that Purchaser shall not be required to pay a higher Contract Price or accept a lower Contract Quantity than the Confirmation requires.

R-7.2 Exception to Confidentiality. Purchaser has the right to disclose to any Governmental Authority having jurisdiction over Purchaser, or to any voluntary Applicable Program and the person or entity specified by the rules of procedures of the voluntary Applicable Program to perform certification, any information necessary to demonstrate Purchaser's compliance with an Applicable Program (whether or not designated in the Confirmation); provided, however, that Purchaser shall use reasonable efforts to minimize the scope of any such disclosure and shall require, as may be feasible, that the recipient maintain the confidentiality of any documents or confidential information governed by the provisions of Section 30.1 of the Agreement, including, if permitted under applicable procedures of the Governmental Authority or such administrator, and subject to any applicable public records laws, seeking a protective order or similar protective mechanism in connection with any disclosure. With respect to a REC, Purchaser also has the right to disclose the following to any customer or affiliate of Purchaser that is participating in any voluntary or mandatory Applicable Program: the Renewable Energy Source, the location of any Renewable Energy Facility designated in the Confirmation, and monthly generation quantities of energy underlying the REC.

R-8 Uncontrollable Force. The following is substituted for the first sentence of the second paragraph of Section 10 of the Agreement:

The following shall not be considered "Uncontrollable Forces": (i) Seller's cost of producing or obtaining the REC or energy (or ability to sell the REC or energy at a price exceeding the Contract Price); (ii) the loss or failure of Seller's supply,

including materials or equipment; or (iii) Purchaser's inability economically to use or resell the REC or energy.

The following is added at the end of the second paragraph of Section 10 of the Agreement:

If production of energy at a Renewable Energy Facility designated in the Confirmation is curtailed due to an Uncontrollable Force, any production during the period of such curtailment shall be allocated as follows: first, among all purchasers of Firm RECs, Firm Bundled RECs, Resource Contingent RECs, Resource Contingent Bundled RECs, and energy purchased under Service Schedules B and C, proportionately to such purchasers' contract quantities under contracts with Seller during such period and subject to any priorities or shares stated in the Confirmation, and second, to all purchasers of Facility As-Run RECs, Facility As-Run Bundled RECs and energy purchased under Service Schedule A, proportionately to such purchasers' contract quantities under contracts with Seller during such period and subject to any priorities or shares stated in the Confirmation.

R-9 Remedies for Non-Performance.

R-9.1 Damages. Section 21.3 of the Agreement, as modified in this Section 9, applies to REC Transactions.

R-9.1.1 Failure to Receive or Deliver in Unbundled REC Transactions. This Section R-9.1.1 applies to REC Transactions for Firm REC, Resource Contingent REC, and Facility As-Run REC. Section 21.3(a)(3) and (5) of the Agreement are inapplicable. Section 21.3(a)(1) of the Agreement is modified as follows:

If Purchaser refuses to Accept Delivery of RECs Delivered by Seller in accordance with the Confirmation, then Purchaser shall

be liable to Seller for the product of (i) and (ii) where (i) is the amount, if any, by which the Contract Price exceeded the Resale Price and (ii) is the amount by which the quantity of RECs Purchaser refused to Accept was less than the Contract Quantity, subject to any limitations stated in the Confirmation.

21.3(a)(2) is modified as follows:

If Seller fails to Deliver RECs to Purchaser in accordance with the Confirmation, then Seller shall be liable to Purchaser for: (a) the product of (i) and (ii) where (i) is the amount, if any, by which the Replacement Price exceeded the Contract Price and (ii) is the amount by which the quantity of RECs Seller Delivered was less than the Contract Quantity; plus (b) if an Applicable Program is specified, the amount, if any, of penalties and alternative compliance payments a Governmental Authority required Purchaser to pay due to Seller's non-performance, and which penalties or alternative compliance payments are no longer subject to judicial review, subject to any limitations stated in the Confirmation.

R-9.1.2 Failure to Receive or Deliver in Bundled REC Transactions.

- (a) **Price Not Allocated between REC and Energy.** This Section R-9.1.2(a) applies to REC Transactions for Firm Bundled REC, Resource Contingent Bundled REC, and Facility As-Run Bundled REC, and in which the Confirmation does not allocate

the Contract Price between the REC and Energy. Section 21.3(a)(1) of the Agreement is modified as follows:

If Purchaser refuses to Accept Delivery from Seller in accordance with the Confirmation, then Purchaser shall be liable to Seller for: (a) the product of (i) and (ii) where (i) is the amount, if any, by which the Contract Price exceeded the Resale Price, and (ii) is the amount by which the quantity of RECs and Energy Purchaser refused to Accept was less than the Contract Quantity, plus (b) the amount of transmission charge(s), if any, for firm transmission service upstream of the delivery point, which Seller incurred to achieve the Resale Price, less the reduction, if any, in transmission charge(s) achieved as a result of the reduction in Purchaser's schedule or receipt of Energy (based on Seller's commercially reasonable efforts to achieve such reduction), subject to any limitations stated in the Confirmation. If the Purchaser refused to Accept Delivery of RECs but Accepted Delivery of Energy, then Purchaser shall pay Seller for such received Energy at the Resale Price of the Energy; if the Purchaser refused to Accept Delivery of Energy but Accepted Delivery of RECs, the Purchaser shall pay Seller for Accepted RECs at an amount equal to the Contract Price less the Resale Price of the Energy.

Section 21.3(a)(2) of the Agreement is modified as follows:

If Seller fails to Deliver to Purchaser in accordance with the Confirmation, then Seller shall be liable to the Purchaser for:

(a) the product of (i) and (ii) where (i) is the amount, if any, by which the Replacement Price exceeded the Contract Price, and (ii) is the amount by which the quantity of RECs and Energy Delivered was less than the Contract Quantity; plus (b) the amount of transmission charge(s), if any, for firm transmission service downstream of the delivery point, which Purchaser incurred to achieve the Replacement Price, less the reduction, if any, in transmission charge(s) achieved as a result of the reduction in Seller's schedule or delivery of Energy (based on Purchaser's commercially reasonable efforts to achieve such reduction), plus (c) if an Applicable Program is specified, the amount, if any, of penalties and alternative compliance payments a Governmental Authority required Purchaser to pay due to Seller's non-performance, and which penalties or alternative compliance payments are no longer subject to judicial review, subject to any limitations on such amounts stated in the Confirmation. In the event Seller Delivers Energy but not RECs, and regardless of Purchaser's receipt of Energy, Purchaser shall not be required to pay Seller for such Energy.

- (b) Price Allocated between REC and Energy.** This Section R-9.1.2(b) applies to REC Transactions for Firm Bundled REC,

Resource Contingent Bundled REC, and Facility As-Run Bundled REC, in which the Confirmation sets forth an allocation of the Contract Price between the REC and energy.

- (i) If Purchaser refuses to Accept Delivery of RECs in accordance with the Confirmation, then Purchaser shall be liable to Seller as set forth in Section R-9.1.1.
- (ii) Subject to part (v) of this Section, if Seller fails to Deliver RECs in accordance with the Confirmation, then the Seller shall be liable to Purchaser as set forth in Section R-9.1.1.
- (iii) If Purchaser refuses to receive Delivery of Energy in accordance with the Confirmation, then Section 21.3(a) of the Agreement shall apply as set forth in the Agreement without modification by this Service Schedule R.
- (iv) If Seller fails to Deliver Energy in accordance with the Confirmation, then Section 21.3(a) of the Agreement shall apply as set forth in the Agreement without modification by this Service Schedule R.
- (v) In the event Seller Delivers Energy but fails to Deliver RECs, and regardless of Purchaser's receipt of Energy, Purchaser shall not be required to pay Seller for such Energy.

R-10 Other Modifications of the Agreement for REC Transactions.

R-10.1 Revised Agreement Definitions. For purposes of REC Transactions, the following revisions to definitions contained in Section 4 of the Agreement shall apply:

R-10.1.1 Contract Quantity: The amount of RECs and, if applicable, Energy, to be supplied for a transaction under the Agreement.

R-10.1.2 Power Marketer: An entity which buys, sells, and takes title to RECS, electric energy, transmission and/or other services from traditional utilities and other suppliers.

R-10.1.3 Physically Settled Option: Includes (i) a call option which is the right, but not the obligation, to buy an underlying REC and/or power product as defined under Service Schedule R according to the price and exercise terms set forth in the Confirmation; and (ii) a put option which is the right, but not the obligation, to sell an underlying REC or power product as defined under Service Schedule R according to the price and exercise terms set forth in the Confirmation.

R-10.1.4 Replacement Price: The price at which the Purchaser, acting in a commercially reasonable manner, effects a purchase of substitute REC(s), capacity and/or energy in place of the REC(s), capacity and/or energy not Delivered (for REC(s) and/or energy) or made available (for capacity only) by the Seller or, absent such a purchase, the market price for such quantity of REC(s), capacity and/or energy, as determined by the Purchaser in a commercially reasonable manner, for Energy at the delivery point specified in the Confirmation. Substitute REC(s) must

be similar in all material respects to the REC(s) specified in the Confirmation.

R-10.1.5 Resale Price: The price at which the Seller, acting in a commercially reasonable manner, effects a resale of the REC(s), capacity and/or energy not received by the Purchaser or, absent such a resale, the market price for such quantity of REC(s), capacity and/or energy, as determined by the Seller in a commercially reasonable manner, for Energy at the delivery point specified for the transaction in a Confirmation.

R-10.2 Notices. Section 12.2 of the Agreement is revised by inserting “RECs or” before the phrase “capacity and/or energy.”

SERVICE SCHEDULE R ANNEX 1 - DEFINITIONS

“Acceptance” has the meaning given in Sections R-3.1.2 or R-3.2.2, as applicable.

“All Attributes” has the meaning given in Section R-2.4.1.

“Applicable Program” means (a) a program adopted by a Governmental Authority that requires the sale, purchase, or use of energy generated or produced by a facility that converts renewable natural resources such as wind, sunlight, rain, tides, geothermal heat, hydro, or biomass into electric energy, including any Renewable Portfolio Standard (RPS) adopted by a Governmental Authority and all Governing Law that pertains thereto, or (b) a voluntary program for reporting, crediting or attributing RECs and all rules, standards and procedures adopted by the administering organization that pertain thereto.

“Attestation” means (a) the Seller’s written statement, certified as true and correct by an authorized officer of Seller, that the REC is Delivered and title to the REC has been transferred to the Purchaser, and that the Seller has taken all steps to effect transfer of the REC required by any Tracking System designated in the Confirmation, and (b) that satisfies the requirements of any Applicable Program designated in the Confirmation or is a generation information system record of ownership transfer. Annex 2 Exhibit 1 is a template for use of the Parties; an agreed form of Attestation should be included as a part of the Confirmation, and the agreed form will suffice as an Attestation regardless of whether or not it meets the criteria of this definition.

“Change in Law” has the meaning given in Section R-5.2.2(a).

“Deliver” has the meaning given in Sections R-3.1.1 or 3.2.1, as applicable.

“Effective Date” means the date both Parties have executed the Confirmation, or which the Parties otherwise specify in the Confirmation.

“Environmental Attribute” means the following, unless a Tracking System is designated in the Confirmation, and such Tracking System defines “Environmental Attribute,” in which case the Tracking System’s definition of “Environmental Attribute” shall control: a characteristic concerning or affecting the environment created by or resulting from the generation of electric energy by a Renewable Energy Source, and which capable of measurement, verification, or calculation. The term does not include tax credits or other tax benefits under any law or other direct third-party subsidies for generation of electric energy by a Renewable Energy Source. The term includes “non-energy attributes” under Oregon law and “non-power attributes” under Washington law. By way of example, the term may include the following: avoided emissions of CO₂ or other gases, or avoided water use (but not water or other rights or credits required under an Applicable Program to site and develop the Renewable Energy Facility itself).

“Facility As-Run REC” has the meaning given in Section R-2.3.5.

“Facility As-Run Bundled REC” has the meaning given in Section R-2.3.6(a).

“Firm Bundled REC” has the meaning given in Section R-2.3.2.

“Energy” in the case of a Firm Bundled REC refers to Firm Capacity/Energy Sale or Exchange Service under Service Schedule C as may be modified by Service Schedule R, in the case of a Resource Contingent Bundled REC refers to Unit Commitment Service under Service Schedule B as may be modified by Service Schedule R, and in the case of Facility As-Run Bundled REC refers to Economy Energy Service under Service Schedule A as may be modified by Service Schedule R.

“Firm REC” has the meaning given in Section R-2.3.1.

“Fuel Impediment” means the reduction or lack of wind or sunlight, excessive wind, or other insufficiency or excess of a Renewable Energy Source (excluding biomass), that causes a reduction or cessation of generation of electric energy by a Renewable Energy Facility.

“Forced Outage” means the removal from service availability of a generating unit, transmission line, or other facility for emergency reasons, or the condition in which the equipment is unavailable due to unanticipated failure (such unanticipated failure does not include a Fuel Impediment).

“Governing Law” has the meaning given in Section 24 of the Agreement as that Section may be modified by Section R-5.1.

“Governmental Authority” means the United States, a State thereof, any political subdivision or governmental body thereof, including any department or agency, with jurisdiction over a Party or an Applicable Program.

“Not Regulatorily Continuing” has the meaning given in Section R-5.2.2(b).

“Program Attributes” has the meaning given in Section R-2.4.2.

“Regulatorily Continuing” has the meaning given in Section R-5.2.2(a).

“REC” refers to a renewable energy certificate and means a credit or certificate representing Environmental Attributes created by or resulting from the generation of one (1) megawatt hour of electric energy by a Renewable Energy Source, subject to the terms and conditions stated in the Confirmation.

“REC Product” has the meaning given in Section R-2.2.

“REC Transaction” has the meaning given in Section R-2.1.

“Resource Contingent REC” has the meaning given in Section R-2.3.3.

“Resource Contingent Bundled REC” has the meaning given in Section R-2.3.4(a).

“Renewable Energy Facility” means an electric generation unit or other facility or installation capable of producing or emitting electric energy using a Renewable Energy Source.

“Renewable Energy Source” means (a) a resource that is recognized as a renewable energy source under an Applicable Program designated in the Confirmation, or (b) if no Applicable Program is designated in the Confirmation, a natural resource from or through which electric energy can be generated, including wind, solar, geothermal, landfill gas, wave, tidal, thermal ocean technologies, and hydroelectric power, and excluding fossil carbon-based, non-renewable, or radioactive fuel.

“Reporting Rights” means the right to report and register the exclusive ownership of the REC or Environmental Attributes under Governing Law or any other laws, regulations, orders or judicial precedents of the government of the United States of America or any department or agency thereof, or any State or political subdivision thereof, including mandatory and voluntary reporting, and including reporting under section 1605(b) of the Energy Policy Act of 1992 and any foreign or international emissions trading or reporting program.

“Scheduled Maintenance” means an outage or partial outage scheduled to perform the necessary normal maintenance on a generating unit, transmission line, or other facility to preserve the reliability of the unit or overall system reliability, including scheduled outages for such maintenance.

“Tracking System” means the entity, if any, the Parties designated in the Confirmation that will perform REC tracking and accounting functions, including receiving evidence of generation of the REC and crediting the resulting REC to the Purchaser’s account.

“Transfer Date” means the date specified in the Confirmation, no later than which Seller must make Delivery as defined in Sections R-3.1.1 or R-3.2.1, as applicable.

“Vintage” means the period in which the REC was or will be created.

SERVICE SCHEDULE R ANNEX 2

**FORM OF
REC TRANSACTION CONFIRMATION**

IDENTIFICATION OF PARTIES

Name of Seller:

Name of Purchaser:

Seller Information:

Purchaser Information:

Contact

Contact

Tel (O): _____

Tel (O): _____

Tel (Cell): _____

Tel (Cell): _____

E-mail: _____

E-mail: _____

Fax: _____

Fax: _____

Contact information is subject to change by notice.

ADDRESSES FOR FORMAL NOTICES:

Purchaser:

Seller

INCORPORATED DOCUMENTATION (any “long form” or other bilateral agreements between the Parties applicable to this Confirmation and incorporated herein)

REC TRANSACTION TERMS

REC Product (e.g., Firm REC, Firm Bundled REC, etc.) (see Section R-2.3):

Vintage of REC already created or period of generation for REC to be created (mm/yyyy)

Contract Quantity (stated either on a megawatt hour basis or percentage of output of a designated Renewable Energy Facility)

Transfer Date (generally the Effective Date of this Confirmation for REC that already exists, and future date for REC to be generated after Effective Date)

Contract Price:

Allocation, if agreed:

REC:

Energy:

Environmental Attributes (Check One)

☐ All Attributes (this designation is effective only if a Renewable Energy Source or Renewable Energy Facility is designated below)

☐ Program Attributes (this designation is effective only if an Applicable Program is identified below) (Note: WREGIS and possibly other Tracking Systems will not recognize a Program Attributes REC, or may treat it as an All Attributes REC)

Applicable Program (required for Program Attributes; not required for All Attributes, but designation establishes the minimum Environmental Attributes required by a designated Applicable Program). Also required for recovery of penalties and alternative compliance payments (Section R-9.1). Designation should include detailed information, including any applicable legal citations, to assure adequate description of the program.

Designation of Renewable Energy Source or Renewable Energy Facility (required for All Attributes).

Renewable Energy Source: _____

Renewable Energy Facility

Name: _____

Location: _____

Generation Information System number: _____

Tracking System number: _____

Fuel (wind, solar, etc.): _____

Change in Law Provisions (Check One)

☐ Regulatorily Continuing (Section R-5.2.2(b), requiring that Seller make commercial reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

\$ _____

☐ Not Regulatorily Continuing (Section R-5.2.2(c)).

Tracking System(s) if any: (if none specified, then Delivery occurs by Attestation and not by Tracking System crediting)

Damages. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (Section R-9.1):

\$ _____

Any agreements concerning forward certificates in WREGIS or other Tracking System Expedition) (Section R-3.3.1):

TERMS APPLICABLE TO ENERGY IF INCLUDED IN REC PRODUCT

Period (Schedule) of Delivery: From ______ To ______

Schedule (Days and Hours): _____

Delivery Rate: _____

Delivery Point(s): _____

Contract Quantity (specify all details): _____

Transmission Path for the Transaction (If Applicable): _____

EFFECTIVE DATE AND OTHER PROVISIONS

Effective Date (no earlier than mutual execution of this Confirmation)

Other provisions: _____ [generally
stated in attachment to the Confirmation]

The Parties agree to the REC Transaction set forth herein as of the Effective Date

Seller

Purchaser

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____ Date: _____

ANNEX 2, Exhibit 1
Form of Attestation To Be Included As Exhibit To Confirmation

Attestation Of [Seller] (“REC Generator”)
Of Sale, Transfer, and Delivery Of Renewable Energy Certificate to
[Purchaser] “Purchaser”

Party and Contact Information:

[Insert names and addresses of Parties, address, and contact information]

Attestation:

I, [name of attesting officer], the [title] of Seller, declare and certify that Seller sold and delivered

Elect one:

___ Environmental Attributes Only

___ Bundled with electricity

to Purchaser, and further, that

1. Was generated by the Renewable Energy Facility (“REF”) designated below and sold, transferred and delivered, subject to receipt of payment, to Purchaser.
2. Is associated with electricity delivered into the [insert delivery area] in compliance with applicable energy delivery rules.

REF Generator Name and Number	Technology Type	Fuel Type (Renewable Energy Source)	Generation Period (mm/yy)	Generator First Day of Operation

The above statements are true and correct to the best of my knowledge, and based on my duly diligent inquiry. This Attestation may serve as a Bill of Sale to document, in accordance with the Confirmation, the transfer from Generator to Purchaser of all of Seller’s right, title and interest in and to the REC and environmental attributes it represents, as set forth above.

Either Party may disclose this Attestation to others, including a Tracking System, public utility commissions and other regulatory bodies having jurisdiction over Purchaser, and administrators of voluntary green energy programs, to substantiate and verify the accuracy of the Parties’ compliance, advertising and public claims.

Signature:

Date _____

Print Name: _____

SCHEDULE Q
FERC ACCEPTED SELLER-SPECIFIC COST-BASED RATE SCHEDULES

Note: Each rate schedule included in this Schedule Q is applicable solely to the Member which submitted that rate schedule to FERC, and not to any other Member.

INDEX

Name of Member	FERC Order Re Underlying Rate Schedule
Arizona Public Service Company	Letter Order, Docket No. ER16-1877-000 (July 15, 2016)
Nevada Power Company	Letter Order, Docket No. ER11-1832-000 (Nov. 23, 2010)
PacifiCorp	Letter Order, Docket No. ER16-1964-000 (Aug. 16, 2016)
Public Service Company of Colorado	Letter Order, Docket No. ER15-678-000 (Feb. 4, 2015)
Sierra Pacific Power Company	Letter Order, Docket No. ER14-1420-000 (Apr. 15, 2014)
Southwestern Public Service Company	Letter Order, Docket No. ER08-857-001 (Aug. 28, 2008)
Westar Energy, Inc.	Letter Order, Docket No. ER11-3233-000 (May 26, 2011)

WSPP AGREEMENT SCHEDULE Q FOR ARIZONA PUBLIC SERVICE COMPANY

Determination of Ceiling Rates Applicable to Sales Made by Arizona Public Service Company Under the WSPP Agreement

I. DEFINITIONS

The following terms shall have the specified meaning when used in any Transaction between Arizona Public Service Company (“APS”) and any Customer pursuant to this Cost-Based Tariff (“Tariff”):

1. **APS:** Arizona Public Service Company or any successor-in-interest to Arizona Public Service Company.
2. **Commission:** The Federal Energy Regulatory Commission, or any successor federal agency having jurisdiction over this tariff.
3. **Customer:** Any entity entering into a Transaction with APS under this Tariff.
4. **System Incremental Cost:** (“SIC”) System Incremental Cost means, with respect to a Transaction, all reasonably forecasted incremental generation, power purchase, and other, related costs that APS would not otherwise incur if such Transaction is not entered into. System Incremental Cost shall include, but not be limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, regulatory commission charges, emission allowance and other environmental compliance costs, transmission losses, wheeling charges, any applicable taxes or assessments based on the revenues received or quantities sold under the Transaction, and with respect to capacity and energy purchased from a third party, the total forecasted amount that would be paid for that capacity and energy by APS. For purchases of energy and capacity by APS, System Incremental Cost will also include, but not be limited to, regulatory commission charges, emission allowances, transmission losses, wheeling charges and taxes.
5. **Tariff:** This Cost-Based Tariff, as it may be amended and/or superseded from time to time.
6. **Transaction:** An individual transaction scheduled pursuant to this Tariff.
7. **Party:** References to a Party shall mean either APS or the Customer, who collectively shall be referred to as “Parties.”

II. AVAILABILITY

Service under this Tariff shall be available to Customers for Transactions that have a duration as agreed to by the Parties under the Service Agreement.

III. SALES OF ELECTRIC CAPACITY AND/OR ENERGY

APS and Customers may enter into Transactions under this Tariff from time-to-time. All

such Transactions shall be voluntary on the part of APS and the Customer(s). APS at its sole discretion will determine the amounts of and times that electric capacity and/or energy is to be made available under this Tariff prior to entering into a Transaction.

IV. RATES

1. A Transaction will be priced at rates established by agreement between Seller and Buyer, provided that the sum of all charges with respect to each Transaction may be up to but shall not exceed the sum of:
 - a) A demand charge, equal to, as appropriate:
 - i. \$9,233 /MW/month;
 - ii. \$2,131 /MW/week;
 - iii. \$426 /MW/day, provided the total demand charge in any week, pursuant to a sale of daily electric power, shall not exceed the weekly rate times the highest amount in megawatts of purchased electric power in any day during such week; or
 - iv. \$26.63 /MW/hour, provided that the total demand charge in any day, pursuant to a sale of hourly electric power, shall not exceed the daily rate times the highest amount in megawatts of purchased electric power in any hour during such day, and the total demand charges in any week, pursuant to a sale of hourly or daily electric power, shall not exceed the weekly rate times the highest amount in megawatts of purchased electric power in any such week; and
 - b) The System Incremental Cost, forecasted at the time the Transaction is executed, plus 10% of the forecasted System Incremental Cost; and
 - c) The cost of transmission service and any ancillary services purchased by APS and resold to Customer, as known or forecasted at the time the Transaction is executed.

V. EXPANSION OF FACILITIES

APS will have no obligation under this Tariff to plan its system or modify its facilities in order to provide service hereunder.

VI. OTHER TERMS AND CONDITIONS

Except to the extent otherwise specifically agreed to by the Parties, all Transactions under APS's Schedule Q shall be governed by the terms and conditions set forth in the WSPF Agreement.

**COST-BASED RATE SCHEDULE
FOR
PACIFICORP**

Determination of Ceiling Rates Applicable to Cost-Based Sales Made by
PacifiCorp

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by PacifiCorp (1) pursuant to the applicable terms and conditions of the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service), and (2) for a term of less than one year.
2. The rates for any cost-based power and/or energy sale made by PacifiCorp pursuant to the applicable terms and conditions of the WSPP Agreement from PacifiCorp's generating resources shall not exceed the following:

(i) Maximum Demand Charge:

The Maximum Demand Charge shall be capped using the following methodology:

Units Most Likely To Participate Methodology

Monthly	Up to \$11,317/MW
Weekly	Up to \$2,612/MW
Daily	Up to \$522/MW, provided, however, that the Daily rate of \$522/MW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,612/MW.
Hourly	Up to \$32.64/MW, provided, however, that the hourly rate of \$32.64/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$522/MW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,612/MW.

- (ii) Energy Charge of 100% of SIC, plus up to 10% of SIC; and
 - (iii) All charges incurred for transmission service, ancillary services, and transmission losses.
3. If PacifiCorp enters into a purchased power transaction specifically for the purpose of reselling such power hereunder, the rates shall not exceed the sum of the following:

- (i) PacifiCorp's out-of-pocket costs of purchasing such capacity and/or energy, including all related charges incurred for transmission service, ancillary services, transmission losses and any applicable taxes or other similar governmental impositions; and
 - (ii) \$1.00 per megawatt-hour multiplied by the total megawatt-hours scheduled.
- 4. System Incremental Costs ("SIC") means all reasonably forecasted costs of such power and/or energy and which otherwise would not have been incurred by PacifiCorp including, but not limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, taxes or other similar governmental impositions, regulatory commission charges, emission allowances and other environmental compliance costs.
- 5. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by PacifiCorp in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which cost would otherwise not have been incurred, had such service not been provided.

WSPP AGREEMENT SCHEDULE Q FOR NEVADA POWER COMPANY

Determination of Ceiling Rates Applicable to Cost-Based Sales Made by Nevada Power Company

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by Nevada Power Company, d/b/a NV Energy ("Nevada Power") (1) pursuant to the applicable terms and conditions of the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service), (2) at a delivery point located within the Nevada Power balancing authority area, and (3) for a term of less than one year.
2. The rates for any cost-based power and/or energy sale made by Nevada Power pursuant to the applicable terms and conditions of the WSPP Agreement from Nevada Power's generating resources shall not exceed the following:

(i) Maximum Demand Charge:

The Maximum Demand Charge shall be capped using the following methodology:

Units Most Likely To Participate Methodology

Monthly	Up to \$8,390/MW
Weekly	Up to \$1,940/MW
Daily	Up to \$390/MW, provided, however, that the Daily rate of \$390/MW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$1,940/MW.
Hourly	Up to \$24.40/MW, provided, however, that the hourly rate of \$24.40/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$390/MW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$1,940/MW.

- (ii) Energy Charge of 100% of SIC, plus up to 10% of SIC; and
 - (iii) All charges incurred for transmission service, ancillary services, and transmission losses.
3. If Nevada Power enters into a purchased power transaction specifically for the purpose of reselling such power hereunder, the rates shall not exceed the sum of the following:
 - (i) Nevada Power's out-of-pocket costs of purchasing such capacity and/or energy, including all related charges incurred for transmission service, ancillary services, transmission losses and any applicable taxes or other similar governmental impositions; and
 - (ii) \$1.00 per megawatt-hour multiplied by the total megawatt-hours scheduled.

4. System Incremental Costs (“SIC”) means all reasonably forecasted costs of such power and/or energy and which otherwise would not have been incurred by Nevada Power including, but not limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, taxes or other similar governmental impositions, regulatory commission charges, emission allowances and other environmental compliance costs.
5. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by Nevada Power Company in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which cost would otherwise not have been incurred, had such service not been provided.

WSPP AGREEMENT SCHEDULE Q FOR PUBLIC SERVICE COMPANY OF COLORADO

Determination of Ceiling Rates Applicable to Sales Made by Public Service Company of Colorado under the WSPP Agreement

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by Public Service Company of Colorado ("Public Service") (1) pursuant to the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service) and (2) at a delivery point located within the Public Service balancing authority area.
2. The rates for any cost-based power and/or energy sale made pursuant to the WSPP Agreement from certain Public Service generation resources shall not exceed the following:

Maximum Demand Charge:

The Maximum Demand Charge shall be capped at either of the following methodologies:

Units Most Likely to Participate Methodology

Annual	\$123.73/kW
Monthly	\$10.62/kW
Weekly	\$2.45/kW
Daily	\$0.49/kW, provided, however, that the Daily rate of \$0.49/kW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2.45/kW.
Hourly	\$0.0306/kW, provided, however, that the hourly rate of \$0.0306/kW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$0.49/kW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2.45/kW.

Unit Revenue Constraint Methodology

Annual	\$265.72/kW
Monthly	\$22.14/kW
Weekly	\$5.11/kW
Daily	\$1.02/kW, provided, however, that the Daily rate of \$1.02/kW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$5.11/kW.
Hourly	\$0.0639/kW, provided, however, that the hourly rate of \$0.0639/kW

shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of 1.02/kW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$5.11/kW.

Note: The total amount of Power available for cost-based sales by Public Service based on the costs of Comanche 3 under the WSPP Agreement and under other Public Service tariffs and arrangements, for which the agreed upon demand charge is determined based on Comanche 3, is limited to 500 MWs on an hourly basis.

Plus:

Energy Charge:

- (a) no less than 100% of Public Service's System Incremental Costs (SIC); plus
- (b) up to 10% of SIC, provided, however, that whenever the SIC for an hour is based on purchased power, the 10% mark up shall be limited to one mill/kWh.

Note: The total charges for any sale by Public Service using the Maximum Demand Charge as determined based on the Unit Revenue Constraint Methodology shall not exceed (1) the product of the requested demand (kW) multiplied by the applicable Maximum Demand Charge using the Unit Revenue Constraint Methodology as specified above, plus the variable costs of Comanche 3 (based on the most recent historical month where Comanche 3 was operational at least 80 percent of the time), and (2) be lower than a floor equal to 100% of Public Service's System Incremental Cost.

3. When a cost-based sale of power and/or energy made by Public Service under the WSPP Agreement is conditioned upon Public Service acquiring purchased power, Purchaser shall pay the following amounts to Public Service for power and energy:
 - (a) Public Service's actual purchased power costs; plus
 - (b) a one mill adder for transactions of less than one year in duration.
4. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by Public Service in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which otherwise would not have been incurred, had such service not been provided.
5. For purposes of this Schedule Q, "Purchased Power" means the Power and Energy purchased from a third party by Public Service and shall consist of the total amount paid therefor by Public Service associated with such purchase, plus any cost which otherwise

would not have been incurred, including, but not limited to, regulatory commission charges, transmission losses, third-party transmission charges, and taxes, fees or assessments related to such transactions. Tax expenses shall include the expenses that are incurred as taxes either in connection with the sale or production of such Power and Energy. The term Purchased Power shall not apply to long-term purchases that are secured to supply Public Service's obligation load requirements as a system resource or to meet other regulatory requirements.

6. For purposes of this Schedule Q, System Incremental Costs ("SIC")¹ shall be determined as follows:

SIC are any costs forecasted to be incurred by Public Service solely by reason of its provision of an incremental amount of coordination-type energy to supply to another company, including but not limited to, costs for fuel, reactant, labor, operation, maintenance, start-up, fuel handling, taxes, emission allowances, and services provided by RTOs, ISOs, or other transmission providers such as transmission and ancillary services and losses. Such costs may also include costs paid to third parties where Public Service has an existing contractual entitlement to purchase energy.

- For intraday (real-time) transactions, incremental cost is determined through a review of hourly system characteristics.
- For non-intraday transactions, incremental cost is determined by using a resource optimization model such as, but not limited to ProSym or GenTrader.

The forecasted incremental cost represents the relative increase in total variable cost, in comparison to the previously determined base variable cost. Public Service forecasts incremental costs on a monthly, daily and hourly basis in order to evaluate whether it would be economic to engage in a wholesale sale of coordination energy.² In order for Public Service to transact, and sell power to another entity, the purchaser must be willing to pay no less than the forecasted incremental cost for the period during which the energy is sold. It is necessary to use forecasted costs because transactions are entered into in the market in advance. The forecast incremental costs for Public Service utilize its unique portfolio resources, applicable fuel costs and generation characteristics.

Monthly forecasted incremental variable costs are developed utilizing an optimization and unit commitment model. Generation characteristics such as forecasted fuel prices, effective heat rates, system penalty factors, start-up costs, unit parameters (*e.g.*, minimum run time, dispatch minimum, dispatch maximum), variable O&M, and tolling costs are utilized in the model to establish the base cost to serve a forecasted amount of obligation (load and the net of applicable firm purchase and sales transactions). Planned and forced outages are also considered in the model. Additional obligations are added to the model (consistent with blocks traded in the market), and the optimized costs are returned. The difference in costs between the first and second run, *i.e.*, with and without an incremental transaction or load addition, will represent the incremental cost to serve the additional obligation. The

forecasted incremental cost to serve the additional obligation will establish the minimum price required in order to engage in a sale of similar energy volume.

Daily forecasted incremental costs are developed utilizing a unit commitment and optimization program. The best available generation characteristics are utilized in the model to forecast the base cost to serve the next-day obligation. Additional obligations are applied and system costs evaluated to establish the forecasted cost to serve a potential incremental sale.

On an hourly basis, the system operator forecasts the incremental cost to serve an additional obligation by evaluating current and short-term forecast system conditions and the resources that are not previously allocated to meet established obligations. If additional portfolio resources are available (not allocated for native load requirements), the system operator will evaluate the comprehensive cost to produce the quantity of energy needed for an incremental sale.

If the Parties to a transaction under this WSPP Agreement expressly agree in a transaction agreement, incremental costs may be determined in the same manner as specified above, but on an after-the-fact, actual basis.

Note 1: The Commission previously accepted this incremental rate methodology in *Xcel Energy Services, Inc., et al.*, 117 FERC ¶ 61,180, at PP 45-49 (2006).

Note 2: The Commission has found this approach to be acceptable. *See, e.g., Western Systems Power Pool*, 55 FERC ¶ 61,495, at 62,718 (1991) (noting that incremental cost “may be forecasted hourly, weekly, or monthly”).

WSPP AGREEMENT SCHEDULE Q FOR SIERRA PACIFIC POWER COMPANY

Determination of Ceiling Rates Applicable to Cost-Based Sales Made by Sierra Pacific Power Company

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by Sierra Pacific Power Company, d/b/a NV Energy ("Sierra") (1) pursuant to the applicable terms and conditions of the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service), (2) at a delivery point located within the Nevada Power Company balancing authority area ("NEVP"), and (3) for a term of less than one year.
2. The rates for any cost-based power and/or energy sale made by Sierra pursuant to the applicable terms and conditions of the WSPP Agreement from Sierra's generating resources shall not exceed the following:

(i) Maximum Demand Charge:

The Maximum Demand Charge shall be capped using the following methodology:

Units Most Likely To Participate Methodology

Monthly	Up to \$9,810/MW
Weekly	Up to \$2,260/MW
Daily	Up to \$450/MW, provided, however, that the Daily rate of \$450/MW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,260/MW.
Hourly	Up to \$28.10/MW, provided, however, that the hourly rate of \$28.10/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$450/MW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$2,260/MW.

- (ii) Energy Charge of 100% of SIC, plus up to 10% of SIC; and
 - (iii) All charges incurred for transmission service, ancillary services, and transmission losses.
3. If Sierra enters into purchased power transaction specifically for the purpose of reselling such power hereunder, the rates shall not exceed the sum of the following:
 - (i) Sierra's out-of-pocket costs of purchasing such capacity and/or energy, including all related charges incurred for transmission service, ancillary services, transmission losses and any applicable taxes or other similar governmental

impositions; and

(ii) \$1.00 per megawatt-hour multiplied by the total megawatt-hours scheduled.

4. System Incremental Costs ("SIC") means all reasonably forecasted costs of such power and/or energy and which otherwise would not have been incurred by Sierra including, but not limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, taxes or other similar governmental impositions, regulatory commission charges, emission allowances and other environmental compliance costs.
5. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by Nevada Power Company in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which cost would otherwise not have been incurred, had such service not been provided.

WSPP AGREEMENT SCHEDULE Q FOR SOUTHWESTERN PUBLIC SERVICE COMPANY

Determination of Ceiling Rates Applicable to Sales Made by Southwestern Public Service Company under the WSPP Agreement

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by Southwestern Public Service Company (“SPS”) (1) pursuant to the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service and (2) at a delivery point located within the SPS balancing authority area.
2. The rates for any cost-based power and/or energy sale made pursuant to the WSPP Agreement from SPS generation resources shall not exceed the following:

Maximum Demand Charge:

Monthly	\$ 7.56/kW
Weekly	\$ 1.745/kW
Daily (On-peak)	\$ 0.349/kW, provided, however, that the Total Weekly charges for a customer paying the Daily rate of \$0.349/kW (on-peak) or \$0.249 (off-peak) shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum Weekly demand charge of \$1.745/kW.
Daily (Off-peak)	\$ 0.249/kW
Hourly	\$ 21.813/MW, provided, however, that the Total Daily charges for a customer paying the Hourly rate of \$21.813/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum Daily (on-peak) demand charge, and total Weekly charges for such a customer shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum Weekly demand charge of \$1.745/kW.

plus

Energy Charge:

- (a) no less than 100% of SPS’s System Incremental Costs (SIC); plus
- (b) up to 10% of SIC, provided, however, that whenever the SIC for an hour is based on purchased power, the 10% mark up shall be limited to one mill/kWh.

Note A: The total charges for any cost-based sale under the WSPP Agreement shall not exceed the product of the requested demand (kW) multiplied by the applicable Maximum Demand Charge in this Section 1, plus the variable costs of Lea Power Partners (based on the second previous month’s cost data), and not withstanding

the foregoing, a floor equal to 100% of SPS's System Incremental Cost.

Note B: The total amount of Power available for cost-based sales by SPS under the WSPP Agreement and under other SPS tariffs and agreements for which the agreed upon demand charge is determined based on Lea Power Partners is limited to 600 MWs on an hourly basis.

3. When a cost-based sale of power and/or energy made by SPS under the WSPP Agreement is conditioned upon SPS acquiring Purchased Power, Purchaser shall pay the following amounts to SPS for power and energy:

- (a) SPS's actual Purchased Power costs; plus
- (b) a one mill adder for transactions of less than one year in duration.

4. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by SPS in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which otherwise would not have been incurred, had such service not been provided.

5. For purposes of the WSPP Agreement, System Incremental Costs ("SIC") shall be determined as follows:

SIC are any costs forecasted to be incurred by SPS solely by reason of its provision of an incremental amount of coordination-type energy to supply to another company, including but not limited to costs for fuel, reactant, labor, operation, maintenance, start-up, fuel handling, taxes, emission allowances, and services provided by RTOs, ISOs, or other transmission providers such as transmission and ancillary services and losses. Such costs may also include costs paid to third parties where the SPS has an existing contractual entitlement to purchase energy.

- For intraday (real-time) transactions, incremental cost is determined through a review of hourly system characteristics.
- For non-intraday transactions, incremental cost is determined by using a resource optimization model such as, but not limited to ProSym, Cougar or GenTrader.

The forecasted incremental cost represents the relative increase in total variable cost, in comparison to the previously determined base variable cost. SPS forecasts incremental costs on a monthly, daily and hourly basis in order to evaluate whether it would be economic to engage in a wholesale sale of energy.² In order for SPS to transact, and sell power to another entity, the purchaser must be willing to pay no less than the forecasted incremental cost for the period during which the energy is sold. It is necessary to use forecasted costs because transactions are entered into in the market in advance. The forecast incremental costs for SPS

² The Commission has found this approach to be acceptable. See, e.g., *Western Systems Power Pool*, 55 FERC ¶ 61,495 at 62,718 (1991) (noting that incremental cost "may be forecasted hourly, weekly, or monthly").

utilize its unique portfolio resources, applicable fuel costs and generation characteristics.

Monthly forecasted incremental variable costs are developed utilizing an optimization and unit commitment model. Generation characteristics such as forecasted fuel prices, effective heat rates, system penalty factors, start-up costs, unit parameters (e.g., minimum run time, dispatch minimum, dispatch maximum), variable O&M, and tolling costs are utilized in the model to establish the base cost to serve a forecasted amount of obligation (load and the net of applicable firm purchase and sales transactions). Planned and forced outages are also considered in the model. Additional obligations are added to the model (consistent with blocks traded in the market), and the optimized costs are returned. The difference in costs between the first and second run, i.e., with and without an incremental transaction or load addition, will represent the incremental cost to serve the additional obligation. The forecasted incremental cost to serve the additional obligation will establish the minimum price required in order to engage in a sale of similar energy volume.

Daily forecasted incremental costs are developed utilizing a unit commitment and optimization program. The best available generation characteristics are utilized in the model to forecast the base cost to serve the next-day obligation. Additional obligations are applied and system costs evaluated to establish the forecasted cost to serve a potential incremental sale.

On an hourly basis, the system operator forecasts the incremental cost to serve an additional obligation by evaluating current system conditions and the resources that are not previously allocated to meet established obligations. If additional portfolio resources are available (not allocated for native load requirements), the system operator will evaluate the comprehensive cost to produce the quantity of energy needed for an incremental sale.

WSPP AGREEMENT SCHEDULE Q FOR WESTAR ENERGY

Determination of Ceiling Rates Applicable to Cost-Based Sales Made by Westar Energy under the WSPP Agreement

1. The following rates shall be applicable to any cost-based sale of power and/or energy made by Westar Energy (“Westar”) (1) pursuant to the applicable terms and conditions of the WSPP Agreement, including under Service Schedule A (Economy Energy Service), Service Schedule B (Unit Commitment Service), and Service Schedule C (Firm Capacity/Energy Sale or Exchange Service) and (2) at a delivery point located within the Westar Energy balancing authority area.
2. The rates for any cost-based power and/or energy sale made by Westar Energy pursuant to the applicable terms and conditions of the WSPP Agreement from Westar Energy's generating resources shall not exceed the following:

(i) Maximum Demand Charge:

The Maximum Demand Charge shall be capped at either of the following methodologies:

Units Most Likely To Participate Methodology

Monthly	Up to \$13,520/MW
Weekly	Up to \$3,120/MW
Daily	Up to \$624/MW, provided, however, that the Daily rate of \$624/MW shall not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$3,120/MW.
Hourly	Up to \$39.00/MW, provided, however, that the hourly rate of \$39.00/MW shall not exceed the product of the number of kilowatts sold for a day multiplied by the maximum daily demand charge of \$624/MW, and also not exceed the product of the number of kilowatts sold for a week multiplied by the maximum weekly demand charge of \$3,120/MW.

- (ii) Energy Charge of no less than 100% of SIC, plus up to 10% of SIC; and
 - (iii) All charges incurred for transmission service, ancillary services, and transmission losses.
3. If Westar Energy enters into a purchased power transaction specifically for the purpose of reselling such power hereunder, the rates shall not exceed the sum of the following:

- (i) Westar Energy's out-of-pocket costs of purchasing such capacity and/or energy, including all related charges incurred for transmission service, ancillary services, transmission losses and any applicable taxes or other similar governmental impositions; and
 - (ii) \$1.00 per megawatt-hour multiplied by the total megawatt-hours scheduled.
- 4. System Incremental Costs (“SIC”) means all reasonably forecasted costs of such power and/or energy and which otherwise would not have been incurred by Westar Energy including, but not limited to, costs associated with fuel, labor, variable operation and maintenance, start-up, shut-down, fuel handling, taxes or other similar governmental impositions, regulatory commission charges, emission allowances and other environmental compliance costs.
- 5. Purchasers in cost-based transactions shall also be responsible for any taxes, purchased power costs, and for any other costs incurred by Westar Energy in fulfilling its obligations for the provision of power and/or energy under the WSPP Agreement, which cost would otherwise not have been incurred, had such service not been provided.

LIST OF MEMBERS

26SB 8me LLC
45MG 8me LLC
90FI 8me LLC
92JT 8me LLC
100RD 8me LLC
3 Phases Renewables Inc.
3PR Trading, Inc.
AEP Energy Partners, Inc.
AES Marketing and Trading, LLC
AES Redondo Beach, LLC
Aha Macav Power Service
Alameda Municipal Power
AlbertaEX, L.P.
Albertsons Companies, Inc.
Alcoa Power Marketing LLC
AltaGas Ripon Energy Inc.
Altop Energy Trading LLC
American Electric Power Service Corporation as agent for Indiana Michigan Power Company
American Electric Power Service Corporation as agent for Public Service Company of Oklahoma and
Southwestern Electric Power Company
Anahau Energy, LLC
Arizona Electric Power Cooperative, Inc.
Arizona Public Service Company
Arkansas Electric Cooperative Corp.
Associated Electric Cooperative, Inc.
ATNV Energy, LP
Ava Community Energy Authority
Avangrid Renewables, LLC
Avista Corporation
Basin Electric Power Cooperative
Bear Valley Electric Service, Inc.
BigBeau Solar, LLC
Black Hills Colorado Electric LLC
Black Hills Power Inc.
Black Hills Wyoming, Inc.
Blythe Energy Inc.
Bolt Energy Marketing, LLC
Bonneville Power Administration
Boston Energy Trading and Marketing LLC
BP Energy Company
bp Energy Retail Company California LLC
Brookfield Renewable Trading and Marketing LP
California Choice Energy Authority
California Department of Water Resources
California Power Holdings, LLC
CalPeak Power LLC
Calpine Energy Services, L.P.
Calpine Energy Solutions, LLC

Cargill Power Markets, LLC
Castanea Project, LLC
Castleton Commodities Merchant Trading L.P.
Central Arizona Water Conservation District
Central Coast Community Energy
CFE International LLC
Chevron Power Holdings Inc.
Cheyenne Light, Fuel and Power
Citadel Energy Marketing LLC
Citigroup Energy Inc.
City and County of San Francisco
City of Anaheim, Public Utilities Dept.
City of Azusa, California
City of Banning, California
City of Burbank, California
City of Cerritos (Cerritos Electric Utility)
City of Colton, California
City of Corona Utilities Department
City of Farmington, New Mexico
City of Gillette
City of Glendale, California
City of Independence, Missouri
City of Industry
City of Iola, Kansas
City of Lancaster
City of Lodi Electric Utility
City of Mesa, Arizona
City of Moreno Valley, California
City of Palo Alto, California
City of Pasadena, California
City of Rancho Cucamonga, California
City of Redding, California
City of Riverside, California
City of Roseville, California
City of San José
City of Shasta Lake
City of Sikeston, Board of Municipal Utilities
City of St. George Energy Service Department
City of Vernon, California
City of Wathena, Kansas
Clatskanie People's Utility District
Clean Energy Alliance
Clean Power Alliance of Southern California
Cleco Power LLC
Coast Mountain Hydro Limited Partnership
Colorado River Commission of Nevada
Colorado Springs Utilities
Colton Power L.P.
Columbia Power Corporation
Comision Federal de Electricidad
Commercial Energy of Montana Inc.

Condon Wind Power, LLC
 ConocoPhillips Company
 Constellation Energy Generation, LLC
 Constellation NewEnergy, Inc.
 Cooperative Energy, a Mississippi electric cooperative
 CORE Electric Coop
 Coso Geothermal Power Holdings, LLC
 Covanta Energy Marketing, LLC
 CP Energy Marketing (US) Inc.
 Credit Suisse Energy LLC
 CWP Energy, Inc.
 CXA La Paloma, LLC
 Deseret G&T
 Desert Harvest II, LLC
 Direct Energy Business, LLC
 DTE Energy Trading, Inc.
 Dynasty Power Inc.
 Dynegy Marketing and Trade, LLC
 Dynegy Power Marketing, LLC
 East Bay Municipal Utility District
 East Texas Electric Cooperative, Inc.
 EDF Renewable Windfarm V, Inc.
 EDF Trading North America, LLC
 Electrical District No. 3 of Pinal County, Arizona
 El Paso Electric Company
 Elk Hills Power, LLC
 Empire District Electric Company
 Enel Trading North America, LLC
 Energy Development & Construction Corporation
 Energy Keepers, Inc.
 Energy Unlimited, Inc.
 Enersponse Inc.
 Engelhart CTP (US) LLC
 ENGIE Energy Marketing NA, Inc.
 ENMAX Energy Corporation
 ENMAX Energy Marketing Inc.
 Entergy Services, Inc. (also Entergy Arkansas, Inc., Entergy Louisiana, LLC, Entergy Mississippi, Inc.,
 Entergy New Orleans, Inc., Entergy Texas, Inc.)
 ETC Endure Energy L.L.C.
 Eugene Water & Electric Board
 Evergy Kansas Central, Inc.
 Evergy Metro, Inc.
 Evergy Missouri West, Inc.
 Evolugen Trading and Marketing LP
 Florida Power & Light Company
 FortisBC Inc.
 Freepoint Commodities LLC
 Freeport-McMoRan Cooper & Gold Energy Services, LLC
 GenOn Energy Management, LLC
 Geysers Power Company, LLC
 Goal Line, LP

Golden Spread Electric Cooperative, Inc.
Goldman Sachs Renewable Power Marketing LLC
Gonzaga Ridge Wind Farm, LLC
Goose Prairie Solar LLC
Grand River Dam Authority
Grays Harbor Energy LLC
Great River Energy
Greenleaf Energy Unit 2, LLC
Gunvor USA LLC
Guzman Energy Partners LLC
Guzman Energy, LLC
Harquahala Sun 1, LLC
Hartree Partners, LP
Heartland Generation Ltd.
Hermiston Generating Company, L.P.
High Desert Power Project, LLC
Hinson Power Company, Inc.
Holy Cross Electric Association d/b/a Holy Cross Energy
Idaho Falls Power
Idaho Power Company
Illinois Power Marketing Company
Imperial Irrigation District
Indigo Generation LLC
Inland Empire Energy Center LLC
J. Aron & Company
J.P. Morgan Ventures Energy Corporation
Jonesboro City Water and Light
Just Energy Solutions Inc.
Kansas City Board of Public Utilities
Kansas Power Pool
Karbonate Energy LLC
Kiowa Power Partners, LLC
Lafayette Utilities System
Las Vegas Power Company, LLC
Leapfrog Power, Inc.
Lehi City, d/b/a/ Lehi City Corporation
Lincoln Electric System
Los Alamos County
Los Angeles Department of Water and Power
Louisiana Energy and Power Authority
Louisville Gas & Electric Company
Luminant Energy Company LLC
Macquarie Energy LLC
MAG Energy Solutions Inc.
Malaga Power, LLC
Manitoba Hydro
Marin Clean Energy
Mariposa Energy, LLC
Maverick Solar 4, LLC
Maverick Solar 7, LLC
McMinnville Water & Light

Merced Irrigation District
Mercuria Energy America, LLC
Merrill Lynch Commodities, Inc.
Mesquite Power, LLC
Metropolitan Water District of Southern California
MidAmerican Energy Company
Midway Peaking, LLC
Midwest Energy, Inc.
Missouri Joint Municipal Electric Utility Comm.
Modesto Irrigation District
Mohave Electric Cooperative, Inc.
Morgan Stanley Capital Group, Inc.
MRP San Joaquin Energy LLC
M-S-R Public Power Agency
Municipal Energy Agency of Nebraska
NaturEner Power Watch, LLC
Navajo Tribal Utility Authority
Nebraska Public Power District
Nevada Cogeneration Associates No. 2
Nevada Power Company
New Harquahala Generating Company, LLC
New-Indy Ontario LLC
New-Indy Oxnard LLC
New West Energy
Newmont Nevada Energy Investments
Nexen Energy Marketing U.S.A. Inc.
NextEra Energy Marketing, LLC
NG Renewables Energy Marketing, LLC
Noble Americas Gas & Power Corp.
Northern California Power Agency
Northern States Power Company
Northern Wasco County People's Utility District
NorthPoint Energy Solutions Inc.
NorthWestern Corporation dba NorthWestern Energy
NRG Business Marketing LLC
Occidental Power Services, Inc.
Oklahoma Gas & Electric Company
Oklahoma Municipal Power Authority
Omaha Public Power District
Ontario Power Generation Inc.
Orange County Power Authority
Otter Tail Power Company
Pacific Gas & Electric Company
Pacific Summit Energy LLC
PacifiCorp
Pattern Energy Management Services LLC
Patua Acquisition Company, LLC
Peninsula Clean Energy Authority
Phillips 66 Energy Trading LLC
Pilot Power Group, Inc.
Pioneer Community Energy

Pittsburg Power Company
Placer County Water Agency
Platte River Power Authority
Plumas-Sierra Rural Electric Cooperative
PNGC Power
Port of Oakland
Portland General Electric
Power and Water Resources Pooling Authority
Power Company of America, L.P.
Power Resources Cooperative
Powerex Corp.
Public Service Company of Colorado
Public Service Company of New Mexico
Public Utility District No. 1 of Benton County
Public Utility District No. 1 of Chelan County
Public Utility District No. 1 of Clark County
Public Utility District No. 1 of Cowlitz County
Public Utility District No. 1 of Douglas County
Public Utility District No. 1 of Franklin County
Public Utility District No. 1 of Grays Harbor County
Public Utility District No. 1 of Klickitat County
Public Utility District No. 1 of Lewis County
Public Utility District No. 1 of Okanogan County
Public Utility District No. 1 of Pend Oreille County
Public Utility District No. 1 of Snohomish County
Public Utility District No. 2 of Grant County
Public Utility District No. 3 of Mason County
Puget Sound Energy
Quintessence, LLC
Rainbow Energy Marketing Corporation
Renewable Power Strategies LLC dba RPS Advisors
Resi Station, LLC
REV Energy Marketing, LLC
Rising Tree Wind Farm LLC
Royal Bank of Canada
RWE Trading Americas Inc.
Saavi Energy Solutions, LLC
Sacramento Municipal Utility District
Saguaro Power Company
Salt River Project Agricultural Improvement and Power District
Salton Sea Power L.L.C.
San Diego Community Power
San Diego Gas & Electric Co.
San Geronio Farms, Inc.
Seattle City Light
Second Foundation US Trading, LLC
Sempra Gas & Power Marketing LLC
Sentinel Energy Center, LLC
Shell Energy North America (US), L.P.
Sierra Pacific Power Co.
Silicon Valley Clean Energy Authority

Silicon Valley Power
Silver State Energy Association
Skylar Energy Resources, LLC
Skylar Power Marketing, LLC
Skylar Resources, LP
Solar of Alamosa LLC
Sonoma Clean Power Authority
Southern Calif. Edison Co.
Southern California Public Power Authority
Southern Company Services, Inc., as agent for: Alabama Power Company, Georgia Power Company, Gulf Power Company, Mississippi Power Company and Southern Power Company
Southern Energy Solution Group LLC
Southern Illinois Power Cooperative
Southern Nevada Water Authority
Southwest Public Power Agency, Inc.
Southwestern Power Administration
Southwestern Public Service Company
Sulphur Springs Valley Electric Cooperative, Inc.
Sunrise Power Company, LLC
Sun Streams 2, LLC
Suncor Energy Marketing Inc.
Sunflower Electric Power Corp.
Switched On, LLC
Tacoma Power
Talen Energy Marketing, LLC
Talen Montana, LLC
TC Energy Marketing Inc.
TEC Energy, Inc.
Teck Metals Ltd.
Tenaska Gateway Partners, LTD
Tenaska Power Services Co.
Tennessee Valley Authority
Tesoro Refining & Marketing Company, LLC
TGP Energy Management, LLC
The Energy Authority, Inc.
The Regents of the University of California
Tidal Energy Marketing (U.S.) L.L.C.
TotalEnergies Gas & Power North America, Inc.
Town of Apple Valley
Townsite Solar, LLC
Trafigura Trading LLC
TransAlta Energy Marketing (US) Inc.
TransCanada Energy Sales Ltd.
Trico Electric Cooperative, Inc.
Triolith Energy Fund, LP
Tri-State Generation and Transmission Association, Inc.
Tucson Electric Power Company
Turlock Irrigation District
Twin Eagle Resource Management, LLC
Umatilla Electric Cooperative
Union Electric Company d/b/a Ameren Missouri

Union Power Partners, L.P.
Uniper Global Commodities North America LLC
United Power, Inc.
UNS Electric Inc.
Utah Associated Municipal Power Systems
Utah Municipal Power Agency
Valley Electric Association, Inc.
Vantage Wind Energy LLC
Victorville Municipal Utility Services
Vitol Inc.
WAPA-Colorado River Storage Project
WAPA-Desert Southwest Region
WAPA – Rocky Mountain Region (LAP)
WAPA-Sierra Nevada Region
WAPA-Upper Great Plains Region
Watson Cogeneration Company LLC
Wellhead Power EXchange, LLC
Western Community Energy
Western Farmers Electric Coop.
Western Power and Steam II, LLC
Western Power Services, Inc.
Westlands Grape, LLC
Westlands Solar Blue (OZ) Owner, LLC
WGP Redwood Holdings, LLC
WTMPA/City of Lubbock (Lubbock Power & Light)
Yuba County Water Agency

Title:	Silver Spruce (KT-52) Park – Award of Contract and Budget Adjustment
Contact:	Heather Buck 916-774-5254 hcbuck@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with TJR Resources, Inc. in the amount of \$2,822,254 for the KT-52 School Park Project. Staff also recommends approval of a budget adjustment in the amount of \$45,000 for the KT-52 School Park Project. Funding for this project was approved in the FY2022-23 budget (for design) and in the FY2023-24 budget (for construction) through the Neighborhood Park - Sierra Vista Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with TJR Resources, Inc. for the KT-52 School Park project in the amount of \$2,822,254, and authorize staff to approve change order requests in an amount not to exceed 10% of the contracted amount. Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment of \$45,000 that will transfer funds from the General Fund Capital Reserve Fund to the General Fund for the KT-52 School Park Project.

BACKGROUND

KT-52 School Park (Silver Spruce Park) is a 7.5-acre school/park site located on Sierra Village Drive within the Sierra Vista Specific Plan area of Roseville. Timing for construction of the school has not yet been determined. This school will be built by the Center Joint Unified School District.

The project includes a multi-use grass area that can accommodate a youth cricket field or youth soccer, a shaded play area, covered picnic area, restroom, off-street parking that will connect to parking at the future elementary school, a walking path, landscaping and irrigation.

Bid alternates include a full court for basketball, swings, a nature play area, additional turf, metal shade structure in lieu of a fabric shade structure, and a sidewalk along the street edge.

City Council approved the plans and specifications and authorized the call for bids at the February 19, 2025, meeting. Bids were opened on March 25, 2025, and staff received three bids for the project. The bid results are as follows:

<u>Bidder</u>	<u>Grand Total Bid Price</u>
TJR Resources, Inc.	\$2,822,254
Procida	\$3,088,265
Abide Builders, Inc.	\$2,305,800 (Bid withdrawn)
Engineers' Estimate	\$3,565,000

Abide Builders, Inc. formally withdrew their bid, resulting in TJR Resources, Inc. becoming the apparent low bidder. Staff, therefore, recommends award of the base bid plus add alternates 1 through 6 for a total contract award amount of \$2,822,254 to TJR Resources, Inc.

FISCAL IMPACT

The recommended contract award for \$2,822,254, plus up to 10% contingency of \$282,226, results in contract authority up to \$3,104,480. Funding for this project was approved in the FY2022-23 budget (for design) and in the FY2023-24 budget (for construction) through the Neighborhood Park - Sierra Vista Fund. Maintenance will be funded through the Sierra Vista Community Facilities District No. 2 (Public Services) Fund. The recommended budget adjustment will transfer funds from the General Fund Capital Reserve Fund to the General Fund to cover the construction costs that exceeded the original budget and allow for all add alternates to be included with the project.

ENVIRONMENTAL REVIEW

Development of the KT-52 School/Park Master Plan was previously evaluated in the Sierra Vista Specific Plan EIR (certified May 5, 2010, SCH No. 2008032115), and identified in the associated Sierra Vista Specific Plan. Construction of the KT-52 School/Park Master Plan project is found to be within the scope of the project covered by the Sierra Vista Specific Plan EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Sierra Vista Specific Plan EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented during the design and construction of the KT-52 School/Park Master Plan project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Heather Buck, Senior Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

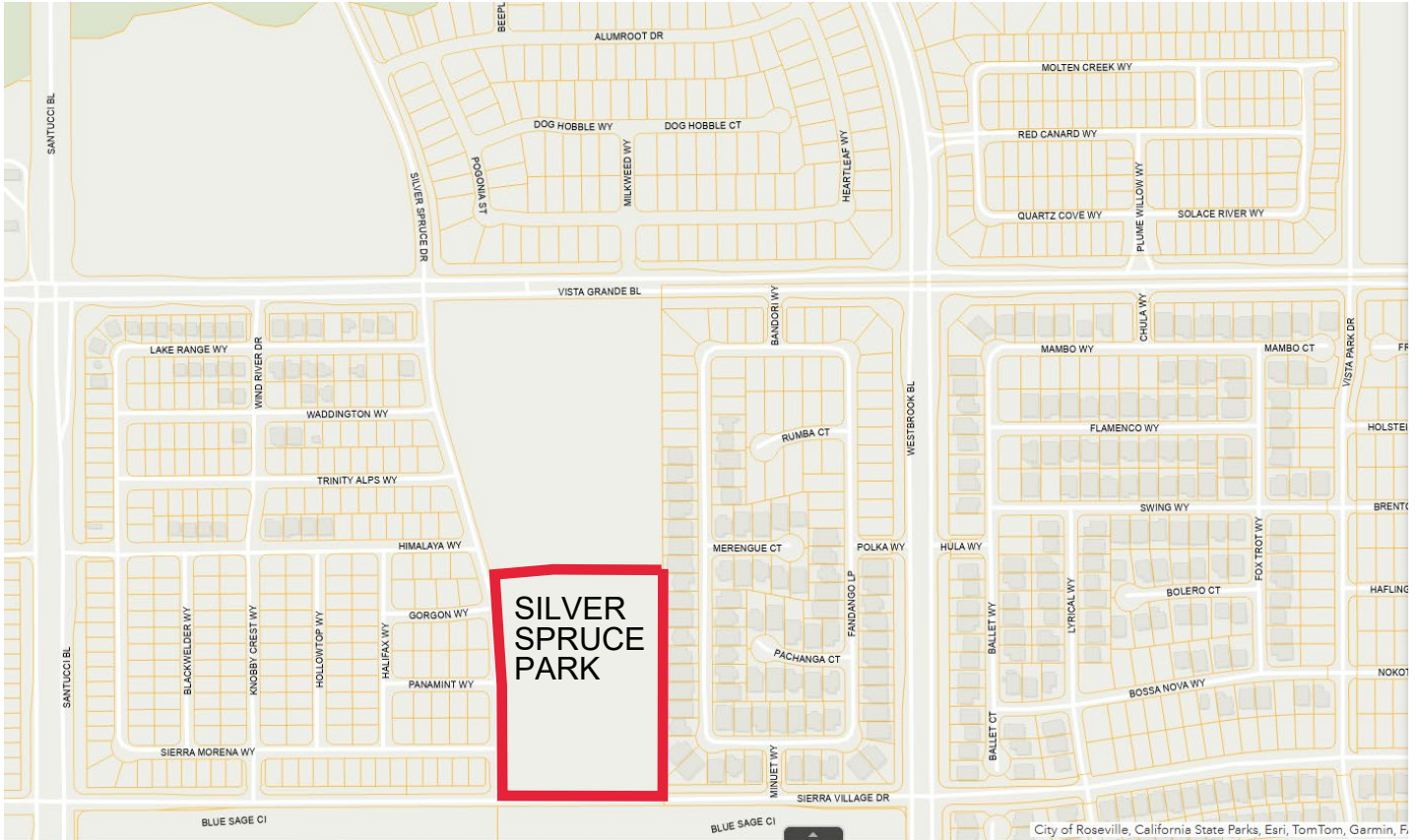
ATTACHMENTS:

1. vicinity map
2. Resolution 25-175
3. Agreement
4. Ordinance 6946
5. Bid Summary Sheet

REVIEWERS:

Heather Buck, Parks, Recreation, and Libraries Department - Park Development	Created/Initiated - 4/21/2025
Tara Gee, Parks, Recreation, and Libraries Department - Park Development	Approved - 4/22/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/2/2025
Gretchen Hakala, City Attorney Department	Approved - 5/14/2025
Katrina Six, City Clerk Department	Approved - 5/20/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/23/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

Silver Spruce (KT-52) Park
Vicinity Map



RESOLUTION NO. 25-175

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

WHEREAS, an Agreement for the Silver Spruce (KT-52) Park project, by and between
the City of Roseville and TJR Resources, 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.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 19th day of
February, 20 25, approved plans and specifications for the _____
Silver Spruce (KT-52) Park Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 25th day of March, 20 25; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____
Silver Spruce (KT-52) Park Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR Two million, eight hundred twenty-two thousand, two hundred fifty-four and no/100 dollars (\$ 2,822,254.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

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

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

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

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

CITY OF ROSEVILLE

Jill Geller
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Tom Murphy
TJR Resources, Inc.
11358 Gold Circle, Suite B
Rancho Cordova, CA 95742

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

TJR Resources, Inc. a
NEVADA CORPORATION

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: Tom Murphy, President/Secretary
and

ATTEST:

BY: N/A
its: N/A

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller

Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

ORDINANCE NO. 6946

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Silver Spruce (KT-52) School Park project.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Heather Buck, Senior Park Development Project Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Lisa Saunders, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Parks, Recreation & Libraries		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	6810	10001		45,000	Establish transfer out from GF Capital Reserve Fund to the General Fund for the KT-52 School Park project (500241)
1001	6587	84001	500241	45,000	Increase capital outlay expenditure budget
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				90,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4810	10001		45,000	Establish transfer in to the General Fund from the GF Capital Reserve Fund for the KT-52 School Park project (500241)
REVENUES/TRANSFERS IN TOTAL				45,000	

NET ADJUSTMENT	45,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	3601	00000	000000	(45,000)	Decrease General Fund Capital Reserve Fund Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(45,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment to increase the project budget for the KT-52 School Park project (500241) in the amount of \$45,000, increasing the total project budget to \$3,623,596. The additional funds are needed to cover construction costs that exceeded the original budget. This budget adjustment will transfer funds out of the General Fund Capital Reserve Fund (1012) to the General Fund (1001) to cover the cost increase.

BID SUMMARY SHEET

BID OPENING FOR:

Silver Spruce (KT-52) Park

[illegible]

Staff

Visitors (Name & Company)

Visitors (Name & Company)

Melissa Lipp
Heather Buck
My Tien Doan
Kelly Appier

Title:	Lower Bank Park (C-63) - Award of Contract and Budget Adjustment
Contact:	Joel De Jong 916-774-5924 jdejong@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with Brightview Landscape Development, Inc. in the amount of \$1,190,741 for the Lower Bank Park Project. Staff also recommends approval of a budget adjustment in the amount of \$350,000 from the General Fund for the Lower Bank Park Project. Funding for construction of this park was included in the FY2023-24 capital improvement project budget in the Neighborhood Park - Creekview Fund.

RECOMMENDATION

Staff recommends that the City Council award the Lower Bank Park (C-63) Project to Brightview Landscape Development, Inc., adopt a resolution to authorize the City Manager to execute an agreement and authorize staff to approve change order requests in an amount not to exceed 10% of the contracted amount.

Staff also recommends that the City Council adopt an ordinance to approve a budget adjustment of \$350,000 that will transfer funds from the General Fund Capital Reserve Fund to the General Fund for appropriation into the Lower Bank Park (formerly C-63) Project.

BACKGROUND

Lower Bank Park (formerly C-63) is a 2.5-acre neighborhood park is located off Lemonade Lane at Lower Bank Drive within the Creekview area of Roseville. Amenities planned for the park include a playground, small picnic area, open turf area, half-court basketball court, walking paths, planting and irrigation. Bid alternates were included for budget purposes, and include a shade structure at the picnic area, a swing set, a zipline, an upgraded play structure option, additional turf areas, additional planting and irrigation.

City Council approved the plans and specifications and authorized the call for bids at the March 19, 2025, meeting. Bids were opened on April 22, 2025, and staff received one bid for the project. The bid results are as follows:

<u>Bidder</u>	<u>Grand Total Bid Price</u>
---------------	------------------------------

Brightview Landscape Development, Inc.	\$1,488,052
--	-------------

Engineers' Estimate \$1,346,459

Staff, therefore, recommends award of the base bid plus add alternates 1 (shade at the picnic tables) and 6 (additional grass area) for a total contract award amount of \$1,190,741 to Brightview Landscape Development, Inc. Selected add alternates were chosen based on resident feedback collected during the

initial public outreach meetings as well as input from the neighborhood association during the design phase. Additional shade and an expanded grass area were identified as priorities.

FISCAL IMPACT

Funding for construction of this park was included in the FY2023-24 capital improvement project (CIP) budget in the Neighborhood Park - Creekview Fund. Maintenance will be funded through the Creekview Community Facilities District No. 2 (Public Services). The recommended budget adjustment will transfer funds from the General Fund Capital Reserve Fund to the General Fund, and appropriate them into the project to cover the construction costs that exceeded the original budget and allow for the selected add alternates to be included.

ENVIRONMENTAL REVIEW

Development of the C-63 Neighborhood Park Master Plan project was previously evaluated in the Creekview Specific Plan EIR (certified September 19, 2012, SCH No. 2008032017), and identified in the associated Creekview Specific Plan. Based on results of an initial study, construction of the C-63 Neighborhood Park Master Plan project is found to be within the scope of the project covered by the Creekview Specific Plan EIR. As discussed in the Specific Plan EIR, the EIR provides environmental analyses of community infrastructure and facilities, including parks, pedestrian bridges, and bike trails, to the extent applicable. Because the project is consistent with the Creekview Specific Plan EIR and Specific Plan, no new effects would be expected to occur and all applicable mitigation measures from the Creekview Specific Plan EIR will be implemented during the design and construction of the C-63 Neighborhood Park Master Plan project. Because the proposed project meets the requirements identified in Section 15183 of the State CEQA Guidelines, no additional CEQA review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Joel De Jong, Park Development Project Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Vicinity Map
2. Resolution 25-179
3. Agreement
4. Ordinance 6950

REVIEWERS:

Joel De Jong, Parks, Recreation, and Libraries Department - Park Development

Tara Gee, Parks, Recreation, and Libraries Department - Park Development

Jill Geller, Parks, Recreation, and Libraries - All

Created/Initiated -
5/13/2025

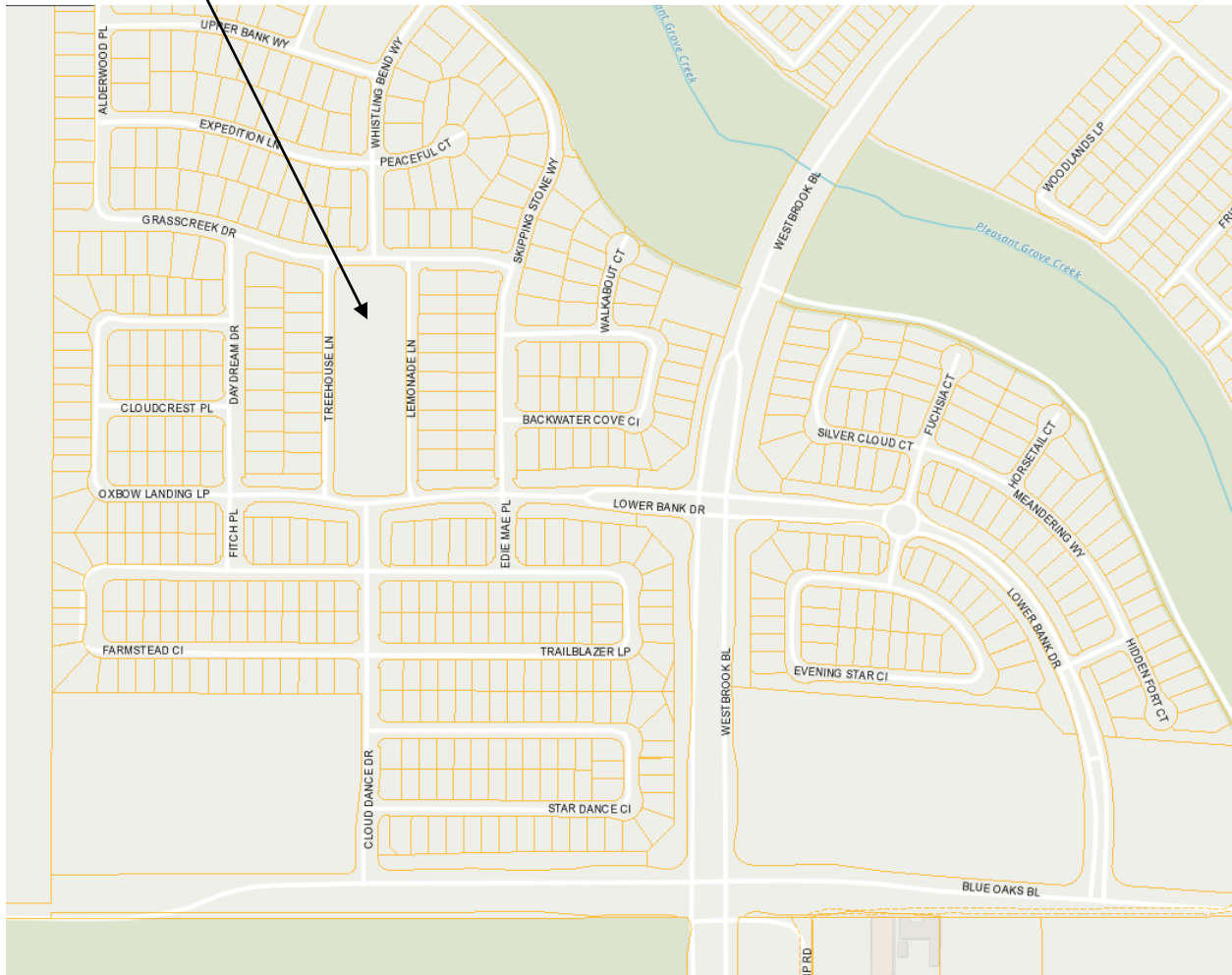
Approved - 5/13/2025

Approved - 5/22/2025

Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/22/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

Vicinity Map

C-63 Park Site



RESOLUTION NO. 25-179

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Lower Bank (C-63) Park project, by and between the City of Roseville and Brightview Landscape Development, 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.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

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

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the 19th day of _____ March _____, 20 25 _____, approved plans and specifications for the _____ Lower Bank Park Project _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 22nd day of _____ April _____, 20 25 _____; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the Lower Bank

Park Project

in accordance with the Contract Documents (the Work).

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

2. PAYMENT. CITY shall pay CONTRACTOR One million one hundred and ninety thousand, seven hundred forty-one and no/100 dollars (\$ 1,190,741.00) for the Work to be done under this Agreement in accordance with the Contract Documents.

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

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

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

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

CITY OF ROSEVILLE

Jill Geller
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONTRACTOR

Dan Harper
Brightview Landscape Development, Inc.
20 Business Park Way, Suite 200
Sacramento, CA 95828

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

Brightview Landscape Development, Inc., a
California Corporation


BY: Dan Harper
its: Vice President

and

BY: _____
its: _____

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____

Print Name: Jill Geller

Title: Parks, Recreation & Libraries Director

ORDINANCE NO. 6950

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the C-63 Neighborhood Park project.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Joel De Jong, Park Development Project Manager	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Lisa Saunders, Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Parks, Recreation & Libraries		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	6810	10001		350,000	Establish transfer out from the GF Capital Reserve Fund to the General Fund for the C-63 Neighborhood Park project (500351)
1001	6587	84001	500351	350,000	Increase capital outlay expenditure budget (project 500351)
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				700,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1001	4810	10001		350,000	Establish transfer in to the General Fund from the GF Capital Reserve Fund for the C-63 Neighborhood Park project (500351)
REVENUES/TRANSFERS IN TOTAL				350,000	

NET ADJUSTMENT	350,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
1012	3601	00000	000000	(350,000)	Decrease General Fund Capital Reserve Fund Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(350,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department is requesting a budget adjustment to increase the project budget for the C-63 Neighborhood Park project (500351) by \$350,000, increasing the total project budget to \$1,550,000. The additional funds are needed to cover construction costs that exceeded the original budget. This budget adjustment will transfer funds out of the General Fund Capital Reserve Fund (1012) to the General Fund (1001) to cover the cost increase.

Title:	Winding Creek Adventure Club - Reimbursement Agreement
Contact:	Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

SUMMARY

Staff recommends approval of a reimbursement agreement with Roseville City School District for architectural and civil design services, DSA (Division of State Architect) permitting and construction administration services, plumbing and electrical services, and DSA inspection services to connect and install a City of Roseville purchased modular building to operate a new Adventure Club at Winding Creek Elementary School opening in fall of 2026. The reimbursement agreement should not exceed \$234,508, including contingencies, and is funded by a General Fund subsidy to the Youth Development Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a reimbursement agreement with the Roseville City School District for architectural and civil design services, DSA permitting and construction administration services, plumbing and electrical services, and DSA inspection services to connect and install a City of Roseville purchased modular building to operate a new Adventure Club at Winding Creek Elementary School opening in fall of 2026.

BACKGROUND

Roseville City School District's Winding Creek Elementary is currently under construction and is scheduled to open for students in the fall of 2026. To install the city-owned modular facility for the operation of a new Adventure Club and preschool program, Parks, Recreation & Libraries plans to leverage on-site contractor services for DSA permitting and inspection, construction administration of the building utility connections, including plumbing, sewer, and electrical for power and a required fire alarm. Parks, Recreation & Libraries entered into a similar reimbursement agreement with Center Unified School District in 2023 for the DSA permitting and architectural services as part of the installation of the Rex Fortune Adventure Club facility on the school site.

Winding Creek Adventure Club will be the 22nd facility and program operated by the Parks, Recreation & Libraries Department. The building will be licensed to provide childcare for up to 60 school-aged children and is planned to operate a preschool program while K-5 students are in school. This building will also provide programming during school vacation breaks, including summer camp programs.

FISCAL IMPACT

The reimbursement agreement with the Roseville City School District for DSA permitting, inspection and construction services, including utility connections to a city-purchased building, is funded by a General Fund subsidy to the Youth Development Fund. The reimbursement agreement shall not exceed \$234,508.00, including contingencies.

ENVIRONMENTAL REVIEW

The proposed project involves a minor addition to an existing school within school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, including the addition of portable classrooms. This activity is categorically exempt from CEQA as a Class 14 Exemption (CEQA Guidelines Section 15314). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Rob Nakamura, Recreation Superintendent

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 25-184
2. Winding Creek Reimbursement Agreement
3. CEQA Exemption

REVIEWERS:

Rob Nakamura, Parks, Recreation, and Libraries Department - Recreation	Created/Initiated - 5/12/2025
Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Approved - 5/13/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/22/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-184

APPROVING A REIMBURSEMENT AGREEMENT, BY AND 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

WHEREAS, a Reimbursement Agreement for the Winding Creek Elementary School Adventure Club, by and between the City of Roseville and Roseville City School District, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Reimbursement 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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REIMBURSEMENT AGREEMENT

Winding Creek Elementary School Adventure Club Portable Project

THIS AGREEMENT is made this 24 day of April, 2025 by and between the City of Roseville, a municipal corporation ("CITY") and Roseville City School District, a California public school district ("RCSD"), and

RECITALS:

WHEREAS, RCSD is constructing Winding Creek Elementary and CITY intends to have a portable Adventure Club facility building installed at the elementary school campus (the "Project"); and

WHEREAS, the Project requires architectural and civil design services, Division of State Architect (DSA) permit processing and construction administration services, utility connection services, and DSA inspection services; and

WHEREAS, RCSD has an existing contract with Balfour Beatty Construction, a California corporation, and D.I. Diversified, Inc., a California corporation, who are qualified and experienced to provide the above-referenced services; and

WHEREAS, the parties desire to enter into this Reimbursement Agreement regarding the respective costs associated with the Project.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement of Costs for Architectural and Civil Design Services, DSA Permitting and Construction Administration Services, and Plumbing and Electrical Engineering Services. CITY shall reimburse RCSD one hundred percent (100%) of the costs associated with the services to be completed by Balfour Beatty Construction and its subcontractors that are related to the Project. The total cost of this service shall be two hundred thirty-four thousand five hundred eight dollars (\$234,508.00). The scope of work and cost proposal is attached hereto as Exhibit "A" and incorporated herein by reference.

a. Reimbursement of Unanticipated Costs. Of the \$234,508 amount referenced above, two (2) twenty-thousand dollar (\$20,000.00) contingency amounts are allocated for any unexpected costs or changes that may arise during the duration of the Project for a total contingency amount of forty thousand dollars (\$40,000.00). Total reimbursement of unanticipated costs shall not exceed \$40,000 and both parties must agree in writing prior to approval of any increases in costs.

2. Reimbursement of Costs for DSA Inspection Services. CITY shall reimburse RCSD one hundred percent (100%) of the costs associated with the DSA inspection services that are related to the Project to be completed by D.I. Diversified Inc. The total cost of this service shall be twenty-five thousand dollars (\$25,000.00). The scope of work and cost proposal is attached hereto as Exhibit "B".

3. Invoices. The parties may invoice one another as the respective costs are incurred. All invoices must show a breakdown of the services rendered for the Project. Invoices shall be paid by the parties within thirty (30) calendar days of the date of receipt of the invoice. CITY's total cost of reimbursement for the Project shall not exceed two hundred fifty-nine

thousand five hundred eight dollars (\$259,508.00) and CITY will not be liable for any payments or costs for work in excess of this amount or for any unauthorized or ineligible costs.

4. Completion of the Project. CITY and RCSD shall use reasonable and diligent efforts to ensure that the consultant(s) complete the Project in accordance with the plans and specifications approved by the parties.

5. Indemnification. CITY shall indemnify, defend and hold harmless RCSD, its officers, directors, agents, employees, and volunteers against all claims, liabilities, damages and expenses ("Claims") including, without limitation, claims for injury to or death of any person, or damage caused by or arising out of services required for the Project or CITY's performance or failure to perform its obligations under this Agreement unless the Claim(s) is subject to RCSD's indemnification, below.

RCSD will indemnify, defend and hold harmless CITY, its officers, directors, agents, employees and volunteers against all claims, liabilities, damages and expenses ("Claims") including, without limitation, claims for injury to or death of any person, or damage caused by RCSD's performance or failure to perform its obligations under this Agreement unless the Claim(s) is subject to CITY's indemnification, above.

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

7. Compliance with Laws. Each party shall comply with all federal, state and local laws, ordinances and policies as may be applicable to its obligations under this Agreement.

8. 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.

9. Assignment. Neither party may assign this Agreement without the prior written consent of the other.

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

11. 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.

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

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

14. 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

Rob Nakamura
Recreation Superintendent
316 Vernon Street, Suite 400
Roseville, CA 95678

ROSEVILLE CITY
SCHOOL DISTRICT

Justin Barrett
Director of Facilities
1050 Main Street
Roseville, CA 95678

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

15. 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 caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and RCSD has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ROSEVILLE CITY SCHOOL DISTRICT,
a California public school district

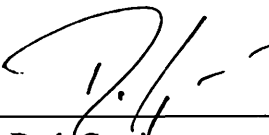
BY: _____
DOMINICK CASEY
City Manager

BY: 
AMY BANKS
its: Associate Superintendent, Business Services

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

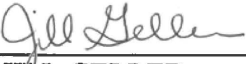
BY: 
Derk Garcia

APPROVED AS TO FORM:

its: Superintendent

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 

JILL GELLER
Parks, Recreation & Libraries Director

Exhibit “A”

March 31, 2025

t.916.760.0805
1110 Iron Point Road
Suite 280
Folsom, CA 95630
License No. 979126

Mr. Justin Barrett
Director of Maintenance and Facilities
Roseville City School District
1050 Main Street
Roseville, CA 95678

RE: Roseville City School District Contract Number C80
Balfour Beatty Project No. 11798001 / RCSD C80 (Winding Creek) Elementary School
Revised Proposal for Adventure Club Design, Permitting, Construction and Construction Administration Services

Dear Justin,

Balfour Beatty is pleased to submit this further revised proposal for professional design, permit processing and construction administration services; as well as for infrastructure construction costs and management associated with the proposed Adventure Club portable building.

Background

The Adventure Club shall be installed on the Roseville City School District (RCSD) C80 Winding Creek Elementary School site via agreement between RCSD & the City of Roseville (CoR). The Adventure Club building will be a pre-fabricated, DSA pre-approved template structure, placed on the east side of the campus between RCSD's permanent school buildings 'D' and 'E'. See attached Site Plan Exhibit A.

This proposal is based on discussions, understanding and documents provided to RCSD and Balfour Beatty by the City of Roseville, primarily:

- Adventure Club – Scope of Work – Installation of Portable Classroom, updated 03/31/2025, (1p. attached, Exhibit B)
- DSA-approved Pre-Check drawings for Westbrook Elementary, full plan set dated 10/12/2022 (68 shts, not attached)
- Adventure Club Planning Meetings #01 on 7/9/2024; #02 on 8/12/2024 (minutes previously distributed); 2/13/2025; and clarification e-mails from City of Roseville 3/11/2025 through 3/28/2025.

As indicated by the City of Roseville and documented in meeting #02, CoR has not finalized a purchase agreement with Class Leasing, LLC, for the Winding Creek Adventure Club. The portable may be fabricated and installed by another company (TBD), but if such occurs, the configuration and infrastructure requirements will be very similar.

The Adventure Club schedule shall fall within the construction durations of the Phase 2 Master Project schedule; and Substantial Completion of the facility shall be commensurate with the Substantial Completion of the Master Project.

Design and Engineering Scope of Services

Balfour Beatty (BBC), HMC Architects and our contracted Civil Engineering, Plumbing Engineering and Electrical Engineering Consultants will:

- Update drawings as necessary to include all requirements in the City's Scope of Work document (Exhibit B).
- HMC Architects will adjust the permanent site fencing and gate locations, coordinated with the portable buildings.
- BBC and HMC have scoped the project requirements and determined that revised Civil Grading and Utilities Plans; Plumbing Site Plan & details for the final connections to domestic water and sanitary sewer; and Electrical drawings for the engineering, circuiting and final connections of electrical, intercom and fire alarm, as well as final pathways for fiber optics installations, are required. No Structural Engineering services are anticipated or included in this proposal.
- HMC Architects and BBC's Design Manager shall coordinate all disciplines' documents, along with the CoR's Pre-Check vendor documents; and packaging/submitting them to DSA for separate project and permit number and CoR Fire Department for review.

Roseville City School District Contract Number C80
Balfour Beatty Project No. 17198001 / RCSD C80 (Winding Creek) Elementary School
Proposal for Adventure Club Design, Permitting, Construction and Construction Administration Services
March 31, 2025
Page 2 of 2

- HMC Architects and the Consultants, as necessary, will monitor the DSA and CoR Fire Department review processes; respond to both Agency comments, resubmit responses to comments, ensuring final DSA and CoR Fire Department permit approvals.
- BBC will provide Design Management oversight of the Design, Documentation, Coordination and Agency/Permit activities, including arranging meetings with RCSD and the CoR; documenting & distributing meeting minutes, and fostering regular communications.

Refer to attached proposals prepared by HMC Architects (9/3/2024, 2pp, Exhibit C); ACCO Engineered Systems (9/4/2024, updated 2/20/2025, 3pp, Exhibit D); and Alessandro Electric (03/28/2025, 21pp, Exhibit E.1; plus 8/23/2024, 2pp., Exhibit E.2) for additional Scopes of Work descriptions.

Construction Scope of Work

Balfour Beatty, our contracted Trade Partners (ACCO & Alessandro Electric) and other Subcontractors awarded the Work will:

- Include all requirements in the City's Scope of Work document (Exhibit B).
- Install asphaltic concrete (AC) pad to accommodate 48' x 40' portable building footprint and loading/bearing requirements set forth in the DSA Pre-Check documents. Note: no new concrete foundations or other special foundation systems are required/included in this proposal. AC pad area shall include surface for installation of the ADA access ramp.
- Install electrical power from Main Switchboard located at MPR Building B (west side of campus) and make final connections to the portable building's service entrance panel.
- Install domestic water source and sanitary sewer connections to within 5 feet of the portable building's prescribed connection points. Plumbing Subcontractor shall effect final connections between site underground and portable building stubs, including required Moen leak detection device.
- Portable building components, wood foundation, ADA access ramp & final connection of site fire service to portable building fire riser shall be provided and installed by the portable building's manufacturer & their separately-contracted fire sprinkler Subcontractor.
- Telephone and internet services shall be ordered, installed and coordinated by CoR. Security alarm devices and/or monitoring services shall be ordered, installed and/or coordinated by CoR. A programmable [digital keypad or sim.] lockset shall be provided and installed by CoR. All FF&E shall be provided and installed by CoR.

Balfour Beatty and our Design-Build Team propose to furnish all design, engineering, coordination and management, and construction work as defined above and in the referenced exhibits for the Lump Sum Price of \$234,508.00 (Two Hundred Thirty Four Thousand Five Hundred Eight and No/100 Dollars), with full understanding that the \$40,000.00 (plus markups) contingencies are a Not to Exceed component of the total price. Please refer to Exhibit F for breakdown of costs by discipline and trade, as well as Balfour Beatty's Design Management Team Coordination services.

Please review this proposal and call or write with any questions.

Respectfully submitted,

Joe Hucik, Associate DBIA
Senior Project Manager

cc:	Amy Banks	: RCSD	
	Kyle Frandsen	: Balfour Beatty	Main Office Admin (original)
	Steve Schrader	: Balfour Beatty	File Director (scanned copy)

RCSD C80 Winding Creek ES

Prepared By: Joe Hucik & Steven Schrader

Project Location: 1135 Celebrate Drive, Roseville, CA 95747

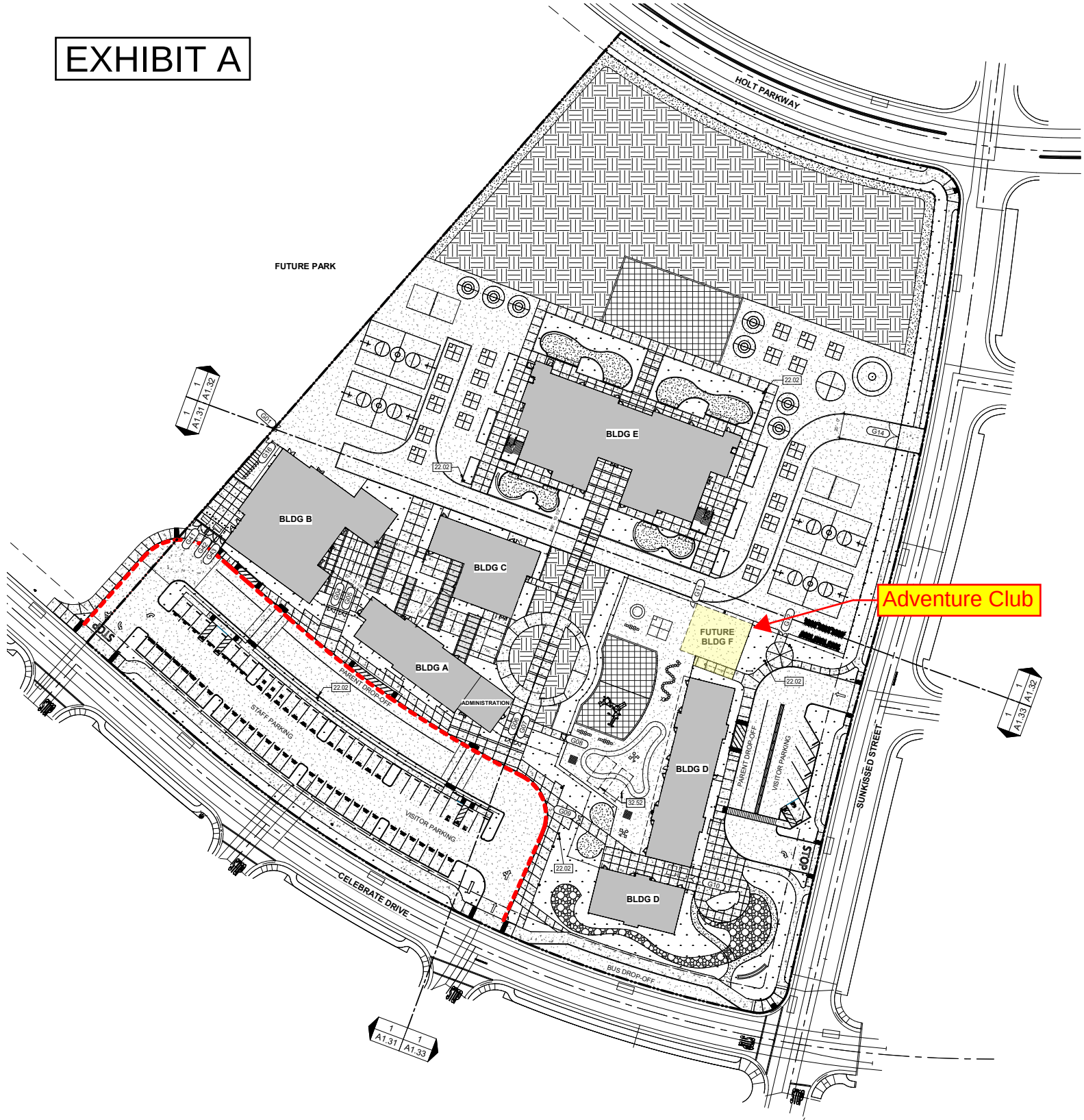
Date: 03/31/2025



EXHIBIT F

DIRECT COSTS			
Number	Name	Company	Amount
1	Architectural & Civil Design, Coordination, DSA Permit, CA Services (Exhibit C)	HMC Architects	\$40,000
2	Plumbing Engineering, Coordination, DSA Permit, CA Services (Exhibit D)	ACCO Engineered Systems	\$2,732
3	Electrical Engineering, Coordination, DSA Permit, CA Services (Exhibits E.1 & E.2)	Alessandro Electric / TEE	\$6,500
4	Design Management & Coordination Services (40 hours)	Balfour Beatty	\$9,800
5	Plumbing - Connections from Portable to Water & Sewer Infrastructure (Exhibit D)	ACCO Engineered Systems	\$15,124
6	Electrical - Connect Portable to Power, Signal, Fire Alarm, Campus PA / Intercom (Exhibit E.1)	Alessandro Electric	\$104,429
7	Project Construction Contingency - City of Roseville	Balfour Beatty	\$20,000
8	Project Construction Contingency - RCSD / Balfour Beatty	Balfour Beatty	\$20,000
Direct Costs Subtotal			\$218,585
INDIRECT COSTS			
Number	Description	Calculation Type	Calculation Amount
Insurance & Bonds			\$7,715
	Builders Risk Premium @1.25%	Lump sum	\$2,931
	Payment & Performance Bonds @ 1.00%	Lump sum	\$2,345
	GL Insurance @ 1.04%	Lump sum	\$2,439
Fees			\$8,208
	GC Fee @ 3.50%	Lump sum	\$8,208
Indirect Costs Subtotal			\$15,923
RCSD C80 Winding Creek Elementary School Adventure Club Package Total			\$234,508

EXHIBIT A



RCSD C80 (WINDING CREEK) ELEMENTARY SCHOOL SITE PLAN

EXHIBIT B

Winding Creek Adventure Club

Updated: 03/31/2025

Scope of Work – Installation of Portable Classroom

Roseville City School District Scope of Work - The following will be coordinated/installed by the Roseville City School District as part of the school's construction project at no cost to the City of Roseville:

- Provide asphalt pad to accommodate 48x40 portable classroom with additional space for ADA access ramp.
- Install underground utilities to portable classroom location to specific stub up and sewer clean out locations per plans, or, at minimum within 5 feet of the rear of the building pad including domestic water, sewer, electrical, low voltage and fire water. Costs included in this contract assume utility stub-ups and tie-ins at locations indicated on representative Westbrook Elementary School Adventure Club project plans dated 10/12/2022 (DSA approval date).
- Ensure electrical breaker and data connection ports are available at main electric and fire panels to serve the portable building to accommodate power, data, intercom, and fire alarm.
- Install 6' high fencing and pedestrian gates as designed for campus security

Additional Roseville City School District Scope of Work: The following associated with the Adventure Club Portable Building will be provided/installed by the Roseville City School District and subject to reimbursement by the City of Roseville.

EXHIBIT C – HMC Architects: provides architectural & civil design, DSA submittals and DSA permitting

EXHIBIT D – ACCO Engineered Systems: provides plumbing connections including domestic water and sewer. Install sewer cleanouts, external hose bib, and a leak detection device.

EXHIBIT E – Alessandro Electric: provides all electrical connections including main power & low voltage (fire alarm/equipment, data fiber, clock, and emergency speaker; power above entry door for security system & programmable lock).

EXHIBIT F – Balfour Beatty Construction: provides construction administration services, DSA required signage, ADA ramp transition (bottom of ramp to site hardscape) and fire riser fence enclosure.

City contracted/installed:

- DSA classroom building 48x40 on wood foundation with ADA ramp
- Fire riser from stub-up at-grade to portable; complete wet-pipe building sprinkler system (assumed to be by the portable building manufacturer/installer)
- Telephone service, internet service, WAP devices, security alarm, programmable lock
- All furnishings, fixtures, and equipment.

September 3, 2024
Kyle Frandsen
Director, Sacramento | Balfour Beatty
1110 Iron Point Rd #280, Folsom, CA 95630
Sacramento, CA 95814

Project: Creekview Elementary School
HMC #3575001-TBD

Subject: Proposal for Additional Architectural and Engineering Services
For Addition of Adventure Club

Dear Kyle,

HMC Group hereby submits our additional services fee proposal for professional architectural and civil engineering services for the addition of the Adventure Club to the C80 Creekview ES school site.

A. Background

The Roseville City School District, working with the City of Roseville, will be adding a 40x48 PC building to the Creekview site for an after-school program.

B. Scope of Work

The Scope of Work includes Architectural and Civil Engineering services required for DSA approval and subsequent construction. The scope includes but is not limited to:

- Provide drawings for preparation of the pad for the 40x48 portable classroom and additional space for an access ramp.
- Design drawings showing underground utilities to the portable classroom location within 5 feet of the building, including water, sewer, and fire water.
- Fencing and gates layout as designed for campus security.
- Submission for and subsequent Local Fire and DSA approval.
- Construction supervision.

C. Compensation

HMC will provide the services outlined in the Scope of Work on a lump sum fixed fee basis of forty thousand dollars (\$40,000). (see cost allocations on Page 2)

D. Schedule

The project schedule will remain the same as outlined in the "Agreement for Architectural Services" dated September 13, 2023, Attachment C.

E. Additional Services

If additional services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "A," HMC Rate Schedule.

F. Reimbursable Expenses

None anticipated.

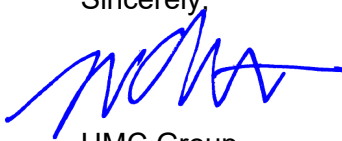
G. Authorization/Agreement to Proceed

HMC Group is hereby requested and authorized by Balfour Beatty to provide Architectural and Engineering Services as described above. All the foregoing is agreed to and authorized by:

	7/12/24		
_____ Brian Meyers LEED AP BD+C Practice Leader	_____ Date	_____ Balfour Beatty	_____ Date

Please review this Proposal and if it meets with your approval, please sign and return to my attention.

Sincerely,



HMC Group

Michael Rath
Principal Architect

ALLOCATION OF PROJECT COST ELEMENTS AND COST PROPOSAL			
RCSD Creekview Adventure Club Cost Proposal		9/10/2024	
Discipline			
	CDs, DSA, BN 75%	Construction Phase 25%	
Architect	\$26,625	\$8,875	\$35,500
Civil Engineer	\$3,600	\$900	\$4,500
TOTALS	\$30,225	\$9,775	\$40,000

EXHIBIT D



916 / 520-2100 Voice
916 / 520-2110 Fax
9290 Beatty Drive
Sacramento, CA
95826-9702

August 27, 2024
September 4, 2024 Rev

February 20, 2025
City of Roseville elected not to accept Chlorination
Alternate on 02.13.2025; see Page 2

Joe Hucik
Balfour Beatty
Via Email

RE: **RCSD C80 Elementary School – Adventure Club
Roseville CA**

SUBJECT: **Plumbing Construction Proposal**

Dear Joe,

We are pleased to present our Plumbing proposal proposed Adventure Club at the C80 Elementary School site located in Roseville California.

Our proposal is based on the following:

- Plumbing scope on detail 1/Alt-01 sheet of the Westbrook ADV Club pdf set of plans, dated 10/3/22
- Adventure Club typical SOW
- Moen leak detection device pdf
- Steve Schrader email on 8/21/24

Design Scope:

1. **ACCO to provide 2D CAD drawings suitable for permit along with necessary engineering and design services (BIM not included)**

HVAC Scope:

2. No HVAC scope
3. Self contained units to be installed, ducted and started by others

Plumbing:

1. ACCO to connect to site utilities max 5 ft from new portable
 - a. Domestic cold water
 - b. Sanitary waste
2. ACCO to connect site utilities to trailer provided and installed by others
 - a. It is assumed that the points of connection on the portables are within five feet of the civil utilities

3. ACCO to provide and install Moen leak detection device
 - a. Flo By Moen - One inch size
 - b. ACCO not responsible for power or Bluetooth connection
 - i. It is assumed that once this device is installed ACCO's scope will be completed
 - ii. Bluetooth integration, assumed to be by Roseville School District

s/w Nic 9/4/24; CA services n/a, wrapped into their overall CA fee for main project. Fee presented below is for Design thru Agency Approvals.

Pricing:

Design Scope - Plumbing Tie In: **\$2,732.00**

Construction Scope - Plumbing Tie In: **\$12,574.00** + 1% Bond

Alternates:

~~ACCO will assist with commissioning but this will require participation by Roseville School District facilities team~~

City of Roseville elected not to accept this Alternate on 02.13.2025

~~**Plumbing Commissioning Pricing:** **ADD \$1,886.00**~~

Chlorination

ACCO to perform chlorination of domestic water piping. Chlorine to be injected at the POC at the portables and run through domestic cold water system that was installed by others within the portable per Alt-01 drawing. Chlorination report to be provided.

Plumbing Chlorination Pricing: **ADD \$2,400.00** + 1% Bond

Subtotal blue-highlighted items = \$14,974;
with 1% bond, total = \$15,124

Clarifications and Exclusions:

1. Pricing of materials and equipment is based on today pricing, no cost escalation has been included due to the volatility of the market and constant varying price increases
2. We assume this proposal will be part of the contract.
3. Permits or fees are by others.
4. We have not included water or gas meters.
5. We have not included BIM.
6. We have not included the costs for bonds.
7. We have not included any site plumbing all utilities are stubbed out 5' for connection by others.
8. We have not included excavation of excessive rock, we assume the built-up pad will be sufficient enough that we will not be into any Merton. (Rock Excavation is excluded)
9. It is believed that native soils can be used for backfill without any screening etc..
10. We have not included participation in a composite cleanup crew...ACCO will pick up its own trash daily and dispose in a dumpster provided by others.
11. All work is to be done during normal work hours.
12. We have not included safe off of any site utilities, supplying of any temporary water, connection of utilities to site construction trailers. etc.
13. Cutting, patching, painting is not included
14. We assume we can use pro-press copper on hydronic, condensates & domestic water
15. Installation will be consistent with ACCO design build methods and materials. Our design practices will conform to requirements stipulated. This will include site meeting participation during the coordination and installation process.

16. Material submittal will be provided detailing material and methods to be utilized. All material and equipment furnished and installed will be guaranteed to be new and free from defects. Standard manufacturer's warranties are provided.
17. We assume LEED paperwork will be handled by others.
18. Equipment warranty begins upon beneficial use
19. No natural gas is believed to be on site, & thus is not included
20. Warranty start date shall begin once equipment is started up

We appreciate the opportunity to present our Plumbing proposal and look forward to working with you on this project. Please call me at 916-833-4126 if you have any questions.

Sincerely,
ACCO Engineered Systems, Inc.



Nic Haviland
Sr Project Manager

Alessandro

ELECTRIC INC.

License C10 & C7 # 867775 - State Certified Small Business Enterprise #74503 - DIR #1000003067

ESTIMATE – Roseville C80 – Adventure Club

EXHIBIT E.1

Date: 03/28/2025

To: Balfour Beatty

Attn: Joe Hucik

Scope:

Installation of electrical and low voltage systems per electrical system design criteria for the Adventure Club with an extended start date of April 2024 including escalation estimates, and temp power/lighting for construction.

Inclusions:

Electrical system design criteria

Trench and backfill for electrical

Power

Fire Alarm

Temp power& Lighting installation, maintenance, relocations, and demolition

Data & Fiber Optics

Clock

Power for Intrusion and Card Access panels installed by other.

Exclusions:

Active Networking Equipment

Phone System

AV

CCTV

Bonds Plans Permits & Fees

HAZMAT

Allowances

Seismic wires

Asphalt and concrete cut removal patch back

Concrete for electrical pads

Surveying and staking

Traffic control

Plumbing repairs

Landscape or sprinkler repair

Private utility locating

Spoils removal

Cut patch & paint

Backing blocking & or framing

All HVAC Controls, Conduit, Wire

Access Hatches

Dumpster for trash removal

Rock excavation

Demolition

Concrete scanning or coring

Overtime/shift differential

Addenda: N/A

Estimate based on January 2025 start date

	Total	26 Electrical	27 Communications	28 Electronic Safety & Security
Adventure Club	\$ 103,394.78	\$ 55,302.63	\$ 20,411.14	\$ 27,681.01

+ 1% bond, total = \$104,428.73

The Adventure Club pricing above does not include installation of the security alarm.

Add Alternate – Include Security Alarm for the Adventure Club \$5503





Powering Business Worldwide

Eaton Corporation
1741 E Roseville Pkwy, Ste 400
Roseville, CA 95661
Fax: (916) 780-4141

**QUOTATION FOR:
CREEKVIEW ELEMENTARY SCHOOL**

NEG# SR600627X4K2

ALT# 0000

DATE: 06.28.2024

Rev_0

EQUIPMENT SUMMARY & SELLING POLICY

EATON Electrical is pleased to offer the following Scope of Work and Bill of Material for your consideration. The Bill of Material is in accordance with our interpretation of the Plans and Specifications. This offer is subject to your approval and is conditional upon your acceptance of the applicable EATON Electrical Selling Policy listed below. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof. Schedules are based on current factory scheduling. Lead times are subject to change at order entry due to market and plant conditions. Please contact your EATON Electrical sales engineer or distributor if different dates are required. Shipment Dates are based on returned Approval Drawings marked "RELEASED FOR MANUFACTURE".

Equipment	Applicable EATON Selling Policy	Weeks for Approval Drawings Submittal	Weeks Shipment After <u>Release</u> of Order
Switchboards	25-000	1-2	40+
Panelboards	25-000	1-2	3-25+
Transformers / Safety Switches	25-000	1-2	Stock - 4
	25-000		
	25-000		

Job is quoted:

- ☐ Per Plan Drawings and Spec Sections: Comments and special conditions as noted.
- ☒ Per Plans Only – E0.04, E0.05, E6.01 (Updated 11/03/2022)
- ☐ Per Customer's Take Off – Verbal
- ☐ Per Customer's Take Off – Written
- ☐ Other:

Unless otherwise noted:

- ☐ No Addendum Included.
- ☐ Includes Addenda #

Respectfully,

Gazi Alvi

Sales Engineer
Eaton Corporation
1741 E Roseville Pkwy Suite 400 | Roseville, CA 95661 | USA
Mobile: 916.926.3386
gazialvi@eaton.com

Adventure Club \$7,902.00

GENERAL COMMENTS, CLARIFICATIONS, SPECIAL CONDITIONS

1. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
2. Cable terminations use mechanical type lugs, not compression type lugs, unless shown in the description of the equipment. Mechanical lugs will accept either copper or aluminum cables. Standard termination lugs are provided based on the ampacity of each circuit. Optional lugs are available that generally allow for the next larger standard cable size. Oversized lugs and/or additional quantities of parallel cables must be accommodated by the contractor's installation method (e.g. insulated cable splices in the equipment gutter, power terminal blocks, etc.) and are not part of this quotation.
3. Not included unless shown as a separate item within this bill of materials: safety switches, enclosed circuit breakers, starters meter sockets, spare parts / renewal parts and other miscellaneous equipment, 600 Volt or 250V fuses (others supplied only if noted specifically), extended warranty, seismic calculations, and selective coordination.
4. Dry type transformers (DOE 2016) - primary or secondary terminal lugs are not included. DTDT supplied with factory standard impedance and reactance levels unless shown otherwise.
5. Panels and switchboards- Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design. *** SPD and customer metering are only included where shown on single line or panel schedules. ***
6. Eaton not responsible for Utility Meter Maximum center-line Height or CEC/NEC 6'-7" center of OCPD handle violation if the surface for electrical equipment supplied by Eaton – Enclosed Control, Fused or MCCB Switching Devices, Panelboards, Switchboards, LV Switchgear, MV Switchgear, etc.... – is installed on a surface more than 1" (i.e., housekeeping pads) above the level plane in front of the equipment as required by Utilities and NEC/CEC.
7. Order Entry- Eaton does not send utility approval drawings unless requested by customer. Customer to provide utility contact information. Lift gate truck requirement for switchboard delivery must be requested at or before time of order entry. Liquidated damages will not be accepted.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings

are required, a Hold-For-Release PO is required. All drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed. If order is cancelled AFTER approval drawings are provided, a cancellation charge of \$1,000.00 or 2% of order value, whichever is greater, will be accessed against the PO.

ALL lead-times are provided as a good faith estimate due to the supply chain issues caused by COVID-19.

PROJECT SPECIFIC COMMENTS & CLARIFICATIONS

- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- Only the items listed in the equipment table above and detailed in the BoM are provided in this quote. Any changes to the above BoM may result in a price change.
- No testing or studies are part of this quote.
- Taking exception from density rated silver plated copper bussing and providing standard copper bussing for switchboards and panels per contractor's request.
- Providing Gen Purpose Ventilated XFMR with Cu windings and 115 Deg rise.
- Panel AC Schedules not found. Quoting a 42 ckt 225A panel filled with 20A/1P breakers. Contractor to confirm the schedule before ordering.
- Red paint on breakers by Others.
- GFCI breakers not available at 25 kAIC. Quoting normal Thermal-Mags.
- 3P GFCI breakers not available with Eaton. Quoting 3P GFCI breakers as 2P GFCI breakers. 3P breakers w/ Shunt trip in Panel LK1 are being quoted without GFCI as well.
- Fuses for Safety Switches by Others.
- EH1 has been divided into 2 sections due to sizing issues.

BILL OF MATERIAL

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, a Hold-For-Release PO is required. All drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed. If order is cancelled AFTER approval drawings are provided, a cancellation charge of \$1,000.00 or 2% of order value, whichever is greater, will be accessed against the PO.

BOM

Item No.	Qty	Product	Description
	1	EESS Services	EESS Short Circuit and Coordination Studies: Arc Flash Hazard Analysis, Arc Flash Labels - Custom
			See Approval Drawings for Clarifications and Exceptions
			GAZI A
		Catalog No	U0130-107
		Designation	Power Studies
	Qty	List of Materials	
	1	ESS Study-BidManager	
	1	Quoted by Bid Manager	
	1	Arc Flash study	
	1	Arc Flash Labels - Custom	

Item No.	Qty	Product	Description
	1	Panelboards	PRL2X, 42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Copper Bus, 25kAIC, 225A, 3P PDD23F0225 Main Breaker[Top Fed], Surface Mounted

Catalog No PASBEDBTB42A
Designation AC

Qty List of Materials

- 1 225A, 3P PDD23F0225 Main Breaker
- 42 20A, 1P GHQ Branch Breaker
- 1 Copper Main Bus, 225 Amps
- 1 Std. Bolted Cu Ground Bar (Cu Cable Only)
- 1 Panel Nameplate - White with Black Letters
- 1 Type 1 Enclosure: EZB2048R
- 1 EZ Trim, Door in Door, Concealed Hardware: EZT2048S

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented 3 Phase, 45 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 115C with 220C Insulation System Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 45 Efficiency : DOE 10 CFR Part 431 (2016) UL Listed : Y Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab) Operating Frequency: 60 HZ Catalog No V48M28F4516CU Designation TX-AC

COMMENTS & SPECIAL CONDITIONS

1. Written quotations are valid for 30 days from its date unless otherwise stated.
2. Lead times are plus transit.
3. Eaton provides FOB Factory (or FOB Destination as adder); any additional logistics/staging/kitting should be coordinated through an authorized Eaton distributor.
4. The bill of material is based upon on our interpretation of any specifications, drawings, and/or other information provided. Any items or features not listed in the bill of material are not included.
5. Any modifications or additions to the bill of material will require a revised quotation and is subject to a change in price and lead times.
6. Items NOT included unless shown as a separate item within the bill of materials: safety switches, enclosed circuit breakers, starters, meter sockets, lighting contactors, fuses, spare parts, renewal parts, other miscellaneous equipment, factory testing, extended warranty, seismic calculations, selective coordination or ArcFlash analysis.
7. When the information is not indicated, it is assumed equipment enclosures are NEMA 1 indoor.
8. When the information is not indicated, it is assumed Panelboards are NEMA 1 indoor, flush mounted, 10kAIC (208V) and 14kAIC (480V).
9. Nameplates are NOT included for miscellaneous equipment such as safety switches, enclosed circuit breakers, starters, lighting contactors, etc.
10. Cable terminations use mechanical type lugs. Mechanical lugs will accept either copper or aluminum cables. Compression type lugs are available at an additional charge.
11. Proposed equipment is finished using EATON Electrical standard application process and colors.
12. Dry Type transformers (DOE 2016) supplied do NOT include primary or secondary terminal lugs. Dry type transformers are supplied with factory standard impedance and reactance levels unless shown otherwise.
13. Motor control centers overload heaters are included in MCC pricing. However, these heaters will NOT be shipped until a verified list of full load amps or the specific heater sizes have been submitted to Eaton Electrical in writing.
14. The Supply and Installation of Labels and Signage as required by the 2011 NEC/2010 CEC (i.e., See 110.24; 230.72(A); 312.8(3); 403.8(F)(2); 408.4) as "Field Installed" are the responsibility of the End User and are NOT included in this quotation.
15. SEISMIC QUALIFICATION: Eaton equipment is Seismic certified per IBC and CBC requirements where applicable. Eaton will supply "Seismic Qualified" certificates, mounting provision locations, center of gravity, weights, and installation recommendations. (These items can also be found at www.eaton.com/seismic) The CONTRACTOR will be responsible for all costs associated with the equipment anchorage details that are to be prepared and stamped by a licensed civil engineer in the State of California. Said drawings shall be coordinated with the Eaton supplied mounting provision locations, center of gravity, weights, and installation recommendations. Calculations of anchor lengths and other seismic calculations are to be PROVIDED BY OTHERS.
16. TITLE 24: Panels and switchboards - Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design. SPD and customer metering is only included where shown on single line or panel schedules.
17. NEC/CEC ARTICLE 240.87(B): Eaton will provide the arc reduction method where it is specifically called for on the plans and specifications for circuit breakers that are rated or can be adjusted to 1200A or higher. Where no method is detailed on the plans and specifications, Eaton will provide standard circuit breakers with the features defined in the plans and specifications and can provide the additional cost adder(s) for compliance with article 240.87(B) at a future date when the designers of the project select their choice of arc reduction method.

TERMS & CONDITIONS SUMMARY

1. **All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.**
2. Customer accepts Terms & Conditions of the EATON Corporation 25-000 Selling Policy when accepting this quotation and placing an order. Eaton 25-000 Selling Policy also contains payment, net and discount terms. **Customer's PO must state "Per EATON 25-000 Selling Policy."**
3. Applicable sales taxes are NOT included in the quoted price.
4. Delivery of this electrical equipment to any common carrier shall constitute delivery to the purchaser; and all risk of loss and damage during shipment shall pass to the purchaser at that time.
5. **Freight charges are included** in the price (Standard ground freight). **F.O.B. - Factory** to accessible common carrier point nearest first destination continental USA. **For F.O.B. Destination, add 2% to the above Quoted Amount.** (NOTE: F.O.B. - Destination is INCLUDED on all GSA purchases)
6. **WARRANTY:** Standard EATON Electrical warranty is applicable for (12) months from date of installation of the product or (18) months from date of shipment of the product, whichever occurs first.



Quality Sound
2010 E. Fremont St.
Stockton, CA 95205

QUOTE
8252

CA 496881 C-7, C-10
DIR 1000000115
ACO 6020

BILL TO		JOB LOCATION	
Company:	Roseville City Elem. School District	Company:	C80 Creekview Elementary School
Address:	1050 Main Street Roseville, CA 95678	Address:	Corner of Celebrate Drive & Sunkissed Drive Roseville, CA 95747
Contact:		Contact:	
Phone:	9162836966	Phone:	
		Date:	2022-12-08
		Sales Rep:	David Pattee
		Phone:	(209) 948 2104 EXT 1072

TITLE
New C80 Creekview Elementary School - Adventure Club Portable Building

SCOPE OF WORK

This quote is for the addition of two IP Speakers (2'x2' Ceiling Tile Drop-In Type) for the two classrooms at the proposed Adventure Club Portable. These speakers will be able to be programmed for emergency announcements only.

MANUFACTURER	DESCRIPTION	QTY
267613 - School Communication System		
Rauland	Telecenter Campus IP Module 3	2.00
Rauland	8 Ohm 2X2 Spkr Assy W/Rj45	2.00
Quality Sound	Freight, Shipping, Handling	1.00
Quality Sound	1 Year Workmanship Warranty	1.00
Quality Sound	Sales Tax Included, "Use Tax"	1.00
Quality Sound	1 Year Workmanship Warranty	1.00
Quality Sound	Freight (non-taxable)	1.00
	Professional Services	
267613 - School Communication System Total:		\$3,075.00
Subtotal:		\$3,075.00
Tax:		\$0.00
Total:		\$3,075.00

TERMS AND CONDITIONS:

Pricing is only good for forty-five days. A signed quote, contract, or P.O. shall be delivered to Quality Sound before any work is started or materials ordered. Quality Sound is not responsible for delays caused by product availability. Quality Sound's on-site staff will require the work area to be free of obstructions prior to the commencement of any work. In addition, our staff will need unrestricted access to and from the work area and access to the nearest loading area. During service, the work areas should be considered a construction zone. In the interest of public safety, our staff must have priority use of the work areas until the services are complete. Our staff is scheduled to perform only the work included in this quote. If anyone with authority wishes to change or modify the scope of work, please get in touch with our office. If scheduling problems arise, Quality Sound will try to work around those needs. Quality Sound provides a one-year warranty against materials and workmanship defects on the newly installed equipment; manufacturer's component warranties vary, but many extend past this point. All invoices shall be paid within forty-five days; after forty-five days, interest will be charged at 1.5% per month. Payments are accepted via check, electronic transfer, or cash. A service fee of 3.5% will be charged when paying with a credit card. **Thank you again for choosing Quality Sound.**

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____
(Print Name)

SIGNATURE: _____

DATE: _____



INTRUSION ALARM
ACCESS CONTROL
VIDEO SURVEILLANCE
FIRE DETECTION
ALWAYS ON THE JOB.

SECURITY PROPOSAL
for
Adventure Club
C80-Creekview Elementary School

Proposal # 45627-1

Presented by: Adrian Saetes
asaetes@sonitrolsac.com
Direct: (916) 517-4512
Mobile: (916) 247-2084

Issue Date: 06/26/2024 Bid Expiry 09/26/2024

CSLB# 101-4028
(800) 266-7111

Sonitrol of Sacramento
1334 Blue Oaks Blvd
Roseville, CA 95678

Scope Details

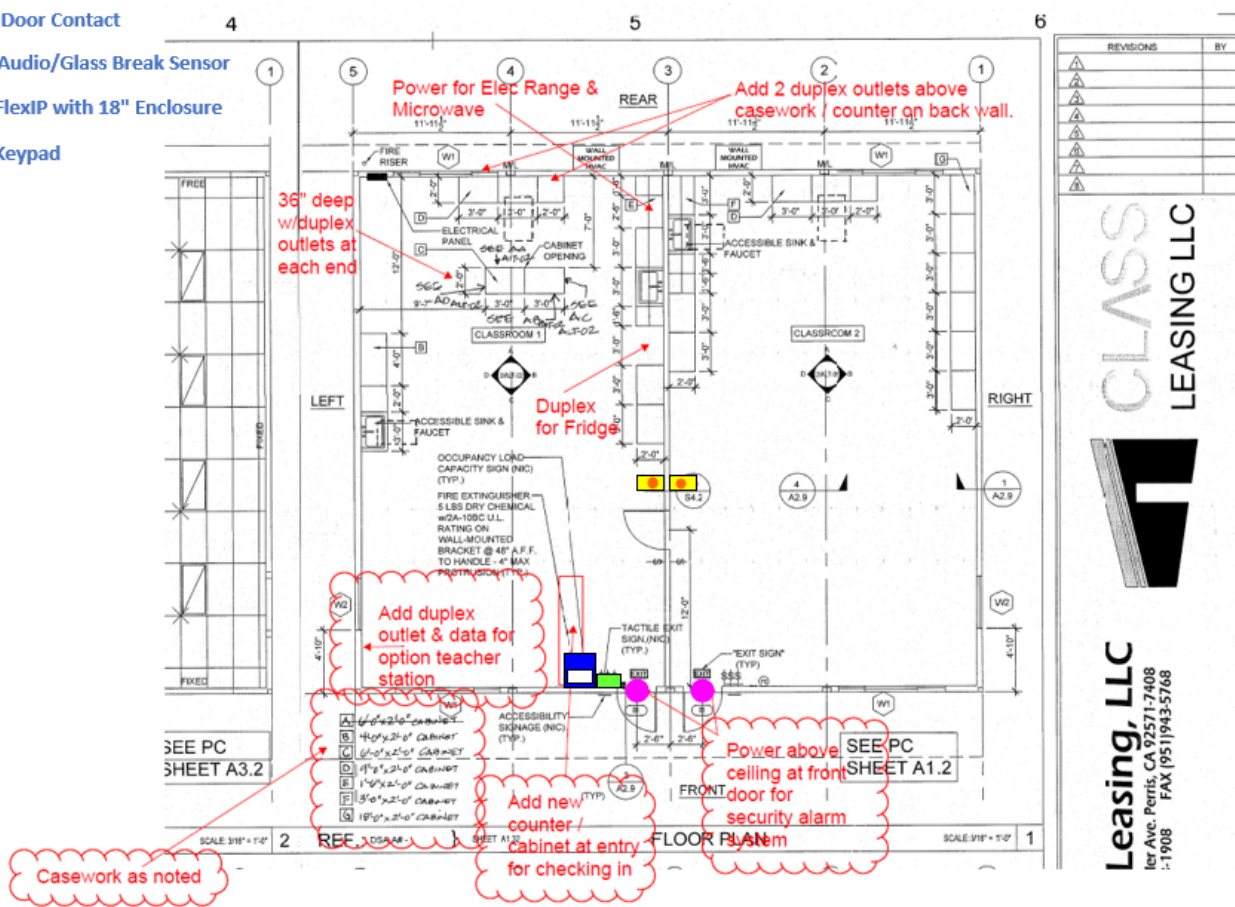
Audio Intrusion System: Door contacts to be installed on qty-2 exterior doors with qty-2 Audio strategically placed throughout the building for all over protection. There will be 1 keypad installed for easy view of the alarm system and arming. The Sonitrol FlexIP Control Panel will be installed as designated on the map below and will be connected to the clients provided network or phone line.

Provided by Others:

- Network connectivity or Traditional Analog Phone Line
- 120V Dual Receptacle
- Chases if necessary

Sonitrol Map Legend

- = Door Contact
- = Audio/Glass Break Sensor
- = FlexIP with 18" Enclosure
- = Keypad



Intrusion

QTY	Description
1	SONIP FLEXIP W/ 18" ENCLOSURE
1	SONITROL SONIP IPROX KEYPAD LCD
2	Single Door Contact
2	SONIP PA AUDIO SENSOR
*All Prevailing Wage Labor and Wire Included	

Total Proposal Amount	\$4,265.68
Monthly Professional Services	\$89.00
<i>The above price includes Tax.</i>	

Service Details

At Sonitrol, we pride ourselves on providing the best client service interaction in the industry. Below are the details we provide with your Sonitrol services:

Platinum Service:

- 24/7/365 System Monitoring
- MySonitrol.com & Mobile App
- 24/7 Local Technical Support
- Software licensing and firmware updates
- Collaborative Maintenance
- On-Going Training at no additional hourly charge
- All labor necessary to service or repair system (unless physically damaged)
- Guarantee of equipment repair or replacement unless physically damaged (NVR Server Typically Not Included without Platinum + Service)
- 4-Hour emergency service tech response guarantee 24/7/365

General Exclusions:

- Physically Damaged or Tampered with Equipment
- Phone Line, Network, PC Hardware/Software
- Damage occurring from Power Surge, Power Outage, Flood, Fire or Act of Nature

Billable: At current service rates

Job ID: JOB-4448
Project: C80 Final Pricing 02.13.25



ROSEVILLE CA
CO: CO-0002: Adventure Club

Installations Report

28 Mar 2025 9:37:20

Tax Rate status: Default

Bid Name: BASE BID

Bid Template: SAC 2022-2

Phase: DEVICES

Qty	Description	Material \$	Labor \$	Unit Price	Extension
40	EMT 3/4	6.50	6.20	12.70	508.16
8	EMT FIELD-BEND 3/4	0.26	23.82	24.08	192.60
4	EMT STEEL-COMP COUPLING 3/4	10.81	17.37	28.18	112.71
4	EMT STEEL COMP CONNECTOR 3/4	16.60	37.21	53.81	215.24
4	EMT STEEL COMP IN-THRT CONN 3/4	20.07	37.21	57.28	229.14
88	THHN/THWN CU (STR) 12	0.95	0.74	1.69	149.05
44	GREEN THHN CU (GRD 20A) 12.	0.95	0.74	1.69	74.52
3	WIRE-NUT MED -RED #18 TO 8	0.36	7.44	7.81	23.42
2	8" PIGTAIL W/GRD SCREW #12 SOL	3.06	7.44	10.50	21.01
2	4"SQ CMB-KO CV- BRKT 2-1/8"D	37.99	37.21	75.20	150.40
2	4"SQ BLANK COVER	6.53	9.92	16.45	32.90
17	SHEET METAL SCREW #10 x 1"	0.17	2.98	3.14	53.45
5	EMT 1-HOLE STEEL STRAP 3/4	1.36	4.96	6.32	31.59
1	PLUG-IN BREAKER 20/1	0.46	42.17	42.63	42.63
4	COND PUSH-IN HGR TO SCREW-ON STUD-WALL 3/4	3.70	31.01	34.71	138.85

Phase Totals for Phase: DEVICES

Phase Material Extension:	\$698.56
Phase Labor Extension:	\$1,277.11
Phase Total Extension:	\$1,975.67

Phase: FEEDERS

Qty	Description	Material \$	Labor \$	Unit Price	Extension
550	XHHW COMPACT ALUM 6.	0.32	1.49	1.81	994.26
60	XHHW COMPACT ALUM 4.	0.40	1.86	2.26	135.53
1650	XHHW COMPACT ALUM 1/0	0.79	2.46	3.24	5,351.90
240	XHHW COMPACT ALUM 3/0	1.15	2.90	4.05	972.21
2	6AWG 1HOLE LONG BARRELL COP LUG #6 X 1/4"	4.48	0.00	4.48	8.96
1	4AWG 1HOLE LONG BARRELL COP LUG #4 X 1/4"	4.24	0.00	4.24	4.24
6	1/0AWG 1HOLE LONG BARRELL COP LUG #1/0 X 3/8"	9.75	0.00	9.75	58.50
8	3/0AWG 1HOLE LONG BARRELL COP LUG #3/0 X 1/2"	10.86	0.00	10.86	86.86
3	PLTD FLAT WASHER 1/4"	0.05	0.15	0.20	0.60
14	PLTD FLAT WASHER 3/8"	0.18	0.15	0.33	4.64
3	PLTD LOCK WASHER 1/4"	0.03	0.15	0.18	0.54
14	PLTD LOCK WASHER 3/8"	0.05	0.15	0.20	2.80

ALESSANDRO ELECTRIC INC

11335 Sunrise Gold Circle
Rancho Cordova, CA 95742

Phone: 916-283-6966

Web: www.alessandroelectric.com

Phase: FEEDERS

Qty	Description	Material \$	Labor \$	Unit Price	Extension
3	PLTD FENDER WASHER 1/4 x 1"	0.10	0.15	0.25	0.74
14	PLTD FENDER WASHER 3/8 x 1 1/2"	0.17	0.15	0.32	4.53
3	1/4X1-1/2 HH Z-PLTD MACH BLT 1/4-20 X 1-1/2"	0.15	0.00	0.15	0.46
14	3/8 X 1-1/2 HH Z-PLTD MACH TAP BOLT 3/8-16 X 1 1/2"	0.34	0.00	0.34	4.81
3	PLTD HEX NUTS 1/4-20	0.09	2.98	3.06	9.19
14	PLTD HEX NUTS 3/8-16	0.20	4.47	4.67	65.35

Phase Totals for Phase: FEEDERS

Phase Material Extension:	\$1,947.83
Phase Labor Extension:	\$5,758.29
Phase Total Extension:	\$7,706.12

Phase: DISTRIBUTION EQUIPMENT

Qty	Description	Material \$	Labor \$	Unit Price	Extension
1	PNLBD W/BOLT-ON BKRS 200A MCB 3PH4W	16.25	1,488.47	1,504.72	1,504.72
1	3PH DRY XFMR 480P/208S 45 KVA	20,735.74	1,612.51	22,348.25	22,348.25
1	COPPER GROUND ROD 3/4 x 10	74.66	198.46	273.12	273.12
1	TEST GROUND ROD	66.89	248.08	314.96	314.96

Phase Totals for Phase: DISTRIBUTION EQUIPMENT

Phase Material Extension:	\$20,893.54
Phase Labor Extension:	\$3,547.52
Phase Total Extension:	\$24,441.05

Phase: SITE UTILITIES

Qty	Description	Material \$	Labor \$	Unit Price	Extension
10	GRC 3/4	2.99	7.44	10.43	104.31
10	GRC 2	9.56	13.64	23.21	232.05
10	PVC SCH 40 20' LAID IN TRENCH 2	2.14	5.02	7.17	71.67
2	CONDUIT CUT/THREAD/REAM 3/4	1.68	19.85	21.53	43.05
2	CONDUIT CUT/THREAD/REAM 2	2.00	49.62	51.62	103.24
2	GRC FIELD-BEND 3/4	1.99	48.38	50.37	100.73
2	GRC 90-DEG ELBOW 2	45.27	124.04	169.31	338.62
2	GRC/IMC COUPLING 2	12.09	37.21	49.30	98.60
1	GRC LB CONDUIT BODY 3/4	21.81	80.63	102.43	102.43
1	GRC T CONDUIT BODY 3/4	27.56	124.04	151.60	151.60
2	PVC FEMALE ADAPTER 2	3.18	37.21	40.39	80.77
1	PVC (GLUE) CEMENT OUNCE	0.91	1.34	2.25	2.03
2	GRND BUSHING INSULATED 3/4	7.99	34.11	42.10	84.20
2	PLASTIC BUSHING 2	0.97	33.49	34.46	68.93
1	LOCKNUT 3/4	0.35	14.88	15.24	15.24
4	LOCKNUT 2	1.32	33.49	34.81	139.23
1	GRC NIPPLE 3/4 x 4	5.43	37.21	42.64	42.64
15	GREEN THHN CU (GRD 100A) 8	0.66	1.12	1.77	26.58
4	WIRE TERMINATION LBR 8	0.27	24.81	25.08	100.31

Phase: SITE UTILITIES

Qty	Description	Material \$	Labor \$	Unit Price	Extension
4	10MIL WRAP TAPE 1'	0.11	0.50	0.60	2.42
2	PLATED RIGID STRUT CLAMPS 3/4	1.17	3.72	4.89	9.78
2	PLATED RIGID STRUT CLAMPS 2	2.17	4.96	7.13	14.26
10	HAND TRIM SANDY TRENCH 12" WIDE	0.03	2.48	2.51	25.08
1	N09 BOX N09BOX	69.35	434.14	503.48	503.48
1	REINFORCE CONC BOLT DOWN LID W/PLAST RNG N09R	50.57	55.82	106.38	106.38
1	N90 SS HEX BOLT KIT (N9,N16,N30,N36) N90HHE02-2	17.36	62.02	79.38	79.38
2	ENCLOSURE HOLE PUNCH -STEEL 2	5.13	86.83	91.95	183.91
1	COPPER GROUND ROD 3/4 x 10	74.66	198.46	273.12	273.12
1	GROUND ROD CLAMP 3/4.	9.72	14.88	24.60	24.60
1	GROUND ROD TEST	66.89	248.08	314.96	314.96
11	RED TRENCH CAUTION TAPE 3"	0.08	0.45	0.52	5.74

Phase Totals for Phase: SITE UTILITIES

Phase Material Extension:	\$676.43
Phase Labor Extension:	\$2,772.93
Phase Total Extension:	\$3,449.36

Phase: TEMPORARY WIRING

Qty	Description	Material \$	Labor \$	Unit Price	Extension
1	TEMP POWER SKID	3,503.47	1,984.62	5,488.10	5,488.10
0	STRING LIGHTS	0.00	0.00	0.00	0.00
0	SPIDER BOXES	0.00	0.00	0.00	0.00
1	TEMP POWER CORD	396.73	620.20	1,016.93	1,016.93

Phase Totals for Phase: TEMPORARY WIRING

Phase Material Extension:	\$3,900.21
Phase Labor Extension:	\$2,604.82
Phase Total Extension:	\$6,505.03

Phase: SUB CONTRACTS

Qty	Description	Material \$	Labor \$	Unit Price	Extension
1	**SECURITY/IDS SUBCON	0.00	0.00	0.00	0.00
1	**TEL/DATA SUBCON	14,399.74	0.00	14,399.74	14,399.74
1	**FIRE ALARM SUBCON	27,681.01	0.00	27,681.01	27,681.01
1	**CLOCK SPEAKER	6,011.40	0.00	6,011.40	6,011.40

Phase Totals for Phase: SUB CONTRACTS

Phase Material Extension:	\$48,092.15
Phase Labor Extension:	\$0.00
Phase Total Extension:	\$48,092.15

Phase: EQUIPMENT > SITE

Qty	Description	Material \$	Labor \$	Unit Price	Extension
1	**SWITCHGEAR	11,225.40	0.00	11,225.40	11,225.40

Phase Totals for Phase: EQUIPMENT > SITE

Phase Material Extension:	\$11,225.40
Phase Labor Extension:	\$0.00
Phase Total Extension:	\$11,225.40

Total Material Extension:	\$87,434.12
Total Labor Extension:	\$15,960.66
Grand Total Extension:	\$103,394.78

DSA SUBMITTED

Site/Quote # C-80 CREEKVIEW ADVENTURE CLUB

	BUILDING---DATA	MATERIALS	LABOR HRS	LABOR DOLARS	TOTAL
	Adventure Club	\$7,550.00	62.25	\$6,847.50	\$14,397.50
	TOTALS	\$7,550.00	62.25	\$6,847.50	\$14,397.50

Site/Quote # C-80 CREEKVIEW ADVENTURE CLUB

	BUILDING---C/S-PA DATA	MATERIALS	LABOR HRS	LABOR DOLARS	TOTAL
	Adventure Club	\$1,005.83	13.13	\$1,444.30	\$2,450.13
	TOTALS	\$1,005.83	13.13	\$1,444.30	\$2,450.13

Site/Quote # C-80 CREEKVIEW ADVENTURE CLUB

	BUILDING---FA	MATERIALS	LABOR HRS	LABOR DOLARS	TOTAL
	Adventure Club	\$6,774.52	149.32	\$20,904.80	\$27,679.32
	TOTALS	\$6,774.52	149.32	\$20,904.80	\$27,679.32

Site/Quote # C-80 CREEKVIEW ADVENTURE CLUB

	BUILDING	MATERIALS	LABOR HRS	LABOR DOLARS	TOTAL
	Adventure Club	\$15,330.35	224.70	\$29,196.60	\$44,526.95
	TOTALS	\$15,330.35	224.70	\$29,196.60	\$44,526.95

Site/Quote #

C80 ADVENTURE CLUB DATA

	DESCRIPTION	QTY	UNIT	NET PRICE	TOTAL MAT	LABOR	TOTAL HOUR	NET LABOR	MANUFACTURER	PN#
	CABLE TEST: 4PR(DATA) 6A	8	E	\$7.01	\$56.11	0.12	0.96	\$105.60	GENERIC	GENERIC
	PORT LABEL	8	E	\$4.21	\$33.67	0.08	0.64	\$70.40	GENERIC	GENERIC
	PATCH PANEL LABEL	1	E	\$4.21	\$4.21	0.25	0.25	\$27.50	GENERIC	GENERIC
	J-HOOKS	50	E	\$2.10	\$105.21	0.10	5.00	\$550.00	GENERIC	GENERIC
	75' VELCRO- ROLL	1	E	\$35.07	\$35.07	1.00	1.00	\$110.00	GENERIC	GENERIC
	MISC - COST -HARDWARE	1	E	\$701.41	\$701.41	4.00	4.00	\$440.00	GENERIC	GENERIC
	MISC-COST GROUNDING	1	E	\$70.14	\$70.14	2.00	2.00	\$220.00	GENERIC	GENERIC
	CAT 6A JACKS	8	E	\$16.83	\$134.67	0.12	0.96	\$105.60	GENERIC	GENERIC
	CAT 6A JACKS PATCH PANEL	8	E	\$16.83	\$134.67	0.12	0.96	\$105.60	GENERIC	GENERIC
	4 PORT WALL PLATES	4	E	\$2.45	\$9.82	0.12	0.48	\$52.80	GENERIC	GENERIC
	48 PORT MODULER PATCH PANEL EMTY	1	E	\$91.18	\$91.18	0.50	0.50	\$55.00	GENERIC	GENERIC
	2RMU - HORIZONTAL WIRE MANAGER	1	E	\$91.18	\$91.18	0.10	0.10	\$11.00	GENERIC	GENERIC
	CAT6A CMR WHITE	1,500	FT	\$631.27	\$946.91	6.00	9.00	\$990.00	GENERIC	GENERIC
	24" wall Cabinet	1	E	\$1,262.54	\$1,262.54	4.00	4.00	\$440.00	GENERIC	GENERIC
	12 STRAND FIBER SM IDF-C	1,500	FT	\$1.75	\$2,630.30	16.00	24.00	\$2,640.00	GENERIC	GENERIC
	SMALL LIU	1	E	\$490.99	\$490.99	1.00	1.00	\$110.00	GENERIC	GENERIC
	LC BULKHEAD	2	E	\$140.28	\$280.56	0.20	0.40	\$44.00	GENERIC	GENERIC
	LC FUSION CONNECTOR	28	E	\$16.83	\$471.35	0.25	7.00	\$770.00	GENERIC	GENERIC
					\$7,550.00		62.25	\$6,847.50		\$14,397.50

Site/Quote #

C80 ADVENTURE CLUB C/S-PA-DATA

	DESCRIPTION	QTY	UNIT	NET PRICE	TOTAL MAT	LABOR	TOTAL HOUR	NET LABOR	MANUFACTURER	PN#
	CABLE TEST: 4PR(DATA) 6A	2	E	\$7.01	\$14.03	0.12	0.24	\$26.40	GENERIC	GENERIC
	PORT LABEL	2	E	\$4.21	\$8.42	0.08	0.16	\$17.60	GENERIC	GENERIC
	PATCH PANEL LABEL	1	E	\$4.21	\$4.21	0.25	0.25	\$27.50	GENERIC	GENERIC
	MISC - COST	1	E	\$280.56	\$280.56	4.00	4.00	\$440.00	GENERIC	GENERIC
	CAT 6A JACKS	2	E	\$16.83	\$33.67	0.12	0.24	\$26.40	GENERIC	GENERIC
	CAT 6A JACKS PATCH PANEL	2	E	\$16.83	\$33.67	0.12	0.24	\$26.40	GENERIC	GENERIC
	2PT SMB	0	E	\$3.51	\$0.00	0.12	0.00	\$0.00	GENERIC	GENERIC
	CAT6A CMR WHITE	1,000	FT	\$631.27	\$631.27	8.00	8.00	\$880.00	GENERIC	GENERIC
					\$1,005.83		13.13	\$1,444.30		\$2,450.13

Site/Quote #

C80-ADVENTURE CLUB- FIRE ALARM

	DESCRIPTION	QTY	UNIT	NET PRICE	TOTAL MAT	LABOR	TOTAL HOUR	NET LABOR	MANUFACTURER	PN#
	MISC - COST HARDWARE	1	E	\$1,052.12	\$1,052.12	24.00	24.00	\$3,360.00	GENERIC	GENERIC
	CEILING BRIDGE WITH RED BOX	8	E	\$28.06	\$224.45	0.25	2.00	\$280.00	GENERIC	GENERIC
	3/4 BUSHING	12	E	\$0.49	\$5.89	0.08	0.96	\$134.40	GENERIC	GENERIC
	IDF CLOSET BUILD-OUT GUTTERS	1	E	\$350.71	\$350.71	16.00	16.00	\$2,240.00	GENERIC	GENERIC
	BOXES FOR HEATS	4	E	\$14.03	\$56.11	0.17	0.68	\$95.20	GENERIC	GENERIC
	CONDUIT SLEEVES	2	E	\$14.03	\$28.06	0.17	0.34	\$47.60	GENERIC	GENERIC
	J-HOOKS	100	E	\$2.81	\$280.56	0.08	8.00	\$1,120.00	GENERIC	GENERIC
	LABELING	1	E	\$280.56	\$280.56	8.00	8.00	\$1,120.00	GENERIC	GENERIC
	FA PRETEST AND TEST	1	E	\$701.41	\$701.41	24.00	24.00	\$3,360.00	GENERIC	GENERIC
	FA Programming	1	E	\$701.41	\$701.41	24.00	24.00	\$3,360.00	GENERIC	GENERIC
	SMOKE	4	E	\$119.24	\$476.96	0.50	2.00	\$280.00	SILENT KNIGHT	SK-PHOTO-W
	HEAT	4	E	\$119.24	\$476.96	0.50	2.00	\$280.00	SILENT KNIGHT	SK-HEAT-ROR-W
	SPEAKER / STROBE	2	E	\$140.28	\$280.56	0.42	0.84	\$117.60	SYSTEM SENSOR	SPSCRL
	WP SPEAKER	1	E	\$140.28	\$140.28	0.50	0.50	\$70.00	SYSTEM SENSOR	SPRK-R
	FA CABLE 18-2	500	FT	\$245.49	\$122.75	12.00	6.00	\$840.00	WEST PENN	D980
	FA CABLE 16-2 SPEAKER	500	FT	\$245.49	\$122.75	12.00	6.00	\$840.00	WEST PENN	995
	FA CABLE 12-2	500	FT	\$631.27	\$315.64	12.00	6.00	\$840.00	WEST PENN	998S
	FA CABLE AQ 18-2	500	FT	\$490.99	\$245.49	12.00	6.00	\$840.00	WEST PENN	AQ224
	FA CABLE AQ 16-2 SPEAKER	500	FT	\$631.27	\$315.64	12.00	6.00	\$840.00	WEST PENN	AQ225
	FA CABLE AQ 12-2	500	FT	\$1,192.40	\$596.20	12.00	6.00	\$840.00	WEST PENN	AQ227
					\$6,774.52		149.32	\$20,904.80		\$27,679.32

Alessandro

ELECTRIC INC.

License C10 & C7 # 867775 - State Certified Small Business Enterprise #74503 - DIR #1000003067

August 23, 2024

EXHIBIT E.2

Joe Hucik
Balfour Beatty
400 Capitol Mall, Suite 900
Sacramento, CA 95814

Project: Roseville City School District C80 – Adventure Club
Subject: Electrical Consulting Engineering Fee Proposal

Dear Joe:

Alessandro Electric Inc. is pleased to provide a fee proposal for consulting electrical engineering services on the above subject project as outlined in this document.

1.0 SCOPE OF SERVICES:

1.1 Electrical design of adventure club portable building:

- A. Power to portable Building, connection to panel provided by manufacturer.
- B. Conduit infrastructure to new building.
- C. Design of low voltage systems at the portable building, including the following:
 - 1. Telecommunications.
 - 2. Fire Alarm.
 - 3. Clock/PA.
 - 4. Security.
- D. Scope of work includes construction documents, DSA Approval, and construction administration.

2.0 ADDITIONAL UNDERSTANDINGS:

- 2.1 Change order pricing review for work associated with this agreement is excluded.
- 2.2 Printing costs associated with the documents prepared under this agreement are excluded.

3.0 FEE AMOUNT:

- 3.1 Services described under Section 1.0, Scope of Services, will be performed for the lump sum fee values of **\$6,500.**

4.0 RELEASE OF DOCUMENTS:

s/w Clint 9/4/24; CA services n/a, wrapped into their overall CA fee for main project. Fee presented above is for Design thru Agency Approvals.



Alessandro

ELECTRIC INC.

License C10 & C7 # 867775 - State Certified Small Business Enterprise #74503 - DIR #1000003067

4.1 The Engineering Enterprise will commence work on the above referenced additional service work upon receiving authorization by a Principal/Owner of your firm.

4.2 Authorization shall be receipt of this signed agreement, or a change authorization initiated by Owner or Owner's representative.

5.0 PAYMENT:

5.1 Your firm is completely responsible for payment to The Engineering Enterprise for services rendered under this agreement.

5.2 Payment is due within thirty (30) days upon receipt of an invoice. Invoices will be submitted monthly.

5.3 Full payment shall be made upon completion of work described herein and shall not be withheld due to any other payment schedule.

Please acknowledge your concurrence with the foregoing by signing and returning one copy of this agreement for our records.

1.1 Extra Services

Compensation for Extra Services as defined in Section 3.0 shall be paid hourly for all authorized services rendered at the rates indicated below:

A. Principal	\$270/hour
B. Associate	\$230/hour
C. Project Engineer/Project Manager	\$210/hour
D. Designer	\$190/hour
E. BIM Technician	\$160/hour
F. Project Coordinator	\$125/hour

By: _____ Date: _____
for Balfour Beaty

By: _____ Date: October 28, 2021
for Alessandro Electric Inc
Clinton Alessandro, President



Exhibit “B”

D.I. Diversified Inc.
Dean Ismail
3536 Muirwood Lane
Roseville CA 95747

PROPOSAL FOR INSPECTION SERVICES

This Proposal is presented on this 1st day of October , 2024 between Roseville City School District, herein referred to as RCSD and Dean Ismail “Inspector” to provide construction inspections for the Creek View Elementary School Adventure Club Portable Project The services shall include, but are not limited to:

- A. Inspection of the work in progress for compliance with approved plans and specifications, applicable building codes, regulations, and ordinances.
- B. Filing written daily reports as required by the District.
- C. Certifications of work completed and in progress, by the contractor, including materials and equipment, on or off site, for pay request verification purposes.
- D. Coordination for all required lab tests, and execution of certain work necessary to ensure completion of such lab tests.
- E. Keep RCSD informed at all times regarding quality of work, project schedule, and coordination of consultants.

By signature to this document the Inspector acknowledges that he is competently versed in construction projects of a similar nature and is DSA approved. Inspector also acknowledges that he is competent in reading blueprints, plans, specifications, and typical construction related documents and is familiar with applicable laws, codes and regulations required to properly execute the inspection of said projects.

INSPECTION SERVICES

Inspectors shall represent RCSD on the job site as the Project Inspector to ensure that the project is constructed in conformance with the various contract documents and all applicable codes and special requirements stipulated by the Division of the State Architect. Inspector shall not authorize any changes in the work, nor shall he direct the activities of the Contractors. Inspector, however, shall have the authority to inform the Contractor of any conflicts and/or inconsistencies with the plans, drawings, and specifications; to reject defective materials and to suspend any work that is being improperly done, subject to the ultimate decision of the Architect and RCSD. Inspector’s primary role will be to monitor and document construction activities.

Continuous inspection shall include full time presence of the Inspector as per industry standards for typical work such as concrete, paving, built-up roofing, structural construction operations, excavations, etc., and at any additional times as required by the Architect and/or District, and DSA.

Inspector shall maintain and update contract documents completely including posting of addenda, changes, clarifications and as-built conditions and upon the successful completion of project, shall transmit it to RCSD.

The Inspector shall promptly notify RCSD in writing, of any deviations from the approved plans and specifications or any portion of the work, which are not immediately corrected by the Contractor when brought to his attention.

It is the intent of the parties hereto that the Inspector is hired as an independent contractor and not as an employee of RCSD. Nothing in this contract shall be construed to mean RCSD retains any control over the manner and means of how the Inspector improves his duties and responsibilities under this contract, but only as to the results of the work.

REPORTS

Inspector shall provide to RCSD and DSA any reports as required in a timely and professional manner.

INSPECTION HOURS

Inspector acknowledges that to the best of his ability he will arrange to perform required inspections during the time that the actual work is being installed which may include hours after school classes normally convene and will include work performed during weekends.

COMPENSATION

Inspector shall be compensated at a consultant rate of \$125.00/hour with a 4-hour minimum and billed in one hour increments thereafter not to exceed \$25,000 on an estimated ten week construction schedule start time to be determined . It is understood that no deductions will be made from payments to the Inspector on account of withholding for income tax, social security, health insurance, retirement, or any other benefits applicable to employees of RCSD, nor shall Inspector be entitled to any payment for any expenses unless expressly provided in this contract.

The Inspector shall submit a monthly-itemized statement to RCSD by the last calendar day of each month. Payment will be made by the 15th calendar day of the following month. Inspector shall provide his own vehicle and shall not be compensated for any travel expenses. Note: All cost of any insurance required by RCSD shall be borne by the district.

TERM OF AGREEMENT

If accepted this agreement shall be binding for the period of construction of the projects which shall terminate when (1) the Notice of Completion is filed with the County Recorder, or, (2) the Contractor has completed all of the requirements of the contract documents, whichever occurs first.

TERMINATION

This agreement may be terminated at any time by either party upon (7) day's written notice to the other party.

INDEMNIFICATION

Inspector shall indemnify and hold harmless RCSD and its officers, agents, and employees, from and against any claims, liability, causes of action, damages, and expensed, including attorneys' fees and costs, arising out of or related to Inspector's performance under this contract.

Signature below shows acceptance of this contract.

Date: 10/01/2024


Title: Dean Ismail, President

Date: _____

By: _____
Title: RCSD



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Winding Creek Adventure Club - Reimbursement Agreement

Project Location(s): Winding Creek Elementary School, 1135 Celebrate Drive, Roseville 95747 (APNs 496-620-012-000 and 496-620-016-000)

Project Description: Winding Creek Elementary is currently under construction and is scheduled to open for students in the Fall of 2026. The project would approve a reimbursement agreement with the Roseville City School District for architectural and civil design services, DSA permitting and construction administration services, plumbing and electrical services, and DSA inspection services to connect and install a City of Roseville-purchased modular building to operate a new Adventure Club at Winding Creek Elementary School

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Parks, Recreation and Libraries Department

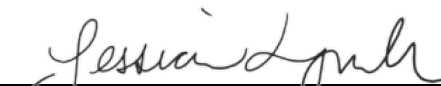
Reason why this Project is Exempt: This project qualifies for a Class 14 Exemption as described in Section 15304 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 14 consists ofminor additions to schools within existing school grounds...the addition portable classrooms is included in this exemption.

The project is located within the school grounds, and would not increase student capacity, therefore the Class 14 Exemption is applicable to the proposed project.

Lead Agency Contact Person: Rob Nakamura, Recreation and Libraries Department, 316 Vernon Street, Roseville, CA 95678. (916) 774-5135.

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 5/15/2025

Title:	Roseville Aquatics Complex - Woodcreek SeaWolves Joint Use Agreement
Contact:	Jeff Nereson 916-774-5974 jnereson@roseville.ca.us

SUMMARY

Staff recommends approval of an agreement with the Woodcreek SeaWolves for the purpose of joint use of the Roseville Aquatics Complex. The Woodcreek SeaWolves will pay the City an annual rental fee over the term of this agreement in addition to fees for their use in excess of the agreement. The total General Fund revenues from the agreement are expected to be \$57,802.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Joint Use Agreement (JUA) between the Woodcreek SeaWolves and the City of Roseville for use of the Roseville Aquatics Complex.

Staff also requests authorization for the City Manager to sign agreement extensions for up to two (2) additional one (1) year terms as outlined in the agreement without further Council approval.

BACKGROUND

The Woodcreek SeaWolves is a competitive summer recreational swim team that provides high-level coaching to recreational swimmers. The Woodcreek SeaWolves began in 1995 at the Roseville Aquatics Complex as a City run program and became one of the most popular programs to be offered in the summer months, hitting upwards of 260 swimmers. In the fall of 2019, it was decided that the Woodcreek SeaWolves would become part of the California Capital Aquatics USA Swim Team (CCA).

In 2023, the Woodcreek SeaWolves separated from CCA and became their own parent-run, non-profit swim team with upwards of 250 swimmers participating in their program. The Woodcreek SeaWolves continue to be a good City partner. The joint use agreement outlines the terms of use and annual rental fee with an increase for subsequent years.

In addition to the annual rental fee, the Woodcreek SeaWolves have agreed to pay a per-day facility rental fee of \$500 for each competitive swim meet, reimburse the City for the cost of lifeguard(s) and maintenance staff during all swim meets, and pay a fair share of the cost of small equipment repairs and replacement for items used in conjunction with competitive swimming. The Woodcreek SeaWolves is a competitive summer recreational swim team that provides high-level coaching to recreational swimmers.

FISCAL IMPACT

For use of the Roseville Aquatics Complex, the Woodcreek SeaWolves will provide the City:

Twelve thousand, six hundred dollars (\$12,600) in Year 1 (June 1, 2025 through August 31, 2025).

Twenty-two thousand, fifty dollars (\$22,050) in Year 2 (April 1, 2026 through August 31, 2026).

Twenty-three thousand, one hundred fifty-two dollars (\$23,152) in Year 3 (April 1, 2027 through August 31, 2027).

The total General Fund revenues from the agreement are expected to be \$57,802, in addition to fees for the Woodcreek SeaWolves use in excess of the 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, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed Joint Use Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
5. Support community engagement and advocacy
6. Deliver exceptional City services

Respectfully Submitted,
Jeff Nereson, Parks Recreation and Libraries Manager

Jill Geller, Parks Recreation and Libraries Director

ATTACHMENTS:

1. Resolution 25-180
2. Joint Use Agreement

REVIEWERS:

Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Created/Initiated - 5/9/2025
Jeff Nereson, Parks, Recreation, and Libraries Department - Recreation	Approved - 5/9/2025
Jill Geller, Parks, Recreation, and Libraries - All	Approved - 5/9/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/22/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-180

APPROVING A JOINT USE AGREEMENT, BY AND BETWEEN THE WOODCREEK SEAWOLVES AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Joint Use Agreement for the Roseville Aquatics Complex, between the Woodcreek SeaWolves and the City of Roseville, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval.

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

JOINT USE AGREEMENT

(Roseville Aquatics Complex)

THIS JOINT USE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, between Woodcreek SeaWolves, a California nonprofit corporation ("SW") and the City of Roseville, a municipal corporation ("CITY").

RECITALS

WHEREAS, CITY is the owner of certain real property commonly known as the Roseville Aquatics Complex ("Aquatics Complex"), located at 3051 Woodcreek Oaks Boulevard, Roseville, California, which is used for community recreation and competitive swimming;

WHEREAS, SW desires to use the Aquatics Complex and CITY is willing to grant such use subject to the terms and conditions of this Agreement; and

WHEREAS, it is to the mutual benefit of SW and CITY to contribute jointly to the use, operation, and maintenance of recreational facilities which can serve the interests and needs of the parties and the general public.

NOW THEREFORE, the parties agree to the following:

1. Grant of Right to Use. CITY hereby grants to SW, and SW hereby accepts from CITY, the non-exclusive right to use the Aquatics Complex on the terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement shall commence on June 1, 2025 and terminate on August 31, 2027. The parties may renew this Agreement for two (2) additional years, one (1) year at a time, by executing written amendment(s) to this Agreement. Beginning September 1, 2027, SW and CITY agree to negotiate annually the rental fees set forth below based on increases in utility, chemical and maintenance staffing, insurance cost increases, and similar operational costs.

3. Consideration. In consideration of CITY's grant of right to use the Aquatics Complex, SW agrees to pay CITY the following:

(a) Twelve thousand six hundred dollars (\$12,600) in Year 1 (June 1, 2025 through August 31, 2025).

(b) Twenty-two thousand fifty dollars (\$22,050) in Year 2 (April 1, 2026 through August 31, 2026).

(c) Twenty-three thousand one hundred fifty-two (\$23,152) in Year 3 (April 1, 2027 through August 31, 2027).

(d) SW's annual payment will be due by the first practice date of the season.

4. Joint Use of the Aquatics Complex. During the term of this Agreement, the parties agree to jointly share the use of the Aquatics Complex on the terms and conditions set forth below:

(a) The Aquatics Complex shall be used exclusively for community recreation programs, physical education and interscholastic activities, and competitive swimming.

(b) Except for Saturdays, pool and lane use is to be determined three (3) times per year. CITY, SW, Woodcreek High School, and California Capital Aquatics (CCA) will meet no later than December 15 of each year to schedule lane use for February – May 15 of the

following year; no later than March 15 of each year to schedule lane use for May 16 – August 15 of that year; and no later than June 15 of each year to schedule lane use for August 16 – November of that year. For the months of April - August, SW will have the use of reserved portions of the 50-meter pool at least twenty (20) hours per week, Monday through Friday from 4:00 p.m. until 8:00 p.m. SW recognizes that during Woodcreek High School's interscholastic swimming and CCA's competitive swimming seasons, SW will be required to share the Aquatics Complex during swimming practices, and that the Aquatics Complex may be unavailable during the times scheduled and agreed upon in the meetings set forth in this paragraph 4(b) for Woodcreek High School's/CCA's swim meets. SW also understands that it may be required to share the use of the Aquatics Complex and the 50-meter pool from April through August with various CITY sponsored aquatics programs and activities. CITY and SW agree to work in good faith to make reasonable accommodations to each other's facility use needs on an ongoing basis throughout the year.

(c) Any costs incurred by SW in connection with SW's use of the Aquatics Complex including, but not limited to, practice equipment, stop watches, pace clocks, etc., shall be paid for by SW at its sole cost and expense.

(d) SW shall have reserved use of the Aquatics Complex in connection with its competitive swimming program at all such times as are not reserved for CITY's, Woodcreek High School's or CCA's team use.

(e) CITY agrees to coordinate use of the Aquatics Complex with SW as outlined in paragraph 4(b). CITY agrees to share the Aquatics Complex's annual event calendar in January of each year. CITY also agrees to give SW no less than thirty (30) days' notice of displacement from the Aquatics Complex.

(f) SW shall have non-exclusive use of the parking areas within the Aquatics Complex in connection with its activities.

(g) If either party sponsors a special event which is likely to bring more people to the Aquatics Complex than usual (such as a statewide swim meet), that party shall take all reasonable additional security measures necessary to reduce the risk of vandalism, malicious mischief, or other undue disruption to the Aquatics Complex.

(h) Competitive Swim Meets

(i) SW shall be entitled to sponsor three (3) competitive swim meets lasting no more than one (1) day at the Aquatics Complex each year. SW will be charged a per-day facility rental fee of five hundred dollars (\$500) for each competitive swim meet.

(iii) SW shall reimburse CITY for the cost of having CITY lifeguard(s) and maintenance staff present during all competitive swim meets. CITY and SW shall meet before each meet to determine the number of lifeguards and the hours of lifeguard services which will be required. An estimate of lifeguard, maintenance and refuse costs shall be provided by CITY to SW prior to the meet.

(iv) All swim meet requests must be made in writing at least six (6) months in advance. CITY will reserve the Aquatics Complex until SW confirms that its bid to host the meet has been awarded by NORCAL Swimming. Each competitive swim meet will be held in compliance with NORCAL Swimming rules.

(v) At each of these meets, SW may charge pool fees, event fees and/or admission fees to each entrant as permitted by NORCAL Swimming.

(i) SW is entitled to operate a food, beverage and merchandise concession for

its three (3) competitive swim meets, either personally or through a CITY-approved vendor contracted by SW. SW shall be responsible for providing all food, beverage and merchandise to be sold, providing all concession workers and for obtaining all required permits and licenses required by the CITY or Placer County. SW is not entitled to use the Aquatics Complex snack bar or the snack bar equipment or supplies except with prior approval from CITY. SW may have access to the Aquatics Complex snack bar for the specific use of the ice machine refrigerator/freezer, and sink. However, SW acknowledges and understands that if CITY has contracted with an outside concessions vendor to operate the Aquatics Complex snack bar, SW will not have use of the snack bar. SW will be responsible for adequately cleaning the snack bar and snack bar equipment used at the conclusion of each meet to its pre-meet condition. Alcohol or tobacco sales shall never be permitted at the Aquatics Complex.

(j) SW shall be entitled to place signage within the Aquatics Complex which identifies the Aquatics Complex as the home of SW from the months of April - August. The signage will be at SW's expense, and subject to approval by the City's Department of Parks, Recreation & Libraries.

(k) SW shall not conduct any programs or activities at the Aquatics Complex outside of its NORCAL Swimming Competitive Age Group Swim Team programs without the prior written consent of CITY.

(m) SW shall have non-exclusive use of the classroom for meetings, trainings, and limited storage space as assigned by CITY. CITY shall not be liable for damage, theft or loss to SW equipment stored in the classroom.

5. Maintenance, Operation and Repair of the Complex.

(a) CITY shall, at its sole cost and expense, maintain and operate the Aquatics

Complex in good, safe, clean, attractive, weed-free, and sanitary condition suitable for public use, in compliance with applicable public health laws. CITY agrees to heat the 50-meter pool from January 1 through December 31 each year at a range between 78° and 80°F; CITY shall have no obligation to heat the 25-yard pool at any time. CITY shall, at its sole cost, pay all water, electricity, gas, sewer and other utilities bills in connection with the maintenance and operation of the Aquatics Complex. CITY shall also repair all damage resulting from use of the Aquatics Complex, except as otherwise provided in this Agreement.

(b) SW shall not be responsible for paying any costs whatsoever for maintaining, operating, or repairing the Aquatics Complex during the term of this Agreement, except as otherwise provided in this Agreement.

(c) Repairs or replacement of small equipment, including but not limited to, backstroke flags, lane ropes, starting blocks shall be discussed and negotiated for a fair share of costs between the parties in advance of making repairs or improvements, except in case of emergency repairs or replacements. SW agrees to repair or replace any of this equipment which is damaged solely due to its negligence. CITY and SW will meet annually (no later than November 1 of each year) to discuss and prioritize necessary small equipment purchases and repairs.

6. General Liability and Property Damage Insurance.

(a) Except as provided for in paragraph 7 below, SW shall maintain a policy of commercial general liability insurance written on an occurrence basis, naming the CITY, its officials, officers, agents, volunteers and employees, as an additional insured. A certificate of insurance and an additional insured endorsement shall be provided to the CITY, with an insurance company licensed to do business in California (which company must be rated A-7 or

better in the current issue of Best's Insurance Guide) to protect against loss from liability imposed by law for damage on account of bodily injury, including death, and property damage, suffered, or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act, activity, or omission or oversight of SW arising out of or in connection with SW's use of the Aquatics Complex. The entire insurance policy shall be made available for CITY's review upon request. This general liability insurance shall be maintained in full force and effect during the entire term of this Agreement in an amount not less than five million dollars (\$5,000,000) per occurrence, and ten million dollars (\$10,000,000) aggregate for bodily injury, and in an amount not less than five million dollars (\$5,000,000) for property damage. The coverage under the 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 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.

(b) 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.

(c) 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.

(d) All General 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 SW, its employees, agents and subcontractors.

(e) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve SW 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.

(f) CITY shall maintain at all times during the term of this Agreement an all risk policy of standard fire and extended risk coverage, including vandalism and malicious mischief endorsements, upon the Aquatics Complex in an amount at least equaling its replacement. Any proceeds of such insurance paid shall be used first for repair or replacement of the Aquatics Complex, unless otherwise agreed to by the parties.

(g) On or before January 1 of each year, SW shall provide the CITY with a certificate of insurance evidencing the coverage required above. The certificate shall provide for notice to the other party at least thirty (30) days prior to any change or expiration or termination of such coverage. The additional insured endorsement, signed by the underwriter, shall accompany the appropriate certificate.

7. Indemnification/Exculpation.

(a) To the fullest extent allowed by law, SW shall defend, indemnify, and save and hold harmless CITY, its officers, officials, employees, agents, and volunteers from all claims, suits, actions, damages, losses, and expenses, including attorney's fees and court costs, arising out of the use of occupancy described herein, caused in whole or in part by any negligent act, omission or willful misconduct of SW, its vendors, anyone directly or indirectly employed by SW or anyone (including, without limitation, swimmers, parents, siblings and spectators) for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of CITY. The parties intend that this provision shall be broadly construed.

(b) SW'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.

(c) SW shall provide and bear the cost of all necessary supervision and teaching personnel during SW's use of the Aquatics Complex. SW shall assume responsibility for all injuries to persons or damage to property occurring during its period of use of the Aquatics Complex. SW shall be responsible for completing a CITY supplied accident report form for any accident occurring at the Aquatics Complex while the complex or a portion of the complex is being supervised by SW personnel. SW shall immediately notify the CITY of any serious accident occurring at the Aquatics Complex while the facility is being supervised by SW personnel, and in no event more than twenty-four (24) hours after such accident occurs. A serious accident is defined as any accident involving care by ambulance and/or fire department personnel or any injury that requires the individual to be seen by a physician for examination

and/or treatment. All supervisory and coaching personnel shall meet the following minimum requirements and be in possession of current certification cards: American Red Cross Lifeguard Training/First Aid or the equivalent; American Red Cross Title 22 First Aid for Public Personnel or the equivalent; American Red Cross CPR/AED for the Professional Rescuer or the equivalent; American Red Cross Emergency Oxygen or the equivalent; and American Red Cross Bloodborne Pathogens Training or the equivalent. Certifications shall be filed annually with the CITY and be renewed as required. CITY will offer to teach and/or review all required certification courses for SW staff at 100% of the cost of certification and instructor fees. Certifications and minimum requirements will be upgraded as new laws and regulations require. All supervisory and coaching personnel shall be required to participate in CITY sponsored safety training in pool supervision and emergency procedures as required by CITY. CITY shall provide this training to SW at no charge.

(d) CITY shall provide and bear the cost of all necessary supervision and teaching personnel during the time of CITY's use of the Aquatics Complex. CITY shall assume responsibility for all injuries to persons or damage to property occurring during its period of use of the Aquatics Complex.

8. Inspection of Books and Records. CITY shall have the right at any time during the term of this Agreement to inspect SW books and records, including but not limited to any financial statements, balance sheets and tax filings.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns, including any and all public agencies to whom the real property and the Aquatics Complex described in this

Agreement may be transferred by reason of reorganization, annexation, unification, consolidation, or for any other reason.

10. Entire Agreement /Amendments in Writing. This Agreement, including its exhibits, contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions, or obligations, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the party to be charged, or by its agent, duly authorized in writing, or as otherwise expressly permitted in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the parties may, by and through their respective governing bodies, authorize the mutual modification or termination of any of the provision of this Agreement. Any modification shall be made in writing, signed by both parties.

11. Severability. Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portion or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

12. Damages.

(a) If SW fails to make any payment due pursuant to this Agreement within forty-five (45) days of its due date, habitually neglects to exercise reasonable care for the protection of persons or property at the Aquatics Complex, or fails to provide the CITY with evidence of the required insurance coverage as required by Section 6, SW's use of the Aquatics

Complex shall be suspended until the breach is cured. SW's cure of any breach involving nonpayment shall require SW to pay interest, beginning at the 30th day the payment is past due, at the current prime rate published by the Wall Street Journal.

(b) Waiver by either party of any breach by the other party shall not be deemed to be a waiver of any subsequent breach of the Agreement, nor shall any custom and practice that may arise between the parties during the term of this Agreement be construed to be a waiver of the rights of the parties to strict compliance with the Agreement.

(c) In the event either party believes there has been a breach of the Agreement, then that party shall provide written notice of the breach to the other party within thirty (30) days of the breach.

13. Termination.

(a) In the event of any material breach of the Agreement by SW, then CITY shall have the right, at its sole option, to (i) declare a material breach of this Agreement, resulting in its termination, or (ii) reduce the amount of pool time available to SW. A material breach of this Agreement by SW will include, but not be limited to, (i) SW's failure to make any payment due pursuant to this Agreement within sixty (60) days of its due date, (ii) SW's habitual neglect in exercising reasonable care for the protection of persons or property at the Aquatics Complex, or (iii) SW's failure to provide CITY with evidence of the required insurance coverage.

(b) In the event of any material breach of this Agreement by CITY, then SW shall have the right to declare a material breach of this Agreement, resulting in its termination. A material breach of this Agreement by CITY will include, but is not limited to, substantial or repeated interference with SW's use of the Aquatics Complex, meaning any condition that prevents SW from enjoying the benefit of this Agreement, including, but not limited to,

long-term reduction in pool time, CITY's failure to heat the 50-meter pool as required, or CITY's failure to operate and maintain the Aquatics Complex in a safe, clean and sanitary way, consistent with federal, state and local statutes, ordinances and regulations.

(c) CITY and SW may declare this Agreement terminated by mutual written consent.

(d) Waiver by either party of any material breach by the other party shall not be deemed to be a waiver of any subsequent material breach of the Agreement, nor shall any custom and practice that may arise between the parties during the term of this Agreement be construed to be a waiver of the rights of the parties to strict compliance with the Agreement.

(e) In the event either party believes there has been a material breach of the Agreement, then that party shall provide written notice of the breach to the other party within thirty (30) days of the breach.

14. Venue; Governing Law. 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. Notices. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, mailed, by U.S. first class postage prepaid, or by electronic mail so long as the other party agrees to receive notice by electronic mail, addressed as follows:

Woodcreek Seawolves
P.O. Box 403
Roseville, CA 95678

City of Roseville
Department of Parks, Recreation and Libraries
316 Vernon Street Suite 400
Roseville, California 95678
Attention: Parks, Recreation and Libraries Director

Service shall be deemed completed upon deposit in the United States mail or upon personal delivery.

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 _____, 2025, and SW has caused this Agreement to be executed.

[SIGNATURES ON NEXT PAGE]

CITY OF ROSEVILLE, a
municipal Corporation

Woodcreek SeaWolves,
a California nonprofit corporation

BY: _____
DOMINICK CASEY
City Manager

BY: Candace
its: President

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: [Signature]
its: Secretary

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jill Geller
JILL GELLER
Parks, Recreation & Libraries Director

Title:	Permit Center Renovation (RFQ 10-3406) - Spending Authority Increase
Contact:	Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

SUMMARY

Staff recommends approval to increase the change order authority to a 20% construction contingency for the contract purchase agreement with JPB Designs Inc. The cost of the agreement is \$532,000. An authorized change order authority of up to 20% (\$106,400) as a construction contingency, would bring the total contract amount to \$638,400. The Permit Center Remodel Project is budgeted in the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve an increase of 10% in change order authority for the contract purchase agreement with JPB Designs Inc., bringing the total change order authority to 20%.

BACKGROUND

In May of 2022, the Roseville Police Department conducted a threat assessment of the Building Permit Center, housed within the Civic Center, and identified several recommended improvements to enhance critical security measures. As a result of the threat assessment, staff sought and received authorization from City Council to establish a Capital Improvement Project (CIP) and budget appropriation for the Permit Center Remodel Project on June 5, 2024.

The Permit Center Renovation project will include the installation of secure service counters, enhanced security infrastructure, updated workstations, an additional office, and meeting spaces to support staff efficiency and operational needs.

A formal bid was issued and JPB Designs, Inc. was awarded as the lowest responsive and responsible bidder for Request for Quotations No. 10-3406 Permit Center Renovation at the February 19, 2025, City Council meeting. Due to increased construction and material costs, staff are requesting an increase in contingency from 10% to 20%.

FISCAL IMPACT

The cost of the agreement is \$532,000. Authorized change orders on an as-needed basis, up to 20% (\$106,400) as a construction contingency, would bring the total contract amount to \$638,400. Funds for the Permit Center Remodel Project are budgeted and available in the General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Lori Crittenden, Project Coordinator

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-185
2. Notice of Exemption

REVIEWERS:

Lori Crittenden, Public Works Department - Facilities	Created/Initiated - 5/14/2025
James Kremko, Public Works Department - Facilities	Approved - 5/15/2025
Jason Shykowski, Public Works Department - All	Approved - 5/21/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-185

APPROVING AN INCREASE IN SPENDING AUTHORITY

WHEREAS, on February 19, 2025, a Contract Purchase Agreement for the Permit Center Renovation project was awarded to JPB Designs Inc.; and

WHEREAS, due to increased construction and material costs, staff is requesting an increase in change order authority from 10% to 20%.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a spending authority increase from 10% to 20% for the Contract Purchase Agreement for the Permit Center Renovation project with JPB Designs Inc. is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: Permit Center Remodel Construction Project – Capital Improvement Approval and Budget Adjustment

Project Location(s): 311 Vernon Street, Roseville, California 95678 (APNs 013-124-017-000, 013-124-018-000, 013-124-022-000, and 013-124-023-000)

Project Description: This project requests a budget adjustment appropriating \$1,000,000 from the Public Facilities Fund to the project for a remodel of the Permit Center lobby including design, construction, and security upgrades. The upgrades would be built out within the existing building, involving the movement of walls, electrical components, plumbing, and other systems. The project enable staff to better serve customers in the Permit Center and would not result in any increase in new or unplanned growth.

Public Agency Approving Project: Roseville City Council

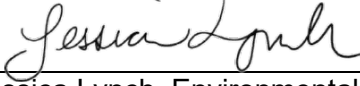
Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the ...minor alteration of existing public...structures, facilities, [or] mechanical equipment...involving negligible or no expansion of existing or former use.... Examples include but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances..."

The project is confined to within the existing Civic Center and on City property and would not result in expansion of use. No environmentally sensitive resources are located within any of the properties; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Lori Crittenden, Public Works Department – Facility Rehab Division, 2005 Hilltop Circle, Roseville, CA 95747. (916) 774-5707.

Signature:  Date: 5/15/2024
Jessica Lynch, Environmental Coordinator,
City of Roseville



City Council Communication

Meeting Date: 6/4/2025
Item #: VI.7
File #: 0800-04 & 0201-01
Item ID: 2025-244

Title:	116 S. Grant Building Façade and Envelope Design - Professional Design Services Agreement and Budget Adjustment
Contact:	Lori Crittenden 916-774-5707 lcrittenden@roseville.ca.us

SUMMARY

Staff recommends approval of a professional design services agreement with Heller Manus Architects in the amount of \$489,745 for the 116 S. Grant Building Facade and Envelope Project. Additionally, staff recommends approval of a budget adjustment of \$565,000. The budget adjustment will appropriate available resources in the Electric Fund to the 116 S. Grant Building and Envelope Project for the design contract and staff time.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a professional design services agreement with Heller Manus Architects and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff recommends that the City Council adopt an ordinance to approve a budget adjustment of \$565,000 to cover the design phase and internal project labor.

BACKGROUND

The 116 S. Grant Street building was acquired by the City in 2020 to support the future needs of Roseville Electric Utility's growing operations and customer programs. The building was first built as shell space for future tenant improvements to adapt it as needed for future expansion. Phase 1 of construction was completed in May of 2022, and added the Post Office and Roseville Electric offices. Phase 2 was completed in January of 2025, expanding the Roseville Electric office space. These phases included tenant improvements of the 1st through 4th floors of the building. The building has provided the City's utility customers with a central location where they can pay their bills, and learn about new utility programs, emerging technologies, and rebates.

Since its original construction, the 116 S. Grant St building has been experiencing significant moisture intrusion issues. Several potential sources of water intrusion have been identified through observations and discussions with City staff and confirmed through an investigation with a water intrusion consultant.

The City released a Request for Proposals for the re-design of the façade and envelope systems addressing the cause of water intrusion affecting the exterior envelope of the four-story building. Five proposal responses were received. The proposals were evaluated on overall proposal, project understanding, cost, qualifications and experience. Heller Manus Architects was rated the highest, and staff is recommending they be awarded the 116 S. Grant Building Facade and Envelope Design professional design services agreement.

FISCAL IMPACT

The budget adjustment will appropriate available resources in the Electric Fund to the 116 S Grant Building

and Envelope Project in the amount of \$565,000.00.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). The adoption of a resolution authorizing design work meets the above criteria. Future construction resulting from the design would require additional environmental review at a later time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth
6. Deliver exceptional City services

Respectfully Submitted,
Lori Crittenden, Project Coordinator

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-181
2. Agreement - Heller Manus PDSA
3. Ordinance 6951

REVIEWERS:

Lori Crittenden, Public Works Department - Facilities	Created/Initiated - 5/14/2025
James Kremko, Public Works Department - Facilities	Approved - 5/15/2025
Jason Shykowski, Public Works Department - All	Approved - 5/21/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-181

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN
THE CITY OF ROSEVILLE AND HELLER MANUS, INC. DBA HELLER MANUS
ARCHITECTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON
BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement for the 116 S. Grant Building
Façade and Envelope Design project, by and between the City of Roseville and Heller Manus,
Inc. dba Heller Manus Architects, 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
_____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

116 S. Grant Building Façade and Envelope Design

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between the City of Roseville, a municipal corporation (“CITY”), and Heller Manus, Inc.
dba Heller Manus Architects, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of design services for
the 116. S. Grant Building Façade and Envelope; and

WHEREAS, CONSULTANT has prepared a proposal dated January 29, 2025, 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. Consultant shall perform its services consistent with the professional skill and care
ordinarily provided by professionals practicing in the same or similar locality under the same or
similar circumstances.

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 four hundred ninety-eight thousand, seven hundred forty-five dollars (\$489,745).

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, employees and volunteers from any and all claims, demands, costs or liability to the extent caused by 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. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

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

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

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following 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 coverage and limits specified in this Agreement.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation 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 provision in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

10. Public Contracts: Conflicts of Interest. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with CITY. CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this

project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

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

12. The Levine Act Disclosure. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to CITY elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the CITY decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by CONSULTANT and/or its agent(s), CONSULTANT is responsible for compliance, including for its disclosure obligations, if any, as further described at:

https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

13. 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.

14. 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.

15. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

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

16. 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.

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

18. 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. Any unauthorized use, reuse, or modification of Consultant's work product for other projects or without Consultant's express written permission or project-specific adaptation by Consultant will be at the CITY's sole risk and without liability to Consultant or to Consultant's subsidiaries, independent professional associates, subconsultants, and subcontractors.

19. 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.

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

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

22. Severability. 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.

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

CITY OF ROSEVILLE

Lori Crittenden
City of Roseville
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Stephen Buchholz
Heller Manus Architects
505 Sansome Street, Suite 400
San Francisco, CA 94111

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

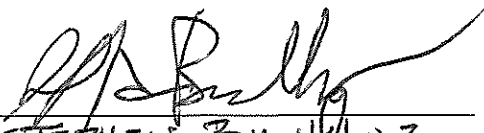
24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE, a
municipal corporation

HELLER MANUS, INC. DBA HELLER
MANUS ARCHITECTS, a California
corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: STEPHEN BUCHHOLZ
COO & SECRETARY.

SIGNATURES ON FOLLOWING PAGE

ATTEST:

and

BY:

its:


CFO

BY:

CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY:

MICHELLE SHEIDENBERGER
City Attorney

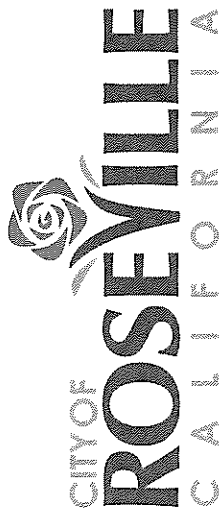


APPROVED AS TO SUBSTANCE:

BY: **Jason Shykowski**
JASON SHYKOWSKI
Public Works Director

 Digitally signed by Jason Shykowski
Date: 2025.04.25 13:57:21 -07'00'

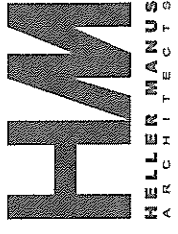
EXHIBIT “A”

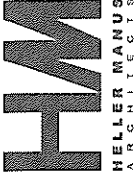


CITY OF ROSEVILLE, CALIFORNIA

FEE PROPOSAL FOR RFP 01-085

116 S. GRANT BUILDING FAÇADE AND ENVELOPE DESIGN





January 29, 2025

Lori Crittenden
Project Coordinator
Office of the City Clerk
Roseville Civic Center
311 Vernon St.
Roseville, CA 95678

RE: RFP 01-085, 116 S. Grant Building Façade and Envelope Design

Dear Lori,

We are pleased to present our proposal for the 116 S. Grant Street Building Façade and Envelope Design project.

Please find below our fee for your review and approval. To demonstrate our commitment to the project, we have reduced our 2025 Rates back to our 2016 Rates (saving the City 20%) and have also reduced our reimbursable and consultant mark-up by 50%

Best regards,

Stephen Buchholz, COO, LEED AP
Heller Manus Architects
Mailing Address: 505 Sansome Street, Suite 400, San Francisco, CA 94111
Phone: 415-652-4154
Fax: 415-247-1111
Email: steveb@hellermanus.com

January 29, 2025

Heller Manus Fee Summary
116 S. Grant Building Façade and Envelope Design Project

HM	-	\$58,020.00	(Reduced 20%) 2016 Billing Rate
HM		\$262,310.00	AOR & Management
SGH		\$173,050.00	Envelope & WP specialist/ Struct
Glumac		\$44,985.00	MEP / Lighting / LEED
DL		\$91,490.00	Estimating
		\$571,835.00	Total
DL		-	\$73,090.00 Only Initial Cost for DL then GC takes over
		\$498,745.00	VE Option 1

CITY OF ROSEVILLE
116 S. Grant Building Façade and Envelope Design Project

HELLER MANUS ARCHITECTS						
Name		Stephen Buchholz	Eric Lundquist	JK Kim	Joshua Phan	
Title		Principal & Project Manager	Principal & Technical Director	Design Director	Senior Technical	
Weeks	(Reduced 20%) 2016 Billing Rate	\$215	\$215	\$205	\$185	
4	Conceptual	30	100	88	48	\$ 54,870
	Project Set-up	2				\$ 430
	Due Diligence regarding existing conditions	2	16			\$ 3,870
	Kickoff Meeting	2	2			\$ 860
	Demolition and Removal of Exterior Façade					
	Prepare drawings to remove façade	2	16		16	\$ 6,830
	Prepare drawings to remove flashing	2	16		16	\$ 6,830
	Façade Redesign					
	Develop a new exterior design: (3d Model)	2	8	24		\$ 7,070
	- Option 1	2	8	24		\$ 7,070
	- Option 2	2	8	24		\$ 7,070
	Provide design for an updated lighting scheme	2	4			\$ 1,290
	Provide exterior renderings	2		8		\$ 2,070
	Coordinate & integrate comments from City stakeholders	2	8			\$ 2,150
	Address Planning Department Comments	2	8			\$ 2,150
	Provide a materials sample board	2	4	8	16	\$ 5,890
	Provide Cost Estimate	2				\$ 430
	Presentation to City	2	2			\$ 860
4	City creates RFP to On Board GC (Pause)	4	16	0	0	\$ 4,300
	Support City in Bid process	2	8			\$ 2,150
	Provide Answers to Questions	2	8			\$ 2,150
4	Schematic Design (Selected design option)	10	40	0	32	\$ 16,670
	Prelim design of new moisture barrier, etc	2	8		16	\$ 5,110
	Prelim design of storefront systems and windows	2	8		16	\$ 5,110
	Engage Structural, Mechanical, Electrical, Plumbing	2	8			\$ 2,150
	Develop Outline Specifications	2	16			\$ 3,870
	Provide update to the Cost Estimate	2				\$ 430
4	Design Development	10	40	0	32	\$ 16,670
	Design new moisture barrier, flashing, parapet caps, etc	2	8		16	\$ 5,110
	Design storefront systems and windows	2	8		16	\$ 5,110
	Provide Structural, Mechanical, Electrical, Plumbing	2	8			\$ 2,150
	Develop Specifications	2	16			\$ 3,870
	Provide update to the Cost Estimate	2				\$ 430
		TOTAL HOURS				TOTAL COST
		266				\$ 54,870
		2				\$ 430
		18				\$ 3,870
		4				\$ 860
		34				\$ 6,830
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		18				\$ 3,870
		2				\$ 430
		82				\$ 16,670
		26				\$ 5,110
		26				\$ 5,110
		10				\$ 2,150

8	Construction Documents	32	172	0	208	412	\$	82,340
	Detail new moisture barrier, flashing, parapet caps, etc	2	16		16	34	\$	6,830
	Detail storefront systems and windows	2	16		16	34	\$	6,830
	Provide energy calculations	2	8		16	26	\$	5,110
	Additional testing where required to finalize project details	2	4			6	\$	1,290
	Prepare detailed construction documents	2	20		40	62	\$	12,130
	Provide Structural, Mechanical, Electrical, Plumbing	2	16			18	\$	3,870
	Develop final Specifications	2	20		40	62	\$	12,130
	Coordinate with City stakeholders	2	8			10	\$	2,150
	Coordinate with Building Department	2	16		16	34	\$	6,830
	Provide update to the Cost Estimate	2				2	\$	430
4	Permitting & Bid Support	6	24	0	32	62	\$	12,370
	Submit Building Permit	2	8		16	26	\$	5,110
	Resubmit in response to Bldg Dept Questions	2	8		16	26	\$	5,110
	Support GC during Bidding	2	8			10	\$	2,150
30	Construction Administration	24	72	0	100	196	\$	39,140
	Provide periodic Site observation for quality assurance	12	24			36	\$	7,740
	Mockup – confirm installation req. and performance	2	2			4	\$	860
	Review Submittals	2	16		40	58	\$	11,270
	Provide responses to Requests for Information	2	16		40	58	\$	11,270
	Periodic testing during production (water/air).	2	2			4	\$	860
	Provide "punch list" for project close out.	2	8		12	22	\$	4,370
	Collect, review, and distribute "as-built" drawings to City	2	4		8	14	\$	2,770
58	TOTAL HOURS	116	464	88	452	1120		\$226,360
	Subtotal Labor:	\$24,940	\$99,760	\$18,040	\$83,620		\$	35,950
	Other Direct Costs						\$	30,950
	Consultant Mark-up 1.1 (10%) [Reduced 50%]						\$	5,000
	Estimated Reimbursable Expenses						\$	
	TOTAL COST:						\$	262,310

CITY OF ROSEVILLE
116 S. Grant Building Façade and Envelope Design Project

SGH									
Name		James Mendiya	Adam Shamieh	TBD	Name				
Title		Principal	Senior Consulting Engineer	Project Consultant	Title				
2025 Billing Rate		\$350	\$250	\$175	\$0				
Weeks		25	70	66	0			TOTAL HOURS	TOTAL COST
4	Assessment and Conceptual Design							161	\$ 37,800
	Project Set-up	1	2	2				5	\$ 1,200
	Observe destructive testing	8	24	24				56	\$ 13,000
	Kickoff Meeting	4	4	0				8	\$ 2,400
	Demolition and Removal of Exterior Façade								
	Review drawings	2	4	4				10	\$ 2,400
	Concept design							0	\$ -
	Develop waterproofing assemblies based on new exterior design by HM	2	16	16				34	\$ 7,500
	Sumamny Report	4	16	16				36	\$ 8,200
	Provide design for an updated lighting scheme							0	\$ -
	Provide exterior renderings							0	\$ -
								0	\$ -
								0	\$ -
	Provide a materials sample board							0	\$ -
	Provide Cost Estimate							0	\$ -
	Meeting to review findings and recommendations	4	4	4				12	\$ 3,100
4	City creates RFP to On Board GC (Pause)	8	8	0	0			16	\$ 4,800
	Support City in Bid process	4	4	0				8	\$ 2,400
	Provide Answers to Questions	4	4	0				8	\$ 2,400
4	Schematic Design (Selected design option)	8	24	40	0			72	\$ 15,800
	Review prelim design of new cladding systems (moisture barrier, cladding, storefront, windows, flashings, and terrace waterproofing)	4	24	16				44	\$ 10,200
	Prelim design of storefront systems and window							0	\$ -
	Engage Structural, Mechanical, Electrical, Plumbing							0	\$ -
	Review Outline Specifications	4	8	16				28	\$ 6,200
	Provide update to the Cost Estimate							0	\$ -
4	Design Development	16	24	48	0			88	\$ 20,000
	Review new waterproofing details (moisture barrier, cladding, storefront, windows, flashings, and terrace waterproofing)	8	8	16				32	\$ 7,600
	Review drawings and performance requirements of storefront systems and windows	4	8	16				28	\$ 6,200
	Provide Structural, Mechanical, Electrical, Plumbing							0	\$ -
	Review Specifications	4	8	16				28	\$ 6,200
	Provide update to the Cost Estimate							0	\$ -

8	Construction Documents	24	44	48	0	116	\$	27,800
	Review new waterproofing details (moisture barrier, cladding, storefront, windows, flashings, and terrace waterproofing)	8	16	16		40	\$	9,600
	Review drawings and performance requirements of storefront systems and windows	4	4	8		16	\$	3,800
	Provide energy calculations-					0	\$	-
	Additional testing where required to finalize project details-					0	\$	-
	Prepare detailed construction documents					0	\$	-
	Provide Structural, Mechanical, Electrical, Plumbing					0	\$	-
	Review final Specifications	4	8	16		28	\$	6,200
	Coordinate with City stakeholders					0	\$	-
	Coordinate with Building Department					0	\$	-
	Provide update to the Cost Estimate					0	\$	-
4	Permitting & Bid Support	4	8	4	0	16	\$	4,100
	Submit Building Permit					0	\$	-
	Resubmit in response to Bldg Dept Questions					0	\$	-
	Support GC during Bidding	4	8	4		16	\$	4,100
30	Construction Administration & Monitoring	33	76	184	0	293	\$	62,750
	Provide periodic site observation for quality assurance (12 site visits)	12	32	96		140	\$	29,000
	Mockup - confirm installation req. and performance	4	8	8		20	\$	4,800
	Review Submittals	8	16	40		64	\$	13,800
	Provide responses to Requests for Information	8	16	32		56	\$	12,400
	Observe window water tests during construction (third part testing assumed by others)	1	4	8		13	\$	2,750
	Provide "punch list" for project close-out					0	\$	-
	Collect, review, and distribute "as-built" drawings to City					0	\$	-
58	TOTAL HOURS	118	254	390	0	762		
	Subtotal Labor:	\$41,300	\$63,500	\$68,250	\$0			\$173,050
	Other Direct Costs						\$	-
	TOTAL COST:						\$	173,050

CITY OF ROSEVILLE
116 S. Grant Building Façade and Envelope Design Project

GLUMAC									
Weeks	Name	Title	2025 Billing Rate	Christine Culver Project manager \$250	Max Hoffman Lighting designer \$160	Tim Totin BIM \$200	Garrett Dutter Electrical engineer \$275	TOTAL HOURS	TOTAL COST
4	Conceptual			5	8	12	5	30	\$ 6,305
	Project Set-up					8		8	\$ 1,600
	Due Diligence regarding existing conditions			2			2	4	\$ 1,050
	Kickoff Meeting			2			1	3	\$ 775
	Demolition and Removal of Exterior Façade								
	Prepare drawings to remove façade					4		4	\$ 800
	Prepare drawings to remove flashing							0	\$ -
	Façade Redesign								
	Develop a new exterior design: (3d Model)							0	\$ -
	- Option 1							0	\$ -
	- Option 2							0	\$ -
	Provide design for an updated lighting scheme			1	4		1	6	\$ 1,165
	Provide exterior renderings						1	1	\$ 275
	Coordinate & integrate comments from City stakeholders				2			2	\$ 320
	Address Planning Department Comments				2			2	\$ 320
	Provide a materials sample board							0	\$ -
	Provide Cost Estimate							0	\$ -
	Presentation to City							0	\$ -
4	City creates RFP to On Board GC (Pause)			0	0	0	0	0	\$ -
	Support City in Bid process							0	\$ -
	Provide Answers to Questions							0	\$ -
4	Schematic Design (Selected design option)			0	0	0	0	0	\$ -
	Prelim design of new moisture barrier, etc							0	\$ -
	Prelim design of storefront systems and windows							0	\$ -
	Engage Structural, Mechanical, Electrical, Plumbing							0	\$ -
	Develop Outline Specifications							0	\$ -
	Provide update to the Cost Estimate							0	\$ -
4	Design Development			5	10	2	4	21	\$ 4,350
	Design new moisture barrier, flashing, parapet caps, etc							0	\$ -
	Design storefront systems and windows							0	\$ -
	Provide Structural, Mechanical, Electrical, Plumbing			4	8	2	2	16	\$ 3,230
	Develop Specifications			1	2		2	5	\$ 1,120
	Provide update to the Cost Estimate							0	\$ -

8	Construction Documents	11	108	0	10	129	\$	22,780
	Detail new moisture barrier, flashing, parapet caps, etc					0	\$	-
	Detail storefront systems and windows					0	\$	-
	Provide energy calculations		8			8	\$	1,280
	Additional testing where required to finalize project details					0	\$	-
	Prepare detailed construction documents					0	\$	-
	Provide Structural, Mechanical, Electrical, Plumbing	9	69		8	86	\$	15,490
	Develop final Specifications	2	3		2	7	\$	1,530
	Coordinate with City stakeholders		4			4	\$	640
	Coordinate with Building Department		4			4	\$	640
	Provide update to the Cost Estimate					0	\$	-
4	Permitting & Bid Support	0	10	0	0	10	\$	1,600
	Submit Building Permit					0	\$	-
	Resubmit in response to Bldg Dept Questions		8			8	\$	1,280
	Support GC during Bidding		2			2	\$	320
30	Construction Administration	14	30	0	6	50	\$	9,950
	Provide periodic site observation for quality assurance					0	\$	-
	Mockup – confirm installation req. and performance					0	\$	-
	Review Submittals	2	8		2	12	\$	2,330
	Provide responses to Requests for Information	4	14		4	22	\$	4,340
	Periodic testing during production (water/air).					0	\$	-
	Provide "punch list" for project close out.	8				8	\$	2,000
	Collect, review, and distribute "as-built" drawings to City		8			8	\$	1,280
58	TOTAL HOURS	35	166	14	25	240		
	Subtotal Labor:	\$8,750	\$26,560	\$2,800	\$6,875		\$	\$44,985
	Other Direct Costs						\$	-
	TOTAL COST:						\$	44,985

CITY OF ROSEVILLE
116 S. Grant Building Façade and Envelope Design Project

DIRECTIONAL LOGIC						
Name	Jenny Young	Mike DeLuccia	Moon Empig	Name		
Title	Principal-in-Charge	Project Manager	Cost Planner		Title	
2025 Billing Rate	\$240	\$195	\$160	\$0		
4	24	32	40	0		TOTAL COST
					96	\$ 18,400
	Project Set-up				0	\$ -
	Due Diligence regarding existing conditions				0	\$ -
	Kickoff Meeting				0	\$ -
	Demolition and Removal of Exterior Façade					
	Prepare drawings to remove façade				0	\$ -
	Prepare drawings to remove flashing				0	\$ -
	Façade Redesign					
	Develop a new exterior design: (3d Model)				0	\$ -
	- Option 1				0	\$ -
	- Option 2				0	\$ -
	Provide design for an updated lighting scheme				0	\$ -
	Provide exterior renderings				0	\$ -
	Coordinate & integrate comments from City stakeholders				0	\$ -
	Address Planning Department Comments				0	\$ -
	Provide a materials sample board				0	\$ -
	Provide Cost Estimate	32	40		96	\$ 18,400
	Presentation to City				0	\$ -
4	City creates RFP to On Board GC (Pause)	0	0	0	0	\$ -
	Support City in Bid process				0	\$ -
	Provide Answers to Questions				0	\$ -
4	Schematic Design (Selected design option)	20	42	48	110	\$ 20,670
	Prelim design of new moisture barrier, etc				0	\$ -
	Prelim design of storefront systems and windows				0	\$ -
	Engage Structural, Mechanical, Electrical, Plumbing				0	\$ -
	Develop Outline Specifications				0	\$ -
	Provide update to the Cost Estimate	20	42	48	110	\$ 20,670
4	Design Development	24	48	60	132	\$ 24,720
	Design new moisture barrier, flashing, parapet caps, etc				0	\$ -
	Design storefront systems and windows				0	\$ -
	Provide Structural, Mechanical, Electrical, Plumbing				0	\$ -
	Develop Specifications				0	\$ -
	Provide update to the Cost Estimate	24	48	60	132	\$ 24,720

8	Construction Documents	24	60	64	0	148	\$	27,700
	Detail new moisture barrier, flashing, parapet caps, etc					0	\$	-
	Detail storefront systems and windows					0	\$	-
	Provide energy calculations					0	\$	-
	Additional testing where required to finalize project details					0	\$	-
	Prepare detailed construction documents					0	\$	-
	Provide Structural, Mechanical, Electrical, Plumbing					0	\$	-
	Develop final Specifications					0	\$	-
	Coordinate with City stakeholders					0	\$	-
	Coordinate with Building Department					0	\$	-
	Provide update to the Cost Estimate	24	60	64		148	\$	27,700
4	Permitting & Bid Support	0	0	0	0	0	\$	-
	Submit Building Permit					0	\$	-
	Resubmit in response to Bldg Dept Questions					0	\$	-
	Support GC during Bidding					0	\$	-
30	Construction Administration	0	0	0	0	0	\$	-
	Provide periodic site observation for quality assurance					0	\$	-
	Mockup -- confirm installation req. and performance					0	\$	-
	Review Submittals					0	\$	-
	Provide responses to Requests for Information					0	\$	-
	Periodic testing during production (water/air).					0	\$	-
	Provide "punch list" for project close out.					0	\$	-
	Collect, review, and distribute "as-built" drawings to City					0	\$	-
56	TOTAL HOURS	92	182	212	0	486		
	Subtotal Labor:	\$22,080	\$35,490	\$33,920	\$0		\$	\$91,490
	Other Direct Costs						\$	-
	TOTAL COST:						\$	91,490

REIMBURSABLE EXPENSES

Reimbursable expenses incurred in the interest of the Project are considered in addition to the fees for professional services. Reimbursable expenses also include amounts invoiced to the Architect by the Architect's consultants plus 10%. ***(Reduced 50% from standard.)***

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A – Standard Hourly Billing Rates and Reimbursable Expenses

EXHIBIT A

STANDARD HOURLY BILLING RATES
as of January 1, 2016

Title	Hourly Rate
Principal	\$320.00
Managing Director	\$215.00
Director	\$205.00
Project Architect	\$195.00
Senior Designer	\$185.00
Senior Technical	\$185.00
Technical	\$155.00
Designer	\$140.00
Administrative	\$90.00

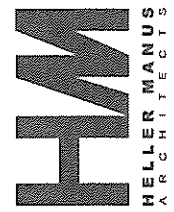
REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid in addition to the compensation for basic services. Normal and customary reimbursable expenses include, but are not limited to the following:

- Professional Renderings
- Professional Architectural Models and 3D Printing
- Local Travel: Mileage, Transport, Cab, and Ride-Sharing Fares
- Non-Local Travel: Air Fares, Hotel & Accommodations, Cab and Ride-Sharing Fares, Rental Cars
- Shipping & Delivery Services
- Reprographic Services
- Professional Visualization, Animation & Imaging
- Project Specific Management Software Fees and Subscriptions
- Project Specific Insurance
- Business Meals

ACCOUNTING PRACTICES

For fixed fee proposals for services, Heller Manus will bill on a percent fee complete basis for each phase. For hourly fee proposals for services, Heller Manus will bill the direct labor as listed in the standard hourly billing rates. All consultant services to Heller Manus will be billed at 1.1 times the amount billed to the architect (direct cost plus 10% markup.) Reimbursable expenses will be billed at 1.1 times cost (direct cost plus 10% markup). **(Reduced 50% from standard).**



ORDINANCE NO. 6951

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the 116 S. Grant Building Facade and Envelope Design project.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Lori Crittenden, Project Coordinator	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Matt Nelson, Sr Electric Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Electric/Finance		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6587	84701	500556	540,000	Establish budget for Legacy Building Stucco Replacement Project
6001	5080	84701	500556	25,000	Establish budget for Legacy Building Stucco Replacement Project
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				565,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	565,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	3601	00000	000000	(565,000)	Decrease Electric Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(565,000)	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Capital Improvement Project – the Legacy Building Stucco Replacement (the "Project"), and adopt an ordinance to approve a budget adjustment appropriating \$565,000 in the Electric Fund to the Project to design the new exterior of the 116 S. Grant Street Legacy Building. This budget adjustment will cover the cost of the design phase and associated City labor charged to the Project. Electric will request another budget adjustment when the contract for the construction phase is executed.

Title:	Parking Garage Elevator Rehabilitation Project - 405 Vernon Street Elevator Upgrade (RFQ 10-3394) - Notice of Completion
Contact:	Andre Baranov 916-774-5342 ajbaranov@roseville.ca.us

SUMMARY

Staff recommends that the City Council accept the Parking Garage Elevator Rehabilitation Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion. The total cost of the construction contract with Specialized Elevator Services was \$100,885. Funding for this project was included in the General Fund budget during the 2024-25 fiscal year.

RECOMMENDATION

Accept the Parking Garage Elevator Rehabilitation Project as complete and adopt a resolution authorizing the Public Works Director to execute the Notice of Completion.

BACKGROUND

The elevator for the 405 Vernon Street parking garage had controls that were outdated and difficult to find replacement parts. The City's elevator service contractor had recommended replacing the elevator controls before a major failure. Additionally, Building Maintenance staff recommended weatherproofing for both doors and control panels. Bids were solicited for the modernization and weatherproofing of the elevator controls. Specialized Elevator Services LLC dba Elevator Industries was awarded and successfully completed the work on March 19, 2025. Staff inspected the contractor's work and found it complete, thereby meriting release of the 5% retention.

FISCAL IMPACT

The total cost of this project was \$100,885. The 405 Vernon Street Elevator Upgrade Project was budgeted in the Parking Garage Elevator Rehabilitation Project in the General Fund. There is no ongoing maintenance cost increase associated with this work.

ENVIRONMENTAL REVIEW

This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines. The project is confined to within the existing parking garage and would not result in expansion of use. No environmentally sensitive resources are located within or adjacent to the property; therefore the Class 1 exemption is applicable to the proposed project.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andre Baranov, Project Supervisor

Jason Shykowski, Public Works Director

ATTACHMENTS:

1. Resolution 25-182
2. Notice of Completion 250521
3. Exhibit A - Location Map
4. CEQA - Notice of Exemption

REVIEWERS:

Andre Baranov, Public Works Department - Facilities	Created/Initiated - 5/21/2025
James Kremko, Public Works Department - Facilities	Approved - 5/21/2025
Jason Shykowski, Public Works Department - All	Approved - 5/22/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/23/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-182

ACCEPTING THE PUBLIC WORK KNOWN AS THE PARKING GARAGE ELEVATOR REHABILITATION PROJECT, APPROVING THE “NOTICE OF COMPLETION”, AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE

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

1. The “Notice of Completion” on file in the City Clerk’s Department relative to that public work known as the Parking Garage Elevator Rehabilitation Project, has been approved and the public work accepted.
2. The Public Works Director is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Parking Garage Elevator Rehabilitation Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Specialized Elevator Services LLC dba Elevator Industries.

The surety on said project was Berkley Insurance Company, a Delaware Corporation

Jason Shykowski
Public Works Director
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Jason Shykowski, being first duly sworn, depose and say: I am the Public Works Director of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Jason Shykowski

Public Works Director
City of Roseville

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

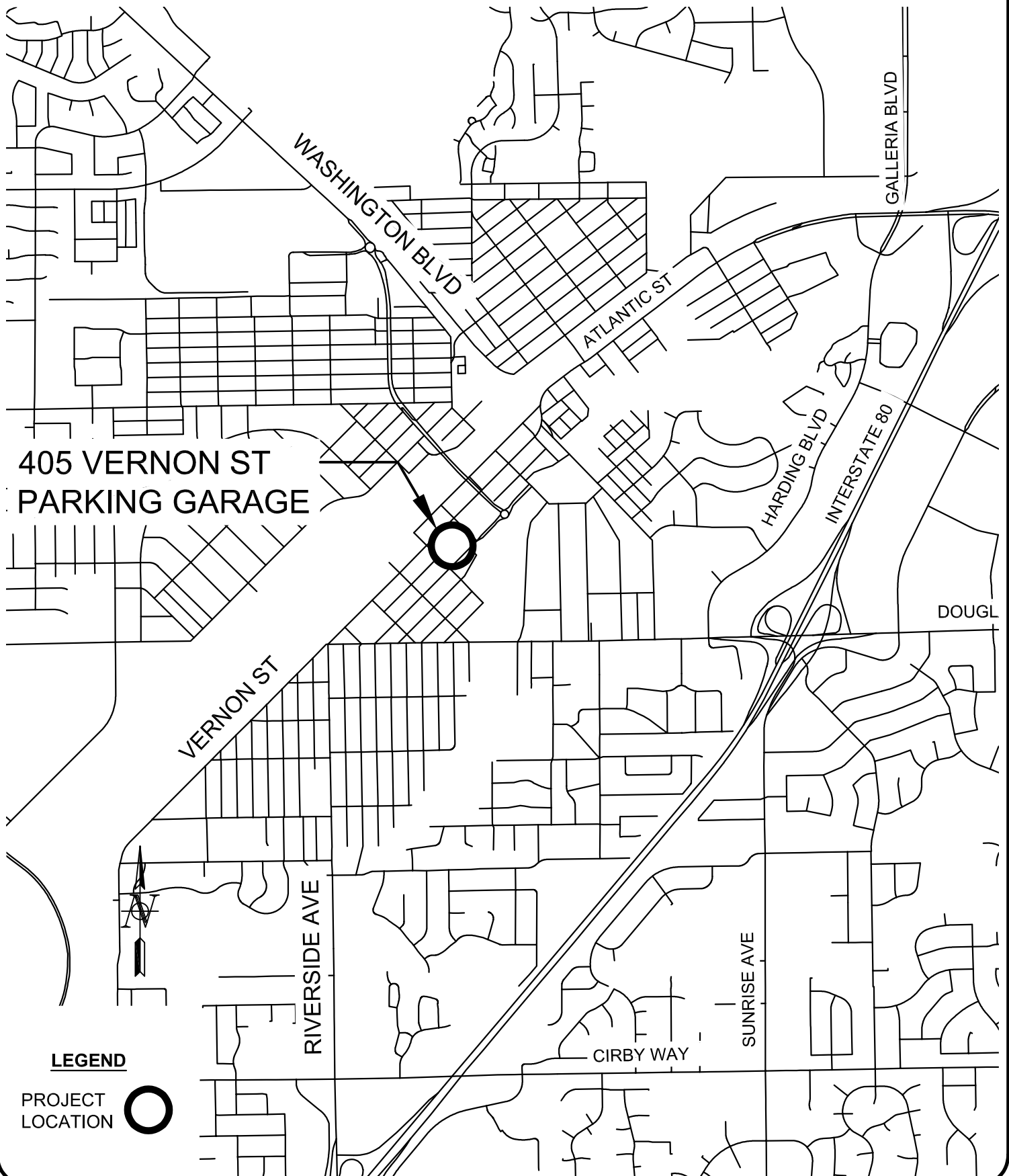
State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Jason Shykowski proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

"EXHIBIT A"
405 VERNON ST PARKING GARAGE ELEVATOR UPGRADE
PROJECT VICINITY MAP





Notice of Exemption

To: Placer County Clerk
Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From: City of Roseville
Development Services Dept.
311 Vernon Street
Roseville, CA 95678

Project Title: 405 Vernon Elevator Upgrade (RFQ 10-3394) – Contract Purchase Agreement

Project Location(s): 405 Vernon Street, Roseville, California 95678

Project Description: This project would approve the authorization of a contract purchase agreement and replacement of the existing outdated elevator in the City parking garage located at 405 Vernon Street. The existing elevator has controls that are outdated and difficult to find, and the City's elevator service contractor has recommended replacing the elevator controls before a major failure occurs. The new elevator would also have weatherproofing for both doors and control panels. The new elevator will not result in any expansion of use.

Public Agency Approving Project: Roseville City Council

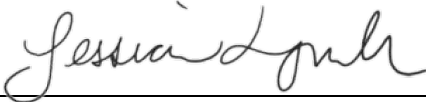
Agency/Individual Carrying Out Project: City of Roseville Public Works Department

Reason why this Project is Exempt: This project qualifies for a Class 1 Exemption as described in Section 15301 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 1 consists of the...repair...of existing public...structures, facilities, [or] mechanical equipment...involving negligible or no expansion of existing or former use.... Examples include but are not limited to: (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances..."

The project is confined to within the existing parking garage and would not result in expansion of use. No environmentally sensitive resources are located within or adjacent to the property; therefore the Class 1 exemption is applicable to the proposed project.

Lead Agency Contact Person: Tiffany Valdez, Finance Department - Purchasing, 311 Vernon Street, Roseville, CA 95678. (916) 746-1109.

Signature: 
Jessica Lynch, Environmental Coordinator, City of
Roseville

Date: 10/15/2024

Title:	Edward Byrne Memorial Justice Assistance Grant Program - Approval of Non-Capital Project, Grant Award, and Budget Adjustment
Contact:	Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

SUMMARY

Staff recommends that the City Council authorize a new non-capital project, accept the FY2024 Edward Byrne Memorial Justice Assistance Grant, and approve a budget adjustment to appropriate \$17,653 of grant funding in the City's Grants Fund.

RECOMMENDATION

Staff recommends that the City Council:

- 1) Authorize the establishment of a new Non-Capital Project, FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program;
- 2) Adopt a resolution accepting the FY2024 Edward Byrne Memorial Justice Assistance Grant; and
- 3) Adopt an ordinance to approve a budget adjustment appropriating \$17,653 in the Grants Fund to the Project for the funding of a part-time temporary Marketing Technician position.

BACKGROUND

The City of Roseville has been awarded a grant from the U.S. Department of Justice, Office of Justice Programs. The Edward Byrne Memorial Justice Assistance Grant Program allocated funds annually to states and local jurisdictions for law enforcement and criminal justice purposes. The amount of the grant is determined by a formula comprised of the jurisdiction's population and crime rate. This year, the City has been allocated \$17,653. The Police Department recommends using the grant to support the department's crime prevention, marketing, and public outreach efforts.

The grant will continue to support a current part-time temporary Marketing Technician position within the Police Department. The position assists in coordinating the many crime prevention, marketing, and public education programs that enhance the safety and economic viability of our City.

FISCAL IMPACT

The recommended budget adjustment will establish and fund a new Non-Capital Project, FY2024 Edward Byrne Memorial JAG Program, in the Grants Fund. The Roseville Police Department has been granted funding from the FY2024 Edward Byrne Memorial Justice Assistance Grant in the amount of \$17,653. This grant will be used to fund a part-time temporary position within Police Administration to assist in coordinating crime prevention, marketing and public education programs in the City of Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no

possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

ATTACHMENTS:

1. Resolution 25-176
2. Award Package
3. Certification
4. Ordinance 6947

REVIEWERS:

Mark Peinado, Police Department	Created/Initiated - 4/30/2025
Liz Luevano, Police Department	Approved - 4/30/2025
Troy Bergstrom, Police Department	Approved - 5/1/2025
Gretchen Hakala, City Attorney Department	Approved - 5/14/2025
Katrina Six, City Clerk Department	Approved - 5/20/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/23/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-176

ACCEPTING A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF
JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE REQUIRED DOCUMENTS ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, each year Congress allocates funds to the Edward Byrne Memorial Justice Assistance Grant program for law enforcement; and

WHEREAS, funds are distributed to local government according to a population and crime rate-based formula; and

WHEREAS, the City of Roseville has been allocated \$17,653;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant award from the U.S. Department of Justice, Office of Justice Programs.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the grant award and any other required documents on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF ROSEVILLE 311 VERNON ST
City, State and Zip:	ROSEVILLE, CA 95678
Recipient UEI:	W49TKZLUYCJ3
Project Title: Crime reduction through education and increased public awareness.	Award Number: 15PBJA-24-GG-04587-JAGX
Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$17,653.00	Federal Award Date: 12/4/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: The City of Roseville, Police department will use JAG funds to fund the salary of a part-time marketing technician. The Department's marketing technician will create and disseminate information regarding public awareness to reduce their chances of becoming a victim of various types of crimes. The marketing technician will focus on community outreach, crime prevention tips, and education programs.	

Award Letter

December 4, 2024

Dear DOMINICK CASEY,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF ROSEVILLE for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$17,653.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name Orbin	Middle Name no value	Last Name Terry
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Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF ROSEVILLE

UEI
W49TKZLUYCJ3

Street 1 311 VERNON ST	Street 2
City ROSEVILLE	State/U.S. Territory California
Zip/Postal Code 95678	Country United States
County/Parish no value	Province no value

Award Details

Federal Award Date 12/4/24	Award Type Initial
Award Number 15PBJA-24-GG-04587-JAGX	Supplement Number 00
Federal Award Amount \$17,653.00	Funding Instrument Type Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14255392

Grant Manager

Elaine Vanlandingham

Phone Number

202-598-7415

E-mail Address

Elaine.Vanlandingham@usdoj.gov

Project Title

Crime reduction through education and increased public awareness.

Performance Period Start

Date

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The City of Roseville, Police department will use JAG funds to fund the salary of a part-time marketing technician. The Department's marketing technician will create and disseminate information regarding public awareness to reduce their chances of becoming a victim of various types of crimes. The marketing technician will focus on community outreach, crime prevention tips, and education programs.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of

employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the

individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant

Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

12/1/24 4:39 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

ORDINANCE NO. 6947

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the FY2024 Edward Byrne Memorial Justice Assistance Grant.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	Mark Peinado / Management Analyst	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Mark Peinado / Management Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	Police Department		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5080	84001	700075	17,653	Establish internal labor budget for new project (700075)
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				17,653	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700075	17,653	Establish federal grant revenue budget for new project (700075)
REVENUES/TRANSFERS IN TOTAL				17,653	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				-	

Justification for Budget Adjustment:

Staff recommends that Council authorize the establishment of a new Non-Capital Multi-Year Project, the FY2024 Edward Byrne Memorial JAG Program Project (#700075) for the Police Department, and adopt an ordinance to approve a budget adjustment appropriating \$17,653 in the Grants Fund and programming a matching amount of federal grant revenue.

Roseville PD has been granted funding from the U.S. Department of Justice's Office of Justice Programs. This grant will fund a part-time temporary position in Police Administration to assist in coordinating crime prevention, marketing, and public education programs.

Title:	Website Redesign and Content Management System (RFP 12-032) - Contract Purchase Agreement
Contact:	Sydney Finch 916-774-1175 SMFinch@roseville.ca.us

SUMMARY

Staff recommends approval of a contract purchase agreement with Revize, LLC in the amount of \$245,019 in the current fiscal year to provide a replacement of the Content Management System and the Website Redesign. Additionally, staff requests the City Council to authorize the City Manager or his designee to approve change orders up to an additional 10% to cover unexpected changes to the project scope or schedule. Staff requests authorization for three optional renewal years without further Council approval, pending Council's approval of the yearly budget. Funding is included in the Citywide Content Management System Replacement Project budget in the Information Technology Replacement Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement with Revize, LLC for the replacement of the Content Management System and the Website Redesign and authorize the City Manager to execute it on behalf of the City of Roseville. Additionally, staff requests the Council to authorize the City Manager or his designee to approve change orders up to an additional 10% to cover unexpected changes to the project scope or schedule. Staff also requests authorization for three optional renewal years without further Council approval, pending Council's approval of the annual budget.

BACKGROUND

The City of Roseville is launching a project aimed at boosting its digital footprint and improving engagement by adopting a new Content Management System (CMS), which will replace the City's public facing website and internal intranet. This initiative aims to modernize the City's digital infrastructure and provide residents with easy access to essential services and information. Key objectives include improving website functionality, ensuring ADA compliance and adherence to Assembly Bill 1637, enhancing security measures, and streamlining content management processes.

FISCAL IMPACT

The cost of this contract is included in the Citywide Content Management System Replacement project budget, so there is no additional fiscal impact from this action. As a citywide technology project, the budget is funded as follows: IT Replacement Fund - 62.6%, Fleet Replacement Fund - 0.08%, Facility Rehabilitation Fund- 0.15%, Electric Fund - 14.56%, Water Rehabilitation Fund - 6.55%, Wastewater Rehabilitation Fund - 9.14%, Waste Services Rehabilitation Fund - 6.39%, and Transportation Fund - 0.52%. Spending for future renewal years will be contingent upon Council approval of budgets. Project spending for the optional renewal years is as follows: FY2030-31, \$26,605; FY2031-32, \$28,623; FY 2032-33, \$28,966.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
6. Deliver exceptional City services

Respectfully Submitted,
Sydney Finch, Business Systems Analyst

Hong Sae, Chief Information Officer

ATTACHMENTS:

1. Resolution 25-191
2. Contract Purchase Agreement

REVIEWERS:

Sydney Finch, Information Technology Department	Created/Initiated - 5/14/2025
Mollie Chacon, Information Technology Department	Approved - 5/21/2025
Hong Sae, Information Technology Department	Approved - 5/26/2025
Gretchen Hakala, City Attorney Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Approved - 5/27/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-191

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

WHEREAS, a contract purchase agreement (3004519) to provide website redesign and content management system services, by and between the City of Roseville and Revize LLC, has been reviewed by the City Council; and

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

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

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3004519

Supplier Details:

Company Revize LLC
Contact Thomas Jean
Address 150 Kirts Blvd Ste B

Troy, MI 48084

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

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

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

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

Sole proprietorship - **By owner**
Partnership - **Any general partner**
Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

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



Contract Purchase Agreement 3004519

Agreement	3004519
Agreement Date	13-MAY-2025
Revision	0
Agreement Amount	245,019.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Revize LLC**
 150 Kirts Blvd Ste B

Troy, MI 48084

Phone: ()
Fax: ()
Email: thomas.jean@revize.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) 12-032 FOR WEBSITE REDESIGN & CONTENT MANAGEMENT SYSTEM AND CONTRACTOR'S PROPOSAL THERETO TITLED "WEBSITE PROPOSAL FOR THE CITY OF ROSEVILLE, CALIFORNIA" (HEREINAFTER "PROPOSAL"). DATED 8/5/24. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE RFP 12-032 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE. ADDITIONALLY, THE ATTACHED "REVIZE WEB SERVICES SALES AGREEMENT" DATED 5/12/25 IS FULLY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

START DATE: UPON EXECUTED AGREEMENT
 END DATE: 60 MONTHS FROM DATE OF EXECUTED AGREEMENT

PLEASE CONTACT SYDNEY FINCH IN THE INFORMATION TECHNOLOGY DEPARTMENT AT (916) 774-1175 OR SMFINCH@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	16485	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
"Becky" Rebecca Philipp Phone 1-916-746-1110					

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

Contract Purchase Agreement 3004519

Contract Terms and Conditions

1. 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.
2. Consultant is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. In compliance with Labor Code Section 1773.2, as may be amended from time to time, Contractor shall cause a copy of this website to be posted at each jobsite, as applicable.
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. 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.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional

Contract Purchase Agreement 3004519

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.

- d. Cancellation/Modification. Consultant shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees, and volunteers for all work performed by Consultant, its employees, agents, and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances, and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if

Contract Purchase Agreement 3004519

such facsimile or ".pdf" signature page were an original thereof.

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently, or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks, and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.

Contract Purchase Agreement 3004519

23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.
28. Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency.
29. The Levine Act (Govt. Code, Section 84308) requires a Party (and its agent(s), if any) to a Proceeding before the City of Roseville that involves any action or consideration related to their contract, license, permit, or other entitlement for use, to disclose any campaign contributions made to City elected or appointed officers totaling more than \$250 within the twelve (12) months prior to the City decision and while a proceeding is pending, and includes certain prohibitions on contribution activity thereafter. If applicable campaign contributions have been made by Contractor and/or its agent(s), Contractor is responsible for compliance, including for its disclosure obligations, if any, as further described at: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.
30. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
31. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f)

Contract Purchase Agreement 3004519

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

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

Roseville Business License No. N/A

Contractor License No. N/A

DIR Registration No. N/A

Check mark the applicable company type below:

 Corporation

 X Limited Liability Company

 Partnership

 Sole Proprietor

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

Information Technology T&C

REV 3/21/24 JS

Contract Purchase Agreement 3004519

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

General - Required Coverage/Documentation

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

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

Construction: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

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Pyrotechnics: _____

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

Chemical/Environmental: _____

General Liability:
\$3 Million/occurrence
\$6 Million aggregate
Pollution - \$2 Million/Occurrence
Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

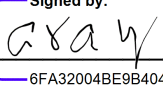
- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727.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

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Contract Purchase Agreement 3004519

Supplier

Signed by:
Signature: 
6FA32004BE9B404...
Print Name: Akshaya Ray
Title: President and CEO
Date: 5/13/2025

Supplier

Signature: _____
Print Name: _____
Title: _____
Date: _____

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

A3035660A19747F

Shannon Wiest

City of Roseville

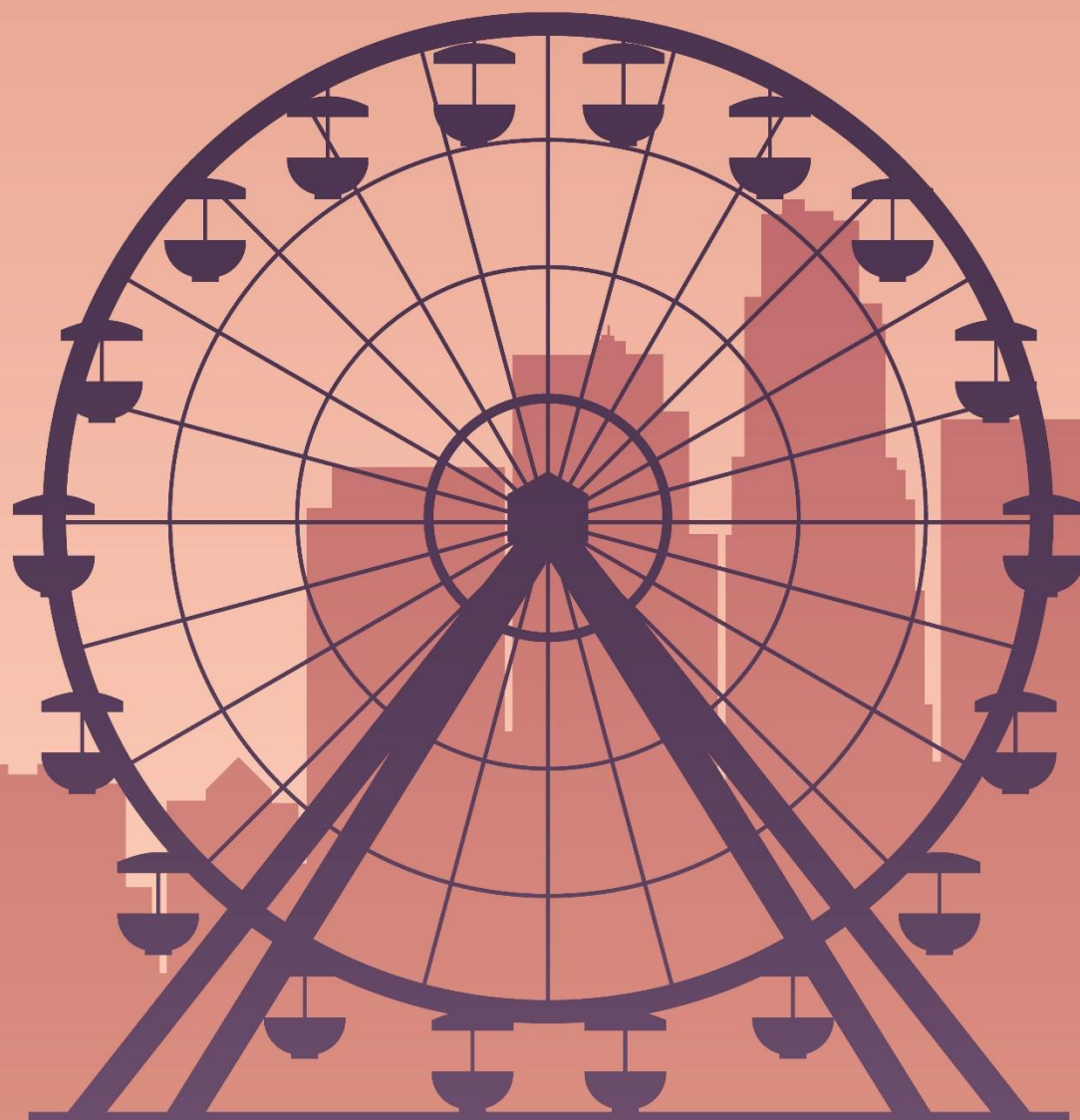
Purchasing and Warehouse Manager



The Government Website Experts

WEBSITE PROPOSAL FOR

The City of Roseville, California



Prepared by Thomas J. Jean - Thomas.Jean@revize.com

Ph: 248-269-9263 x8035 Fax: 866-346-8880

www.revize.com August 5th, 2024

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Revize California Clients!

- Bishop, CA www.cityofbishop.com
- Camarillo, CA www.cityofcamarillo.org
- Corcoran, CA www.cityofcorcoran.com
- El Dorado Hills, CA www.eldoradohillscsd.org
- Fortuna, CA www.friendlyfortuna.com
- Huntington Beach, CA www.huntingtonbeachca.gov
- Redding, CA www.cityofredding.gov
- Redondo Beach, CA www.redondo.org
- San Carlos, CA www.cityofsancarlos.org
- San Marino, CA www.cityofsanmarino.org
- Stockton, CA www.stocktonca.gov
- Pacific Grove, CA www.cityofpacificgrove.org
- Rolling Hills, CA www.rolling-hills.org
- And Many More!

Revize Clients!

- Clark County, NV www.clarkcountynv.gov
- Des Moines, IA www.dsm.city
- Eagle County, CO www.eaglecounty.us
- Glencoe, IL www.villageofglencoe.org
- Golden, CO www.cityofgolden.gov
- Largo, FL www.largo.com
- Myrtle Beach, SC www.cityofmyrtlebeach.com
- New Bern, NC www.newbern-nc.org
- Olympia, WA www.olympiawa.gov
- St. Petersburg, FL www.stpete.org
- Troy, MI www.troymi.gov
- And Many More!

Colleen Roberts, New Bern, NC – Public Information Officer

“Revize is a beehive of creative thinkers who are interested in putting your organization’s communication objectives front and center. They’re extremely easy to work with and they’re engaged every step of the way. Before, during and after Revize did our site build, they were super responsive any time we had questions or concerns. & they’re always open to new ideas too. We couldn’t be happier!”



Cover Letter

RFP 12-032 Website Redesign & Content Management System

Dear Website Selection Committee

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high-quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- City of Largo, FL www.largo.com
- New Bern, NC www.newbern-nc.org
- City of Arcadia, CA www.arcadiaca.gov
- City of St. Petersburg, FL www.stpete.org
- City of Des Moines, IA www.dsm.city
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.



Revize Government Websites Proposal

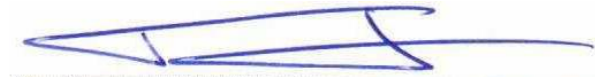
Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Sincerely,



Thomas J. Jean - Program Manager
248-269-9263 x8035 Thomas.Jean@revize.com
150 Kirts Blvd. Suite B. Troy, MI 48084

Statement of Adherence to RFP Requirements:

Revize has reviewed the RFP in full and claims no major exceptions or deviations. In some cases, we may propose alternatives. Where possible, we have noted those throughout our proposal. It should also be noted that every project is unique and adapts along the way. The city may find it necessary to change a requirement during the project. This is a normal occurrence in projects like this. And Revize is well positioned to handle these likely, mid-project, changes or deviations from the RFP.

revize.
The Government Website Experts

Revize Government Websites Proposal

Signature Requirements

Attachment A Proposer's Certification

Attachment A**PROPOSER'S CERTIFICATION**

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Revize LLC

NAME OF BUSINESS

Amy

Akshaya Ray (Aug 5, 2024 14:43 EDT)

SIGNATURE

Akshaya Ray - Owner/CEO

NAME & TITLE, TYPED OR PRINTED

150 Kirts Blvd. Suite B. Troy, MI 48084

MAILING ADDRESS

248.269.9263 ext. 8035

TELEPHONE NUMBER

thomas@revize.com

EMAIL

Type of Organization:

☐ Sole Proprietorship☒ Corporation☐ State of Incorporation☐ Partnership☐ Limited Liability Company**revize.**

The Government Website Experts

Tab A: Firm's Qualifications

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly.

In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

With approximately 3,000 government websites launched nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Revize Government Websites Proposal

Here you will find the communication tools you need such as:

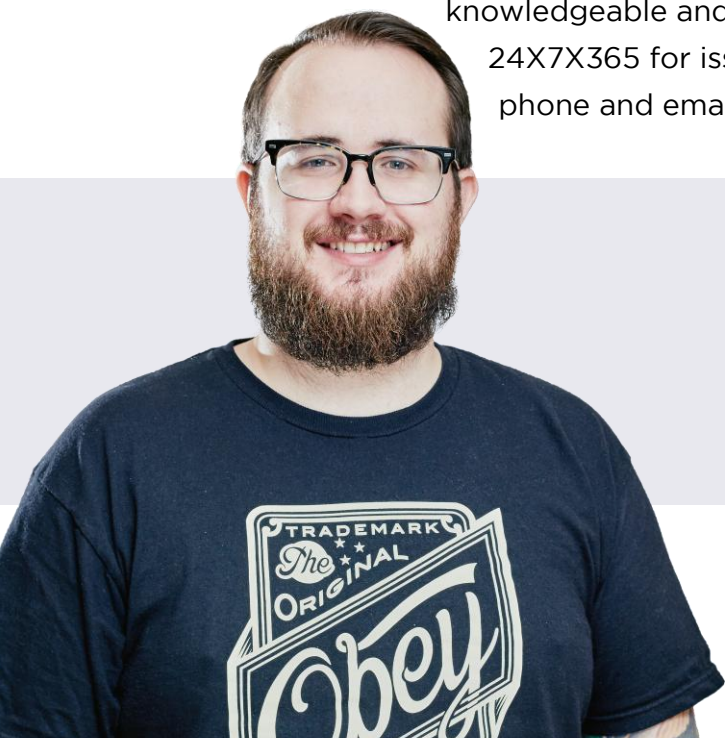
- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Tracker

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Profile

FOUNDED	HEADQUARTERS	PHONE	WEB SITE
1995	150 Kirts Blvd. Troy, MI 48084	248-269-9263	www.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 3,000 websites launched in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people through simplified information management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many



Revize Government Websites Proposal

municipalities choose Revize to develop and cost-effectively manage their website content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

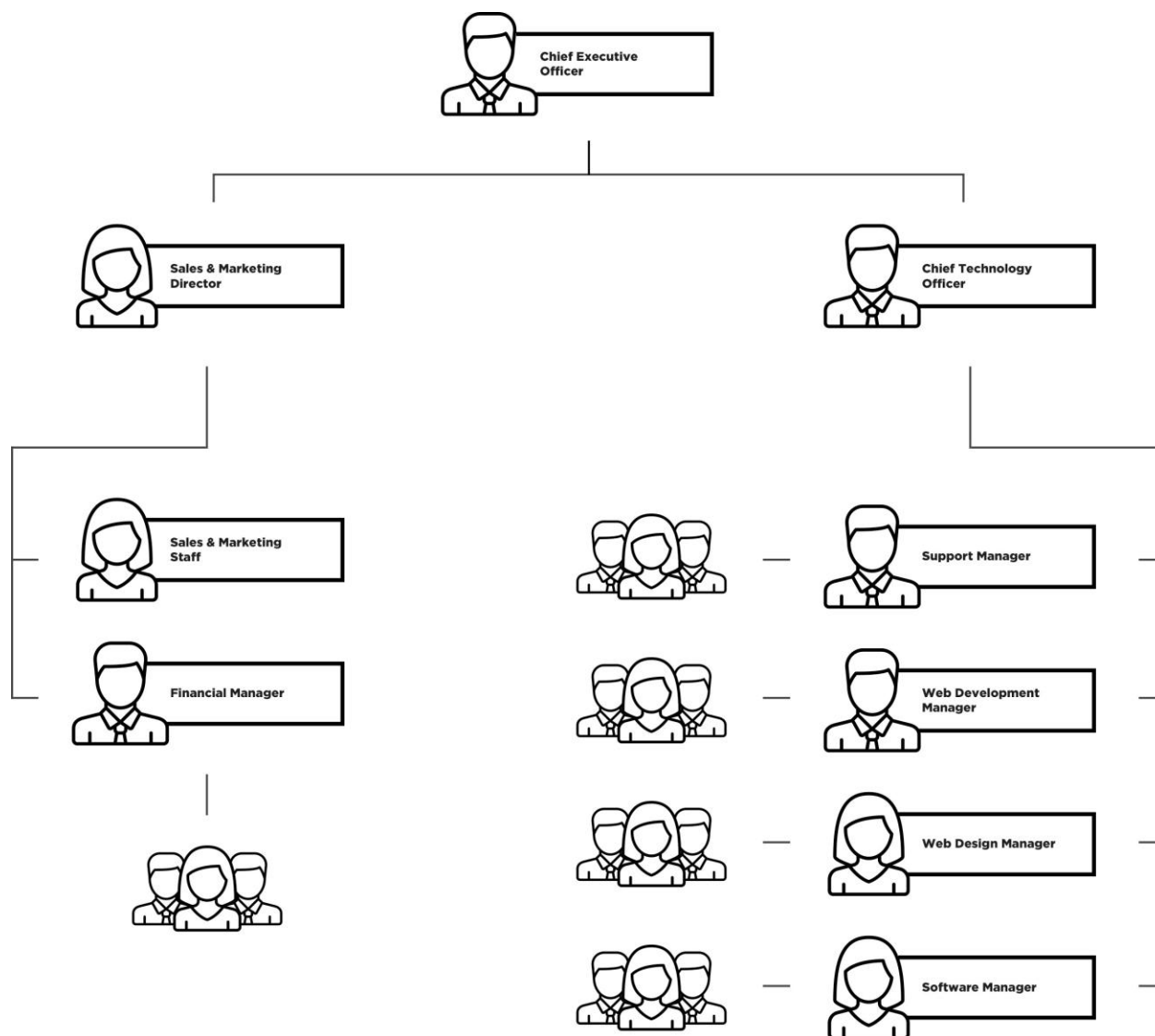
“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”



Did you know?

Revize has won national awards for our websites!

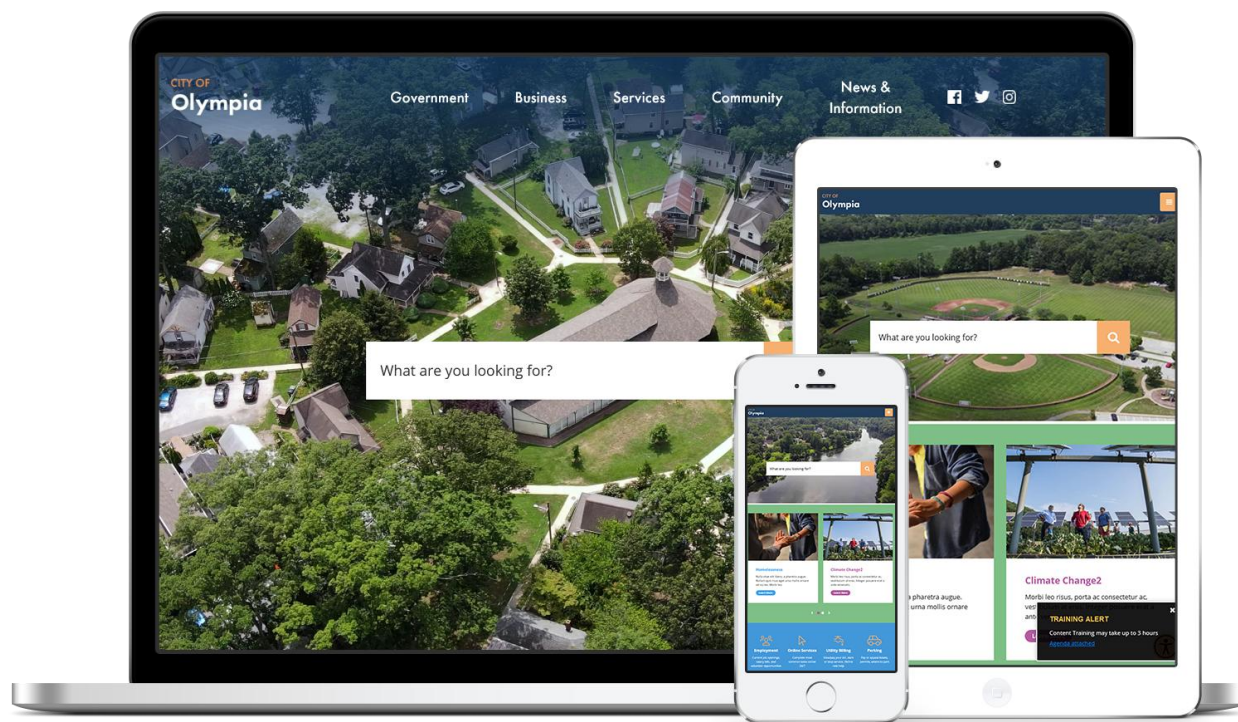
Revize Organization Chart



Tab B: Experience and References

The City of Olympia, Washington

www.olympiawa.gov



3CMA Savvy Award Winner

Details:

The City of Olympia, the Capitol City of Washington, presented a unique opportunity for Revize and the City's web team. This website features an extremely innovative homepage. As users scroll from one section to the next, they can explore different trending topics, services, news, events, and much more in an extremely modern fashion. We built this website to be one of the most visually inspiring, but also most functional websites in the United States. With the unique design coupled with features such as a curated "smart search" feature and online interactive forms, this website makes a strong case for that title!

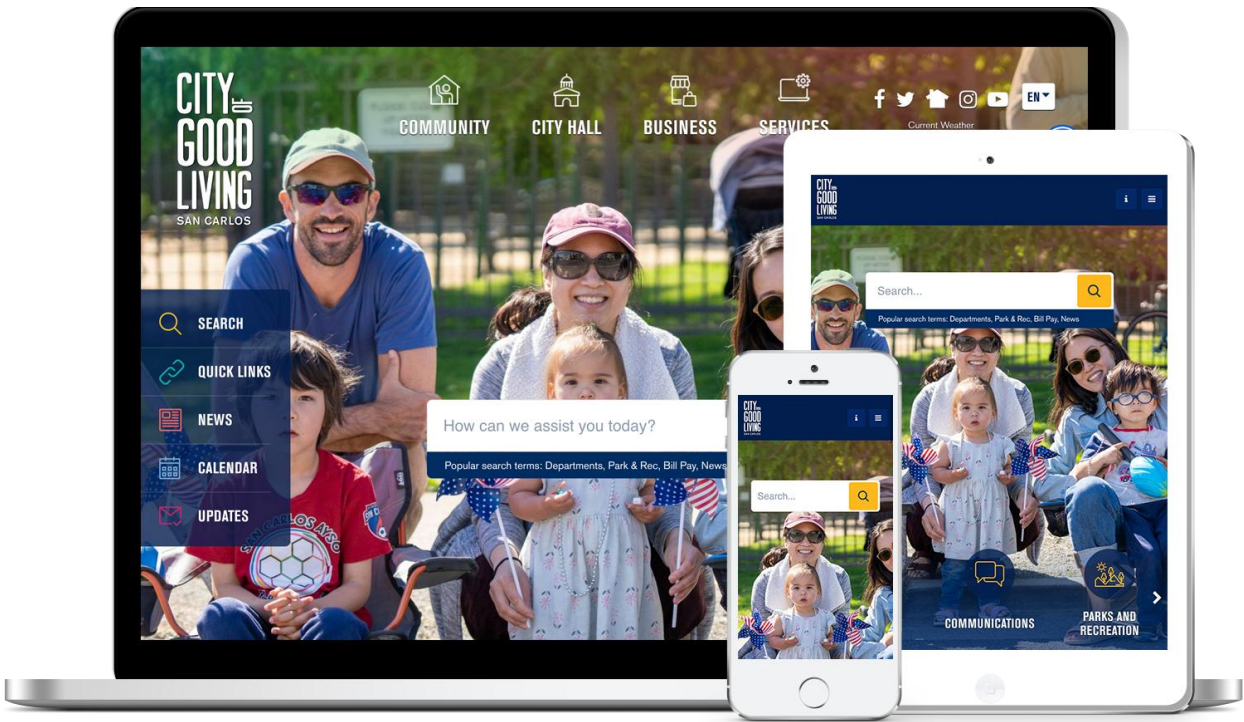
Contact: Joshua Linn – Website Administrator – 360.570.3782 – Jlinn@ci.olympia.wa.us

Completed: Spring 2022

revize.
The Government Website Experts

City of San Carlos, California

www.cityofsancarlos.org



Horizon Interactive Award Winner

Entry / Project Title

SAN CARLOS, CALIFORNIA

Category - Medium
Towns & Municipalities -
Websites

View / Delivery Method

View Online: <https://cityofsancarlos.org>

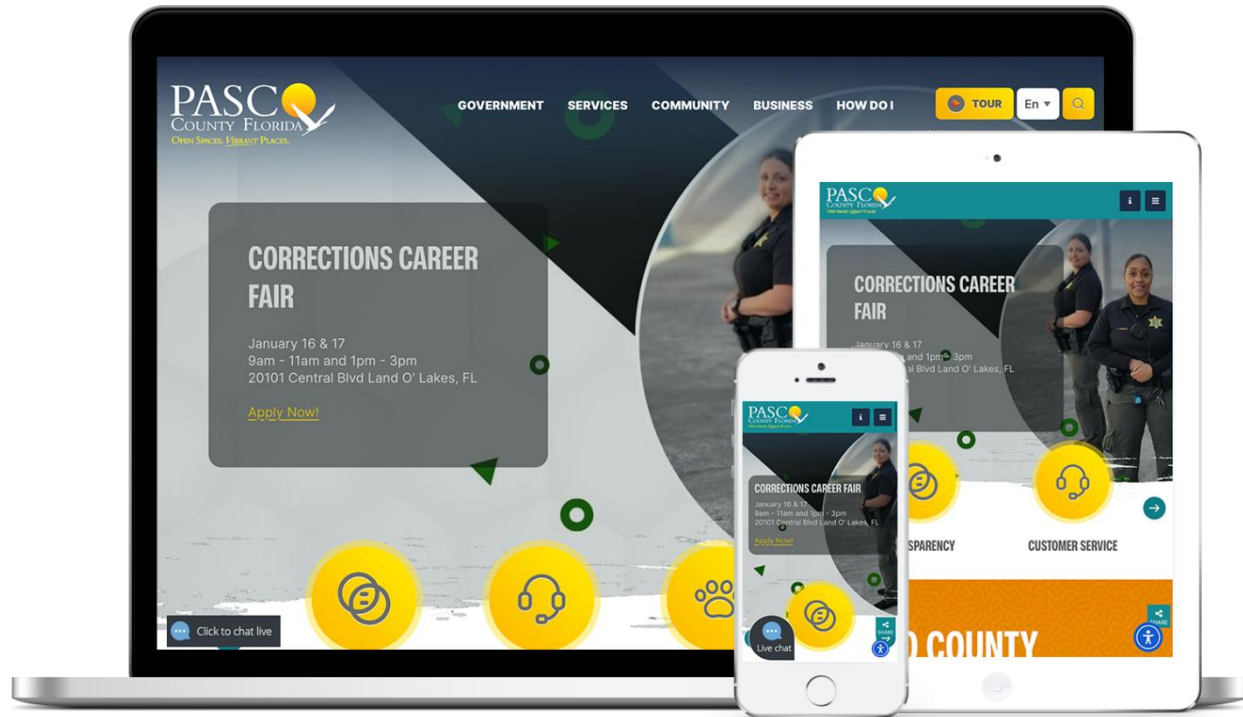
Client Name
San Carlos, CA

Award Placement



Best in Category Award Winner

Revize Government Websites Proposal

Pasco County, Floridawww.pascocountyfl.net**Details:**

Pasco County, a Florida County of nearly 600,000 residents, came to Revize wanting the best website possible for their constituents and a true partnership with their website vendor. Having previously experience less than stellar service from another vendor, the county was ready for a quick change. Together, Revize and Pasco County launched this website, and an employee intranet in less than four months. This is a fantastic representation of the things Revize is able to accomplish with a motivated County like Pasco!

Contact:

Bryan Shaw – Web Content Developer – 727.815.7177 x8226 – bshaw@mypasco.net

Completed: Winter 2023/24

Revize Government Websites Proposal

La Plata County, Colorado

www.co.laplata.co.us

Details:

La Plata County CO wanted a design unlike any County out there. With this design we pushed the limit of what people think when they see a County website. They also needed the website to be accessible according to a new Colorado accessibility standard. In addition, this site features additional unique subsites and healthy level of scrolling. We use images, icons, and interactive features to create an experience for the user. This type of design also allows us to extend the County's brand in a way that is unmatched in the industry!

Contact: Sarah Jacobson – Administrative Analyst – 970.382.6210 –
sarah.jacobson@co.laplata.co.us

Completed: Launched Summer 2024

revize.
 The Government Website Experts

Revize Government Websites Proposal

City of Largo, Florida

www.largo.com**Details:**

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

Contact:

Lauren Fatkin – Communications Strategist – 727.587.6740 - lfatkin@largo.com

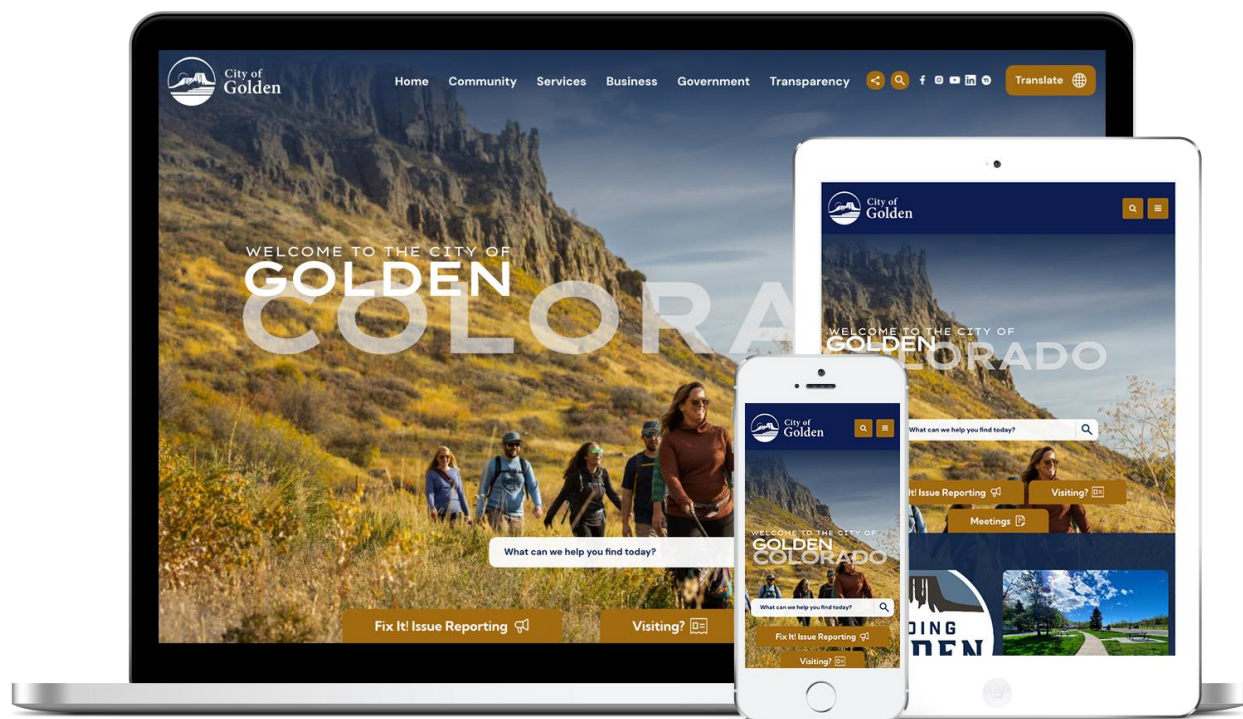
Completed: Currently In Redesign Process with Revize

revize.
The Government Website Experts

Revize Government Websites Proposal

City of Golden, Colorado

www.cityofgolden.gov



Details:

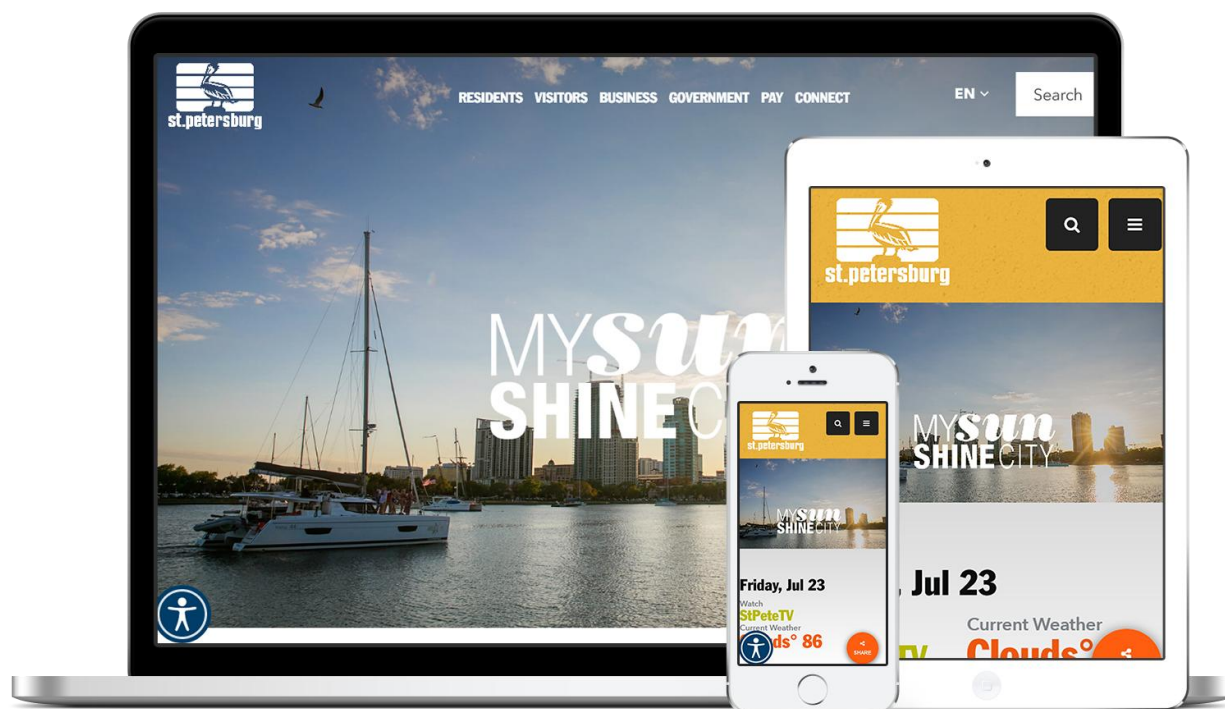
The City of Golden, CO came to Revize for a website that was completely different. Coming from an outdated website, they wanted to work with a vendor that could turn their website into a site iconic in Colorado. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, and a resident focused navigation. This site improves the online experience for residents, business owners, and visitors!

Contact: Clarissa Cutrell – Digital Content Specialist – 303.384.8103 – ccutrell@cityofgolden.net

Completed: Launched Summer 2024

The City of St. Petersburg, Florida

www.stpete.org

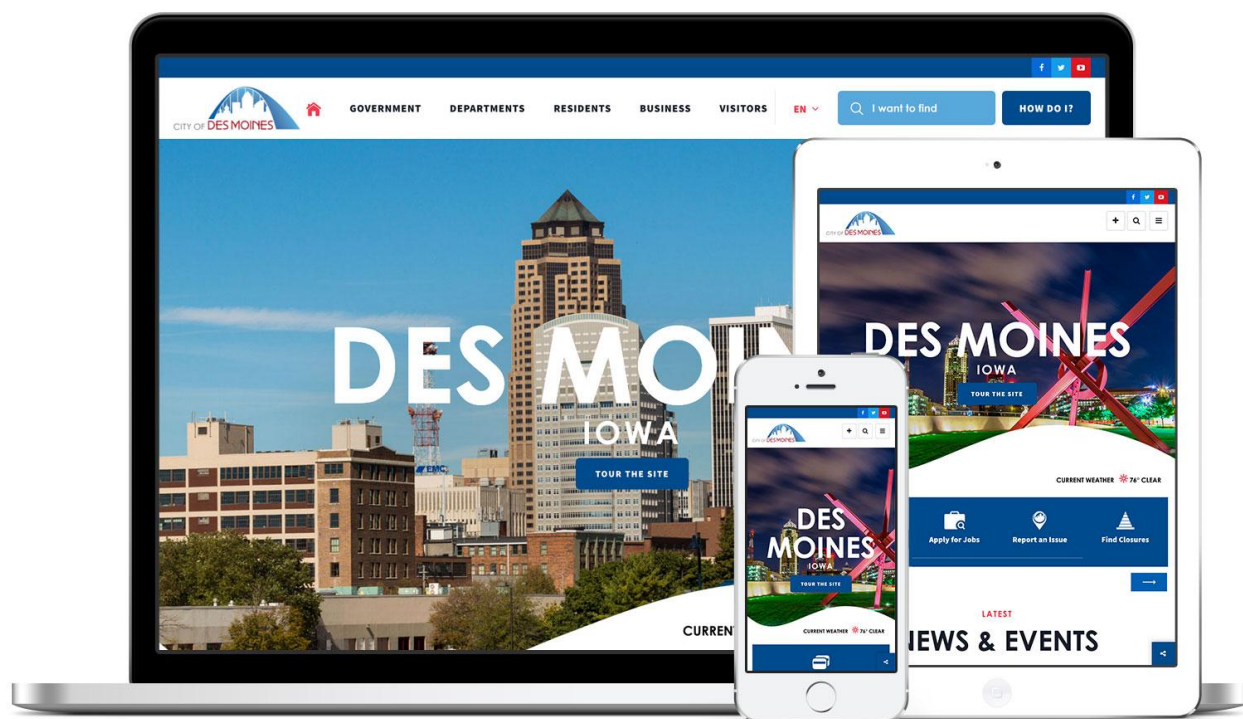


Details:

As Florida's 5th largest, St. Petersburg is an iconic City with something to offer everyone. Because St. Pete is a longtime Revize client, their team worked very closely with ours and actually provided their own design concepts. We did the integration/pre-launch work and their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. Social media feeds from Instagram, Flickr, Facebook, Twitter, and YouTube all on the homepage! St. Petersburg also uses the Revize API to develop their own templates. This website is an elite representation of the power and beauty of the Revize process.

Revize Government Websites Proposal

City of Des Moines, Iowa

www.dsm.city

Details:

The City of Des Moines, Iowa came to Revize for a website that was completely different. Coming from an internally developed site, they wanted to work with a vendor that could lead them to a new way of interacting with their users. Page layouts were created to allow unique interaction with the City. This included board listings, Q&As, interactive park directories, plain language, and a resident focused navigation. We also incorporated some of their internal databases and features that had been built internally. This site improves the online experience for residents, business owners, and visitors!

City of Largo, Florida

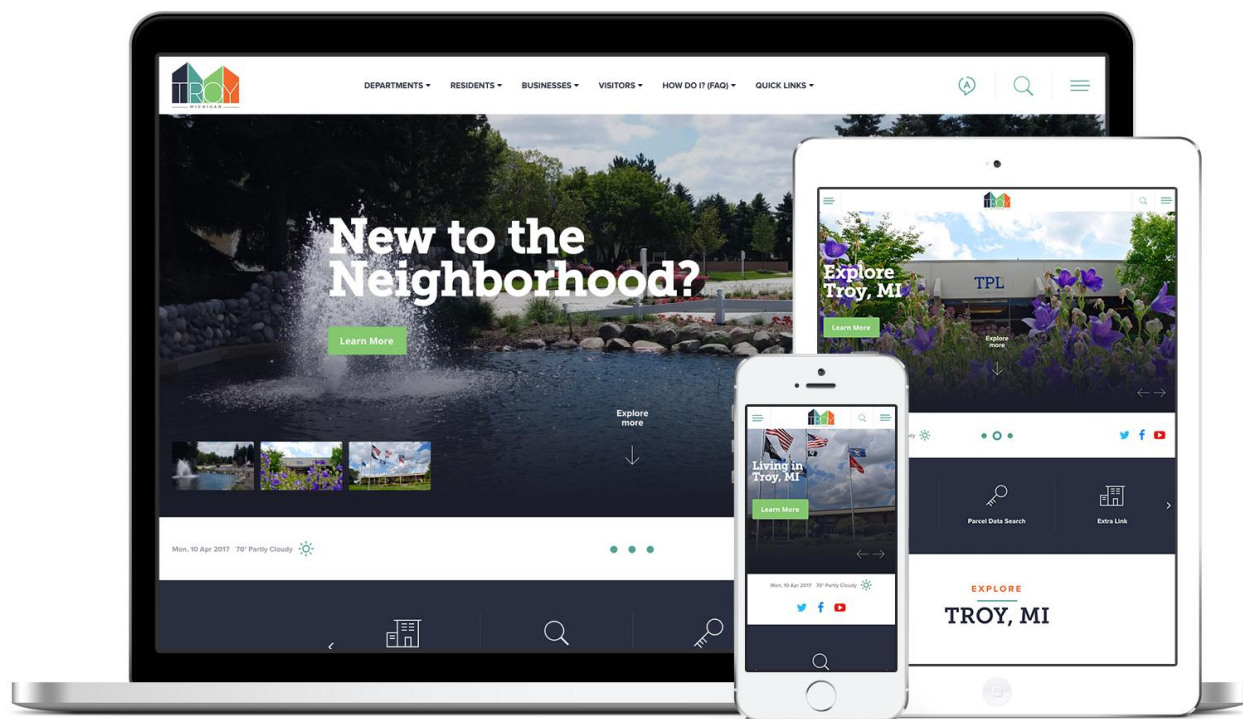
www.largo.com



Details:

Largo, Florida wanted a website like no other. Through a collaboration between the city marketing team and Revize, we were able to create this award winning website. Each page in this website was designed to uniquely fit the needs of the community. We also built unique designs for the city parks, library, and theater. The navigation within this site is built based on services rather than department silos. Overall this website brings together an amazing mix of design expertise and functional clarity to create a great user experience!

Revize Government Websites Proposal

The City of Troy, Michiganwww.troymi.gov**Details:**

The City of Troy wanted a website to increase ease of communication to all of their audiences. In addition, the city has been experiencing an economic resurgence particularly in the technology sector. In fact, Revize headquarters are in the City of Troy! This project included custom designs for The City, Library, and Recreation Department. Integration with the City's existing 3rd party software was a major linchpin of this project. Included is a live-searchable "How Do I" section that narrows down results as the user is typing. This allows any user to easily find what they are looking for regardless of which department it exists under.

Tab C: Qualifications of Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

- **Thomas Jean:** Program Manager
- **Alison Bieber:** Project Manager
- **Alex Parent:** Creative Arts Director/Web Designer
- **Samir Alley:** Chief Operating Officer
- **Denise Brazier:** Revize CMS Trainer
- **Jamie Phy:** Revize CMS Integrator/Backend Developer
- **Richard Opiniano:** HTML Developer
- **Joseph Nagrant:** VP Sales/Marketing
- **Derek Ortiz:** Chief Technology Officer
- **Akshaya Ray:** Chief Cloud Architect
- **Many More!**

Project Team Resumes

Thomas Jean - Program Manager

As a program manager, Thomas leads our special projects division. Thomas has managed many award-winning website projects for our clients, including Des Moines, IA - Olympia, WA - Largo, FL - Oswego County, NY - Dupage County, IL - Eagle County, CO - Kentwood, MI! Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a genuine subject matter expert when it comes to the inner workings of government. As a former Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. With his unique background and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

Alison Bieber - Project Manager

Alison possesses an innate passion for innovation. Following a decade immersed in the Opera world, she shifted her focus towards entrepreneurship and technology. Playing a pivotal role in establishing the foundations of various initiatives within the non-profit and small business sectors, Alison brings a diverse and proven track record to the table.

- **Education:** M.A. in Applied Linguistics with a concentration in Foreign Language Pedagogy, University of Massachusetts; B.M. in Vocal Performance, Boston Conservatory at Berklee.
- **Expertise:** Pedagogy, management, communication
- **Role on your website project:** Project Manager

Revize Government Websites Proposal

Ray Akshaya – Chief Cloud Architect

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge
- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Chief Cloud Architect

Samir Alley – Chief Operating Officer

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

Revize Government Websites Proposal

Denise Brazier - Lead Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** "Always explain things in the terms of your audience to ensure their understanding"
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset



Did you know?

Revize will put together a project team based on the unique needs of your project!

Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

**“We Build Superior Technology
into Every Website with CMS
Performance & Reliability That’s
Second to None.”**

Revize Government Websites Proposal

What sets Revize apart from other companies? Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

“We Always Provide Knowledgeable, Friendly and Responsive Service!”

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Revize Government Websites Proposal

Top Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
- On-time delivery
- Competitive pricing
- Responsible stewardship of the organization's stakeholders
- Full functionality to update and manage your website
- All the tools/apps needed to increase communications with citizens
- An easy CMS to train employees quickly
- Extended phone and email support
- Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.



“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX

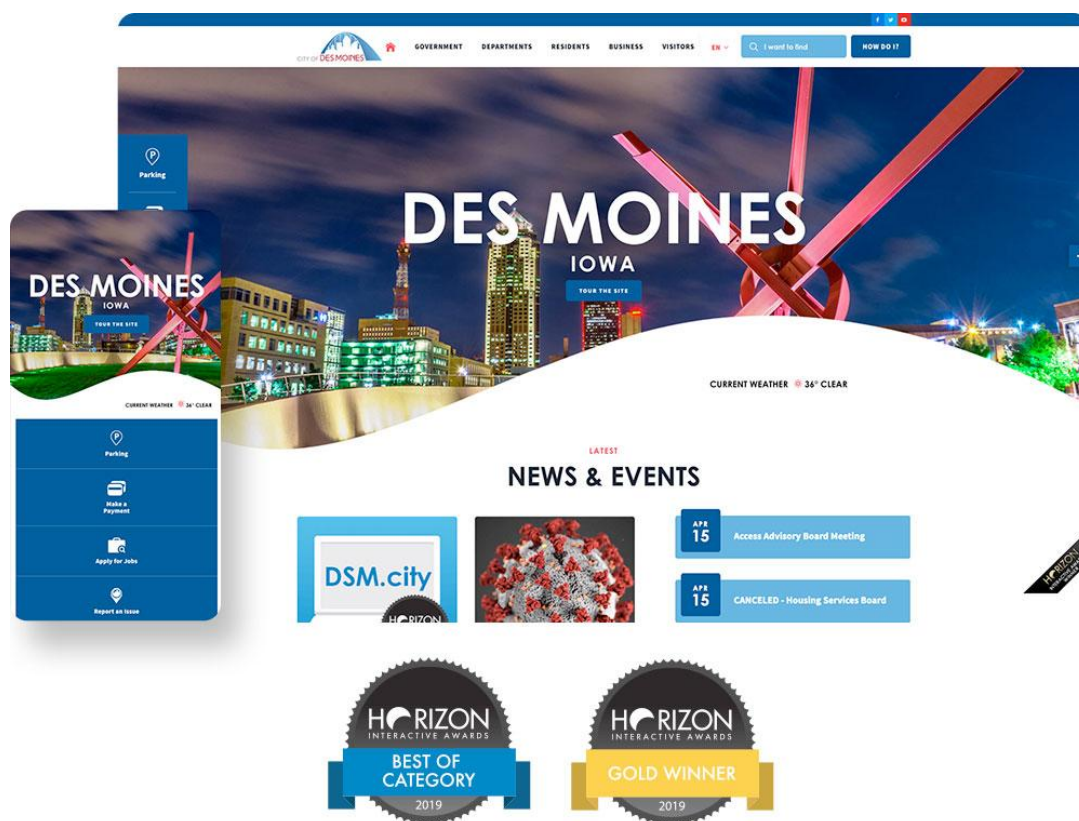
Did you know?

Revize CMS is one of the most advanced CMS in the government web design industry with over 15 years of development.

Awards & Accolades

“The project was a collaboration between Revize, who understood our vision and had the technical expertise to make it happen”

- MaryLee Woods, Deputy Chief Information Officer for the City



Tab D: Project Understanding

Thank you for considering Revize as your web development partner. Revize has built websites for hundreds of cities across the U.S. With us, you will get all of the features that you have come to expect from a modern government website. But, where Revize sets itself apart is in taking the next step beyond your expectations.

We've reviewed the RFP and put a ton of work into preparing this proposal. If selected, Revize will build a modern and clean website that will allow citizens to find what they are looking for intuitively and easily.

In addition, we will also provide an upgraded look and additional functionality to include our curated “**smart search**” feature similar to www.utah.gov and www.eaglecounty.us. We will also include our full suite of apps and modules like an **AI Chat Bot**, Public Service Request Systyem, Drag-N-Drop forms, intuitive navigation, and much more to enhance the usability of the website. We will also incorporate our Revize Content Management System, which will utilize a full suite of modern CMS tools. We will host it in highly secure data centers with our innovative hosting protocols. And we'll support you with our expert tech support team here at Revize HQ!

To accomplish this, Revize will provide an in-person or virtual discovery process. Our team will meet with you to review the current website, and set goals for the new website. These meetings will include the web team, department representatives, staff, and citizens. From those meetings, we will develop a refined project plan that will summarize key goals and objectives. Next, we will provide 100% custom-designed mockups of the homepages, interior pages, and subsites. We will provide an unlimited number of revisions to those mockups until you are satisfied with the look and feel. After that, we will code out the website, add in our CMS technology, and build out each new website page using our best-practices approach. We will then provide training for as many staff members as you like and work with you to make final tweaks. After that, we will lead the website project through go-live, providing excellent tech support for as long as you are a Revize client!

How Revize Helps Set Your Website Apart!

First, we will tailor the entire project to the unique needs of your community. Rather than using a cookie-cutter approach, we will use data and research to drive the project plan. It all starts with our project planning and analysis. That process will include in-person stakeholder meetings. We will also implement heat mapping technology to map out where your users spend most of their time and why. Along with online surveys and previous analytics, this information is put together in a written report for your review with our initial wireframe designs. The wireframes will include custom designs for each department. So the data will drive our project process.

Beyond that, we do not use the “off the shelf” only approach. While we certainly will implement many “off the shelf” Revize features, they may not stay that way for long. Built into our process is a portion of the project where you can request functional changes to those features. So instead of you changing for us, we change for you. That isn’t it, however. We take it a step further by building custom features into the new website. These are features that are likely something that is a unique need for you but is not available off the shelf. We identify these features throughout the project and build them into your site before the website go-live.

Another area of distinction for Revize is post-go-live support. Rather than simply being available for bug fixes, Revize sees itself as your assistant web development team. Therefore, new graphics, photo editing, page template builds, and new features are included at no additional charge. We guarantee rolling updates throughout your relationship with Revize and redesign your website in year 4. We also hold periodic webinars and provide learning opportunities throughout the year.

Overall, this is much more than a simple website build. It is an ongoing partnership that aims to make your website the best it can be for years to come. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between experience and innovation. Revize includes both “off the shelf” features as well as customized features. We believe this hybrid approach is the key to a successful website redesign project!

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for

Revize Government Websites Proposal

the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support in the industry that’s 24/7 365 by the trained developers & technicians”



Did you know?

Revize will provide a project portal that allows you to check in on the status of your project at any time!

Attachment E Requirements Matrix

No	Description	Status	Response Code	Comments
1. Technical Specifications				
1.1	If the CMS is a cloud based solution, it must adhere to the City's Cloud Standards	Required	Y	
1.2	The CMS must be supported and installed in multiple instances (i.e., development, staging, production) for the purpose of internal testing	Required	Y	
1.3	The CMS must scale as the number of documents and sub-domains are increased	Required	Y	
1.4	The CMS (and CDN, if applicable) must consistently meet the uptime Service Level Agreements (SLAs), ensuring reliability and stability with a minimum uptime of 99.9%.	Required	Y	
1.5	Planned Maintenance and/or upgrades to the system must be easy to implement and communicated/coordinated with Roseville IT staff minimum of 1 week prior to implementing the update.	Required	Y	
1.6	The CMS should have a monitoring tool that notifies Roseville Administrators when the website is up or down	Required	Y	Regardless of vendor choice, we recommend the City maintain a 3 rd party monitoring tool for verification against CMS expected outage time
1.7	The CMS must use a web browser based management client, with similar formatting, performance and functionality across both Windows and Apple platforms	Required	Y	
1.8	The CMS should provide site analytics for page views, visits, duration on pages, etc.	Required	Y	Combination of in CMS analytics and 3 rd party analytics tools such as Google Analytics
1.9	The CMS/hardware should meet the latest City Enterprise Architecture Standards	Required	C	We do not strictly adhere exactly to the standards listed within this document. This is likely the case with many, if not all vendors responding to this RFP. We achieve many of the

Revize Government Websites Proposal

				same goals but in different ways in some cases. That said, we have launched and hosted over 3,000 municipal websites nationwide with security and performance being one of our top priorities.
1.10	The CMS must allow for editing content remotely	Required	Y	
1.11	CMS needs to seamlessly integrate with the city's existing Single Sign-On (SSO) infrastructure, specifically leveraging PingFed/PingID for authentication. This integration should adhere to the SAML 2.0 protocol standards.	Required	C	We believe we are able to integrate as part of our normal SSO integration process. However, we need some additional information to guarantee 100%
1.12	CMS must provide tools that meet AB 1757 for web accessibility and ADA compliance	Required	Y	
1.13	The CMS should facilitate seamless integration with the city's chatbot which utilizes custom JavaScript.	Required	Y	
2.0 Security				
2.1	The CMS should provide "Captcha" capability	Required	Y	
2.2	Passwords in the system should not be stored, transmitted or viewed in plain/clear text	Required	Y	
2.3	The CMS should provide role-based security across all templates, content, processes and repositories for users, groups, directories, sub-directories and sites	Required	Y	
2.4	The CMS should provide encryption for administrative interface and transmission of content	Required	Y	
2.5	The CMS must ensure user security by requiring strong passwords and implementing multifactor authentication for local accounts.	Required	Y	
2.6	The CMS must allow system administrators to create and modify user accounts and permission levels, including changing default administration usernames and passwords	Required	Y	

Revize Government Websites Proposal

2.7	The system must maintain comprehensive audit logs accessible to authorized users for monitoring and tracking system activity with the ability to forward logs to SIEM solution in a common format like syslog	Required	Y	
2.8	All system data will be stored on servers located solely within the continental United States	Required	Y	
2.9	All system data will be segregated from other customers.	Required	Y	
2.10	The vendor shall provide a third-party audit report(s) (ie. SOC type II/III) as evidence that all facilities used to store and process city and end user data will implement and maintain administrative, physical, technical and procedural safeguards and best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure	Required	Y	SOC information passed-through from AWS (our primary hosting environment). Please review https://aws.amazon.com/compliance/soc-faqs/ . City may choose to self-host if necessary
2.11	All data will be encrypted in transmission (including via web interface) at a level equivalent to or stronger than 128-bit level encryption	Required	Y	
2.12	All data that meets Federal criteria for Personally Identifiable Information (PII), PCI, or HIPAA will be encrypted in storage (database/data files) at a level equivalent to or stronger than 128-bit level encryption	Required	Y	
2.13	Vendor has network firewalls and security in place to protect hosted customers from internet threats	Required	Y	
2.14	Vendor will notify the City of Cyber breach that affects the Vendor's product or City's data	Required	Y	
2.15	Vendor provides redundancy for all systems and data	Required	Y	
3.0 Site Templates				
3.1	The vendor should provide a variety custom design templates to choose	Required	Y	

Revize Government Websites Proposal

	from that all stay within the City's branding guidelines			
3.2	The templates, once implemented, must allow for flexibility and customization of page layouts and/or designs	Required	Y	
3.3	The website template design must be mobile-friendly and responsive across multiple platforms (tablets and smart phones) on all operating systems.	Required	Y	
3.4	The website design must function and appear the same across all browsers (Firefox, Chrome, IE and Safari)	Required	Y	
3.5	The CMS must support the creation of reusable page components for the following areas: a) Header/banner images b) Web buttons c) News articles/stories d) Press releases	Required	Y	
3.6	The CMS should support batch publication of content and images simultaneously, rather than an item by item basis	Required	Y	
3.7	The CMS must allow for code customization (like JavaScript) as needed for special projects (i.e., our current rate calculators, utility usage map, other interactive infographic maps etc.)	Required	Y	Configurable as part of the CMS configuration process. Please provide specific examples during project.
4.0 Basic Functionality & Features				
4.1	The CMS must provide WYSIWYG editing and include the following: a)The WYSIWYG editor must have a clean, easy-to-use interface b)The CMS must allow users to edit content in both WYSIWYG and HTML modes c)The WYSIWYG editor should support the customization or restriction of text formatting options d)When copying and pasting text from other applications, such as Microsoft Office programs, the	Required	Y	

Revize Government Websites Proposal

	WYSIWYG editor should strip content of all formatting e)The WYSIWYG editor must require an entry of ALT attributes for images f) The WYSIWYG editor must require a entry of target tags (_blank) for links and documents g) The WYSIWYG must provide a variety of wizards available for users to format text, create hyperlinks, upload/import images, etc. h) The CMS must allow for the resizing and cropping of images within the WYSIWYG editor i) The CMS should allow for easy updating content from a mobile			
4.2	The CMS must provide “check-in, check-out” capability	Required	C	Because Revize is a decoupled CMS this functionality is not necessary. Theoretically it could be built in. However, the advantages of a decoupled CMS outweigh the need for this feature
4.3	The CMS should allow for workflow notifications via email. Informing of items awaiting review, etc.	Required	Y	
4.4	The CMS should allow for a “preview” of content prior to publishing to the website	Required	Y	
4.5	The CMS should have the ability to send a web page to coworkers to preview draft pages prior to making the page “live” to the public. This option should include viewing options for non editors.	Required	Y	
4.6	The CMS should have the ability to truly hide or archive draft pages so they are not found by bots	Required	Y	
4.7	The CMS should have the ability to truly hide or archive published pages so they are not found by bots	Required	Y	This is included, However, we believe no CMS can instantly guarantee a page link is removed from Google/Bing search engines. We could set auto-redirect rules however.

Revize Government Websites Proposal

4.8	Content editors should have the ability to edit a page directly by clicking on a link on the published website	Required	Y	
4.9	The CMS should provide a visual of page prior to publishing	Required	Y	
4.10	The CMS must provide a versioning for all page content, news articles, press releases, etc.	Required	Y	
4.11	The CMS must allow for reverting back to a previous version of content	Required	Y	
4.12	The CMS should allow for setting alerts via email on expired content	Required	C	Included customization at no additional cost
4.13	The CMS should provide notifications for broken links within the content	Required	Y	
4.14	The CMS must provide an option to set a post date and end date for content, news articles, press releases, images, etc.	Required	Y	
4.15	The CMS must provide an online sortable calendar of events with post and end date capabilities	Required	Y	
4.16	The CMS must allow for easy creation of fillable online forms with “Captcha” capabilities	Required	Y	
4.17	The CMS must allow for calendar filtering based on topic, audience, etc.	Required	Y	
4.18	The CMS must allow for the ability to have content-specific calendars appear on different areas of the website	Required	Y	
4.19	The CMS must have date stamps on news articles and press releases, indicating when it was posted and updated	Required	Y	
4.20	The CMS must have the ability to easily set the order of news stories and press releases	Required	Y	
4.21	The CMS must allow for news articles to be integrated with the online calendar	Required	Y	
4.22	The CMS must provide a repository for documents (i.e., Word, PDF)	Required	Y	
4.23	The CMS document & image repository should have the ability to upload multiple documents at once, search for documents, and easily be	Required	Y	

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	able to move documents without breaking links			
4.2 4	The CMS must allow for the creation of shortened URLs (quick links)	Required	Y	
4.2 5	The CMS must provide a user friendly tool for editing, removing or adding pages to the site	Required	Y	
4.2 6	The CMS must provide a user friendly method for editing the main navigation	Required	Y	
4.2 7	When a page is deleted from the site, it must automatically hard delete so it is no longer searchable in the site	Required	Y	This is included, However, we believe no CMS can instantly guarantee a page link is removed from Google/Bing search engines. We could set auto-redirect rules however. We also have a fail-safe rule in place that, if a page is linked to from somewhere else on the site, the page does not hard delete (preventing broken links).
4.2 8	When a page is renamed, deleted or moved, the CMS must allow for auto redirects and provide a redirect message that is clear and prominent on the web page	Required	Y	
4.2 9	The CMS must offer a “share” button feature for end users to share news articles, page content, press releases, videos, etc. via social media or email	Optional	Y	
4.3 0	The CMS must offer social media integration for all content, news stories, press releases, events, etc.	Required	Y	
4.3 1	The CMS must provide an option to easily embed social media feeds into web pages	Required	Y	
4.3 2	The CMS must include a robust search feature for all content within the site (i.e., news articles, press releases, calendar, etc.)	Required	Y	
4.3 3	The CMS should allow for secure online methods of payment for end users	Optional	Y	
4.3 4	The CMS should offer a language translation tool	Required	Y	
4.3 5	The CMS should support seamless integration of Roseville's utility billing	Optional	Y	

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	sign-in portal, enabling users to embed this portal and access it directly from the main city website or utility homepage. 3rd Party Site: https://css.roseville.ca.us/billpay/public/login/form?			
4.36	CMS should allow for workflow approval processes	Required	Y	
4.37	CMS should allow for resizing or reducing of image sizes before uploading into the system	Optional	Y	
4.38	CMS should allow overwrite of images & files for files you want to replace	Required	Y	
4.39	The CMS should include a feature allowing editors to manually add SEO tags to pages, enhancing their searchability and visibility on search engines	Required	Y	
5.0 Professional Services				
5.1	The vendor should provide a Content Inventory that catalogues the entire contents of the website, followed by an evaluation of that content	Required	Y	As detailed in the QA document for this RFP, Revize can provide a general overview of the content with recommendations for overall improvements. We are also currently working on a content suggestion tool.
5.2	The vendor must provide a Content Strategy analyzing our current strengths and weaknesses and define the planning, development, governance documentation and management of the content for the new system	Required	Y	Content strategy provided through sitemapping process.
5.3	The vendor must design an Information Architecture and map current metadata to determine where old content will fit in the new website	Required	Y	Sitemapping process will primarily focus on page content and future locations of pages. Meta data, if provided, may be considered as well.
5.4	The vendor must develop a Content Migration plan and perform the task of migrating content from the old CMS to the new CMS	Required	Y	
5.5	The vendor must provide a guide and tools to Search Engine Optimization (SEO)	Required	Y	

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5.6	The vendor must guide and assist with the transition the website domain from ".ca.us" to ".ca.gov" in alignment with AB-1637	Required	Y	
5.7	The vendor must educate and provide guidance on latest ADA Web Accessibility Standards & Requirements	Required	Y	
6.0 Training & Support				
6.1	The vendor should provide in-person training on how to use the CMS for users, administrators and technical staff	Required	Y	
6.2	The vendor should provide in-person training on how set up and use the analytics tool	Required	Y	
6.3	The vendor should provide self-help online and/or printed training materials or tutorials specific to our system	Required	Y	
6.4	The vendor must supply comprehensive printed documentation covering installation, operation, use, and administration of the CMS, along with a customized training guide tailored for website editors to proficiently manage and update the website's content.	Required	Y	
6.5	The vendor should provide a description of their training methodologies	Required	Y	
6.6	The vendor should provide 24x7x365 support if the CMS is a cloud based solution or on premise	Required	Y	
6.7	The vendor should provide an easy way to submit and track service requests	Required	Y	
6.8	The vendor should have a notification system that notifies of maintenance or system down time	Required	Y	
6.9	The vendor should provide standard reports after incidents occur indicating the cause of the issue and resolution	Required	Y	
6.10	Vendor should provide a documentation of service-level agreements for support levels (Service	Required	Y	

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	Request Response and Resolution Times)			
6.1 1	Vendor should provide annual metrics & reporting for overall service availability/uptime	Required	Y	
6.1 2	The vendor must offer virtual or onsite training sessions for utilizing the CMS, and provide recorded training segments focusing on commonly used features of the website. Additionally, the vendor should supply general user videos to aid in familiarizing users with the CMS functionalities.	Required	Y	

Timeline

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	2-4 Weeks
Phase 2: Discovery & Design	8-10 Weeks
Phase 3: HTML Template Development	4-6 Weeks
Phase 4: CMS Integration & Module Setup	5-6 Weeks
Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	4-5 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration (Includes page-by-page CLIENT sign off)	9-12 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	3-5 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	7-9 Months

Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Project Life Cycle

Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.

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Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed, and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization, and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

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Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

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#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 20 years, Revize has mastered the art of designing government websites.”

Key Phase Objectives & Deliverables:

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience's needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall

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design direction of the website.

- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page "wireframe" will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.



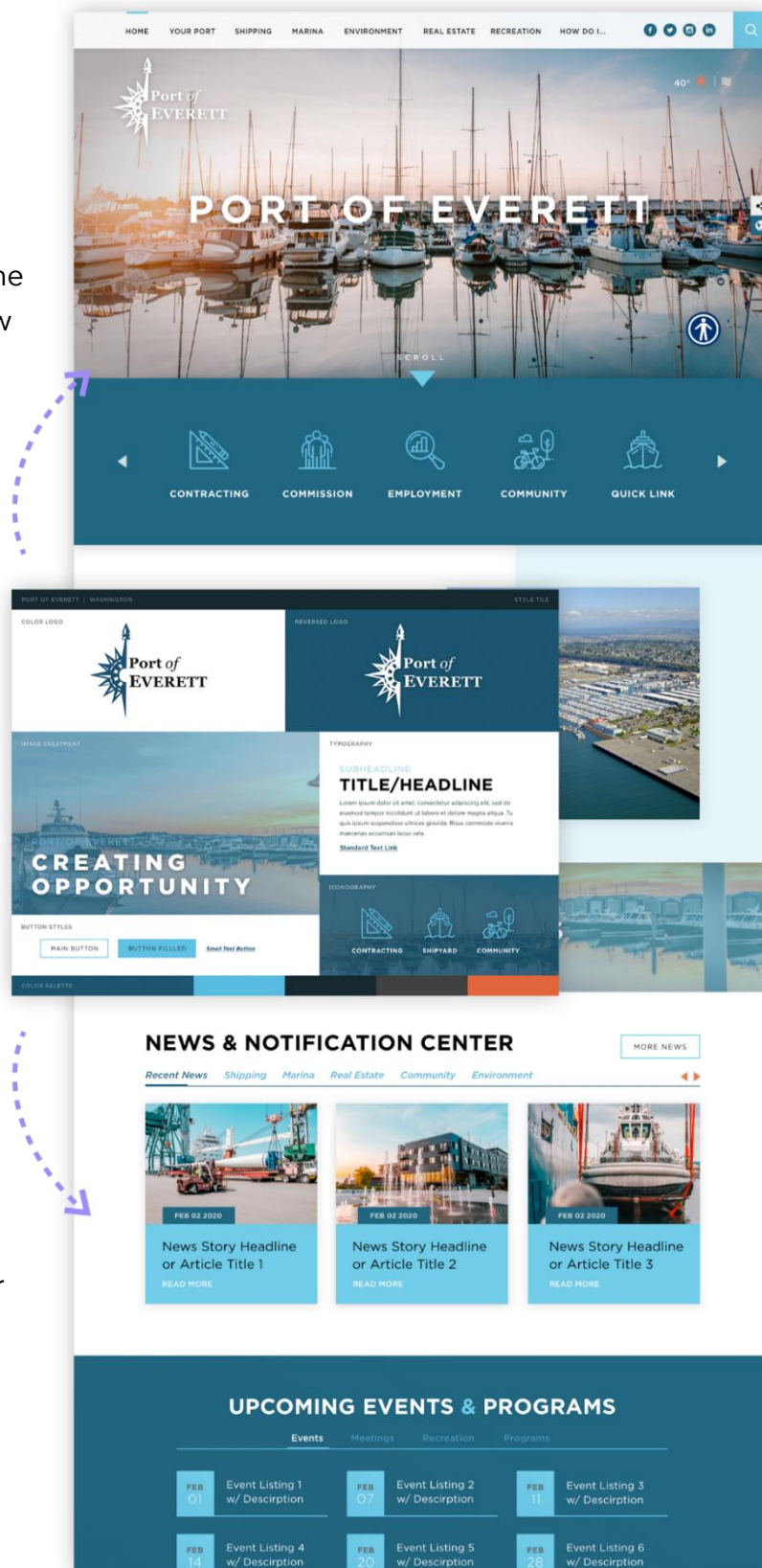
Did you know?

Revize will provide a 100% from scratch design with a satisfaction guarantee!

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Wire Frame to Concept

- Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.
- Final Home Page Sign Off:** When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- Final Inner Page Sign Off:** When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



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Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development & QA Testing

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality.

This phase may overlap phases 2 – 4.

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 6: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 7: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

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Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center

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- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage



Did you know?

Revize has launched hundreds of municipal and county websites large and small!

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Phase 8: Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally, and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Tab E: Project Plan

Project Phase Deliverables: What will be expected from the City?:

Phase 1: Kickoff Meeting and Discovery (project planning/analysis)

Revize:

- Revize will conduct an in-person or virtual kickoff meeting with the client. (Sample schedule to be provided by Revize.) .
- Sample sitemap provided by Revize and site mapping process overview
- Online survey creation and launch. Results will be analyzed and reported.
- Resident Usability Testing
- Heatmapping
- After meeting, Revize will provide a detailed project plan that assesses key findings and details.
- Revize will facilitate a follow-up meeting to review project plan and custom functionality needs via web/phone conference

What will be expected from the City?:

- Before kickoff meeting client is required to register in Revize project portal, complete design questionnaire, upload at least 20 preliminary photos, and provide Revize with a kickoff meeting schedule.
- Client representative will be asked to participate in a follow-up meeting to review the project plan

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Project Phase Deliverables: What will be expected from the City?:

Phase 2: Design Mockups/Wireframes

Revize:

- Within (5) five weeks of the kick-off meeting Revize will provide all requested mockups with unlimited revisions
- As deemed appropriate by Revize, additional wireframes may be delivered to provide a view of custom functionality or other areas of the site that are of particular importance. (Intended to focus development efforts later in the project.)
- Revize will provide revisions to each mockup based on the feedback received from the client.
- There will be no limit to the amount of revisions Revize will provide to each mockup.
- Web/phone meetings may be necessary between each round of mockups/wireframes

What will be expected from the City?:

- Within (10) ten business days of acceptance of the first mockup, the client shall provide design feedback/change requests to Revize through the customer portal in a single list. Feedback should be what the client website committee agrees to together. Any lists that have requests that compete with one another may result in delays.
- Revize will return an updated mockup based on that feedback to the client. Delivery time is dependent upon amount and specifics of feedback. Large lists of feedback may take longer. Depending on the number of rounds, this process can cause delays to the timeline.
- When the client considers the mockups final, they will indicate their approval in the Revize project portal
- Based on previous sitemap process overview, Client will decide whether they would like to create a sitemap or whether they would like Revize to create the sitemap. The sitemap should be provided in an excel or word format. Existing pages that client wants to be rebuilt in the new site should be linked with the correct URL and any notes for functionality of the new page. New pages should include a page name and brief description of the page functionality (e.g., freeform page style, staff directory, document center, etc.)

(Next steps cannot begin until main client homepage mockup is approved.)

Phase 3 begins on next page

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Project Phase Deliverables: What will be expected from the City?:

Phase 3 and 4: Revize Template Development & CMS Integration

Revize:

- Mockups will be developed into HTML pages making them clickable and resizable.
- Following HTML Development, Revize will add in the Revize Content Management System which makes the website easily editable.
- Integration of any 3rd party software will begin during this phase

What will be expected from the City?:

- There are zero major tasks assigned to the client at this stage of the project. But, this is an ideal point of the project to be working on a final sitemap and begin writing any new content. Content can be written in MS-Word and provided to Revize. Or, added by the client directly into the beta website after phase 7.

Phase 5: Quality Assurance, Accessibility, & Custom Development

Revize:

- Revize will review all developed assets for functionality. The development team will review functionality, style sheet, and formatting checking for errors and verifying that site matches approved design mockups.
- Any custom needs identified earlier in the project will be executed during this phase and tested for quality assurance.
- ADA programming and beta site review with the client

What will be expected from the City?:

- Much like phase 4, phase 5 does not require much involvement by the client. However, Revize may request an online web meeting to discuss the progress of particular custom development.
- The client may also be asked to review/approve changes that are suggested by Revize for accessibility reasons

Phase 7 begins on next page

Revize Government Websites Proposal

Project Phase Deliverables: What will be expected from the City?:

Phase 6: Site Map Development and Content Migration

Revize:

- Revize will deliver a suggested sitemap, in Excel format, for the website prior to this phase (Unless the client has chosen to create their sitemap). Client and Revize will review and provide updated versions for approval. Pages will be built out one-by-one according to this previously approved sitemap architecture. Pages that are not linked in the sitemap will be created as blank pages.
- Migration includes up to all webpages, documents, and new content up to the relevant amount on the current website.

What will be expected from the City?:

- To avoid delays, the client should plan to approve a sitemap before this phase.
- Any new content that the client would like Revize to add into the website should be provided either directly from the old website, or in an MS-Word like format. Otherwise, the client will have the ability to add new content before go live.
- After migration, the beta site will be provided with built out pages and content for review.

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Project Phase Deliverables: What will be expected from the City?:

Phase 7 & 8: Core Content Editing Training, Beta Site Review, Full Staff Training, Usability Analysis, and Go Live

Revize:

- Revize will conduct a review of the beta site followed by a core team training (smaller group).
- After the beta site review, the client may request tweaks to the functionality of the website.
- Revize will conduct a separate full staff training for all CMS editors virtually.
- The training schedule will include editor training, and administrator training with a question and answer period.
- Results of the user experience testing will be provided to the client for review.
- Any change requests will be reviewed by Revize for feasibility and scope conformance before they are completed.
- Revize will conduct meeting with client IT department before go live to discuss the process and establish pre-go-live checklist (e.g. SSL certificates, redirects, subdomains, etc.)
- Retraining is available anytime after Go Live.

What will be expected from the City?:

- Through the project portal, the client should provide a date and time to conduct beta site review and training.
- After training, the client will complete any final content polishing. This may include adding in different header photos, post migration content, or basic tweaks.
- The client may also request functional tweaks to the site based on their review or results of UX testing
- The client should provide a list of pre-go-live questions to Revize for review and discussion.
- When ready for the site to be pushed live, the client will make a request in the project portal at least 48 hours before desired go-live time. Revize will provide the go-live instructions before that time.

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Ongoing Support and Maintenance

- 8 AM – 8PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage

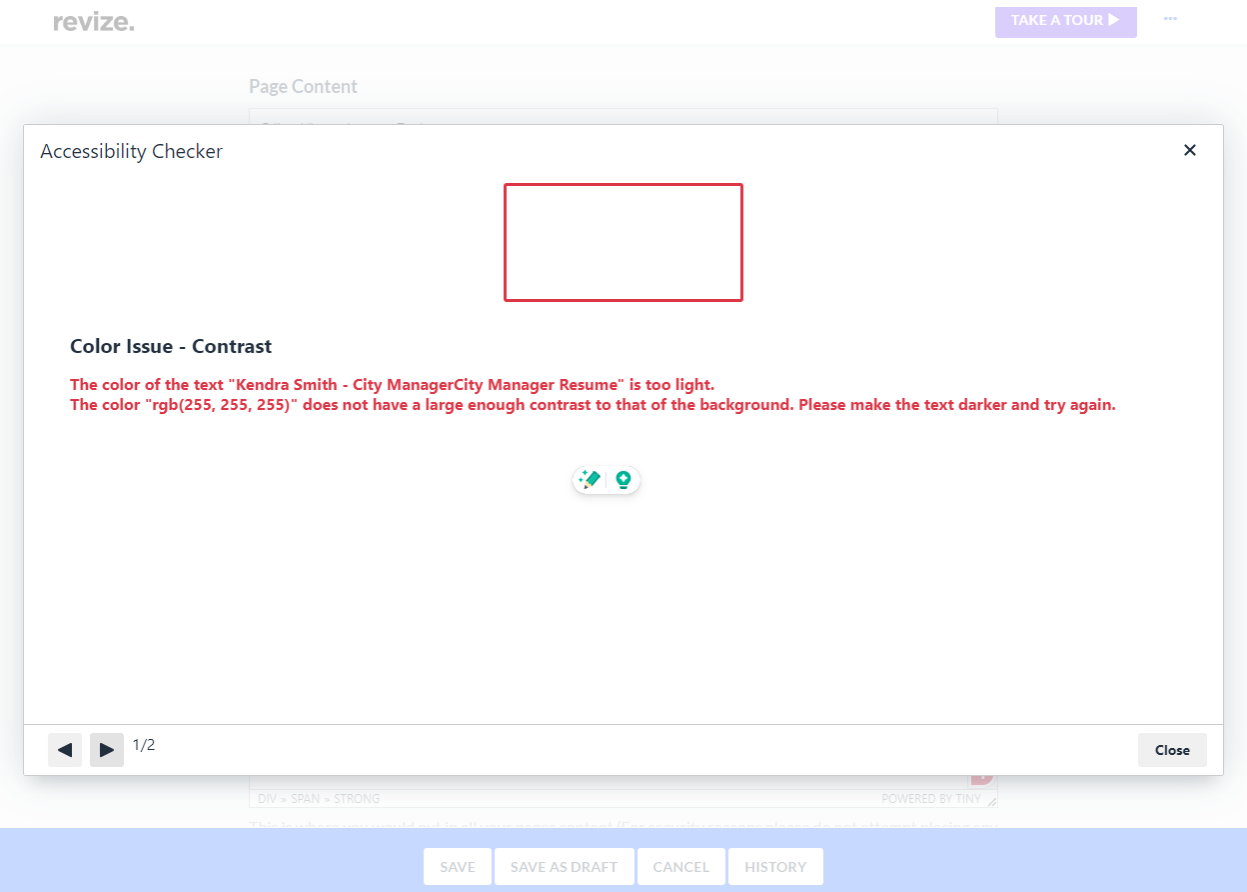


Did you know?

Revize updates your Content Management System an average of 4 times per year!

Website ADA Accessibility

Revize has launched nearly 3,000 websites nationwide, with ADA Accessibility being a top concern of nearly all of our recently launched client websites. Revize will build a highly compliant website to meet WCAG 2.1AA guidelines for accessibility compliance. Revize also includes an accessibility checker within the Revize CMS editor. This utility will alert uses of a suspected accessibility issue. CLIENT is responsible for ensuring posted content is ADA compliant (Docs, PDFs, images, etc).



Domain Transition to .gov

Revize has sheperded many of our clients throguh the transition to a .gov domain name. We will start the process in the Phase 1, planning and development, stages of the process. This will include working with you through choose and applying for your request .gov domain name.

After approval and issuance, Revize will meet with you to develop the pre-go-live and post-go-live laucnh plan. This plan will include a redirect starategy to ensure all relevant URLs are audited and redirected upon go live of the new website. This will help retain built up reputation within search engines and ensure users who have bookmarked your old URL will have a seamless experience.

Third Party Business Partners

Revize does not plan to require the City to work with any third party Revize business partners. We will, of course, integrate your requested third party systems such as bill pay, social media, and any other systems you would like integrated. But, Revize does not have any required third party integrations. This helps us maintain an unbiased persepective allowing us to build the best website possible.

Security Measures

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
 - Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



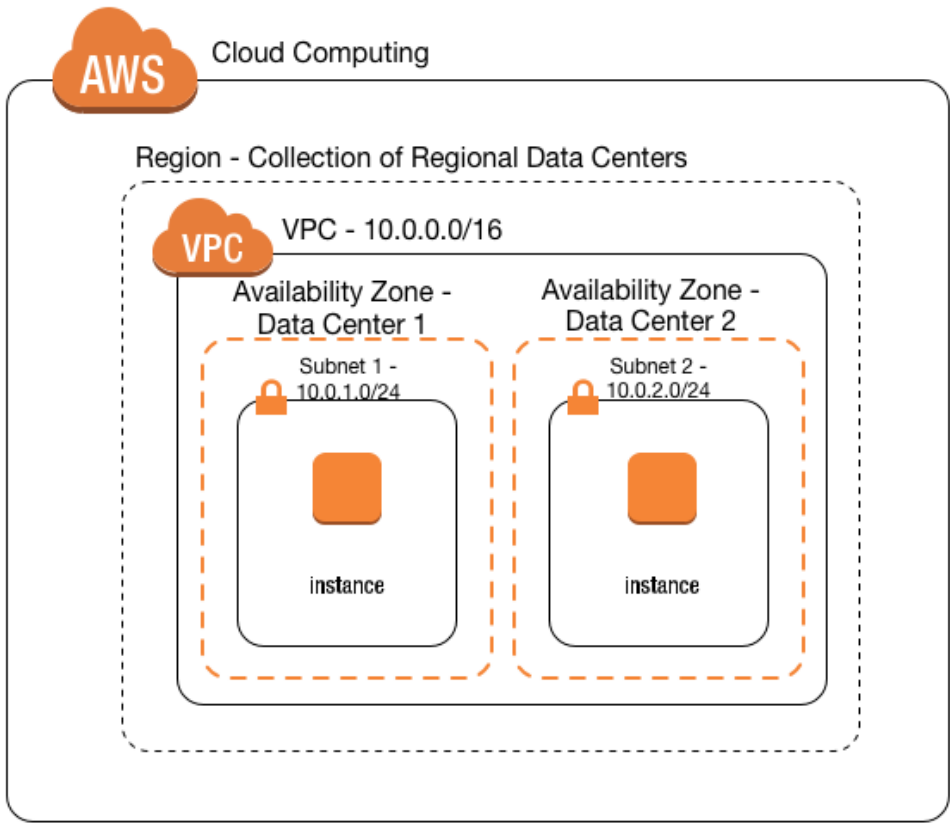
Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!

Backup and Disaster Recovery

Revize uses Amazon Web Services (AWS) Hosting Infrastructure that is offered in multiple Regions in the United States and around the World. Each Region is a separate geographic area completely isolated one from another. AWS Regions are connected to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency when compared with the public internet

A region has multiple, isolated locations known as Availability Zones (AZ). Availability Zones are inter-connected through low-latency links. A Virtual Private Center (VPC) spans across multiple availability zones.



Revize Web Sites are hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of

Revize Government Websites Proposal

Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.

Disaster Recovery:

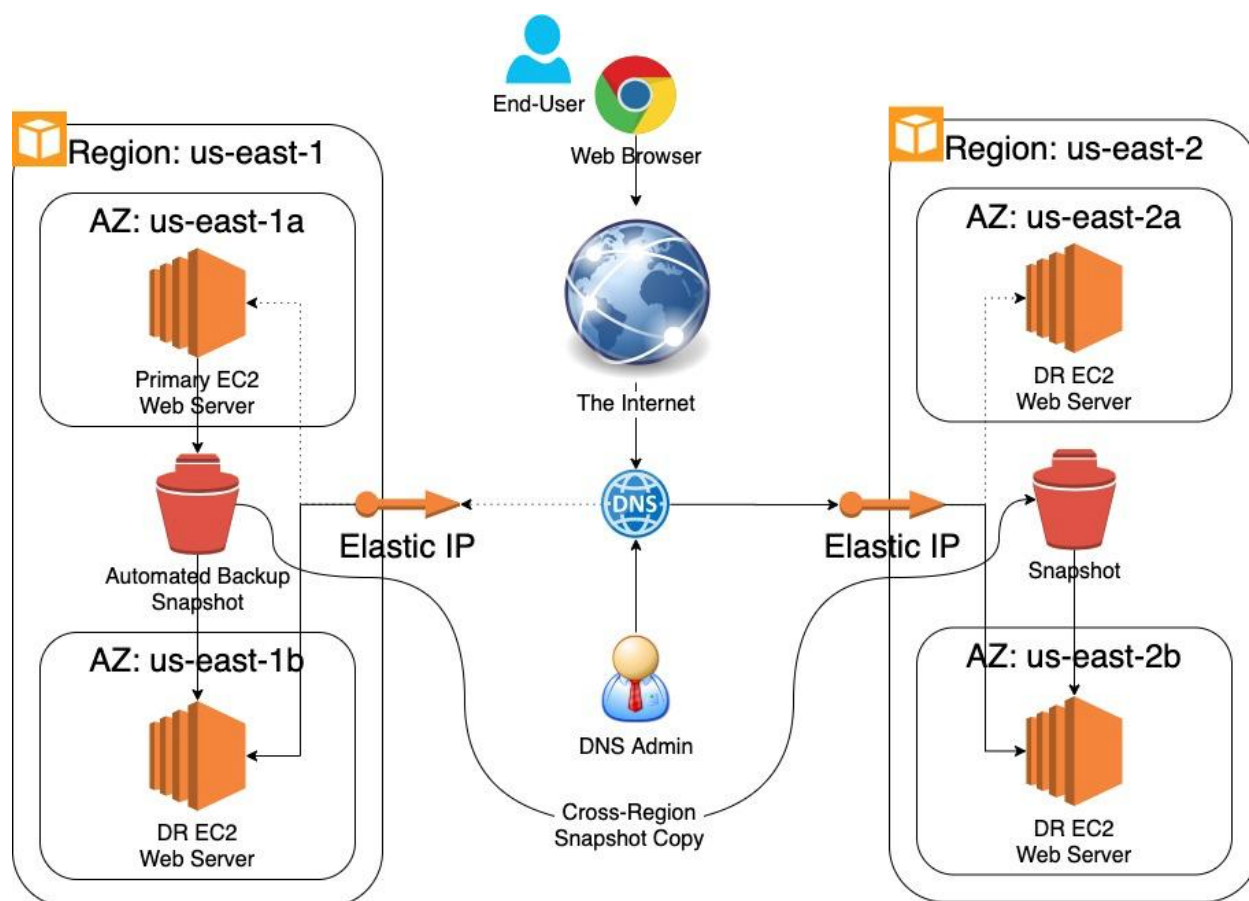
Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) is backed up on every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.

Revize Government Websites Proposal



Revize Disaster Recovery Infrastructure Diagram. AZ stands for Availability Zones

Revize Government Websites Proposal

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

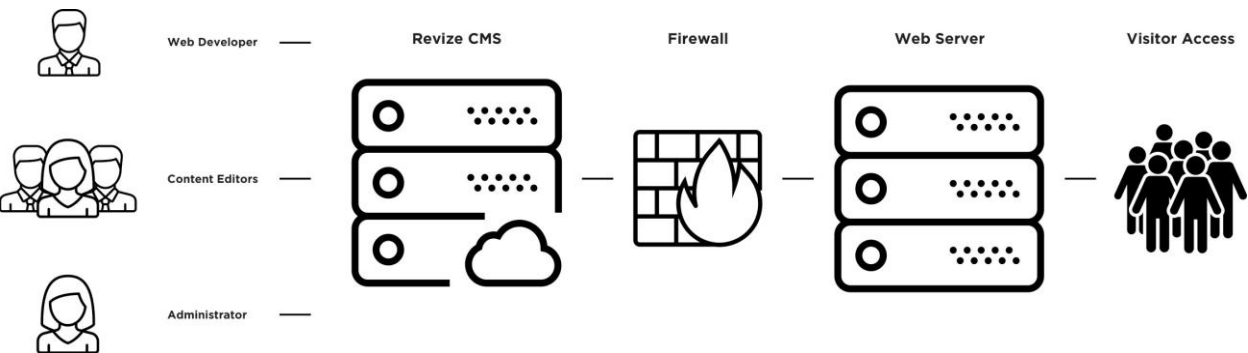
“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Performance Optimization

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM

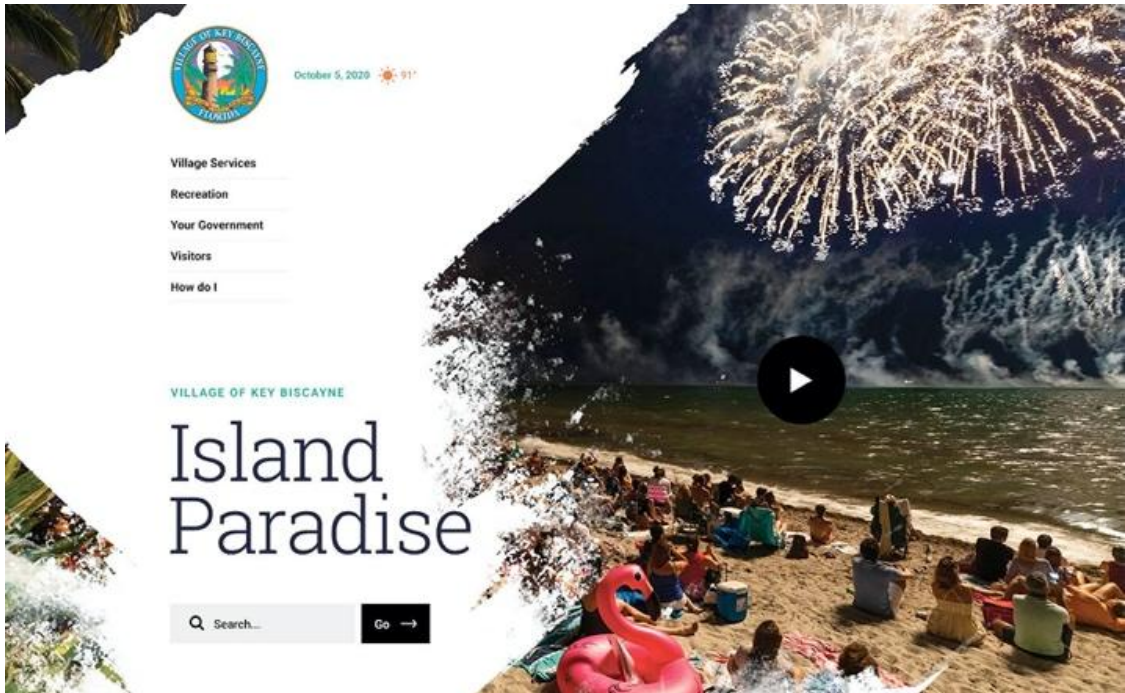


“Security, Performance, Redundancy”

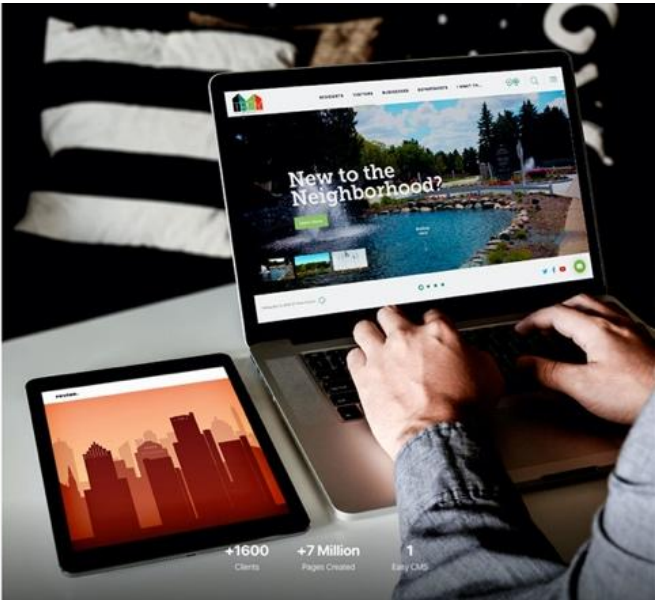
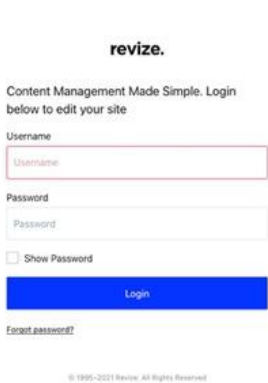


Revize Government CMS User Interface

1. Revize CMS User Interface Home Page



2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.

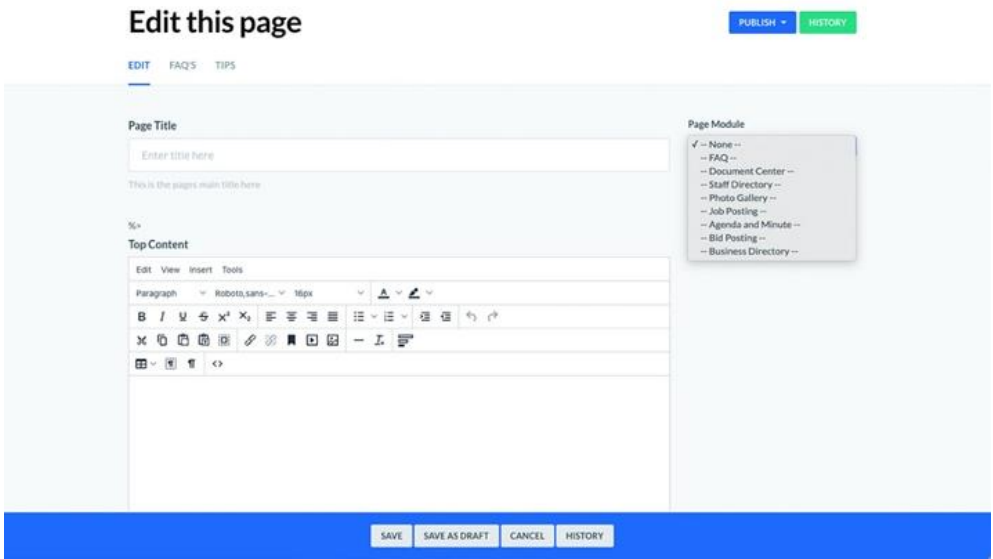


Revize Government Websites Proposal

3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



4. The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a “Word Like” editor.



After the page is “saved”, the page can be sent to an approver for review or immediately published to the web site.

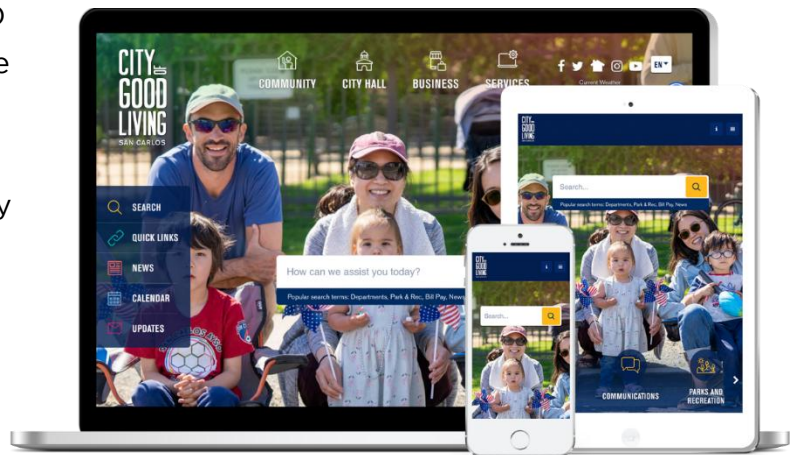
Search Engine Optimization

Revize will code your website to be search engine optimized to the latest standards. This includes adding the “last updated” field to your pages and ensuring page titles and descriptions are easily captured by the search engines. While it is not required for an effective SEO strategy, we also give our clients the option to adjust those automated tags.

Recently, the major search engines such as Google and Bing have made the content on the page much more relevant to their page ranking algorithm. Gone are the days of simply adding keywords into pages in an attempt to game the algorithms. Therefore, we are working on a content suggestion tool that will be incorporated to the CMS. This tool will help your editors write content that is simple, clear, and concise. Great for SEO!

Mobile Responsiveness

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.



Tab F: Cost Proposal

Phase	
Phase 1: Kickoff Meeting and Discovery (project planning/analysis)	
Phase 2: Design Mock-ups/Wireframes (City Main Site and Up to 5 Subsites)	
Phase 3 and 4: HTML Template Development & Revize CMS Integration	
Phase 5: Quality Assurance, Accessibility, & Custom Development	
Phase 6: Site Map Development and Content Migration	
Phase 7 & 8: Core Editor Training, Beta Site Review, Full Staff Training, and Go Live	
Revize Annual Software Subscription, Tech Support, CMS Updates, and Website Hosting, pre-paid annual fee, Unlimited Users, Unlimited GB website storage, Includes Service Level Agreement:	
Grand Total First Year	\$139,100
Annual Fee	\$19,300/Year

Payment Options

Revize provides a free website redesign during year four of service!

Optional Payment Plan – The Revize Client First Plan

The Revize Client First Plan offers local governments an alternative payment plan that makes it easier to purchase a new website on your budget and spreads the one-time project design and development costs over a longer period of time.

Through a minimum three-year contract, The Revize Client First Plan dramatically lowers the one-time project development and start-up costs of launching a new website. What Revize does is combine the one-time and recurring fees and spreading them over the life of the contract. And because we value our continuing relationships with our customers, those who extend their contract beyond the three-year minimum will receive a redesign at the end of their fourth year with Revize Free of Charge.

Optional Payment Plan – Three Year Payment Breakdown – Interest Free

Year 1:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 2:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 3:	1/3 rd of project costs + Annual Hosting, Support, Maintenance
Year 4:	Annual Hosting, Support, Maintenance (Optional) Includes Free Redesign

Revize Government Websites Proposal

Tab G: Required Statements/Documents

If approved for this project Revize will notify City of any expected changes in designated staff listed above.

In addition, as certified below Revize does not knowingly have any explicit or perceived conflict of interest with the City as of the date of this proposal.

We are confident that we will be able to fulfill the requested insurance requirements. While the Revize CMS and some of our methodologies are proprietary. We do not require anything in this proposal be deemed proprietary.

Revize Government Websites Proposal

Attachment B Levine Act Disclosure Statement

Attachment B**LEVINE ACT DISCLOSURE STATEMENT**

(The completed form submitted to the City of Roseville is a public record.)

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any "Officer" (elected or appointed officer, any alternate thereto, and any candidate for elective office) from participating in any consideration or action related to a proceeding if they receive political contribution(s) from a party, or its agent(s), totaling more than \$250 within the previous twelve (12) months, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract"). For additional information: https://www.roseville.ca.us/government/departments/city_clerk/transparency/levine_act.

City Officers are listed at the following sites:

- The Members of City Council - https://www.roseville.ca.us/government/city_council/meet_council
- Boards & Commission Members - https://www.roseville.ca.us/government/boards_commissions

Parties and their Agents are responsible for reviewing and disclosing their applicable contributions to City Officers on the record of a proceeding.

1. Have you or your entity, or any agent on behalf of you or your entity, made any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months preceding the date of the submission of your license, permit, or contract, or the anticipated date of any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ☐ NO ☒

If yes, please identify the City Officer(s): _____

2. Do you or your entity, or any agent on behalf of you or your entity, anticipate or plan to make any political contribution(s) totaling more than \$250 to any City Officer in the twelve (12) months following any City Council, Board, or Commission consideration or action related to this license, permit, or contract?

YES ☐ NO ☒

If yes, please identify the City Officer(s): _____

Answering yes to either of the two questions above does not preclude the City of Roseville from considering and/or taking action on a license, permit, or contract. It does, however, potentially preclude the identified City Officers from participating in consideration of and in taking any actions related to the license, permit, or contract. Please accurately complete and sign this form, under the penalty of perjury:

8/5/2024 Akshaya Ray - Owner/CEO Revize LLC
 (Date) (Printed Name/Title of Authorized Representative) (Name of business/legal entity)


 (Signature)

You must submit a supplemental form if you make any new reportable contribution(s) while the contract, license, permit, or other entitlement is being considered. If this form has not previously been submitted in connection with a contracting, licensing, entitlement or permitting process, please provide the completed form to the Office of the City Clerk for appropriate departmental routing, at: City Clerk, 311 Vernon St., Roseville, CA 95678, CityClerkRoseville@roseville.ca.us

Attachment D Noncollusion Declaration

Attachment D

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Owner of Revize LLC, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/05/24 [date], at Troy [city], MI [state].


Anthony Ray (Aug 5, 2024 14:43 EDT)

(Signature of Declarant)

Tab H: Exceptions

Revize has reviewed the RFP in full and claims no major exceptions or deviations. In some cases, we may propose alternatives. Where possible, we have noted those throughout our proposal.

It should also be noted that every project is unique and adapts along the way. The city may find it necessary to change a requirement during the project. This is a normal occurrence in projects like this. And Revize is well positioned to handle these likely, mid-project, changes or deviations from the RFP.

Tab I: Competency of Proposer

As of the date of this proposal, to the best of the preparer's knowledge, Revize does not have any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures filed or resolved in the past 7 years.

As with any vendor with as many clients as Revize, while exceedingly rare, we have had some clients agree to mutually terminate a contract according to the agreements detailed within those contracts. While each scenario is different, the most common reason for a contract termination is new staff coming in after the project has started, with the client simply wanting to try another vendor. We get many new clients leaving other vendors for this reason as well. Revize takes pride in our work and intends to deliver as much value to each of our clients within the scope, timeline, and costs agreed upon.

Revize Government Websites Proposal

Included Features

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Citizen Connect (Community Blog)
- Curated "Smart Search"
- Online Interactive Forms with Bookables (Public Records Request App)
- Online Bill Pay
- Public Service Request System
- RSS Feed

Revize Government Websites Proposal

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

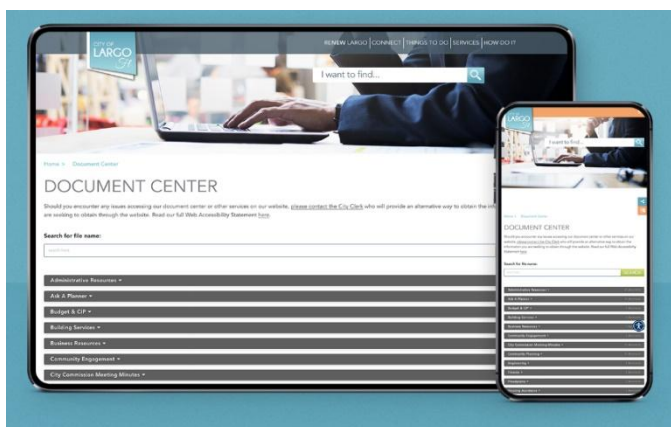
Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

Citizen's Communication Center Apps

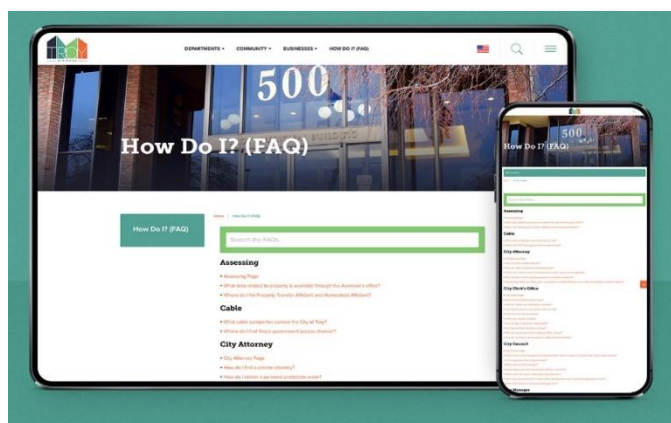
DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks -- and you won't incur any printing or postage costs.



FAQ

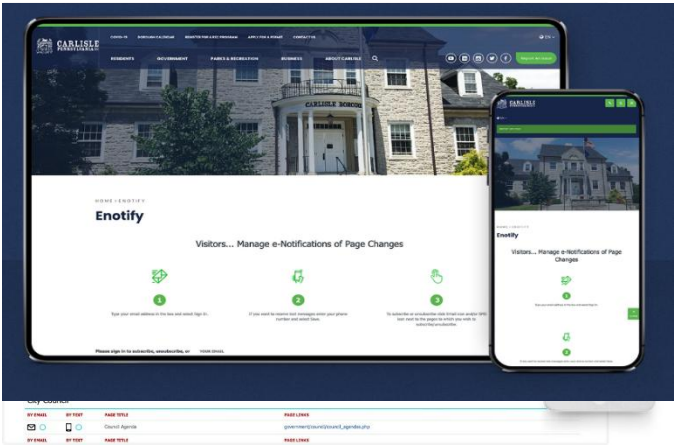
FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!



Revize Government Websites Proposal

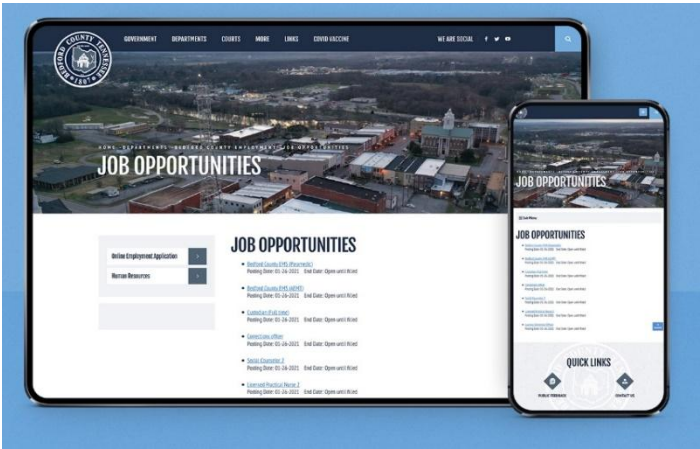
E-NOTIFY

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



JOB POSTING

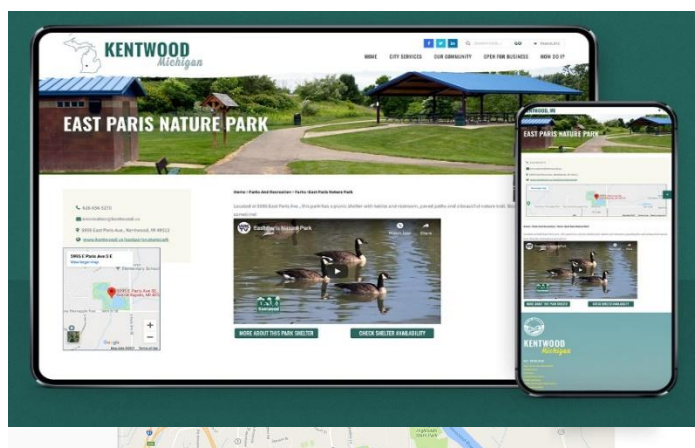
Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.



Revize Government Websites Proposal

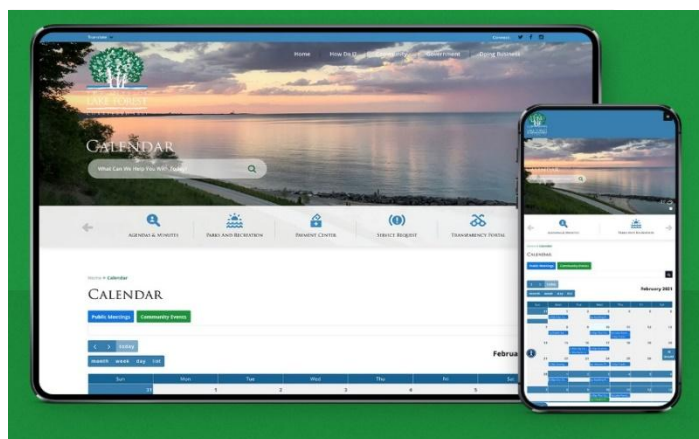
INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them to navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.



CALENDAR APP

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.



NOTIFICATION CENTER

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

BID POSTING

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

NEWS CENTER WITH FACEBOOK INTEGRATION

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

ONLINE FORMS

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

Revize Government Websites Proposal

QUICK LINKS

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs. Examples for users: Where do I... Get Registered for Summer Camp
Where do I... Get a Marriage License.

SHARING APP

Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.

SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions.

TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.

Citizen's Engagement Center Apps

PUBLIC SERVICE REQUEST APP

This app allows residents to submit requests based on a map view. Each time an issue is submitted, a staff member will receive an email notification. From there they are able to respond directly to the requests. Photo submission, automatic escalation, mobile app integration, and archived reporting make this one of our most powerful features!

CITIZEN REQUEST CENTER

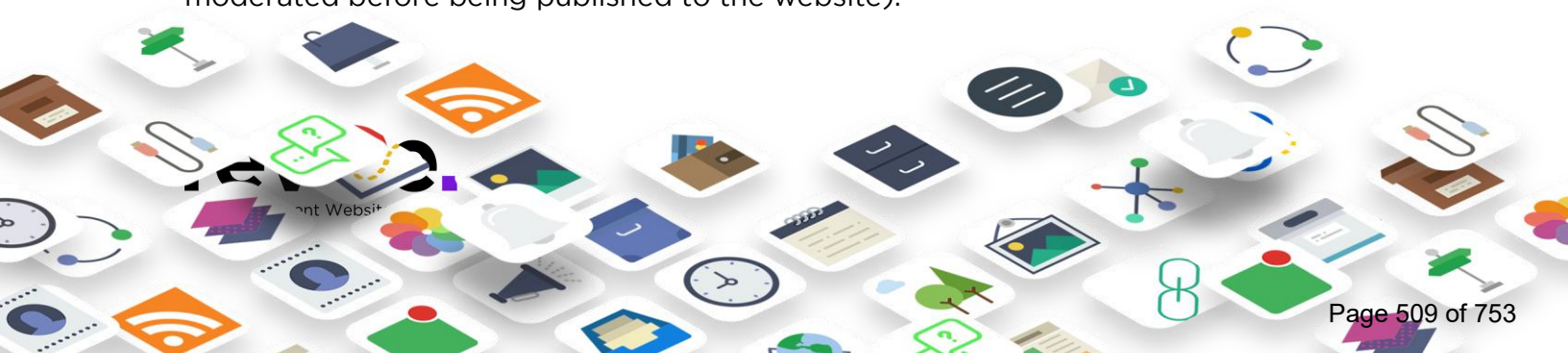
This app allows customers, residents, participants, students, or any website visitor to post requests online. By the use of a drop down menu, individuals can forward the request, idea, or comment to the party of interest. That item is then forwarded via email to the proper recipient. You can add or delete department names as well as individuals in the drop down menu at any time. Captcha is integrated to ensure each request is genuine and not a spam.

PUBLIC RECORDS REQUEST TRACKER

This app allows public to order copies of the public records maintained by a municipality. The request is routed to the record custodian within a department and automated response is generated with a unique tracking number. The system allows the full tracking, correspondence and online handling of all types of public record request. The record request form is very flexible and customizable for every municipality.

CITIZEN CONNECT

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).



Revize Government Websites Proposal

PARKS RESERVATION

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

ONLINE BILL PAY

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

RSS FEED

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps

AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

IMAGE MANAGER

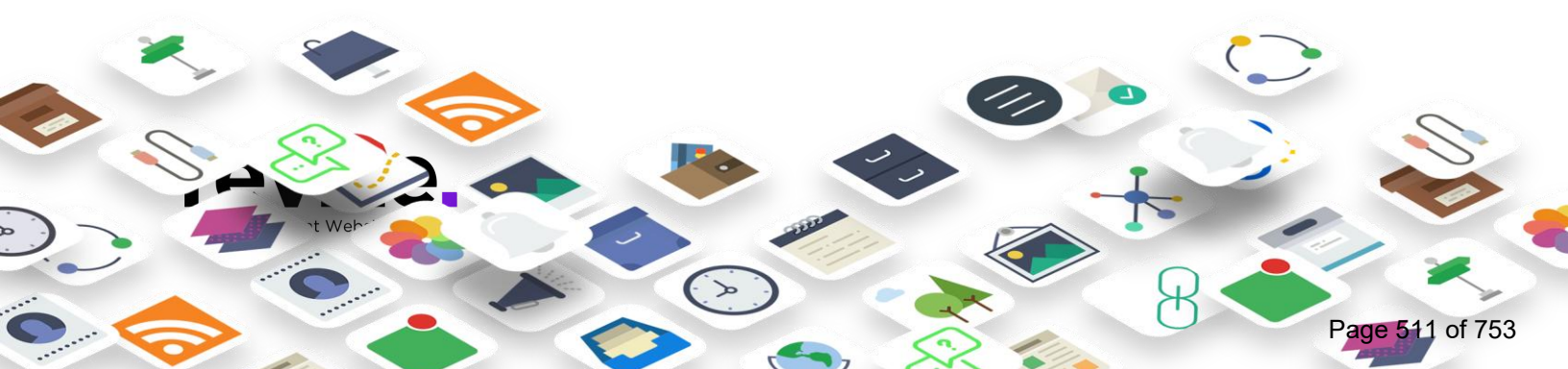
Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.

Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.



Revize Government Websites Proposal

AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

WEBSITE STATISTICS

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.

WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”



Did you know?

Revize installs new features into your content management system on a rolling basis!

Mobile Device and Accessibility Apps

ALT-TAGS

Use of alt tags for images, a required part of the Revize CMS image manager feature, allows vision impaired individuals to understand the content of the image.

FONT SIZE ADJUSTMENT

Provides the ability for users to change font size by clicking button to reach their desired size. Helps those with low vision to easily read information on your website.

RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.

Revize Government Websites Proposal



Thank you
For Considering Revize

Prepared by Thomas J. Jean
150 Kirts Blvd. Troy, MI 48084
Ph: 248-269-9263 x8035 Fax: 866-346-8880
www.revize.com



Revize Web Services Sales Agreement

This Sales Agreement is between The City of Roseville, California (“CLIENT”) and Revize LLC, aka Revize. Federal Tax ID# 20-5000179 Date: 5-12-2025

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Roseville</u>	Revize
Company Address:	<u>311 Vernon St.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Roseville, CA 95678</u>	Troy, MI 48084
Contact Name:	<u>Sydney Finch 916.746.1175</u>	248-269-9263
Billing Dept. Contact:	<u>SMFinch@roseville.ca.us</u>	
CLIENT Website Address:	<u>www.roseville.ca.us</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Phase 1: Kickoff Meeting and Discovery/Project Planning: • Project portal setup, kickoff questionnaire, optional online survey • Kickoff meeting with web committee and optional individual department meetings with “Key findings” report provided • Ongoing project management through go-live	
Phase 2 – Design Mockups/Wireframes: • 1 mockup with unlimited revisions • Home page and inner page design • Up to five (5) subsites	
Phase 3 & 4 – HTML Development & Revize CMS Integration: • HTML development and CMS integration to all approved mockups • Integration with all 3rd party web applications (CITIBOT, utility billing, etc.)	
Phase 5 – Quality Assurance Testing, Accessibility, & Custom Development (Ongoing thru go live): • QA post-HTML/CMS integration and post-migration content QA • WCAG 2.1 compliance review (completed during phases 7 & 8) • Begin buildout of any previously identified custom features	
Phase 6 – Sitemap Development and Content Migration: • Sitemap development and content migration from – up to 3,000 webpages and documents • Includes post-migration site review with CLIENT option to provide page-by-page approval/tweak requests	
Phase 7 & 8 –Core Editor Training, Beta Site Review, Full Staff Training, & Go Live: • Single Sign-on integration using PingFed/PingID • Initial virtual training with CLIENT power users followed by full staff training. • Unlimited retraining included at no additional cost subject to Revize availability • Assistance with transition to.gov, including 301 redirecting of City-identified old URLs. • Includes 60-day post-go-live “burn-in” period, allowing for up to 50 custom development hours for requested tweaks	
Grand Total First Year	\$139,100.00

Annual Services:

1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, Bandwidth Allowance ¹ , SSL Certificate, Ongoing WCAG Review/Remediation, pre-paid annual fee:	\$19,300.00
1	Revize AI ChatBot • Up to 20,000 monthly queries and unlimited trained pages/documents • Backend dashboard access with Client ability to manually retrain pages • Weekly automatic retrain • Color, text, and position customized by Revize (1 revision) • Ability to train external websites	\$4,900.00

¹ See term 18 on page 4 of this agreement**AGREED TO BY:****CLIENT****REVIZE****Signature of Authorized Person:**

Name of Authorized Person:

Thomas Jean**Title of Authorized Person**

Project Manager**Date:**

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Payment Schedule

Payment Amount	Payment Date (Net30)	Includes
\$ 34,775.00	Contract Execution	25% 1 st Year Project Costs
\$ 69,550.00	Completion of Phase 4	50% 1 st Year Project Costs
\$ 34,775.00	Completion of Phase 7 (Payment Due Upon Website and Internal Site Go Live)	25% 1 st Year Project Costs
\$ 4,900.00	Upon Website Go Live	Year 1 Revize AI ChatBot
\$ 19,300.00	1 Year Anniversary of Initial Contract Execution	Year 2 of Annual Hosting, Maintenance, Support, and WCAG Review
\$ 4,900.00	1 Year Anniversary Website Go Live	Year 2 Revize AI ChatBot
\$ 19,300.00	2 Year Anniversary of Initial Contract Execution	Year 3 of Annual Hosting, Maintenance, Support, and WCAG Review
\$ 5,145.00	2 Year Anniversary Website Go Live	Year 3 Revize AI ChatBot
\$ 20,650.00	3 Year Anniversary of Initial Contract Execution	Year 4 of Annual Hosting, Maintenance, Support, and WCAG Review
\$ 5,402.00	3 Year Anniversary Website Go Live	Year 4 Revize AI ChatBot
\$ 20,650.00	4 Year Anniversary of Initial Contract Execution	Year 5 of Annual Hosting, Maintenance, Support, and WCAG Review
\$ 5,672.00	4 Year Anniversary Website Go Live	Year 5 Revize AI ChatBot
\$ 20,650.00	5 Year Anniversary of Initial Contract Execution	Year 6 of Annual Hosting, Maintenance, Support, and WCAG Review*
\$ 5,955.00	5 Year Anniversary Website Go Live	Year 6 Revize AI ChatBot*
\$ 22,400.00	6 Year Anniversary of Initial Contract Execution	Year 7 of Annual Hosting, Maintenance, Support, and WCAG Review*
\$ 6,253.00	6 Year Anniversary Website Go Live	Year 7 Revize AI ChatBot*
\$ 22,400.00	7 Year Anniversary of Initial Contract Execution	Year 8 of Annual Hosting, Maintenance, Support, and WCAG Review*
\$ 6,566.00	7 Year Anniversary Website Go Live	Year 8 Revize AI ChatBot*

*Client option to renew for an additional three (3) years

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Five-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
14. Revize requires a 60-day written termination notice in advance before the next annual renewal date
15. CLIENT agrees that AI ChatBot annual fee may need to increase in addition to the scheduled increase due to industry changes or an increase in monthly queries. Revize will inform CLIENT before annual renewal if the rate will increase. No additional charges beyond those listed in payment schedule will be required without CLIENT written consent.
16. CLIENT agrees and understands that the Revize ChatBot provides responses to user inputs using the content CLIENT has trained to the ChatBot. If content trained does not contain relevant information, the ChatBot will not output an accurate or complete response. CLIENT agrees and understands inaccurate/incomplete responses may be common with current chat bot technologies even if trained content is relevant.
17. Revize and CLIENT agree to meet current and future WCAG compliance standards as required by The United States Department of Justice. Future compliance standards beyond WCAG 2.1 may require additional design, development, or consulting work.
18. Bandwidth limitation is set at 150% of the highest three-month average bandwidth usage for year one of service post-go-live for the website and intranet. Websites will remain live even if traffic exceeds this limitation due to temporary, legitimate spikes in traffic, such as City events, emergencies, news, etc. If traffic exceeds the limitation significantly for any three-month period, and Revize believes this traffic increase is likely permanent, Revize will investigate the cause and provide details to CLIENT. Both parties agree to work in good faith to tweak the website to remain within bandwidth limitations or amend this agreement to provide adequate bandwidth resources. Revize will not charge any additional fees without the written consent of CLIENT.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Curated "Smart" Search
- Online Interactive Forms with Bookables
- Public Service Request App
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

WCAG Scan and Remediation Service Terms

1. With the agreed-upon allocated development hours, Revize will remediate the website with the goal of meeting the WCAG 2.1AA guidelines for accessibility compliance. Revize will start with what it deems are the most significant issues unless otherwise instructed by CLIENT.
2. This agreement includes two (2) scans per year and a cap of ten (10) remediation hours per year. Additional development hours may be necessary to complete remediation to the CLIENT's satisfaction. Additional development hours may be requested at a rate of \$125 per hour.
3. If PDF remediation is included in this agreement, it will be completed within approximately 5-7 business days depending on the number of complexity of PDFs.
4. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
5. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50
6. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc. Issues created after periodic scan and remediation has been completed are the CLIENT's responsibility and will not be remediated until next scheduled Revize scan.
7. Revize also includes an accessibility checker within the Revize CMS editor to assist CLIENT in avoiding some WCAG compliance issues.

Service Level & CMS License Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The City of Roseville, California (known in this agreement as *Client*) and *Revize LLC.*, for support services to be provided by *Revize LLC.* to *Client* and, thereby ensuring a timely and efficient support service is available to *Client* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Revize LLC.* and *Client* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *Client* achieves the provision of a high quality of service for end users with the full support of *Revize LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Revize LLC.* and the level of service which can be expected by *Client*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Revize LLC.* requires *Client* to extract from end users prior to *Revize LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data
8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Period of Agreement

This agreement will commence on the date specified in this following the acceptance by both parties and will continue until terminated.

Either party hereto may terminate this Contract upon giving thirty (30) days' written notice to the other in the event that such other party substantially fails to perform its material obligations set forth herein. This Contract may be terminated by the *Client* without cause upon thirty (30) days' written notice to *Revize LLC.* In the event of such a termination without cause, the *Client* shall pay *Revize LLC.* for all services rendered prior to the termination, plus any reasonable expenses incurred and unpaid which would otherwise be payable hereunder. In such event, *Revize LLC.* shall promptly submit to the *Client* its invoice for final payment.

1.4 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *Client* and Revize LLC.. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.5 Representatives

Client and Revize LLC. nominate the following representatives responsible for the monitoring and maintenance of the service agreement:

<i>Client:</i>	<i>Sydney Finch – Business Analyst</i> <i>(916) 746-1175</i>
<i>Revize LLC.:</i>	<i>Joseph Nagrant –</i> <i>Business Development Director</i> <i>248-269-9263</i>

1.6 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *Client* and Revize LLC. **This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement.** In the event of a discrepancy between actual and targeted service levels both *Client* and Revize LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *Client*. If *Client* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Revize in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

Client Responsibilities

2.1 Functional Overview

The purpose of this section is to detail the *Client* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *Client's* contracted services with *Revize LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *Client* business hours.
- Extracting information from end users as per *Revize LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Revize LLC*. as per method detailed in section 4
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the client as per Section 2.3 of this document. The support level refers to the *Client* guide for support available as illustrated in Section 2.3 of this document. *Client* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *Client* or *Revize* customers, natural disasters, acts of god, etc.

Table 2.2 - Response Priority

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

2.3 Client Guide for Support (Report Method Details) – Fault Matrix

Crisis:

- Crisis issues are issues that make your website completely inoperable. In this case you should call our tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

Urgent:

- Urgent issues are issues that render your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.revize.com
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

Critical:

- Critical Issues are issues that deny you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

Normal:

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal www.support.revize.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Request for Service:

- Requests for service are completed with the mindset that we do not “nickel and dime” our clients. Your annual maintenance agreement includes requests for service CLIENT may not be able to create themselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and (in some situations) custom applications. Revize will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.revize.com. If there is no charge, Revize will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *Client* and *Revize LLC.*

The indicated response time represents the maximum delay between a fault/request being reported to the *Revize LLC.* and a *Revize LLC.* representative contacting the *Client* by telephone or through the customer portal. The purpose of this contact is to notify the client of the receipt of the fault/request from *Client* and provide the client with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the client, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived “quick fix” to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Revize will provide an estimated time of resolution upon initial report from the client. If, after further investigation, Revize determines the expected time to significantly change, Revize will contact the client to discuss the details and new suspected time frame

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *Client* using software of their choice. If *Client* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Revize LLC.* of the issue.

Upon resolution of downtime issue, if *Client* suspects the 99.99% was not met, *Client* agrees to provide information to *Revize LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Revize LLC.* review and concurring thereof *Revize LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *Client.*

2.5 Website Application Availability Credit Table

Table 2.5 – Website Application Availability Credit Table Website Application Availability %		Credit % for Monthly Portion of Annual Services Fee
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

3. Revize LLC. Responsibilities

3.1 Functional Overview

Revize LLC. is a provider of computing software maintenance service and support to the *Client*.

3.2 Hours of Operation

A *Revize LLC.* representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *Client*. The Revize Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Revize does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Revize LLC.* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Revize LLC.* will accept the priority assigned to a fault by *Client*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Revize LLC.* will respond within the time specified by the priority allocation. *Client* will issue reports as and when required to the *Revize LLC.* Support staff for the purpose of gauging *Revize LLC.* performance.

3.4 Website Application Availability

The *Revize LLC.* agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Revize LLC.* will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. Eastern Standard Time. Client may request other updates/features that necessitate downtime as well. *Revize LLC.* will notify client when expected downtime is greater than 15 minutes.

4. Supported Products/ Applications/Systems

4.1 Software Support Services

Software Products Supported:

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:**Live Phone Support:**

248-269-9263

Customer Portal:www.support.revize.com**Email (Unofficial Channel):**Support@revize.com

Priority Assignment Criteria:

As assigned by the *Client* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Revize LLC.*, as described in Section 2.4 of this document, to the client as detailed on the *Client* Fault Report Form.

Method of Fault Referral:

- Customer Portal transmission of *Client* Fault Report Form by *Client* staff to *Revize LLC.* At support.revize.com
- Telephone contact by *Client* operator.

4.2 Information to be provided by Client for Timely Response:

- Complete description of issue
- Time estimate of when client started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

Method of Return of Resolved Faults:

Immediately following actual resolution of each individual fault/request a *Revize LLC.* representative will notify *Client* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Revize LLC.* will provide *Client* with details of resolution.

Other (Details):

Revize LLC. maintains a real-time project support portal where fault issues can be reported by the *Client*. This portal can be found at support.revize.com where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by *Revize*.

Although each issue is updated when key objectives are met, *Client* may request an update at any time. When *Client* has issues outstanding in this portal, they will check in at least once per week to answer any follow up questions from *Revize*. If there are no outstanding issues this is not required. For a general update request, *Client* will make request notating each outstanding fault they would like an update on. *Revize* will respond with details of current status and return the report to *Client* within 72 hours of receipt of the report.

5. Revize CMS License

5.1 Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited. Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Title:	Sierra View Country Club Project - Notice of Completion
Contact:	Daniel Jacobo 916-774-5486 djjacobo@roseville.ca.us

SUMMARY

Staff recommends that the City Council accept the Sierra View Country Club project as complete and adopt a resolution to authorize the City Engineer to execute the Notice of Completion. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution accepting Sierra View Country Club, CWJ#190779 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Daniel Jacobo, Senior Construction Inspector

Mike Isom, Development Services Director

ATTACHMENTS:

1. Resolution 25-177
2. Notice of Completion Sierra View
3. Exhibit A_Map_EN21-0938_SierraView_CntryClub

4. 302-962 Final Map

REVIEWERS:

Daniel Jacobo, Development Services Department - Engineering Division	Created/Initiated - 5/13/2025
Marc Stout, Development Services Department - Engineering Division	Approved - 5/14/2025
Mike Isom, Development Services Department	Approved - 5/14/2025
Gretchen Hakala, City Attorney Department	Approved - 5/20/2025
Katrina Six, City Clerk Department	Approved - 5/21/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/22/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-177

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS Sierra View Country Club PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra View Country Club is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 70 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra View Country Club Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert General Engineering.

The surety on said project was _____

The Ohio Casualty Insurance Company Bond # 38K010368.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

I, Marc Stout, being first duly sworn, depose and say: I am the City Engineer of the City of Roseville, a municipal corporation in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Roseville. I have read the Notice of Completion and know its contents and the facts stated therein are true.

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

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

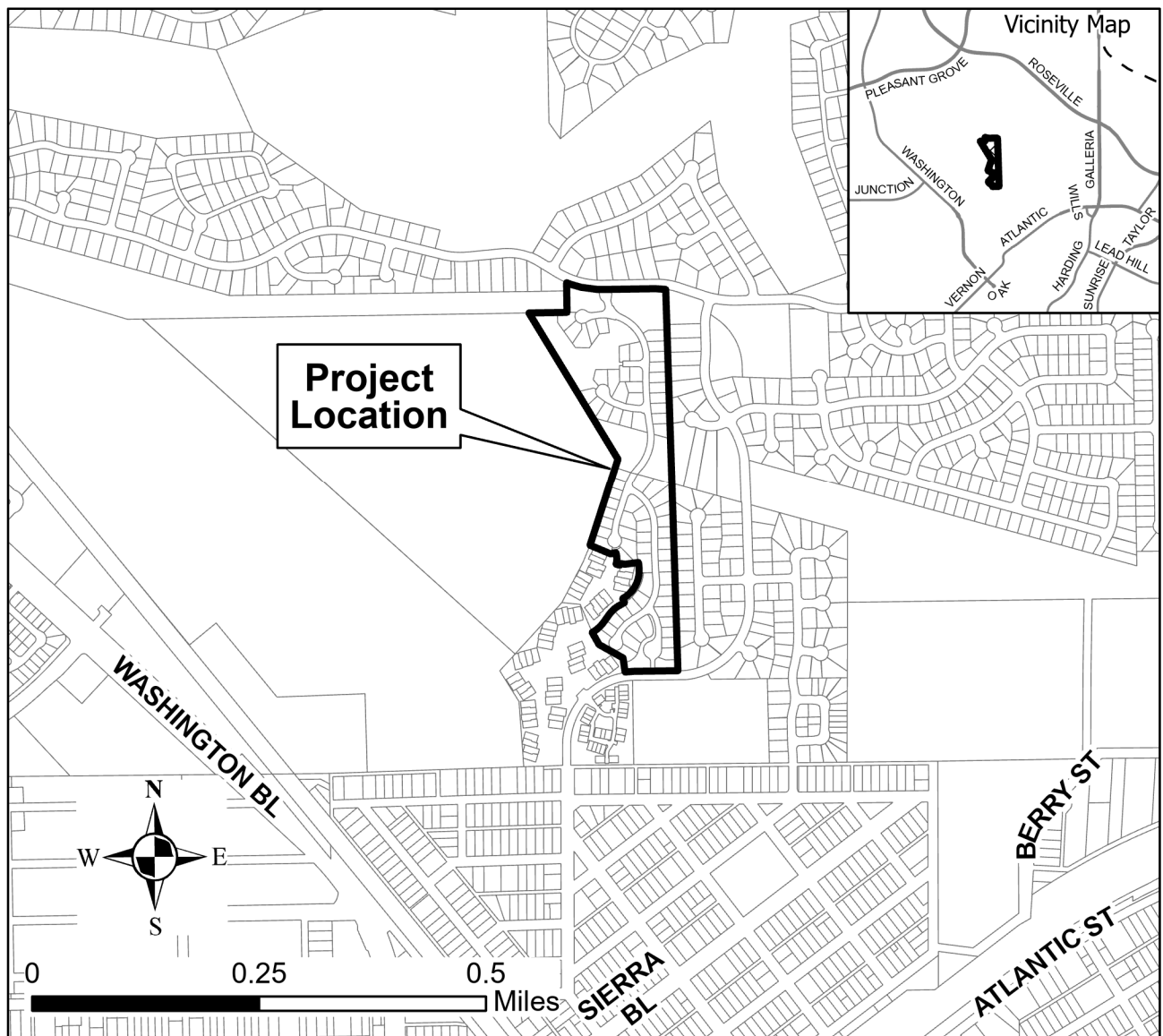
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A: Location Map

City of Roseville Sierra View Country Club



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO WATER AND GAS PIPES, SEWER PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS E AND L AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO LOT L AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE AREAS AS SHOWN HEREON AND DESIGNATED "D.E." (DRAINAGE EASEMENT).
- (C) EMERGENCY ACCESS EASEMENT FOR THE INGRESS AND EGRESS OF EMERGENCY SERVICE VEHICLES ON, OVER AND ACROSS LOT L (PRIVATE ROAD) FOR USE BY PUBLIC, CITY, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTERS, AS SHOWN HEREON AND DESIGNATED "E.A.E." (EMERGENCY ACCESS EASEMENT).

END OF PUBLIC DEDICATIONS

THE UNDERSIGNED HEREBY DECLARE THE FOLLOWING:

1. PRIVATE STORM DRAINAGE EASEMENTS (P.S.D.E.) FOR DRAINAGE PURPOSES AND USES APPURTENANT THERETO, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION AND MAINTENANCE OF GRAVITY FLOW OR PRESSURE PIPE, OR OPEN DRAINAGE CHANNEL, AND STORMWATER QUALITY ENHANCEMENT FACILITIES UPON, OVER, UNDER AND ACROSS THOSE AREAS SO DESIGNATED ARE HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION (OR ITS SUCCESSOR IN INTEREST).

SVCC 75, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
NAME: MARTIN Z. ZIEGLER
TITLE: MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON September 11, 2023 BEFORE ME, Karen Headley, A NOTARY PUBLIC
PERSONALLY APPEARED Martin Z. Ziegler
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] Karen Headley
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY
MY COMMISSION EXPIRES: Oct. 16, 2026 MY COMMISSION NUMBER: 2417334

SURVEYOR'S STATEMENT

THIS MAP OF "SIERRA VIEW COUNTRY CLUB" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WP SIERRA VIEW, LLC, IN FEBRUARY 2021, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.
Pedro Jarquin
PEDRO JARQUIN, PLS 8268
EXPIRATION DATE: DECEMBER 31, 2023
BY:
DATE: 9/7/23



CITY ENGINEER'S STATEMENT

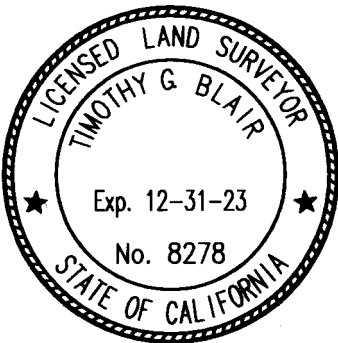
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

[Signature] DATE: 9/14/23
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2024

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

[Signature] DATE: 9/18/23
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "SIERRA VIEW COUNTRY CLUB", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS, DRAINAGE EASEMENTS AND EMERGENCY ACCESS EASEMENTS OFFERED HEREON FOR DEDICATION AND DOES ALSO HEREBY APPROVE THE ABANDONMENT OF THE EASEMENTS LISTED HEREON WITHIN NOTE 6 ON SHEET 2.

[Signature]
CITY CLERK, CITY OF ROSEVILLE
DATE: 10/19/2023 BY: [Signature]
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

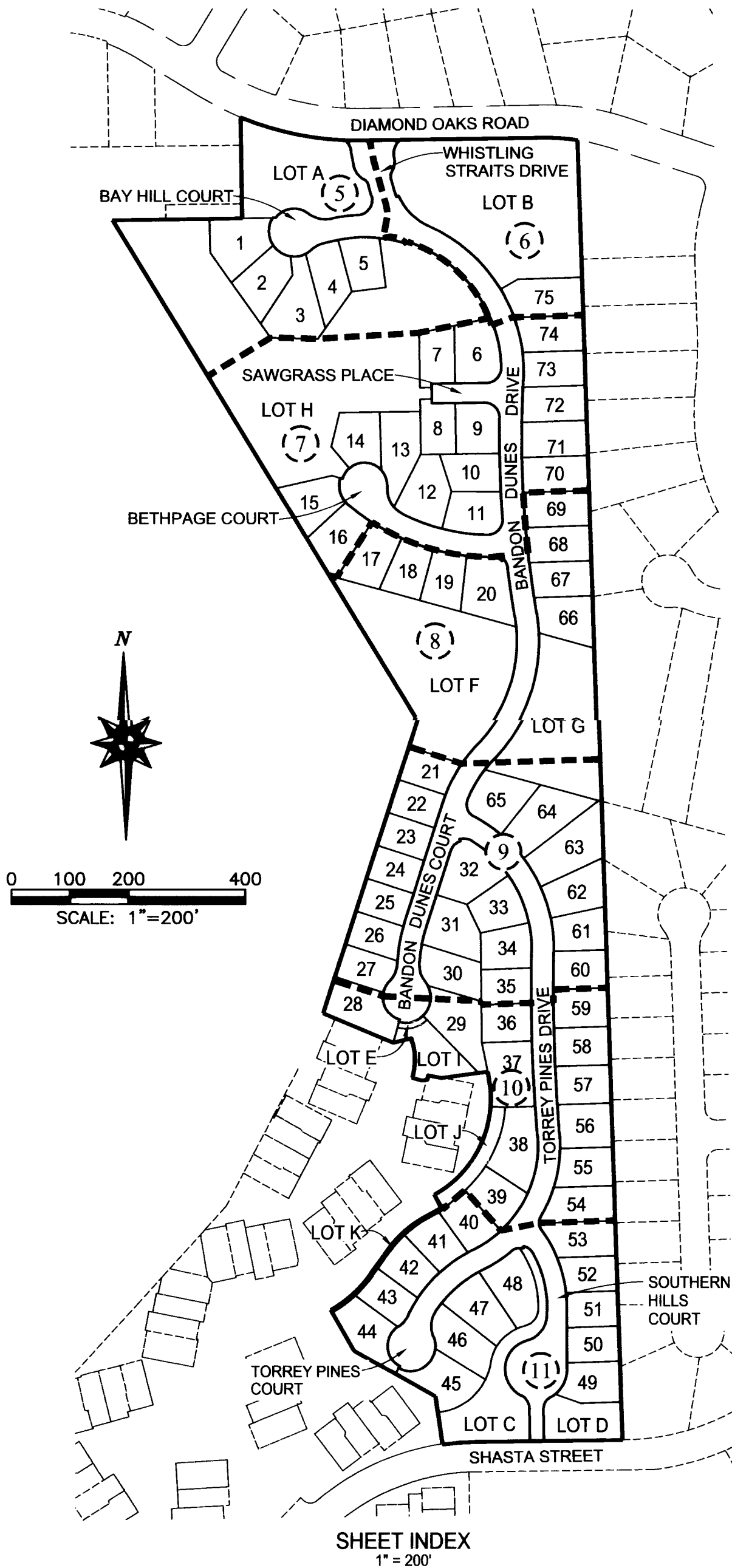
FILED THIS 1st DAY OF November, 2023, AT 11:05 A.M. IN BOOK 66 OF MAPS, AT PAGE 70, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ranco DOCUMENT NO.: 2023-0058381
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: [Signature] FEE: \$ 116.00
DEPUTY

FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

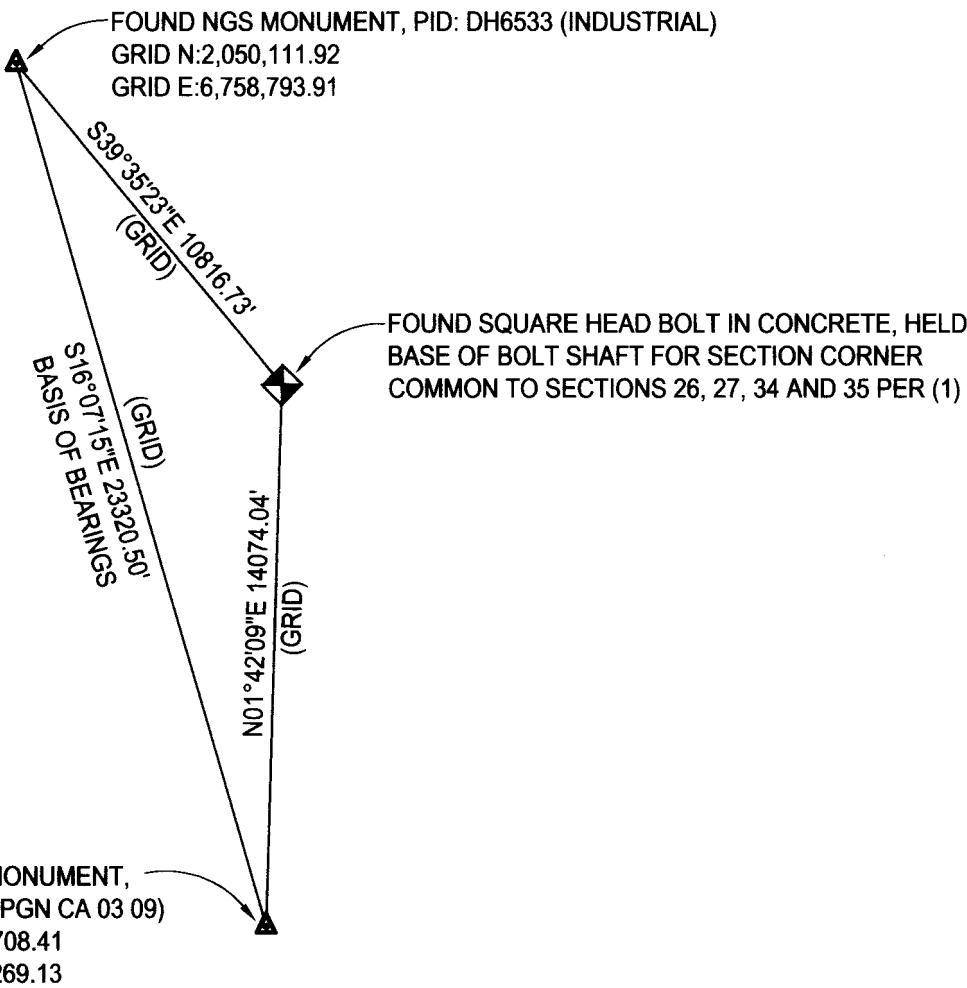
BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
MACKAY & SOMPS OCTOBER 2023
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
SHEET 1 OF 12 18512.000



NOTES:

- 1. TOTAL AREA OF THIS SUBDIVISION IS 23.104± ACRES GROSS, CONSISTING OF 75 RESIDENTIAL LOTS, 11 PRIVATE COMMON AREA LOTS AND 1 PRIVATE ROAD LOT.
- 2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- 3. A GEOTECHNICAL ENGINEERING STUDY WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. PROJECT NO. E20160.001, DATED SEPTEMBER 24, 2021 . DEVELOPMENT SERVICES - ENGINEERING FILE NUMBER 308-952.
- 4. ALL FRONT CORNERS ARE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 8268" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE. WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE MARKED BY A 1" DIAMETER BRASS DISC STAMPED "LS 8268" ON A 2.00' EXTENSION OF SIDE LOT LINES IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.
- 5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 8268", WHERE A REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 8268" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET. REAR CORNERS FOR LOTS 49-62 AND LOTS 66 - 75 WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" ON THE SIDE LOT LINE OFFSET 4.00 FEET FROM THE REAR LOT CORNER.
- 6. PURSUANT TO SECTION 66499.20.2 OF THE GOVERNMENT CODE, THE LANDS SHOWN HEREON, ARE HEREBY MERGED AND RE-SUBDIVIDED AND THE FOLLOWING EASEMENTS, NOT SHOWN HEREON, ARE HEREBY ABANDONED:
 - a. THE 10' P.U.E. PER 35 PM 46.
 - b. THE ACCESS AND UTILITY EASEMENT PER 937 O.R. 692.
- 7. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- 8. LOT L (PRIVATE ROAD) SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS A PRIVATE ROAD FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
- 9. LOTS A, B, C, D, E, F, G AND H SHOWN HEREON SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION AS COMMON AREAS FOR LANDSCAPING AND FOR THE BENEFIT AND GENERAL USE OF THE RESIDENTIAL LOTS SHOWN HEREON.
- 10. LOTS I, J AND K SHOWN HEREON SHALL BE GRANTED IN FEE TO THE SIERRA TOWNHOMES HOA BY SEPARATE DOCUMENT.
- 11. DEED OVERLAP AT NORTHERLY END OF EAST BOUNDARY WITH WEST BOUNDARY OF Q MAPS 79. SUBDIVISION MAPS Q MAPS 79 AND N MAPS 68 HAVE A CONTINUOUS BEARING ALONG EAST BOUNDARY OF SUBJECT PROPERTY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DIAMOND OAKS ROAD. LLA DN 2014-0014272 HAS A BEARING BREAK AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE 125' SMUD EASEMENT (917 O.R 409) WITH THE EAST BOUNDARY. HELD WEST LINE OF SUBDIVISION MAPS TO THE EAST. (SEE DETAIL "B", SHEET 4)
- 12. THIS PROPERTY IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN "GOLF COURSE EASEMENT AND WAIVER OF LIABILITY AND RESTRICTION AGREEMENT" RECORDED JULY 13, 2023 AS DOCUMENT NO. 2023-0036645, O.R.



BASIS OF BEARINGS:

THE BASIS OF BEARING FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD83(2011) (EPOCH 2010.00), MEASURED BETWEEN NGS STATION "INDUSTRIAL" (PID-DH6533) AND NGS STATION "HPGN CA 03 09" (PID-JS4669). SAID BEARING IS SOUTH 16°07'15" EAST. DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID, MULTIPLY GROUND DISTANCES BY THE COMBINED FACTOR OF 0.999927205.

REFERENCES:

- 1. 35 PM 46
- 2. DN 2014-0014272 (LLA)
- 3. 9 RS 36
- 4. N MAPS 68
- 5. Q MAPS 79
- 6. M MAPS 87
- 7. N MAPS 69

LEGEND

▲	FOUND NGS MONUMENT AS NOTED
◆	FOUND SECTION CORNER AS NOTED
■	FOUND ONE-QUARTER SECTION CORNER AS NOTED
⊗	FOUND 1 1/2" BRASS CAP IN MONUMENT WELL "LS 2846" PER (6)
⊗	FOUND 1 1/2" BRASS CAP IN MONUMENT WELL "LS 3404" PER (4)
⊗	FOUND 1" IRON PIPE/PLUG "RCE 25169" PER (1)
⊗	FOUND MONUMENT AS NOTED
⊗	SET 2 1/2" BRASS CAP IN MONUMENT WELL STAMPED "LS 8268"
⊗	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268"
○	DIMENSION POINT
()	RECORD DATA PER REFERENCE
A.E.	ACCESS EASEMENT
CB	CHORD BEARING
CD	CHORD DISTANCE
DN	DOCUMENT NUMBER, O.R.
E.A.E.	EMERGENCY ACCESS EASEMENT
HOA	HOME OWNERS ASSOCIATION
L.E.	LANDSCAPE EASEMENT
(OA)	OVERALL
O.R.	OFFICIAL RECORDS OF PLACER COUNTY
PM	PARCEL MAP
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
RS	RECORD OF SURVEY
SF	SQUARE FEET
SMUD	SACRAMENTO MUNICIPAL UTILITY DISTRICT
R/W	RIGHT-OF-WAY
W.L.E.	WATERLINE EASEMENT
(X)	SHEET INDEX
---	SUBDIVISION BOUNDARY
---	CENTER LINE
---	IOD/ROW
---	LOT LINE & R/W
---	LOT LINE
---	EASEMENT LINE
---	ADJACENT PROPERTY LINE
---	SECTION LINE

FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

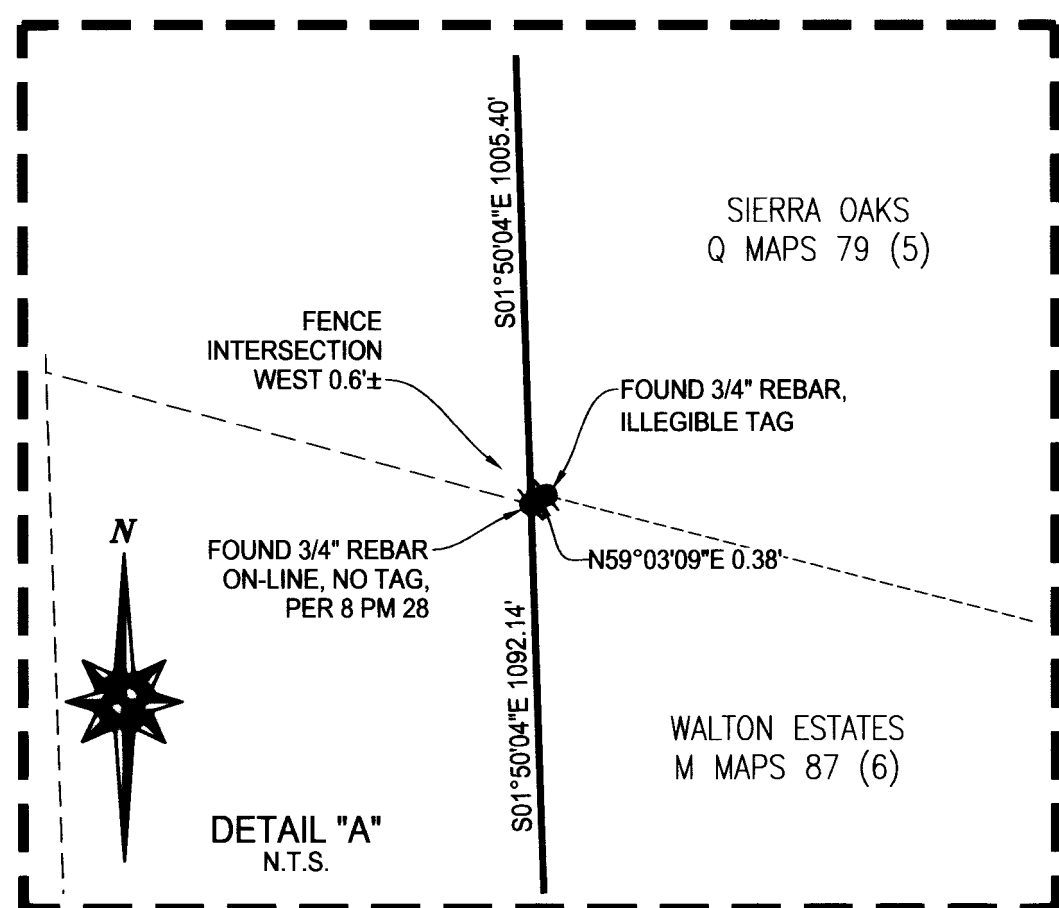
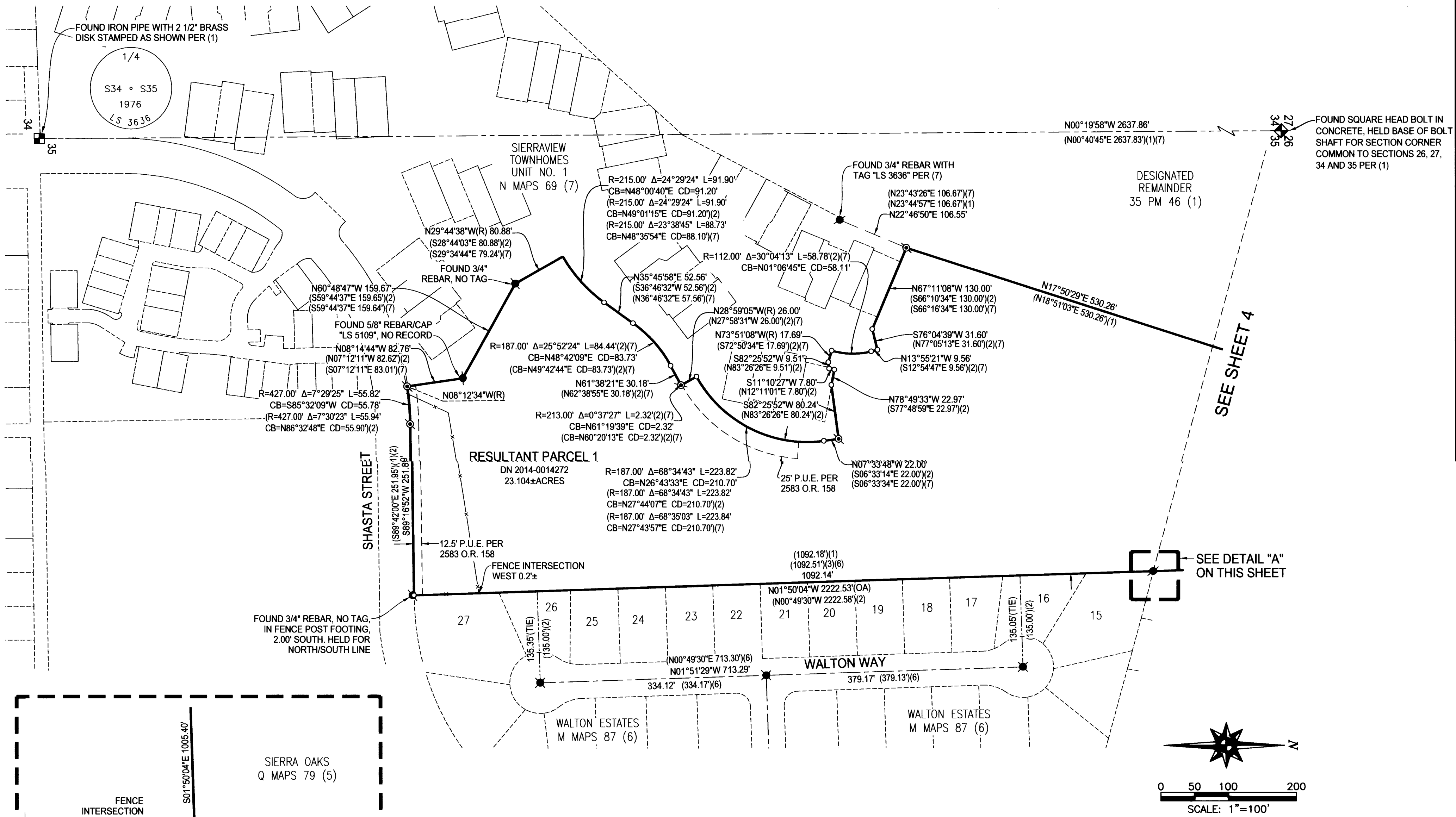
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OCTOBER 2023

SHEET 2 OF 12 18512.000



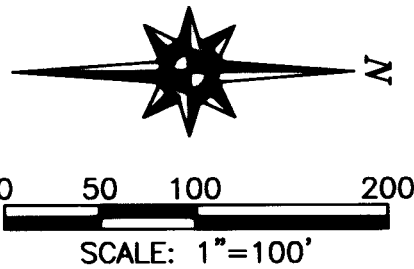
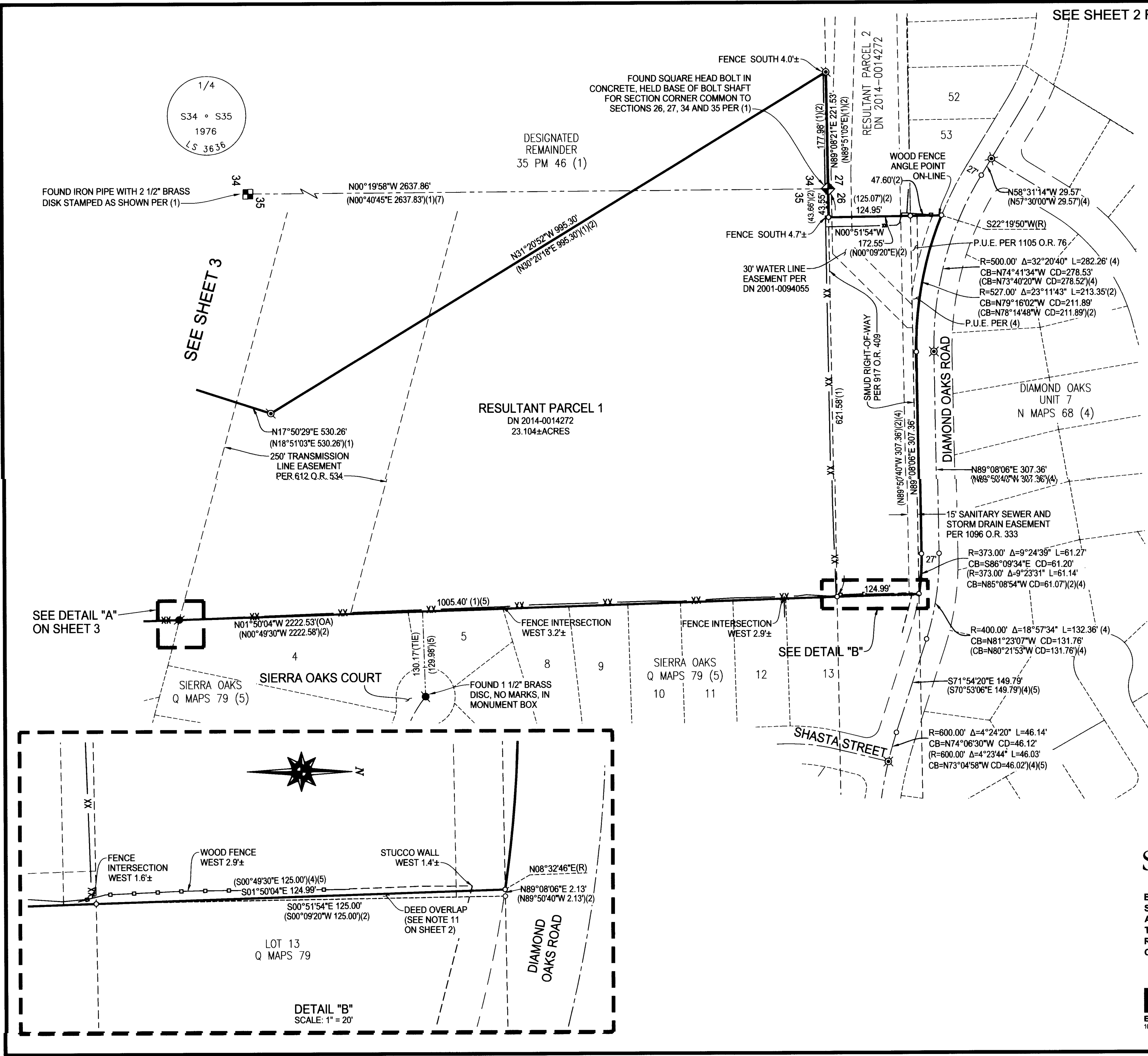
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SUBDIVISION NO. PL21-0162

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OCTOBER 2023
SHEET 3 OF 12 18512.000

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARING AND LEGEND

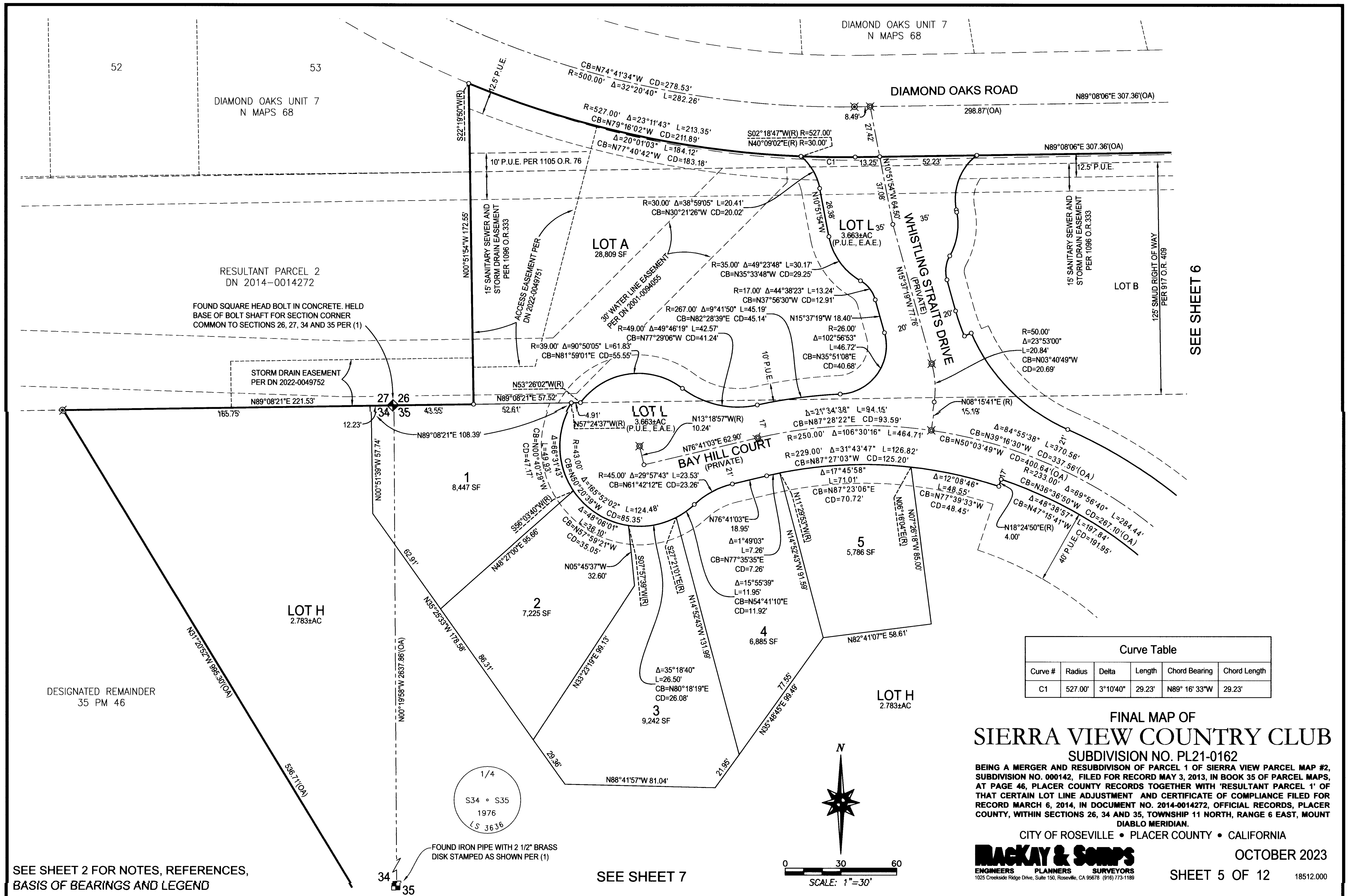
SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



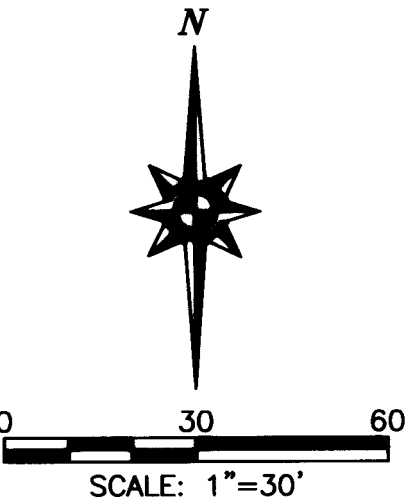
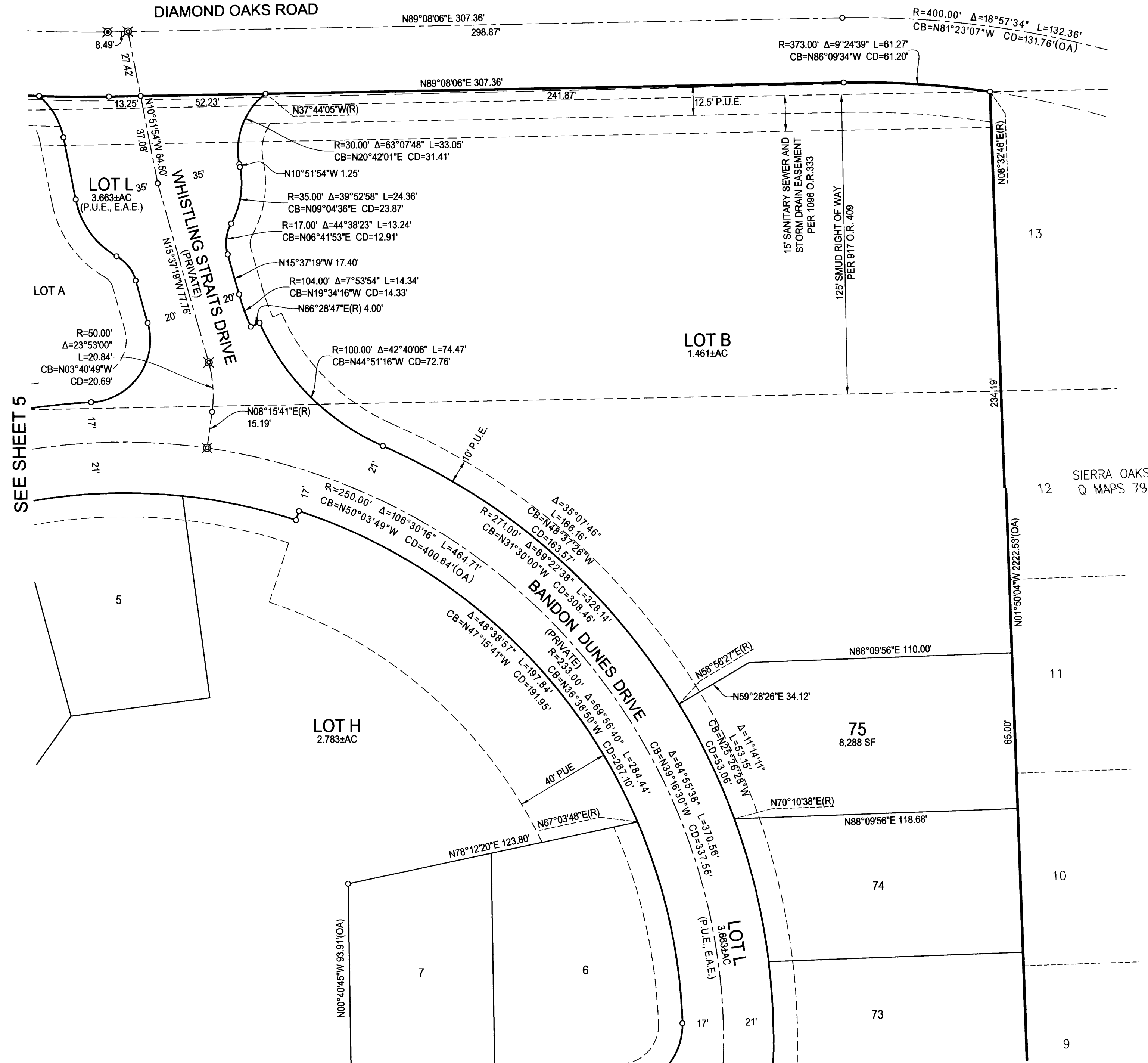
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OCTOBER 2023
SHEET 4 OF 12 18512.000



SEE SHEET 2 FOR NOTES, REFERENCES,
BASIS OF BEARINGS AND LEGEND



FINAL MAP OF SIERRA VIEW COUNTRY CLUB SUBDIVISION NO. PL21-0162

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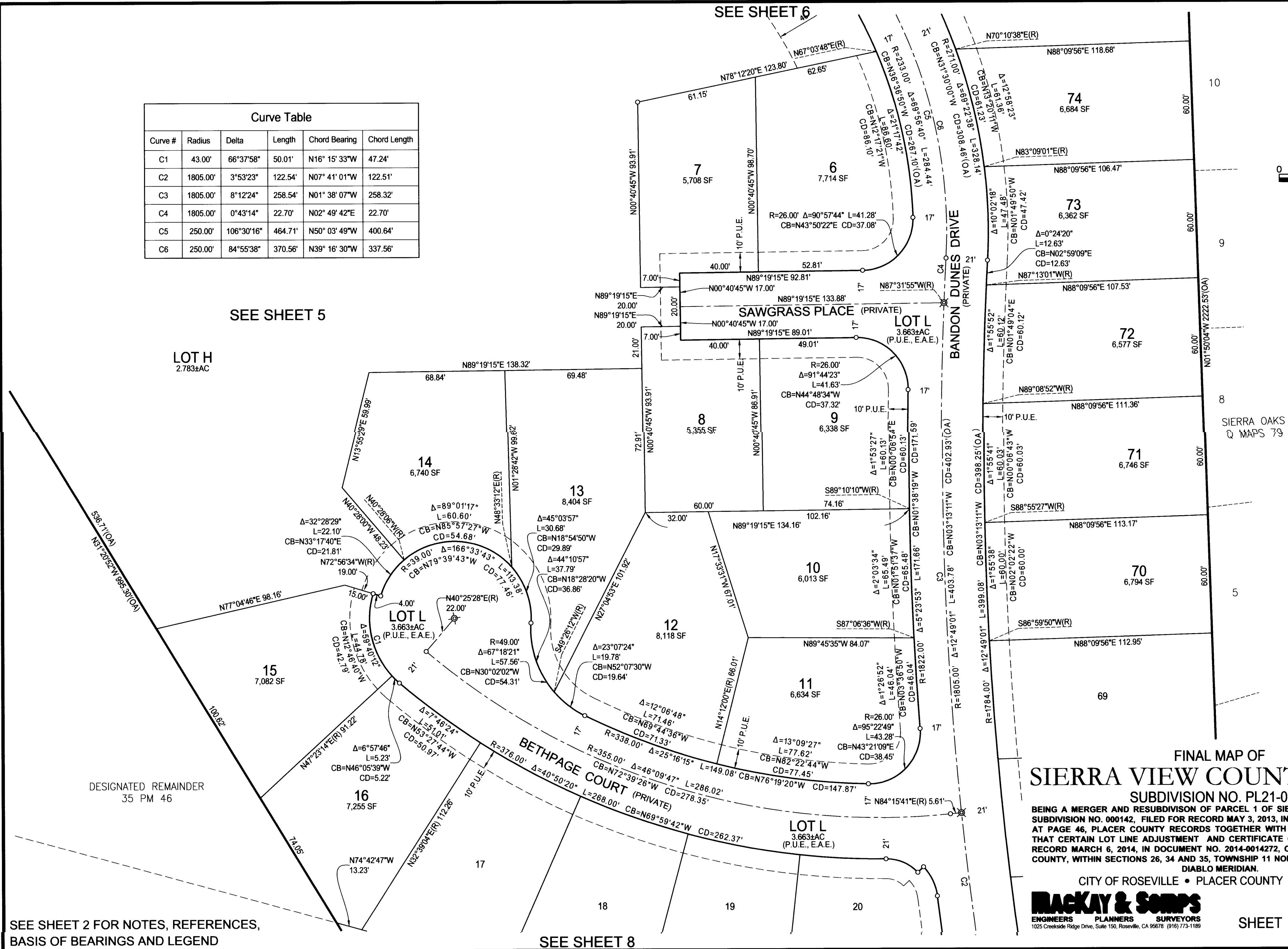
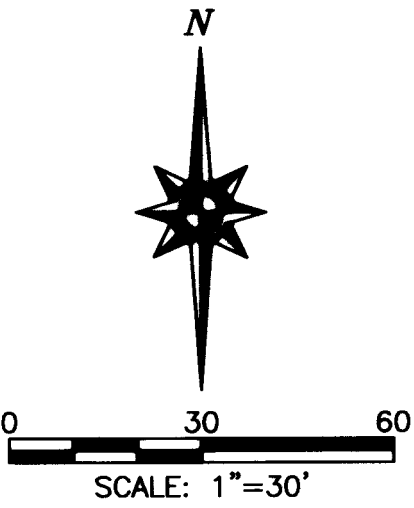
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BLACKAY & SONS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2023

SHEET 6 OF 12 18512.000

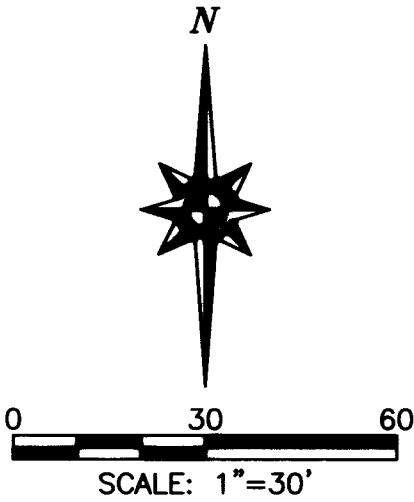
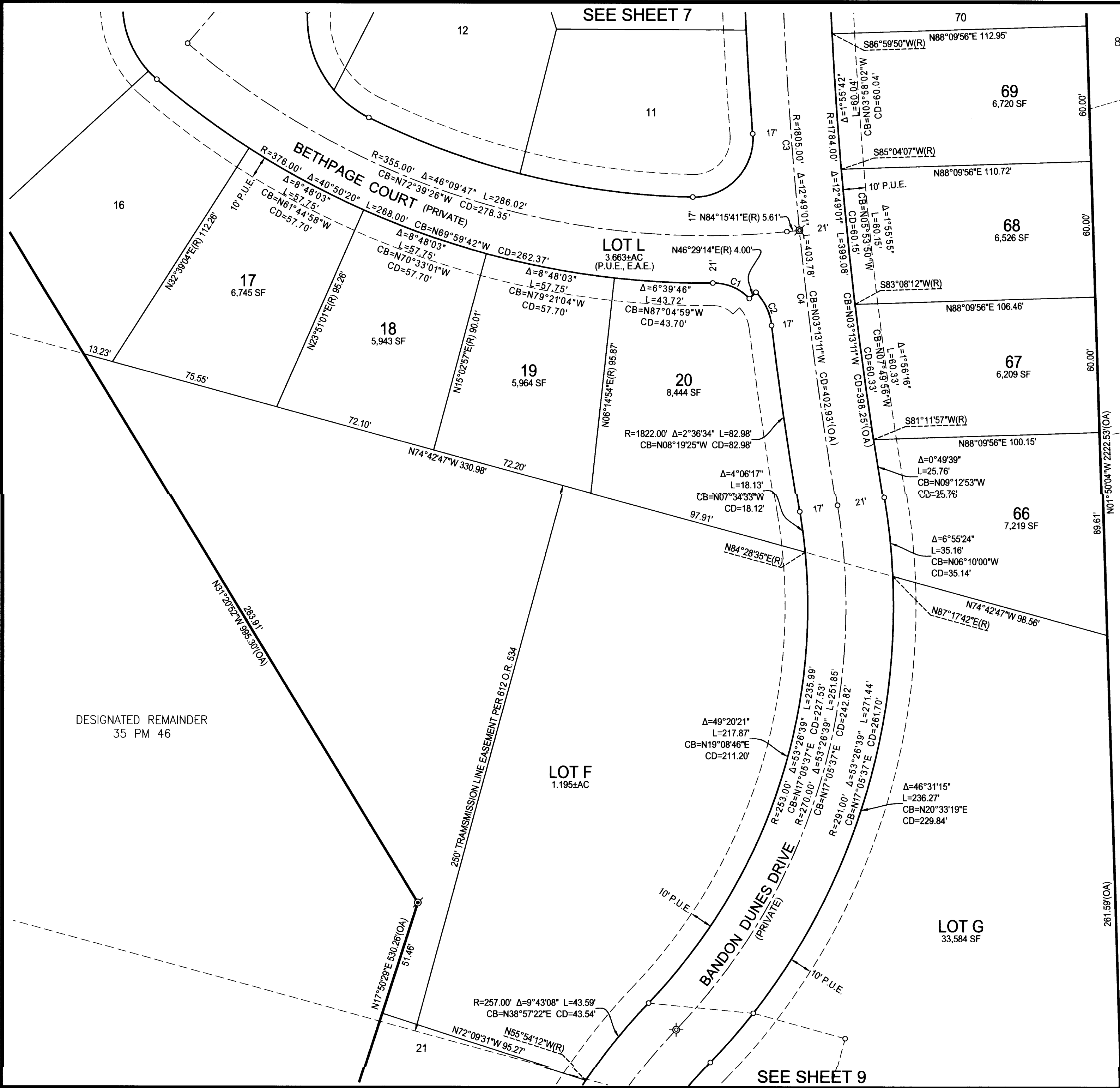
Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	43.00'	66°37'58"	50.01'	N16° 15' 33"W	47.24'
C2	1805.00'	3°53'23"	122.54'	N07° 41' 01"W	122.51'
C3	1805.00'	8°12'24"	258.54'	N01° 38' 07"W	258.32'
C4	1805.00'	0°43'14"	22.70'	N02° 49' 42"E	22.70'
C5	250.00'	106°30'16"	464.71'	N50° 03' 49"W	400.64'
C6	250.00'	84°55'38"	370.56'	N39° 16' 30"W	337.56'



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162
BEING A MERGER AND RESUBDIVISION OF PARCEL 1 OF SIERRA VIEW PARCEL MAP #2, SUBDIVISION NO. 000142, FILED FOR RECORD MAY 3, 2013, IN BOOK 35 OF PARCEL MAPS, AT PAGE 46, PLACER COUNTY RECORDS TOGETHER WITH 'RESULTANT PARCEL 1' OF THAT CERTAIN LOT LINE ADJUSTMENT AND CERTIFICATE OF COMPLIANCE FILED FOR RECORD MARCH 6, 2014, IN DOCUMENT NO. 2014-0014272, OFFICIAL RECORDS, PLACER COUNTY, WITHIN SECTIONS 26, 34 AND 35, TOWNSHIP 11 NORTH, RANGE 6 EAST, MOUNT DIABLO MERIDIAN.
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OCTOBER 2023
SHEET 7 OF 12 18512.000

SEE SHEET 2 FOR NOTES, REFERENCES,
BASIS OF BEARINGS AND LEGEND

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	22.00'	46°54'06"	18.01'	N66° 57' 49"W	17.51'
C2	26.00'	36°29'38"	16.56'	N25° 15' 57"W	16.28'
C3	1805.00'	8°12'24"	258.54'	N01° 38' 07"W	258.32'
C4	1805.00'	3°53'23"	122.54'	N07° 41' 01"W	122.51'



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

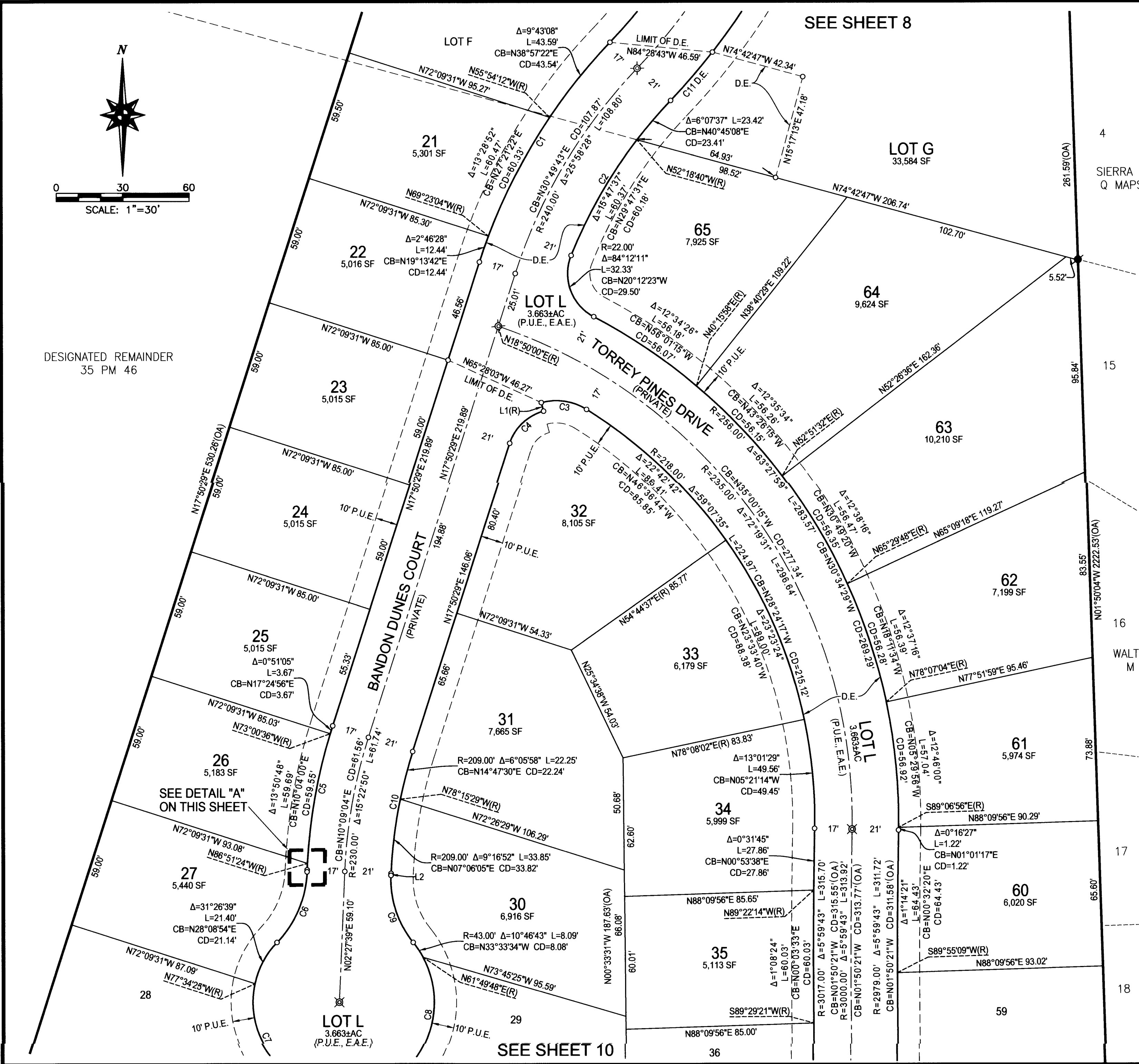
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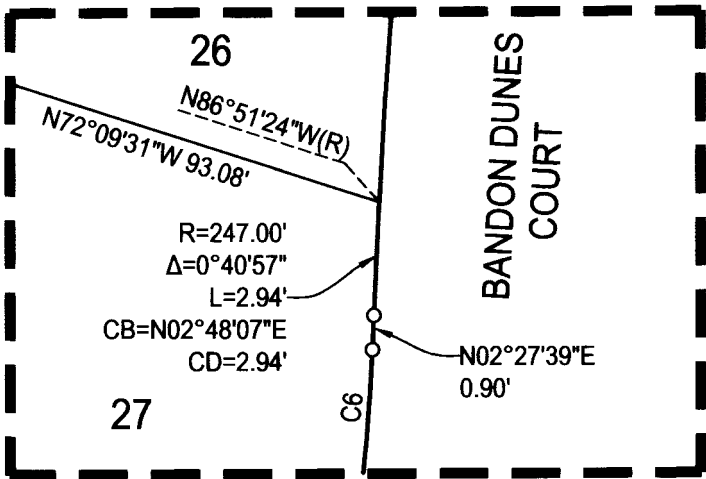
SHEET 8 OF 12 18512.000



SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

Line Table		
Line #	Bearing	Length
L1	N14° 51' 10"W	4.00'
L2	N02° 27' 39"E	0.90'

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	257.00'	25°58'28"	116.51'	N30° 49' 43"E
C2	219.00'	21°55'14"	83.79'	N32° 51' 20"E
C3	26.00'	46°53'05"	21.28'	N81° 24' 38"W
C4	22.00'	57°18'21"	22.00'	N46° 29' 39"E
C5	247.00'	15°22'50"	66.30'	N10° 09' 04"E
C6	49.00'	41°24'35"	35.41'	N23° 09' 56"E
C7	39.00'	118°35'45"	80.73'	N15° 25' 39"W
C8	43.00'	144°13'25"	108.24'	N33° 09' 47"E
C9	45.00'	41°24'36"	32.52'	N18° 14' 38"W
C10	209.00'	15°22'50"	56.10'	N10° 09' 04"E
C11	291.00'	5°41'38"	28.92'	N40° 58' 08"E

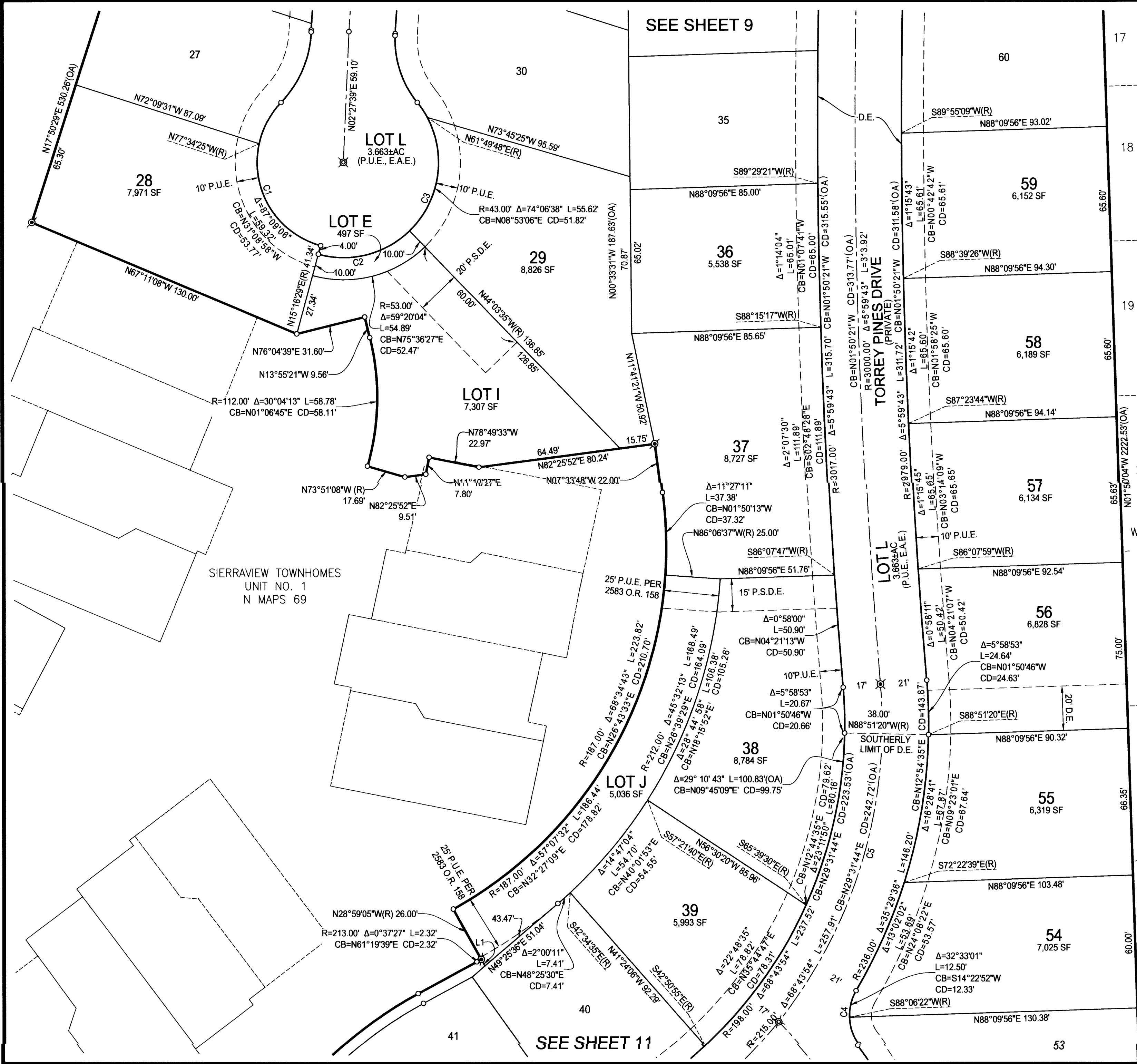


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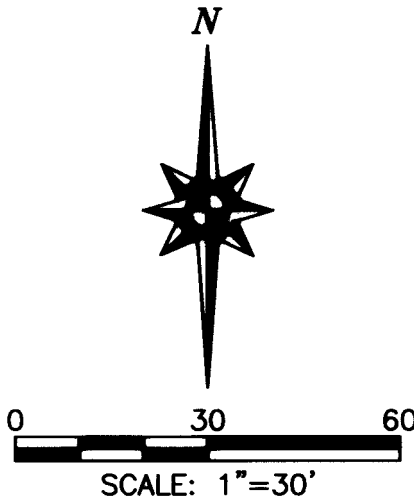
SEE SHEET 2 FOR NOTES, REFERENCES,
BASIS OF BEARINGS AND LEGEND

Line Table		
Line #	Bearing	Length
L1	N28° 59' 05"W	3.41'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	39.00'	118°35'45"	80.73'	N15° 25' 39"W	67.07'
C2	43.00'	59°20'04"	44.53'	N75° 36' 27"E	42.57'
C3	43.00'	144°13'25"	108.24'	N33° 09' 47"E	81.84'
C4	22.00'	67°02'24"	25.74'	N02° 51' 49"W	24.30'
C5	215.00'	43°31'09"	163.30'	N16° 55' 22"E	159.41'



WALTON ESTATES
M MAPS 87



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

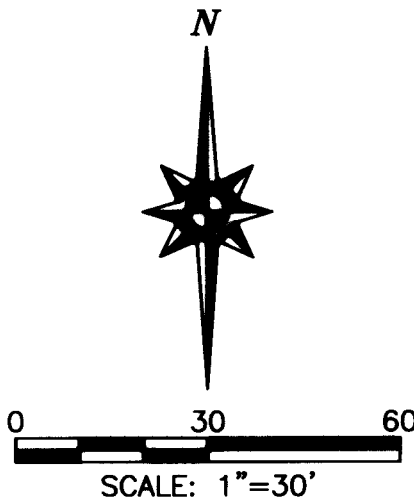
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SHEET 10 OF 12 18512.000

SEE SHEET 2 FOR NOTES, REFERENCES,
BASIS OF BEARINGS AND LEGEND

Line Table		
Line #	Bearing	Length
L1	N15° 25' 59"E	4.00'
L2	N28° 59' 05"W	3.41'

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	242.00'	38°03'41"	160.76'	N44° 51' 51"E
C2	49.00'	31°20'20"	26.80'	N41° 30' 10"E
C3	45.00'	55°58'52"	43.97'	N05° 10' 29"E
C4	204.00'	30°43'47"	109.41'	N48° 31' 48"E
C5	22.00'	55°41'13"	21.38'	N77° 35' 23"E
C6	22.00'	37°37'01"	14.44'	N68° 33' 16"E
C7	22.00'	18°04'12"	6.94'	N83° 36' 07"W
C8	26.00'	45°15'57"	20.54'	N51° 56' 02"W
C9	22.00'	67°02'24"	25.74'	N02° 51' 49"W
C10	30.00'	75°42'36"	39.64'	N39° 00' 21"E
C11	45.00'	69°43'07"	54.76'	N40° 14' 11"E
C12	55.00'	10°15'54"	9.85'	N56° 16' 27"E
C13	215.00'	25°12'45"	94.61'	N51° 17' 19"E
C14	215.00'	43°31'09"	163.30'	N16° 55' 22"E
C15	220.00'	24°29'25"	94.04'	N48° 00' 40"E
C16	182.00'	25°52'24"	82.19'	N48° 42' 09"E
C17	212.00'	45°32'13"	168.49'	N26° 39' 29"E



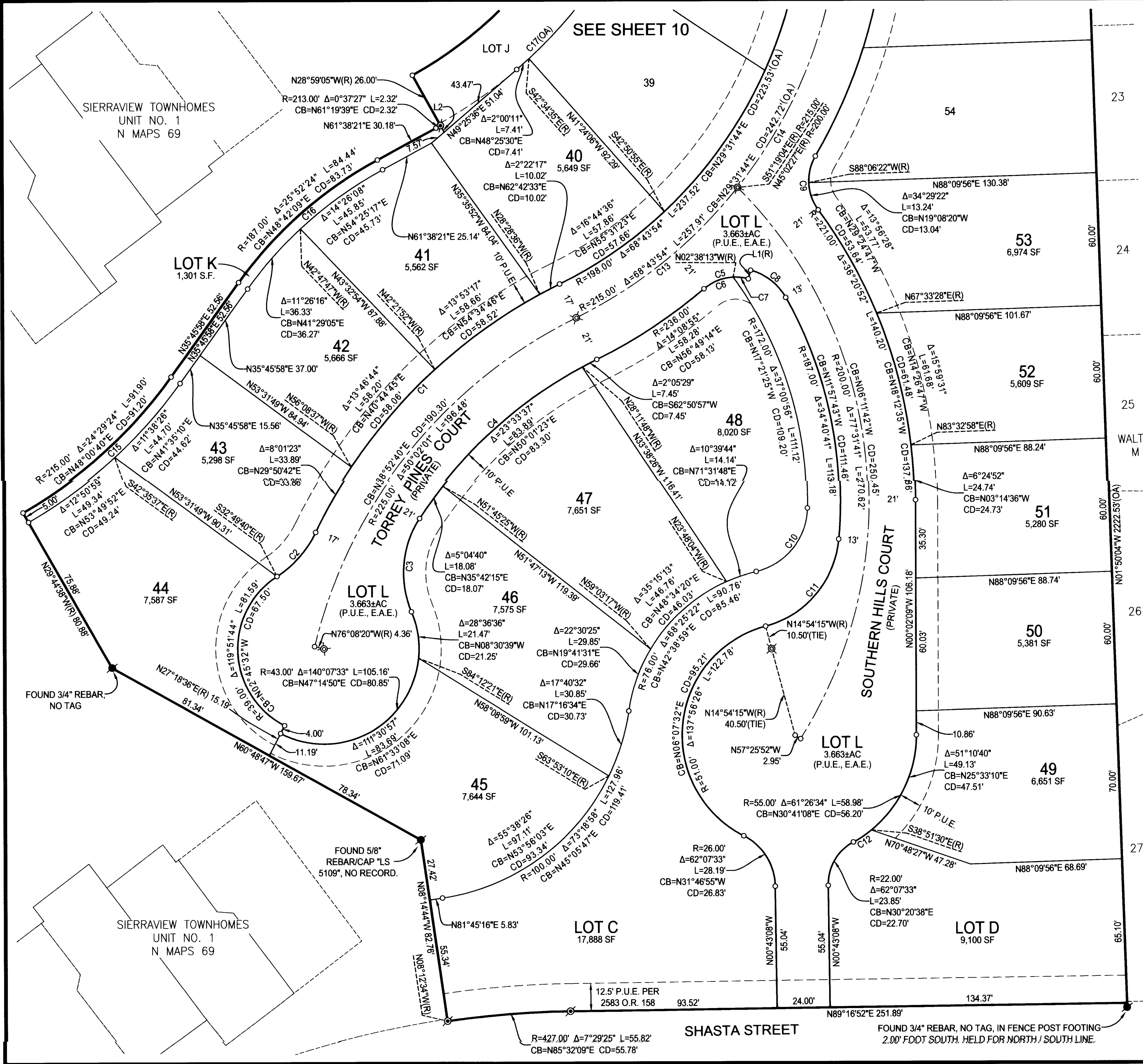
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OCTOBER 2023
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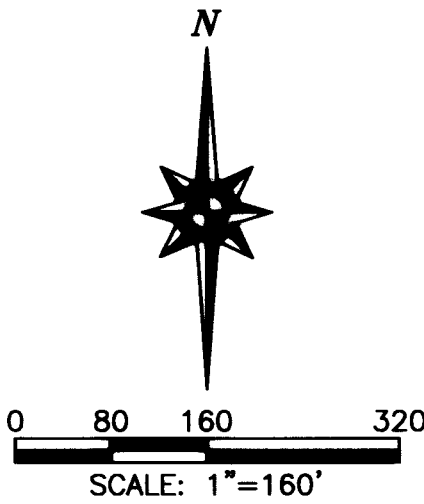
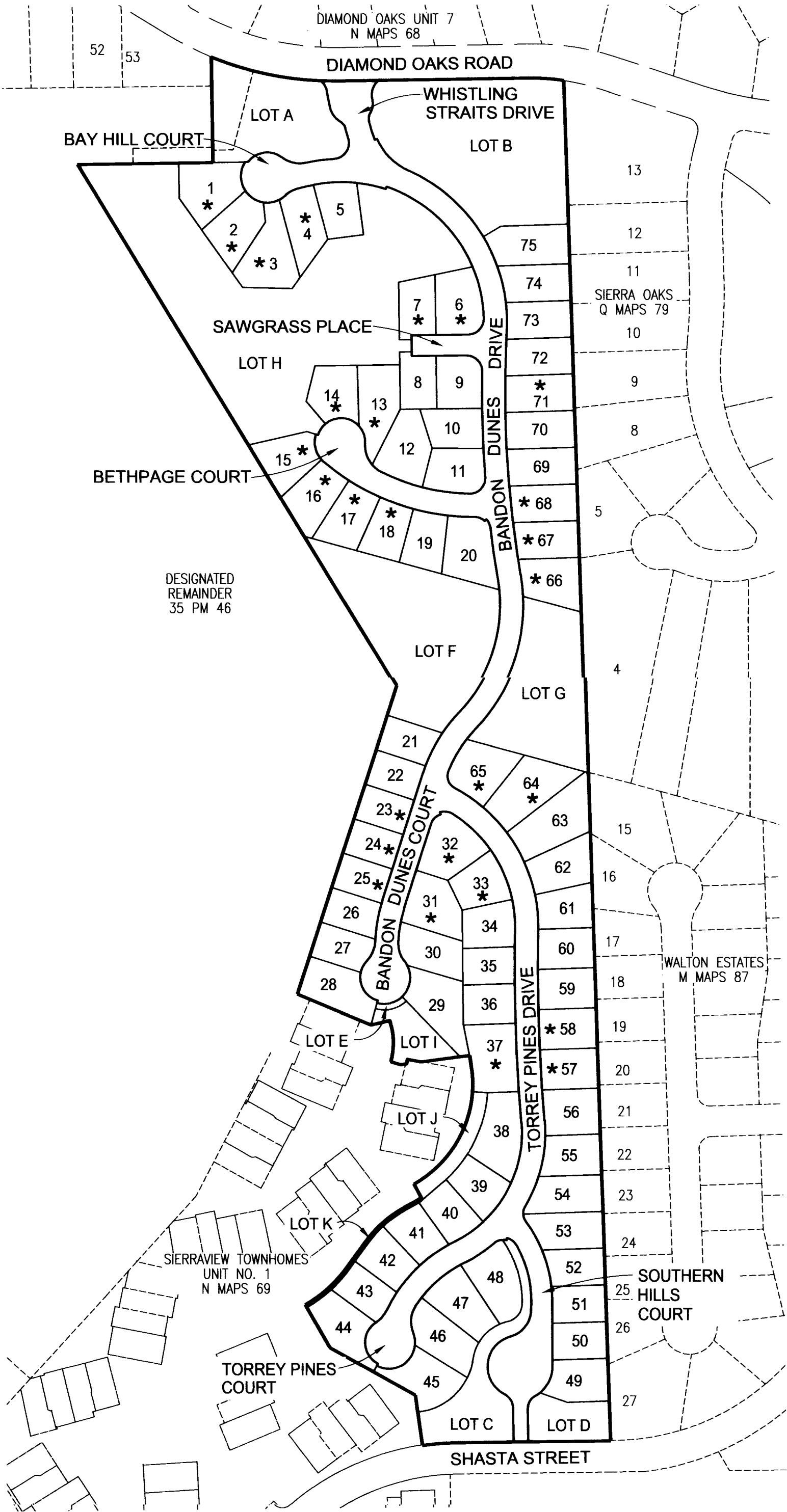
SEE SHEET 2 FOR NOTES, REFERENCES,
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ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSES ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

★ DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
SIERRA VIEW COUNTRY CLUB
SUBDIVISION NO. PL21-0162

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SHEET 12 OF 12 18512.000

Title:	Westbrook - WB-42 Parcel 2 - Final Map and Subdivision Agreement
Contact:	Darren Ertis dwertis@roseville.ca.us

SUMMARY

Staff recommends approval of the Westbrook - WB-42 Parcel 2 final map and approval of a Subdivision Agreement with Taylor Morrison of California, LLC. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 53 residential lots and 5 landscape lots. The actions requested have no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility easements offered thereon, and accept, subject to improvement, the public rights of way and Lots A and B offered thereon, and approve the abandonment of the rights of way and easements listed thereon; and
2. Adopt a resolution approving a Subdivision Agreement with Taylor Morrison of California, LLC and authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering section, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 53 residential lots and 5 landscape lots.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Westbrook - WB-42 Parcel 2 final map is an action that is subject to California Environmental Quality Act (CEQA). Project level CEQA compliance for the Westbrook - WB-42 Parcel 2 final map was accomplished with preparation of the Sierra Vista Specific Plan EIR (Adopted: May 5, 2010) (SCH#2008032017) and the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring Program approved by the City of Roseville on June 6, 2012. Because the Westbrook - WB-42 Parcel 2 final map is consistent with the project evaluated in the Sierra Vista Specific Plan Environmental Impact Report (EIR), no new effects would be expected to occur and all applicable mitigation measures from the Sierra Vista Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Darren Ertis, Assistant Engineer

Mike Isom, Development Services Director

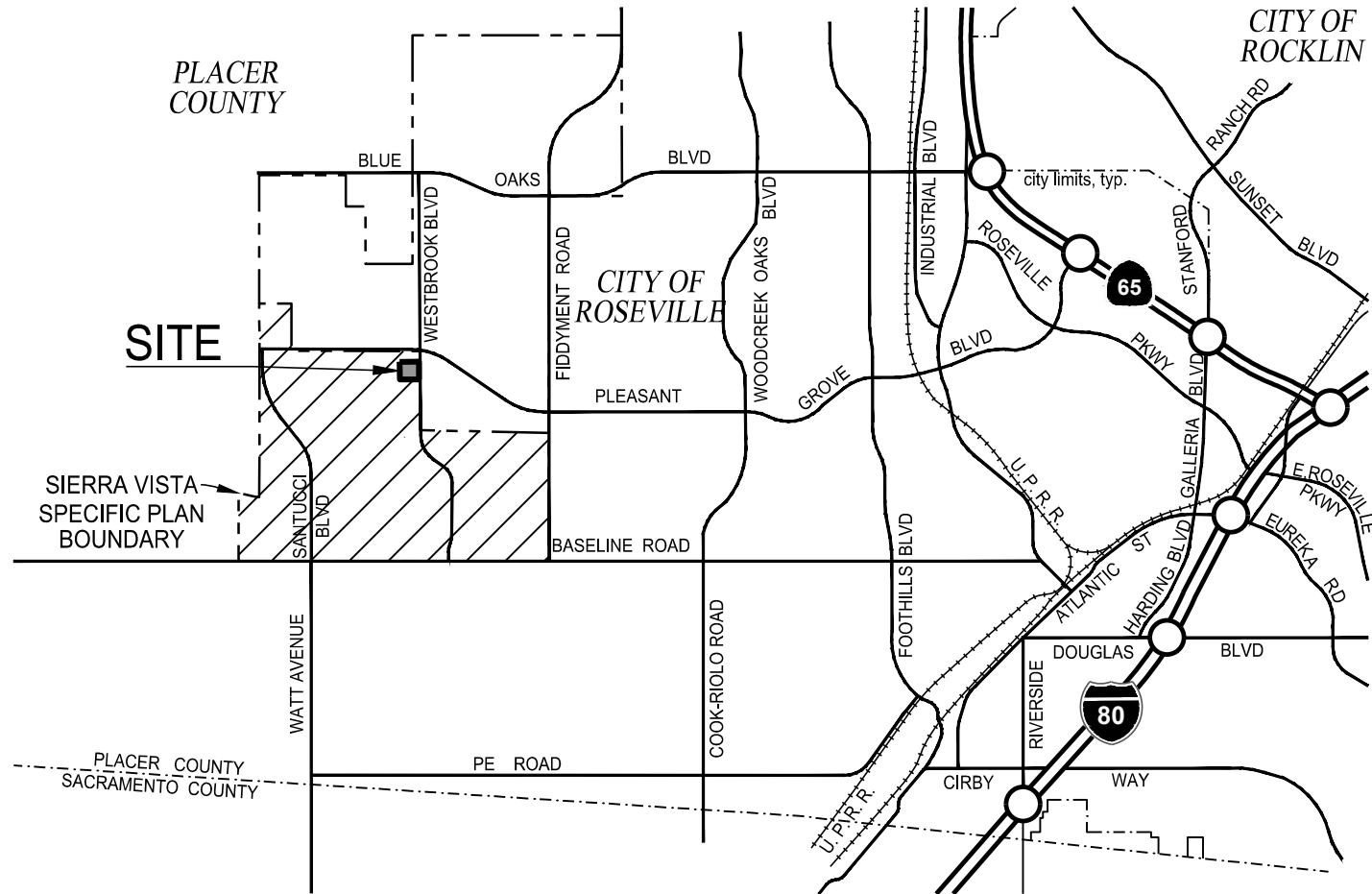
ATTACHMENTS:

1. Vicinity Map
2. Resolution 25-178
3. Subdivision Agreement
4. Final Map

REVIEWERS:

Robert Medina, Development Services Department - Engineering Division	Created/Initiated - 5/14/2025
Marc Stout, City Clerk Department	Approved - 5/21/2025
Mike Isom, City Clerk Department	Approved - 5/21/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/22/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/22/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

WESTBROOK - WB-42 PARCEL 2



VICINITY MAP

RESOLUTION NO. 25-178

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TAYLOR MORRISON OF CALIFORNIA, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Subdivision Agreement for the Westbrook WB-42 Parcel 2 Subdivision, by and between the City of Roseville and Taylor Morrison of California, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Subdivision 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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:**

**City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678**

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

Westbrook - WB-42 Parcel 2 SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and
Taylor Morrison of California, LLC,
a California limited liability company, ("SUBDIVIDER"),

W I T N E S S E T H:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "Westbrook - WB-42 Parcel 2 Subdivision" (Subdivision
no. PL24-0397; "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 26th day of September, 2024, and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by MacKay & Somps, dated March 2025 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before December 31, 2027, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$ 1,823,815. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER 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 SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

a. Form. SUBDIVIDER 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. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER'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. SUBDIVIDER shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER 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 SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required

by the applicable Development Agreement or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Jay Pawlek, Vice President
Taylor Morrison of California, LLC
81 Blue Ravine Road, Ste. 220
Folsom, CA 95630

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

Taylor Morrison of California, LLC
a Limited Liability Corporation

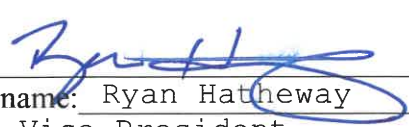
BY: _____
DOMINICK CASEY
City Manager

BY:  _____
Print name: Jay Pawlek
Title: Vice President

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY:  _____
Print name: Ryan Hatheway
Title: Vice President

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY: _____
MARC STOUT
City Engineer

ACKNOWLEDGMENT

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

State of California
County of Sacramento

On May 2, 2025 before me, F. Roediger Notary Public
(insert name and title of the officer)

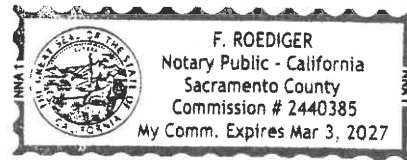
personally appeared Jay Pawlek and Ryan Hatheway,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their 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)



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "WESTBROOK - WB-42 PARCEL 2" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THE PUBLIC STREETS SHOWN HEREON AS WESTBROOK BOULEVARD, MOON DUST DRIVE, RAIN SHADOW WAY, SUN POINT WAY, LOTS A, B, C, D AND E, AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHT-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS WESTBROOK BOULEVARD, MOON DUST DRIVE, RAIN SHADOW WAY, SUN POINT WAY.
- (B) LOTS A AND B AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING PURPOSES AND AS PUBLIC RIGHT-OF-WAY.

TAYLOR MORRISON OF CALIFORNIA, LLC
A CALIFORNIA LIMITED LIABLTY COMPANY

BY: [Signature]
NAME: Jay Pawlek
TITLE: Vice-President

BY: [Signature]
NAME: Ryan Hatheway
TITLE: Vice-President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Placer
ON May 12, 2025 BEFORE ME, Carol Peterson, A NOTARY PUBLIC
PERSONALLY APPEARED Jay Pawlek
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.
Carol Peterson Carol Peterson
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY
MY COMMISSION EXPIRES: 12/7/2027 MY COMMISSION NUMBER: 2470499

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
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ON May 12, 2025 BEFORE ME, Carol Peterson, A NOTARY PUBLIC
PERSONALLY APPEARED Ryan Hatheway
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.
Carol Peterson Carol Peterson
SIGNATURE PRINTED NAME
MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY
MY COMMISSION EXPIRES: 12/7/2027 MY COMMISSION NUMBER: 2470499

SURVEYOR'S STATEMENT

THIS MAP OF "WESTBROOK - WB-42 PARCEL 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TAYLOR MORRISON OF CALIFORNIA, LLC IN APRIL, 2025. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2027, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

Pedro Jarquin
PEDRO JARQUIN, PLS 8268
EXPIRATION DATE: DECEMBER 31, 2025
DATE: 5/6/25



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "WESTBROOK - WB-42 PARCEL 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2026
I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "WESTBROOK - PHASE 3 PARCEL WB-42" IS TECHNICALLY CORRECT.
FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
DATE: _____
TIMOTHY G. BLAIR, PLS 8278
LICENSE EXPIRES DECEMBER 31, 2025



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "WESTBROOK - WB-42 PARCEL 2", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, THE PUBLIC RIGHTS-OF-WAY AND LOTS A AND B OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE EASEMENT LISTED WITHIN NOTE 6 ON SHEET 2.

CITY CLERK, CITY OF ROSEVILLE
DATE: _____ BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

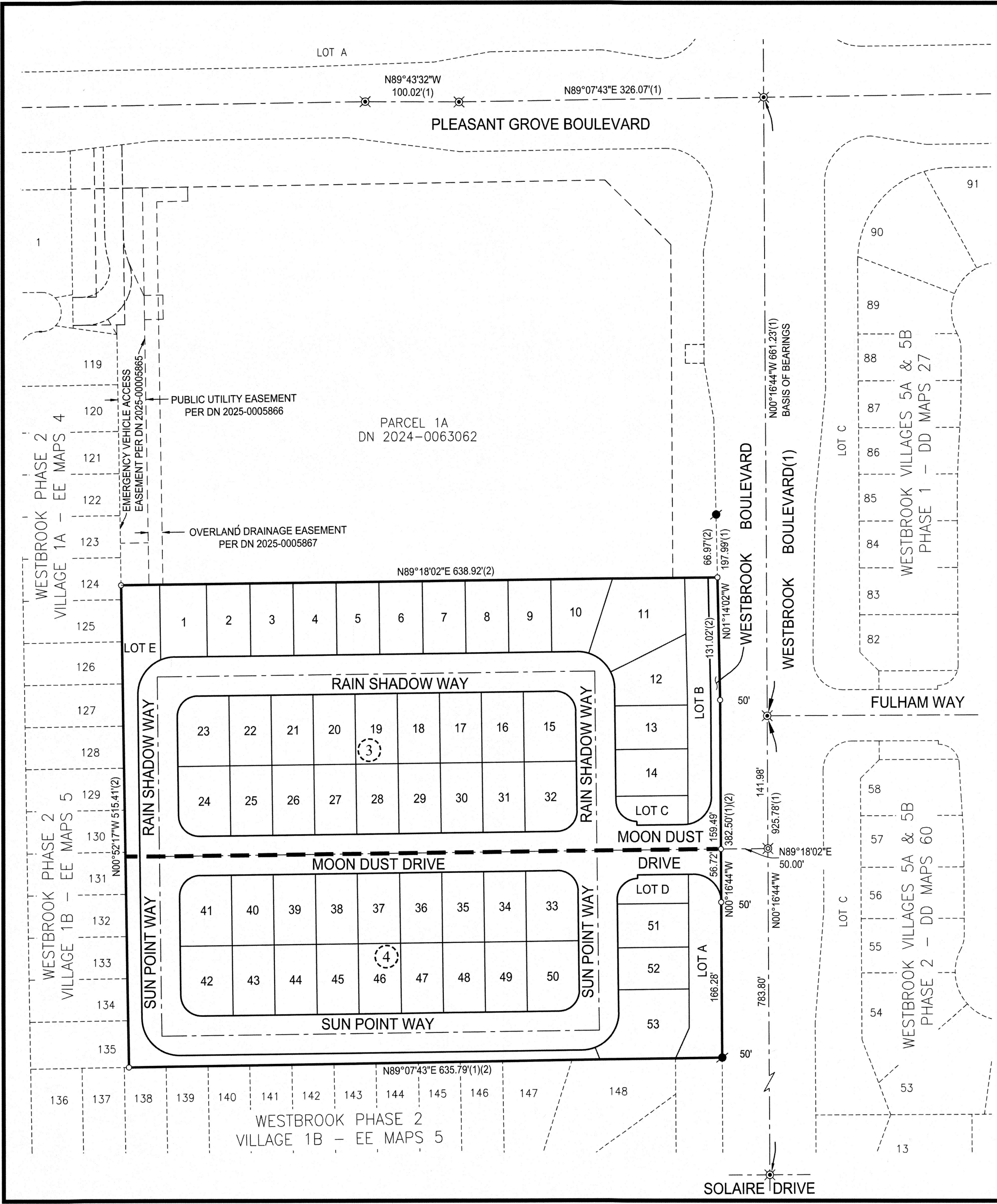
FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

DOCUMENT NO.: _____
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
BY: _____ DEPUTY
FEE: \$ _____

FINAL MAP OF
WESTBROOK - WB-42
PARCEL 2
SUBDIVISION No. PL24-0397

BEING A SUBDIVISION OF PARCEL 2A AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 19, 2024, AS DOCUMENT NO. 2024-0063063, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA
JUNE 2025
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189
SHEET 1 OF 4 18437.PH3.WB42



NOTES:

- 1. TOTAL AREA OF THIS SUBDIVISION IS 7.537± ACRES, GROSS, CONSISTING OF 53 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
- 2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DELTA, ARC LENGTHS AND CHORD LENGTHS AND OTHER DISTANCES MAY CONTAIN SOME ROUNDING ERROR. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES.
- 3. A PRELIMINARY GEOTECHNICAL ENGINEERING STUDY FOR WESTBROOK PHASE 3 WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED OCTOBER 23, 2018, PROJECT NUMBER E14253.017, AND IS ON FILE WITH THE CITY OF ROSEVILLE (DEVELOPMENT SERVICES FILE NO. 308-894).
- 4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS DISC STAMPED "LS 8268" SET AT A 1.00' EXTENSION OF THE SIDE LOT LINE ONTO THE SIDEWALK FROM THE FRONT CORNER.
- 5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 8268". WHERE REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 8268" WILL BE SET ON THE SIDE LOT LINE AT A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 8268" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE THE OFFSET MONUMENT CANNOT BE SET.
- 6. PURSUANT TO SECTION 66434(G) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENT, NOT SHOWN HEREON, IS HEREBY ABANDONED:
 - a. A PORTION OF THE 50.00 FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO WESTBROOK BOULEVARD WITHIN LOT 21 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "FINAL MAP OF WESTBROOK PHASES 2 & 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 8, 2016 IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.
- 7. LOTS C, D AND E AS SHOWN HEREON SHALL BE FOR LANDSCAPING PURPOSES AND WILL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION (OR ITS SUCCESSOR IN INTEREST).

LEGEND

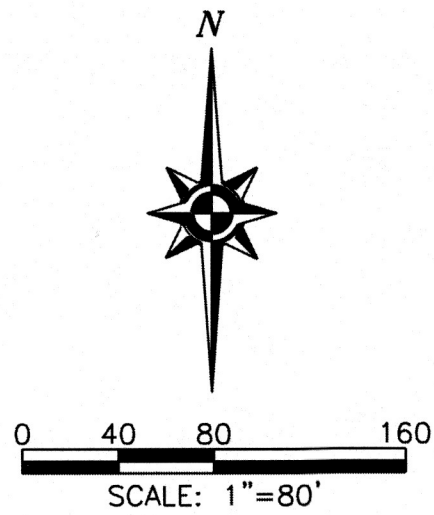
- FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944" AS SHOWN ON (1)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 8268" PER CITY OF ROSEVILLE STANDARDS
- FOUND 1" BRASS DISC STAMPED "LS9265" PER (1)
- DIMENSION POINT
- AC ACRES
- SF SQUARE FEET
- DN DOCUMENT NUMBER
- CB CHORD BEARING
- CD CHORD DISTANCE
- LLA LOT LINE ADJUSTMENT
- (OA) OVERALL
- PUE PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (1) DENOTES RECORD REFERENCES
- SHEET NUMBER
- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- ADJACENT PROPERTY
- EASEMENT
- CENTER LINE
- RIGHT-OF-WAY (EXISTING)

REFERENCES:

- (1) 36 PM 77
- (2) DN 2024-0063063 (LLA)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS N00°16'44"W BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF WESTBROOK BOULEVARD AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "WESTBROOK - PHASES 2 & 3 - LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 8, 2016, IN BOOK DD OF MAPS, AT PAGE 79, PLACER COUNTY RECORDS.



FINAL MAP OF
WESTBROOK - WB-42
PARCEL 2
SUBDIVISION No. PL24-0397

BEING A SUBDIVISION OF PARCEL 2A AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON NOVEMBER 19, 2024, AS DOCUMENT NO. 2024-0063063, OFFICIAL RECORDS OF PLACER COUNTY, WITHIN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

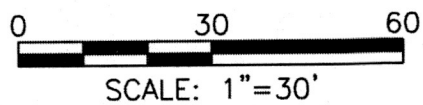
Mackay & Somp
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

JUNE 2025

SHEET 2 OF 4 18437.PH3.WB42



SEE SHEET 4



FINAL MAP OF
WESTBROOK - WB-42
PARCEL 2
SUBDIVISION No. PL24-0397

BEING A SUBDIVISION OF PARCEL 2A AS DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON NOVEMBER 19, 2024, AS DOCUMENT NO. 2024-0063063, OFFICIAL RECORDS OF
PLACER COUNTY, WITHIN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO
MERIDIAN.

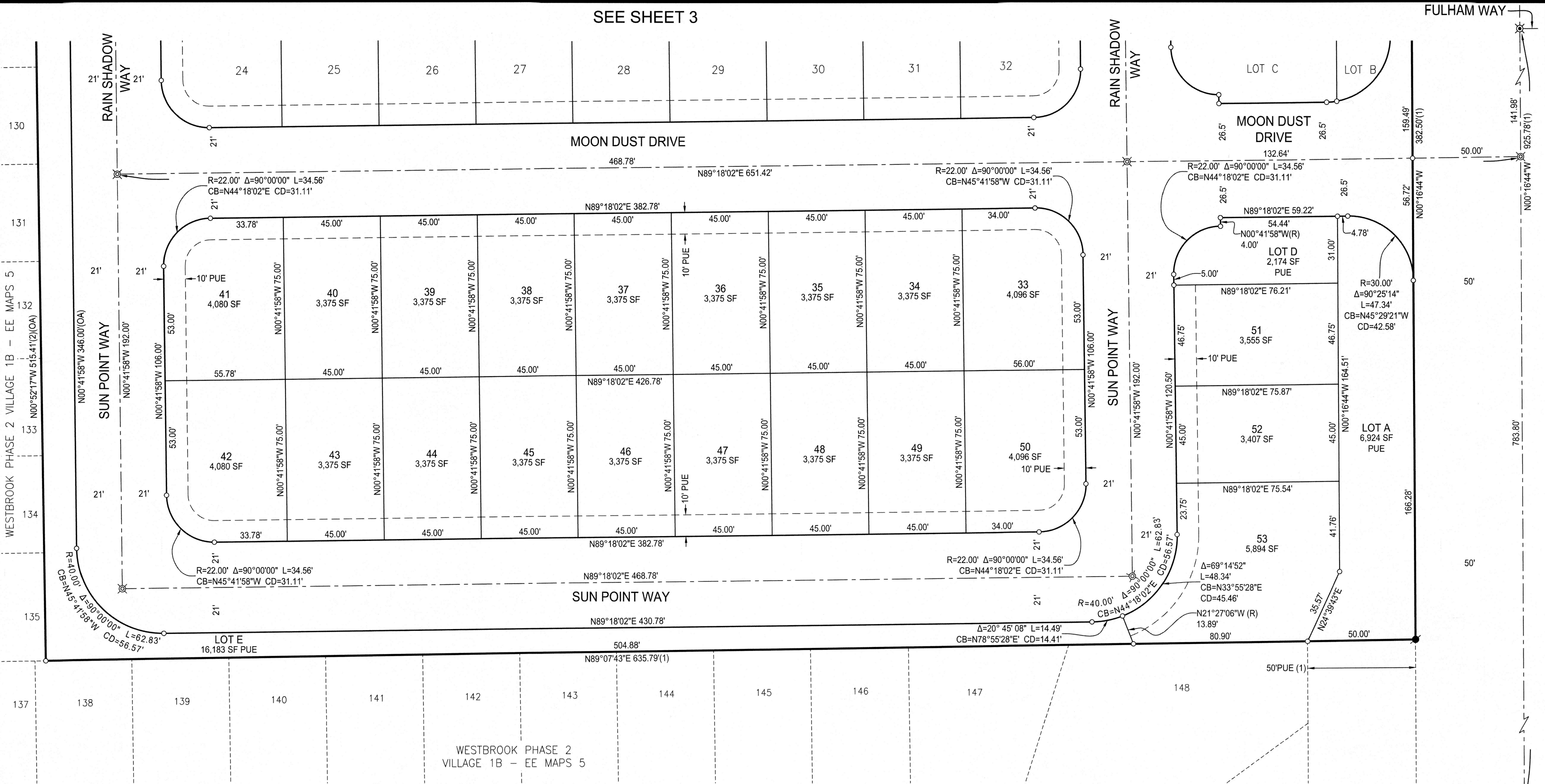
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

JUNE 2025

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 3 OF 4 18437.PH3.WB42

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.



FINAL MAP OF
WESTBROOK - WB-42
PARCEL 2
SUBDIVISION No. PL24-0397

BEING A SUBDIVISION OF PARCEL 2A AS DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON NOVEMBER 19, 2024, AS DOCUMENT NO. 2024-0063063, OFFICIAL RECORDS OF
PLACER COUNTY, WITHIN SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO
MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

JUNE 2025

SHEET 4 OF 4 18437.PH3.WB42



City Council Communication

Meeting Date: 6/4/2025
Item #: VI.13
File #: 0900-02-01 & 0201-
01
Item ID: 2025-280

Title:	Water Security Project – Budget Adjustment
Contact:	William Montz 916-774-5545 wlmontz@roseville.ca.us

SUMMARY

Staff recommends approval of a budget adjustment in the amount of \$300,000 to cover the costs of the Water Security Project. Funding is available from the Water Operations Fund.

RECOMMENDATION

Staff recommends that the City Council adopt an ordinance approving a budget adjustment to fund the Water Security Project.

BACKGROUND

The Water Security Project was developed to implement water utility security measures starting with those identified by the Risk and Resiliency Assessment that was completed in March 2020. It provides security updates and upgrades to existing Water Utility facilities to improve site security and strengthen resiliency. Modifications such as new fiber optic lines, cameras, gates, and fencing have been implemented at limited facilities under the Water Security Project. Planned improvements for this Project include more fencing, cameras, and fiber optic lines to be installed at the remaining and more active well sites, as well as critically identified stations and interties.

In addition to upgrades to existing Water Utility sites identified by the City, the Project also provides funding for the completion of recommendations put forth from Risk and Resiliency Assessments and Emergency Response Plans conducted by engineering firms to certify the City with the Environmental Protection Agency (EPA) under the Safe Drinking Water Act (SDWA).

FISCAL IMPACT

The requested budget adjustment is needed to fully fund the Water Security Project. The budget adjustment of \$300,000 would increase the existing \$900,000 project budget to a total project budget of \$1,200,000. The Project is funded by the Water Operations Fund, which has available resources for this budget adjustment.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
William Montz, Assistant Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 6948

REVIEWERS:

Erika de Leuze, Environmental Utilities Department - Technical Services	Created/Initiated - 5/20/2025
Devin Whittington, Environmental Utilities Department	Approved - 5/20/2025
Sean Bigley, Environmental Utilities Department	Approved - 5/20/2025
Gretchen Hakala, City Attorney Department	Approved - 5/21/2025
Katrina Six, City Clerk Department	Approved - 5/21/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/23/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

ORDINANCE NO. 6948

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Water Security project.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	William Montz, Assistant Engineer	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Linda York, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU Water		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	6587	84001	500150	300,000	Increase capital outlay for Project 500150 Water Security and Resiliency Improvements
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				300,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS IN TOTAL				-	

NET ADJUSTMENT	300,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6101	3601	00000	000000	(300,000)	Decrease Water Operations Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(300,000)	

Justification for Budget Adjustment:

The Water Security and Resiliency Improvements Project (#500150) was developed to provide the City with new security updates and upgrades to existing Water Utility facilities to improve site security and strengthen resiliency. This budget adjustment would allow for planned improvements which include more fencing, cameras, and fiber optic lines to be installed at the remaining and more active well sites as well as critically identified stations and interties. The budget adjustment of \$300,000 would increase the existing \$900,000 budget for a total new project budget of \$1,200,000.

Title:	On-Call Construction Fencing Services - Contract Purchase Agreement Amendment
Contact:	William Montz 916-774-5545 wlmontz@roseville.ca.us

SUMMARY

This item requests City Council approval to increase the On-Call Construction Fencing Contract Purchase Agreement for Crusader Fence Company for fiscal year 2024-25, from a not-to-exceed cost for the services of \$350,000 per year up to \$750,000 per year, for up to three years. The fencing projects may be funded by the Environmental Utilities Rehabilitation Program, operating budgets, or capital improvement projects.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an amendment to the Contract Purchase Agreement for On-Call Construction Fencing Services with Crusader Fence Company, increasing the not-to-exceed amount from \$350,000 to \$750,000 for FY2024-25, as well as for the optional renewal years.

BACKGROUND

The City of Roseville Environmental Utilities Department (EU) owns and operates the Dry Creek Wastewater Treatment Plant (DCWWTP), Pleasant Grove Wastewater Treatment Plant (PGWWTP), Barton Road Water Treatment Plant (BRWTP), a distribution system for water, a collection system for wastewater, and a recycled water system.

From time to time, EU has new or existing sites which require security fencing upgrades that need to be completed in a relatively short period of time. These security upgrades may be funded by the Environmental Utilities' Rehabilitation Program, operating budgets, or capital improvement projects, and must be completed due to operational or maintenance needs. Due to recent acts of vandalism and destruction of property, the installation and repair of fencing around the City's facilities is of high priority. The increase in the contract limit will allow for these installations to continue without interruption and strengthen the City's security and resiliency against mischievous and criminal acts.

FISCAL IMPACT

The not-to-exceed cost for the services for this agreement would be increased from \$350,000 per year to \$750,000 per year, for three one-year renewals. The term of this agreement is not changing, there is no guaranteed minimum amount of work provided in the contract, and payment will only be made for work completed. The fencing projects may be funded by the Environmental Utilities' Rehabilitation Program, operating budgets, or capital improvement projects, at no cost to the General Fund.

ENVIRONMENTAL REVIEW

The proposed project involves the operation, repair, and maintenance of an existing facility. This activity is

categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
William Montz, Assistant Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-189
2. 3003939 Crusader Fence Company LLC - Executed Amendment

REVIEWERS:

Erika de Leuze, Environmental Utilities Department - Technical Services	Created/Initiated - 5/20/2025
Devin Whittington, Environmental Utilities Department	Approved - 5/20/2025
Sean Bigley, Environmental Utilities Department	Approved - 5/20/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-189

APPROVING AMENDMENT #1 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CRUSADER FENCE COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Amendment #1 to Contract Purchase Agreement (3003939) to provide on-call construction fencing services, by and between the City of Roseville and Crusader Fence Company, LLC, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3003939

Supplier Details:

Company Crusader Fence Company LLC
Contact Codi Boek
Address 3115 Gold Valley Dr

Rancho Cordova, CA 95742

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

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

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

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

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

Insurance requirements:

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



Contract Purchase Agreement 3003939

Agreement	3003939
Agreement Date	02-JUL-2024
Change Order	3
Change Order Date	17-JAN-2025
Revision	1
Agreement Amount	750,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Crusader Fence Company LLC**
 3115 Gold Valley Dr

Rancho Cordova, CA 95742

Phone: (916) 661-2681
Fax: (916) 631-8989
Email: codi@crusaderfence.com

Description of
 Labor,

equipment
 and/or materials Contract Purchase Agreement 3003939, which was executed on 7/1/2024, is hereby
 modified as follows:

The agreement amount is modified from \$350,000.00 to \$750,000.00. The purpose of
 this modification is to allow for additional fencing services as called for under City of
 Roseville Request for Proposal 08-137.

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

For questions contact Bill Montz in the Environmental Utilities Department at (916) 938-
 0154 or WLMontz@roseville.ca.us.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	10512	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Jul-2024	30-Jun-2025	Sue Jessup Phone 1-916-746-1107			

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

Supplier	
Signature:	
Print Name:	Martin N. Boek
Title:	Member

Supplier	
Signature:	
Print Name:	Brayton Statham
Title:	Manager

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

Title:	Church Street and Pump Station 26 Collection System Improvements Project – Increase in Spending Authority and Budget Adjustment
Contact:	William Montz 916-774-5545 wlmontz@roseville.ca.us

SUMMARY

Staff requests authorization for the City Manager or his designee to approve and pay for contract change orders for the Construction Agreement with Mountain Cascade, Inc. for the Church Street and Pump Station 26 Collection System Improvements Project (Project) that could increase the original contract amount for Schedule A by no more than 17%, or \$718,360. This item also requests approval of a \$400,000 budget adjustment for the Project using available resources in the Wastewater Rehabilitation Fund.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution approving an increase in spending authority from 5% to 17% and authorizing the City Manager or his designee to approve and pay for contract change orders for Schedule A of the Construction Contract with Mountain Cascade, Inc. for the Project that could increase the original Schedule A contract amount of \$4,278,000 by no more than 17%, or \$718,360.
2. Adopt an ordinance approving a budget adjustment to appropriate \$400,000 in the Wastewater Rehabilitation Fund to the Project.

BACKGROUND

This Project includes upgrades to the existing critical Wastewater Collection's pipeline infrastructure near Church Street as well as along Sierra College Boulevard in Roseville. These upgrades are needed to prevent future sanitary sewer overflows during storm events which violate the Wastewater Collection's Waste Discharge Requirements. The Project was split into two portions: Church Street (Schedule A) and Pump Station 26 (Schedule B).

On August 7, 2024, the Construction Agreement was awarded by City Council to Mountain Cascade, Inc. in the amount of \$7,065,151, which included \$4,278,000 for the work on Schedule A funded by the Wastewater Rehabilitation Fund, and \$2,787,151 for the work on Schedule B funded by the South Placer Wastewater Authority. In addition, City Council authorized contract change orders for this construction project that could increase the contract amount by no more than 5%.

The sewer system at Church Street is extremely old (80+ years) and unforeseen and unpredictable conditions have caused additional construction work deemed necessary for a functioning and efficient system. This project is currently under construction.

FISCAL IMPACT

The construction contract for this project was awarded on August 7, 2024, for \$7,065,151 (Schedule A portion totals \$4,278,000 and the Schedule B portion totals \$2,787,151) with a contract change order allowance for Schedule A in the amount of \$213,900, or 5%. This is a request for an additional 12% to Schedule A construction contingency (\$504,460) for a total of \$718,360 or 17% of the original Schedule A contract amount. After the requested change, the Schedule A contract with Mountain Cascade would (potentially) total \$4,996,360.

The existing Schedule A Project budget is \$5,660,000 and the requested budget amendment of \$400,000 brings the total Schedule A Project budget to \$6,060,000. The added \$400,000 is to cover the costs for an increase in contract change orders (\$333,340), professional services (\$20,000), and secondary labor (\$46,660). Funding for Schedule A is provided by the Wastewater Rehabilitation Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to feasibility and planning studies for possible future actions which the agency has not approved or funded (CEQA Guidelines §15262). Because the Dry Creek Wastewater Treatment Plant Solids Train Process Optimization Study only authorizes feasibility and planning studies it is statutorily exempt from CEQA review. Following completion of these studies the City will refine the project proposal and conduct CEQA review prior to project approval.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
William Montz, Assistant Engineer

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Resolution 25-188
2. Ordinance 6952

REVIEWERS:

William Montz, Environmental Utilities Department - Technical Services	Created/Initiated - 5/23/2025
Devin Whittington, City Clerk Department	Approved - 5/23/2025
Sean Bigley, City Clerk Department	Approved - 5/23/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-188

APPROVING AN INCREASE IN SPENDING AUTHORITY

WHEREAS, on August 7, 2025, a construction agreement for the Church Street and Pump Station 26 Collection Systems Improvement project was awarded to Mountain Cascade, Inc.; and

WHEREAS, the sewer system at Church Street is extremely old (80+ years) and unforeseen and unpredictable conditions have caused additional construction work deemed necessary for a functioning and efficient system; and

WHEREAS, staff is requesting an increase in change order authority from 5% to 17%.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that a spending authority increase from 5% to 17% for the construction agreement for the Church Street and Pump Station 26 Collection Systems Improvement project with Mountain Cascade, Inc. is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 6952

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2024-25
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 2024-25, is hereby amended as listed on the attached budget adjustment for the Church Street and Pump Station 26 Collection System Improvement project.

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 _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

Updated 11/22/2024

Please complete the cells highlighted in yellow.

REQUESTER NAME & TITLE:	William Montz, Assistant Engineer EU - Tech Services	FISCAL YEAR:	2024-25
PREPARER NAME & TITLE:	Deanne Garcia, EU Business Analyst	ORDINANCE:	
DEPARTMENT/DIVISION:	EU/Wastewater		

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	6587	84001	500341	400,000	Increase Capital Outlay budget for Project #500341 Church Street Wet Weather Upgrades
EXPENDITURES/EXPENSES/TRANSFERS OUT TOTAL				400,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
REVENUES/TRANSFERS INTOTAL				-	

NET ADJUSTMENT	400,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	3601	00000	000000	(400,000)	Decrease Wastewater Rehabilitation Fund Balance
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
	3601	00000	000000		
FUND BALANCE TOTAL				(400,000)	

Justification for Budget Adjustment:

This Wastewater project funds upgrades to the Church Street area to handle wet weather scenarios. The existing project budget is \$5,660,000 and the requested budget adjustment of \$400,000 will bring the total budget to \$6,060,000. The added \$400,000 is to cover the costs for an increase in contract change orders (\$333,340), professional services (\$20,000), and staff labor (\$46,660). Funding for this budget adjustment comes from the available resources in the Wastewater Rehabilitation Fund (6230).



City Council Communication

Meeting Date: 6/4/2025
Item #: VI.16
File #: 0324
Item ID: 2025-283

Title:	Second Reading - Roseville Designation of Fire Hazard Severity Zone Map
Contact:	Michael Bradley 916-774-5400 mbradley@roseville.ca.us

SUMMARY

Approve an ordinance for second reading and adoption designating moderate, high and very high fire hazard severity zones within the City of Roseville as required by California Government Code section 51179.

RECOMMENDATION

Approve an ordinance for second reading designating moderate, high and very high fire hazard severity zones within the City of Roseville as required by California Government Code section 51179.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community

Respectfully Submitted,
Michael Bradley, Fire Division Chief

Ryan Harrigan, Fire Chief

ATTACHMENTS:

1. Ordinance 6949

REVIEWERS:

Melissa Lipp, City Clerk Department
Katrina Six, City Clerk Department

Created/Initiated - 5/22/2025
Final Approval - 5/22/2025

ORDINANCE NO. 6949

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE DESIGNATING MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES WITHIN THE CITY OF ROSEVILLE

WHEREAS, in 1992, the California legislature declared the prevention of fires a statewide concern, and in doing so, adopted a new regulatory scheme for identifying very high fire hazard severity zones within each county, codified at California Government Code sections 51175 through 51188; and

WHEREAS, pursuant to this new regulatory scheme, the Director of Forestry and Fire Protection (“Director”) was required to identify areas within California as very high fire hazard severity zones and submit those zones to each local agency in California as a recommendation; and

WHEREAS, pursuant to California Government Code section 51179, each local agency receiving a recommendation from the Director was required to designate, by ordinance, very high fire hazard severity zones within its jurisdiction within 120 days of receiving such recommendation from the Director; provided, however, that the local agency retained the authority to: exempt itself from such requirement by adopting ordinances imposing standards that are at least equivalent to the requirements of Government Code sections 51175 through 51188; exclude areas identified as very high fire hazard severity zones by the Director so long as a finding was made that certain measures required by Sections 51175 through 51188 were not necessary for effective fire protection within the local agency’s jurisdiction; or, conversely, designate additional areas within the local agency’s jurisdiction as very high fire hazard severity zones even if not previously identified and recommended as a very high fire hazard severity zone by the Director; and

WHEREAS, any deviations by a local agency to the fire hazard severity zones recommended by the Director were final and not rebuttable, so long as the local agency’s findings were supported by substantial evidence in the record; and

WHEREAS, in 2018, the California legislature amended Government Code section 51179 to remove the language that specifically authorized a local agency to either exempt itself from designating the very high fire hazard safety zones recommended by the Director or to exclude areas identified as very high fire hazard severity zones if not necessary for effective fire protection; and

WHEREAS, in 2021, the California legislature amended Government Code sections 51175 through 51188 to require the State Fire Marshal to begin identifying fire hazard severity zones within California and submitting such recommendations to each local agency, and further requiring the State Fire Marshal to identify and recommend to local agencies two additional levels of fire hazard severity zones: medium fire hazard severity zones and high fire hazard severity zones; and

WHEREAS, later in 2021, the California legislature further amended Government Code section 51179 to specifically prohibit a local agency from decreasing the level of fire hazard severity zones identified by the State Fire Marshal, thereby creating a mandate that each local agency adopt, at a minimum, the levels of fire hazard severity zones identified and recommended to the local agency by the State Fire Marshal; and

WHEREAS, on February 10, 2025, the City of Roseville received the State Fire Marshal's recommended fire hazard severity zones for properties within the City of Roseville's jurisdictional boundaries; and

WHEREAS, pursuant to Government Code sections 51178.5 and 51179, the City is required to make the State Fire Marshal's recommended fire hazard severity zones available for public review and comment within 30 days of receiving such recommendations, and to then designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving the recommendations; and

WHEREAS, the City of Roseville Fire Department made the State Fire Marshal's recommended fire hazard severity zones available for public review and comment on March 12th, 2025; and

WHEREAS, the Fire Marshal for the City of Roseville has reviewed the fire hazard severity zones recommended by the State Fire Marshal, and has determined that the recommended designations are sufficient, and it is not necessary to include any additional areas not previously identified in the State Fire Marshal's recommendations as a medium, high, or very high fire hazard severity zone.

NOW, THEREFORE, THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Certain areas within the City of Roseville's jurisdictional limits are hereby designated as medium, high, or very high fire severity zones, as indicated on the map attached hereto as Exhibit A.

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 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:

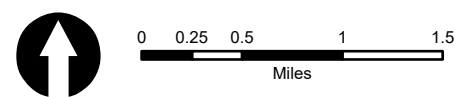
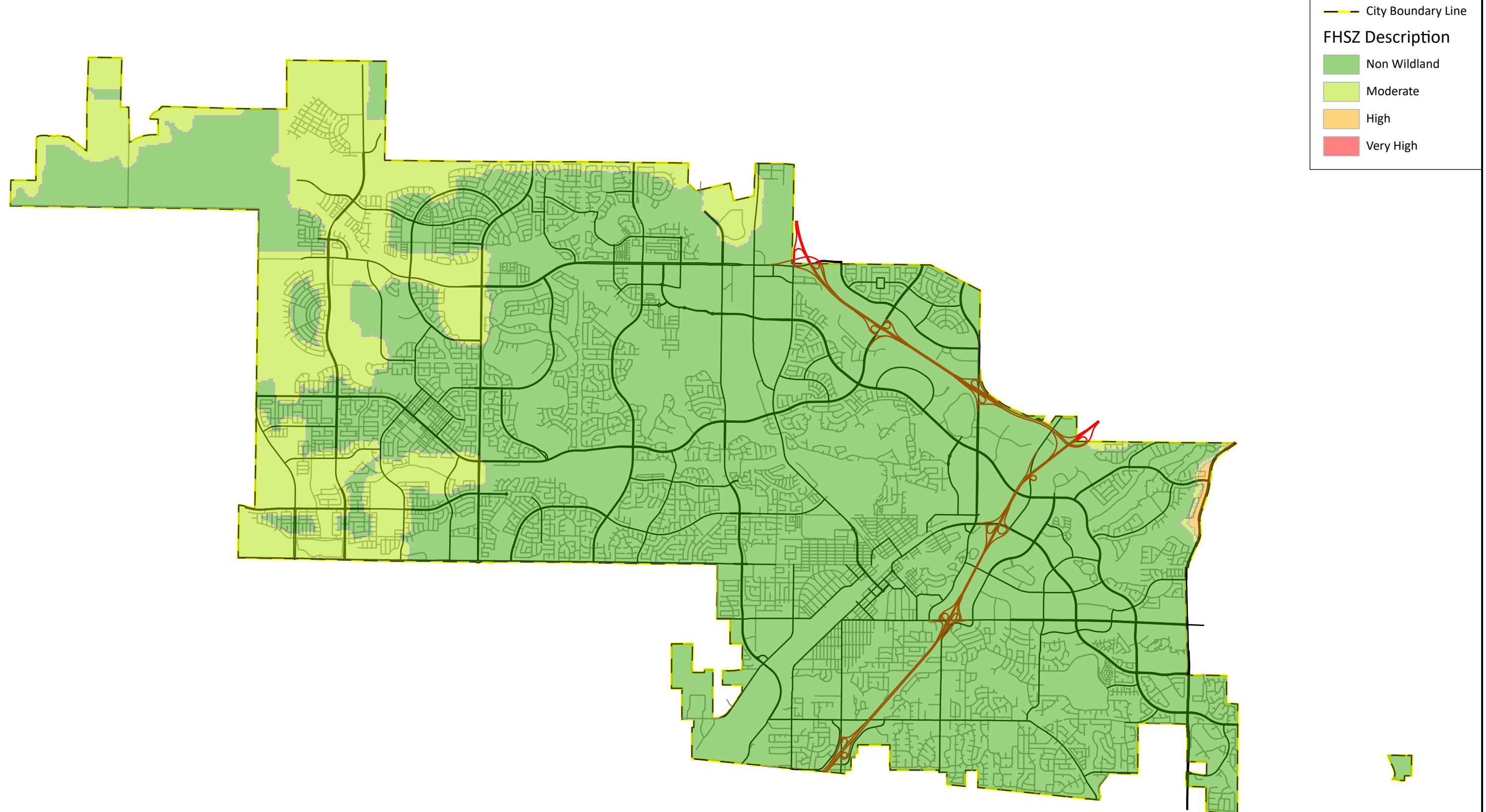
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk





City Council Communication

Meeting Date: 6/4/2025
Item #: VI.17
File #: 0800-02
Item ID: 2025-255

Title:	Second Reading - Water, Wastewater, and Waste Services - Proposed Utility Rate Adjustments and Municipal Code Revisions for Fiscal Year 2025-26 and Fiscal Year 2026-27
Contact:	Shane Whittington 916-774-5557 slwhittington@roseville.ca.us

SUMMARY

Approve an ordinance for second reading and adoption for proposed rate adjustments effective July 4, 2025, and July 1, 2026, for water, wastewater, and waste services utility rates and associated amendments to the Roseville Municipal Code.

RECOMMENDATION

Approve an ordinance for second reading and adoption for proposed rate adjustments effective July 4, 2025, and July 1, 2026, for water, wastewater, and waste services utility rates and associated amendments to the Roseville Municipal Code.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

2. Remain fiscally responsible in a changing world
5. Support community engagement and advocacy
1. Ensure a safe and healthy community
3. Enhance economic vitality

Respectfully Submitted,
Shane Whittington, Environmental Utilities Business Services Manager

Sean Bigley, Environmental Utilities Director

ATTACHMENTS:

1. Ordinance 6953

REVIEWERS:

Katrina Six, City Clerk Department
Melissa Lipp, City Clerk Department

Created/Initiated - 5/27/2025
Final Approval - 5/27/2025

ORDINANCE NO. 6953

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
SECTIONS 9.12.030, 9.12.070, 9.12.090, 9.12.130 OF CHAPTER 9.12 OF TITLE 9,
SECTIONS 14.08.090 AND 14.08.100 OF CHAPTER 14.08, SECTION 14.16.200 OF
CHAPTER 14.16 AND SECTION 14.17.080 OF CHAPTER 14.17 OF TITLE 14 OF THE
ROSEVILLE MUNICIPAL CODE REGARDING WASTE, WASTEWATER, AND WASTE
SERVICES RATES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby
amended to read as shown on Attachment “A”.

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

ATTACHMENT "A"

§ 9.12.030. Organic waste generator requirements.

A. Single-family organic waste generators shall comply with the following requirements:

1. Subscribe to and maintain organic waste collection services for all organic waste. The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Single-family organic waste generators shall adjust service level for their collection services as requested by the city. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).
2. Participate in the city's organic waste collection service(s) by placing source separated organic waste in the container identified and designated for source separated organic waste and placing all other materials in the container identified and designated for such materials.
3. Place containers as follows:
 - a. Residences Having Street Frontage Only. Containers must be placed for collection at curbside in front of residence. The wheels of the container will be placed in the gutter with the handle facing the residence. Containers will be at least three feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.
 - b. Residences with Alley Access. Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least three feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.
 - c. All containers must be at curbside by 6:00 a.m. on scheduled collection days, holidays included. Collection trucks may return for containers that are put out after the truck has passed, upon request for an extra pick-up. Additional charges will apply.

B. Generators that are commercial businesses, including multifamily residential dwellings shall comply with the following requirements:

1. Subscribe to and maintain organic waste collection services for all organic waste. The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. Commercial business organic waste generators shall adjust service level for their collection services as requested by the city. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).
2. Participate in the city's organic waste collection service(s) by placing source

separated organic waste in the container identified and designated for source separated organic waste and placing all other materials in the container identified and designated for such materials.

3. Multifamily residential dwellings will not be required to recycle food waste, but will need to provide proof to the city that other source separated organic waste, such as green waste, are being recycled or diverted from the landfill in an appropriate manner under State law. The city can also provide green waste services, if necessary.
4. Supply and allow access to adequate number, size and location of collection containers with labels or colors sufficient for employees, contractors, tenants, and customers, in compliance with the city's collection service requirements.
5. Excluding multifamily residential dwellings, commercial businesses shall provide containers for the collection of source separated organic waste and garbage in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Furthermore, the commercial businesses shall place containers in such place as shall be convenient to the city for removal of organic waste and garbage. Storage of other equipment or material will not be allowed.
6. Excluding multifamily residential dwellings, containers provided by commercial businesses shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by the city, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container.

C. Generators that are commercial businesses, excluding multifamily residential dwellings shall:

1. To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the city's collection service.
2. Periodically inspect all containers for contamination and inform employees if containers are contaminated and of the requirements to keep prohibited container contaminants out of those containers pursuant to the Act.
3. Annually provide information to employees, contractors, tenants, and customers about organic waste proper sorting and recovery requirements.
4. Nothing in this section prohibits a generator subject to these provisions from

preventing or reducing waste generation or managing organic waste on site.

5. Commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 9.12.110 of this chapter.

§ 9.12.070. Container requirements.

A. Residential. Place containers as follows:

1. **Residences Having Street Frontage Only.** Containers must be placed for collection at curbside in front of residence. The wheels of the container will be placed in the gutter with the handle facing the residence. Containers will be at least three feet from any obstruction such as automobiles, trailers, motor homes, fences, lampposts, portable basketball hoops, mailboxes, or other automated containers. Containers are not to block pedestrian access.
2. **Residences with Alley Access.** Containers must be placed for collection on private property adjacent to the alley property line, with direct access from the alley. The base of the container will be placed on a stable, level surface with the handle facing the residence. Containers will be at least three feet from any obstructions such as automobiles, trailers, motor homes, fences, portable basketball hoops, lampposts, mailboxes, or other automated containers.
3. All containers must be at curbside by 6:00 a.m. on scheduled collection days, holidays included. Collection trucks may return for containers that are put out after the truck has passed, upon request for an extra pick-up. Additional charges will apply.

B. Commercial Placement. Garbage receptacles at places of business shall be located in such place as shall be convenient to the city for removal of garbage. City-approved trash enclosures are to be used for refuse removal equipment only. Storage of other equipment or material will not be allowed.

C. Container Type. The environmental utilities director or designee shall determine the size and specifications of all containers used for the purposes of collection under this chapter.

§ 9.12.090. Charges for collection.

A. Residential.

1. Each and every householder or tenant occupying any dwelling, house, or residence, shall pay to the city, or its authorized agent, a fixed minimum charge as set forth in this section as a refuse rate. Such fixed minimum is based upon service of one call per week, irrespective of whether there is any refuse to remove from any premises.
2. **Automated Container Service.** Each premises shall be assigned city-owned containers. Containers will be serviced by automated collection. All garbage and source separated organic waste for collection must be contained within the container(s) designated for such materials with the lid closed and must fall freely

from container when dumped. Each such premises shall be provided collection regularly, as determined by the environmental utilities director or designee.

3. The City will provide residents with 95-gallon containers for both mixed waste and green waste. A smaller container is available upon request for mixed waste only, but it is priced at the same rate as the 95-gallon container.

For collection of additional containers beyond those covered by the fixed minimum rates established in this chapter, the collection charge shall be that identified in this section.

4. Return Trip Services.

- a. Extra Pick Up. An additional or “extra” pick up may be requested beyond the minimum service required by this chapter. Each such additional or extra pick up shall be subject to a fixed fee.
- b. Out Late. Return service for containers placed out late may be requested. Each “out late” pick up shall be subject to a fixed fee.
- c. Missed Pick Up. A “missed” container must be reported within 48 hours of collection day or an “out late” charge shall be applied to the account.

5. Rates for Residential Collection. Effective July 4, 2025, and July 1, 2026, the residential rates on billings shall be as follows:

Waste Services (Residential)	Effective 7/4/2025	Effective 7/1/2026
Fixed residential refuse charge (per month)*	\$37.13	\$38.24
Each additional Mixed Waste container (per month)	\$25.39	\$26.15
Each additional Green Waste (Organic) container (per month)	\$13.49	\$13.89
Additional pick up of a Mixed Waste container**	\$24.27	\$25.00
Additional pick up of a Green Waste (Organic) container	\$17.84	\$18.38
Residential return trip fee***	\$36.30	\$37.39
Container exchange (due to misuse)	\$108.42	\$111.67
Container exchange (customer requested)	\$36.30	\$37.39
Move in box pick up	\$131.21	\$135.15
Temporary dumpster delivery and pickup (6 yards only) (per week)	\$181.95	\$187.41
Temporary dumpster extra pickup (6 yards only)	\$127.70	\$131.53

*Fixed residential refuse charge includes service for one mixed waste container (once per week) and one source separated organics waste (every other week) container as identified in 9.12.090(A)(2).

**This fee is also applicable to source separated organic waste (green waste) container emptied as trash due to contamination.

***This fee is applied when service is requested but container is inaccessible.

B. Commercial.

1. A landlord, property owner, property manager or management company of a commercial business that has a commercial dumpster shall pay to the city, or its authorized agent, a fixed charge as set forth by the city council as a refuse rate. Monthly charges will be applied to a single account per service. Such rates and fees are based upon a minimum service of one call per week, irrespective of whether there is any refuse to remove from any premises.

A landlord, property owner, property manager or management company with multiple tenants who must share a commercial dumpster shall be responsible for the refuse utility bill of the tenants.

The City will not split service costs by two or more landlords, property managers or management companies.

2. Commercial frontloader, rearloader, roll-off, and automated container services are provided by the city.

All rearloader rates displayed below include an additional premium of 25%.

An additional or extra pick up may be requested beyond the minimum service required by this chapter. Each such additional or extra pick up shall be subject to a fixed fee.

Temporary commercial collection must be charged to a City of Roseville customer utility account. A “garbage only” account may be requested for temporary services. See Chapter 14.04 “Utility Customer Billing, Accounting and Collections” for information about establishing a new account.

Timeframe for Temporary Customer Service. Temporary dumpsters for commercial business use must be serviced weekly and removed within a 90-day period. It is the customer’s responsibility to schedule services. If a temporary dumpster is not emptied within seven consecutive days of its delivery or last collection, the account shall be assessed a weekly rental fee per subsection (B)(5), Rates for Commercial Collection.

3. The city will collect all source separated organic waste, unless a commercial business had collection services in place before September 28, 2014, the date AB 1826 was approved. Any commercial business with a collection contract in effect before this date can continue with providers until the contract expires. Once the contract expires the commercial business will default to city collection service as provided for in this chapter.
4. An additional or special pick up may be requested beyond the minimum service required by this chapter. Each such additional or special pick up shall be subject to a fixed fee.
5. Rates for Commercial Collection. Effective July 4, 2025, and July 1, 2026, the commercial rates on billings shall be as follows:

Waste Services Commercial Miscellaneous Services and Fees	Effective 7/4/2025	Effective 7/1/2026
Automated container commercial service	\$37.13	\$38.24
Waste service minimum monthly charge	\$41.63	\$42.88
Streetscape and LLD containers	\$12.26	\$12.63
Hand pick up service	\$52.04	\$53.60
Commercial Bin Assistance (per pickup)	\$65.58	\$67.55
Push/Pull Service (optional monthly)	\$21.78	\$22.43
Lock Service (optional monthly)	\$14.52	\$14.96
Autocan Extra Pickup	\$24.27	\$25.00
Autocan Out Late Pickup	\$24.27	\$25.00
Return Trip - No Access Fee	\$36.30	\$37.39
Lock for Bin (deliver or replace)	\$21.78	\$22.43
Streetscape/LLD Can Extra Pickup	\$39.37	\$40.55
Equipment Replacement/Repair (outside normal wear & tear)	AT COST	AT COST

Frontloader and Rearloader Rates (Multiply by number of weekly pick ups)	Effective 7/4/2025	Effective 7/1/2026
Mixed Waste Frontload 2-yard bin	\$132.03	\$135.99
Mixed Waste Frontload 3-yard bin	\$198.04	\$203.98
Mixed Waste Frontload 4-yard bin	\$264.05	\$271.97
Mixed Waste Frontload 5-yard bin	\$330.06	\$339.96
Mixed Waste Frontload 6-yard bin	\$396.08	\$407.96
Mixed Waste Frontload 8-yard bin	\$528.10	\$543.94
Mixed Waste Frontload 2-yard bin Extra Pick Up (per occurrence)	\$69.31	\$71.39
Mixed Waste Frontload 3-yard bin Extra Pick Up (per occurrence)	\$85.81	\$88.38
Mixed Waste Frontload 4-yard bin Extra Pick Up (per occurrence)	\$102.31	\$105.38
Mixed Waste Frontload 5-yard bin Extra Pick Up (per occurrence)	\$118.82	\$122.38
Mixed Waste Frontload 6-yard bin Extra Pick Up (per occurrence)	\$135.32	\$139.38
Mixed Waste Frontload 8-yard bin Extra Pick Up (per occurrence)	\$168.32	\$173.37
Mixed Waste Frontload Compactor 2-yard bin	\$237.90	\$245.04
Mixed Waste Frontload Compactor 3-yard bin	\$356.84	\$367.55
Mixed Waste Frontload Compactor 4-yard bin	\$475.80	\$490.07
Mixed Waste Frontload Compactor 6-yard bin	\$713.69	\$735.10
Mixed Waste Frontload Compactor 8-yard bin	\$951.59	\$980.14
Mixed Waste Frontload Compactor 2-yard bin Extra Pick Up (per occurrence)	\$95.78	\$98.65
Mixed Waste Frontload Compactor 3-yard bin Extra Pick Up (per occurrence)	\$125.52	\$129.29
Mixed Waste Frontload Compactor 4-yard bin Extra Pick Up (per occurrence)	\$155.25	\$159.91
Mixed Waste Frontload Compactor 6-yard bin Extra Pick Up (per occurrence)	\$214.72	\$221.16
Mixed Waste Frontload Compactor 8-yard bin Extra Pick Up (per occurrence)	\$274.20	\$282.43

Cardboard Frontload 2-yard bin	\$40.53	\$41.75
Cardboard Frontload 3-yard bin	\$60.79	\$62.61
Cardboard Frontload 4-yard bin	\$81.06	\$83.49
Cardboard Frontload 5-yard bin	\$101.32	\$104.36
Cardboard Frontload 6-yard bin	\$121.58	\$125.23
Cardboard Frontload 8-yard bin	\$162.11	\$166.97
Cardboard Frontload 2-yard bin Extra Pick Up (per occurrence)	\$46.43	\$47.82
Cardboard Frontload 3-yard bin Extra Pick Up (per occurrence)	\$51.50	\$53.05
Cardboard Frontload 4-yard bin Extra Pick Up (per occurrence)	\$56.57	\$58.27
Cardboard Frontload 5-yard bin Extra Pick Up (per occurrence)	\$61.64	\$63.49
Cardboard Frontload 6-yard bin Extra Pick Up (per occurrence)	\$66.69	\$68.69
Cardboard Frontload 8-yard bin Extra Pick Up (per occurrence)	\$76.83	\$79.13
Temporary Frontload 6-yard bin	\$181.95	\$187.41
Temporary Frontload 6-yard bin Extra Pick Up (per occurrence)	\$127.70	\$131.53
Mixed Waste Rearload 1.5-yard bin	\$123.78	\$127.49
Mixed Waste Rearload 2-yard bin	\$165.04	\$169.99
Mixed Waste Rearload 3-yard bin	\$247.55	\$254.98
Mixed Waste Rearload 1.5-yard bin Extra Pick Up (per occurrence)	\$67.25	\$69.27
Mixed Waste Rearload 2-yard bin Extra Pick Up (per occurrence)	\$77.56	\$79.89
Mixed Waste Rearload 3-yard bin Extra Pick Up (per occurrence)	\$98.19	\$101.14
Mixed Waste Rearload Compactor 2-yard bin	\$297.36	\$306.29
Mixed Waste Rearload Compactor 3-yard bin	\$446.05	\$459.43
Mixed Waste Rearload Compactor 2-yard bin Extra Pick Up (per occurrence)	\$110.64	\$113.96
Mixed Waste Rearload Compactor 3-yard bin Extra Pick Up (per occurrence)	\$147.82	\$152.25

Roll Off Open Top and Compactor Rates and Fees	Effective 7/4/2025	Effective 7/1/2026
Temporary Roll Off Weekly Rental Fee	\$156.52	\$161.22
Roll Off Haul (tonnage separate)	\$453.49	\$467.09
Tonnage Rates Based on WPWMA (MSW)*	At cost	At cost
Tonnage Rates Based on WPWMA (C&D)*	At cost	At cost
Tonnage Rates Based on WPWMA (Sludge)*	At cost	At cost
Tonnage Rates Based on WPWMA (Mixed Inert)*	At cost	At cost
Tonnage Rates Based on WPWMA (Food Waste)*	At cost	At cost
Tonnage Rates Based on WPWMA (Green Waste)*	At cost	At cost
Tonnage Rates Based on WPWMA (Wood Waste)*	At cost	At cost
Tonnage Rates Based on WPWMA (Inert)*	At cost	At cost
Tonnage Rates Based on WPWMA (Treated Wood Waste)*	At cost	At cost
Emergency After Hours (per occurrence)	\$234.36	\$241.39
Roll Off Return - Not Ready (per pickup)	\$43.55	\$44.86
Standby Charge (per 15 min)	\$87.10	\$89.71

Compactor Cleaning Fee	\$612.81	\$631.19
Roll Off Relocation Fee (no haul)	\$72.58	\$74.76

* Tonnage charges (tipping fees) vary by material type, and are determined by the Western Placer Waste Management Authority. With city department head approval, some entities may pay tonnage charges directly to Western Placer Waste Management Authority.

- C. **City Designated Shared Service Rates.** City Designated Shared Services are solid waste services established solely at the discretion of the City when individual collection service is impractical due to physical space limitations or access constraints. Shared containers or collection points may be provided by the City to service multiple units collectively; however, such service is not available by request and may only be implemented where expressly designated by the City. Rates are applicable to the City of Roseville downtown specific plan area. Exact rates are determined on a site-specific basis based on the following criteria:

	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/4/2025	Cost per 1,000 square feet of building area or per dwelling unit Effective 7/1/2026	
Below are the square footage rates for City Designated Shared Services. If a customer's site-specific charge does not exceed the fixed minimum charge, they will be subject to the monthly fixed minimum charge.			
Monthly Minimum (Fixed)	\$41.63	\$42.88	
Tier 1: Cost per 1,000 square feet of building area or per dwelling unit	\$8.70	\$8.96	Tier 1 includes business types that are determined low use by the environmental utilities director. Typical examples of low use are retail and office establishments and small apartment units.
Tier 2: Cost per 1,000 square feet of building area	\$35.07	\$36.12	Tier 2 includes business types that are determined medium use by the environmental utilities director. Typical examples of medium use are relatively smaller establishments such as bars and grills, coffee shops and delis; selling or serving food but not considered a full-service restaurant.
Tier 3: Cost per 1,000 square feet of building area	\$74.09	\$76.31	Tier 3 includes business types that are determined high use by the environmental utilities director. A typical example of high use is full-service restaurants, restaurant/bakeries, and similar establishments. Full-service restaurants are defined as primarily dine-in establishments with established menus, and a minimum of two meals per day (e.g., lunch and dinner).

- D. **Shared City Service Organics Tiers.** Shared City Service Organics Tiers shall be assigned based on building area, dwelling units and use characteristics aligned with the tier structure and use classifications defined in Chapter 9.12.090(C). Rates are determined on a site-specific basis based on the following criteria:

Shared City Service Organics Tiers	Effective 7/4/2025	Effective 7/1/2026

Tier 2	\$49.75	\$51.24
Tier 3	\$118.17	\$121.72

- E. Effective July 4, 2025 and July 1, 2026, the commercial organic waste collection rates on billings shall be as follows:

Commercial Organics Multiply by number of weekly pick ups	Effective 7/4/2025	Effective 7/1/2026
Organic Waste Collection 1 65-gallon can	\$49.75	\$51.24
Organic Waste Collection 2 65-gallon cans	\$74.86	\$77.10
Organic Waste Collection 3 65-gallon cans	\$99.97	\$102.96
Organic Waste Collection 4 65-gallon cans	\$125.08	\$128.82
Organic Waste Collection 5 65-gallon cans	\$150.19	\$154.68
Organic Waste Collection 6 65-gallon cans	\$175.30	\$180.54
Organic Waste Collection 1 2-yard bin	\$118.17	\$121.72
Organic Waste Collection 2 2-yard bins	\$211.72	\$218.07
Additional Commercial Organics Pick Up	\$89.20	\$91.88
Contaminated Commercial Organics Pick Up	\$118.93	\$122.50

§ 9.12.130. Container collection.

- A. Each container subject to this chapter shall be placed on the curb or parkway or in the alley for collection, not earlier than the evening preceding and not later than 6:00 a.m. on the day of regular collection. Those containers shall be removed from the curbs, parkways or alleys within 12 hours after the refuse has been collected therefrom.
- B. The collection services provided under this chapter are rendered to all properties within the limits of the city, and no service shall be rendered outside the corporate limits of the city.

§ 14.08.090. Service charges for metered service.

There shall be due and payable the following monthly charges, upon submission of the bill by the city to the owner of the property supplied with service, for all treated water measured by meters for residential, commercial, industrial and manufacturing or other purposes:

- A. Monthly Quantity Rates. Effective July 4, 2025 and July 1, 2026, the monthly quantity rates on billings shall be as follows:

	Effective 7/4/2025	Effective 7/1/2026
Potable water usage (per cubic foot)	\$0.0174	\$0.0181
Recycled water usage (per cubic foot)	\$0.0112	\$0.0117

- B. Monthly Service Charges. Effective July 4, 2025 and July 1, 2026, the monthly service charges on billings shall be as follows:

Meter Size (inches)	Peak Flow Rate (gallons per minute)	Effective 7/4/2025	Effective 7/1/2026
Up to 3/4	30	\$31.63	\$32.90
1	50	\$49.47	\$51.45
1-1/2	100	\$94.07	\$97.83
2	160	\$147.59	\$153.49
3	350	\$317.07	329.75
4	630	\$566.83	\$589.50
6	1300	\$1,164.47	\$1,211.05
8	2800	\$2,502.47	\$2,602.57
10	4200	\$3,751.27	\$3,901.32

- C. The total amount due and payable shall be the sum of the monthly service charge plus the quantity rate. The monthly service charge is due and payable regardless of whether water has been consumed. The service charge shall be the greater of the charge based on the meter size or flow rate, with the following exceptions:
1. No service charge shall be made for fire service that has backflow prevention with detector check devices approved by the environmental utilities director.
- D. No service charge shall be made for recycled water utility back-up systems that are required for reliability only and have backflow prevention and metering approved by the environmental utilities director. This exclusion does not extend to systems that are regularly required as part of normal operation. The recycled water operation shall be responsible for water volumetric charges for these services and any costs associated with meter maintenance. For purposes of charging for treated water measured by meters:
1. A residential account is defined as a single metered water service which serves three or less dwelling units.
 2. A nonresidential account is defined as a single metered water service which serves more than three dwelling units, or serves commercial, industrial, manufacturing, irrigation or other nonresidential land uses.
- E. For single-family residential services that require automatic fire protection systems pursuant to Section 16.16.110, the increased meter size will not be assessed an additional charge associated with the fire protection system requirement. Service charges shall be based on the required service size as determined by the Uniform Plumbing Code without consideration for any fire protection system required by Section 16.16.110.

§ 14.08.100. Flat water rates.

The following service charges shall apply to flat rate consumers that the environmental utilities

director determines are not cost effective to assign metered rates. The environmental utilities director shall conduct a water use study for consumers whom he or she determines may not be reasonably metered, and the director shall assign such consumers to an appropriate service rate level as set forth in this section. Water service rates for flat rate residential consumers shall be due and payable on a monthly basis according to the appropriate grouping set out in this section.

Effective July 4, 2025, and July 1, 2026, the flat rates on billings shall be as follows:

Nonmetered or Flat Service Charges	Effective 7/4/2025	Effective 7/1/2026
Single-family lots under 4,900 square feet; each mobile home unit not within a park maintaining its own distribution system and service; each dwelling unit of duplexes, triplexes, fourplexes, unmetered apartments and other multiple living units; other detached living units; and offices and stores with less than peak use of 250 gallons per day	\$52.95	\$55.07
Single-family lots 4,901 to 8,900 square feet	\$56.79	\$59.06
Single-family lots 8,901 to 12,000 square feet	\$66.39	\$69.05
Single-family lots 12,001 to 15,000 square feet	\$73.59	\$76.53

§ 14.16.200. Monthly unit sewer service charge established.

Except as otherwise provided in this chapter, a monthly unit sewer service charge shall be paid by each user connected to the city-owned public sewer. The monthly unit sewer service charge on billings shall be:

- A. The monthly sewer charge shall be \$55.13 per sewer unit, effective on billings as of July 4, 2025, and \$57.34 per sewer unit, effective on billings as of July 1, 2026.
- B. Commercial customers without a sewer meter that are not subject to a flat rate per Section 14.16.220 and are associated to their potable water usage (metered consumption) shall have a monthly per sewer unit charge (the same as in subsection A) and a quantity rate as follows:

	Effective 7/4/2025	Effective 7/1/2026
Monthly per sewer unit charge	\$55.13	\$57.34
Associated sewer consumption charge above 560 cubic feet of potable water usage	\$0.05288 per cubic foot	\$0.05500 per cubic foot

- C. Commercial customers with a cubic-foot sewer meter shall have a monthly per sewer unit charge (the same as in subsection A) and a quantity rate as follows:

	Effective 7/4/2025	Effective 7/1/2026
Monthly per sewer unit charge	\$55.13	\$57.34
Sewer consumption charge above 560 cubic feet	\$0.05288 per cubic foot	\$0.05500 per cubic foot

- D. For commercial customers with a gallon sewer meter, the consumption rate will be based on the per cubic foot rate in subsection B and converted to a per gallon rate as follows:

Effective 7/4/2025: $\$0.05288 / 7.48 = \0.0070695 per gallon.

Effective 7/1/2026: $\$0.05500 / 7.48 = \0.0073529 per gallon.

Some commercial and industrial customers may require an additional surcharge per Section 14.16.220.

§ 14.17.080. Fees and charges—Delinquency—Disconnection or termination.

- A. All fees, charges, deposits or penalties provided for in this chapter, including recycled water charges, shall be in the amount set forth in Chapter 14.08 or as established by resolution adopted by the city council, as amended from time to time.
- B. Payment by a customer for recycled water service shall be due and payable as specified in Chapter 14.04 for water service. If payment is not received in accordance with Chapter 14.04, then the recycled water service may be disconnected or terminated. In the event the city disconnects or terminates recycled water service pursuant to this section, then in addition to the payment due for recycled water, the customer shall pay any and all delinquent and reconnection charges for recycled water service as specified in Chapter 14.04 for water service.

Price of Recycled Water. Effective July 4, 2025, the price for recycled water sold, supplied, distributed or transported to customers of the city shall be at a rate or charge equal to the sum of 90 percent of the monthly service charge and 64.5 percent of the rate or charge which the city council may establish from time to time as set forth in Chapter 14.08 for potable water and which is in effect on the date of delivery of recycled water by the city to such customer.

Title:	HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 1st Qtr 2025
Contact:	Danielle OConnell 916-774-5277 doconnell@roseville.ca.us

SUMMARY

Staff recommends the City Council, acting as the Roseville Housing Authority Board, receive a quarterly report on the Housing Authority's Housing Choice Voucher Program. This report is for informational purposes only and has no impact on the City's General Fund.

RECOMMENDATION

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. This quarterly report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the governing board for the Housing Authority, holds 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 lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the U.S. Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing property owner, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household can afford to live in safe and decent housing. During the first quarter of 2025 there were 648 vouchers utilized in Roseville, 145 vouchers being utilized in Rocklin, and 18 in other jurisdictions (approved transfers out of the area) for a total of 811 families receiving rental assistance through RHA.

RHA is authorized to provide 846 households with HCV rental assistance. Included in the total vouchers are several special voucher types including:

- 38 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness or at risk of experiencing homelessness;
- 75 vouchers allocated specifically for families on the waiting list with a head-of-household or partner that is non-elderly and disabled (NED vouchers);
- 43 Mainstream Vouchers that assist households who have a non-elderly head of household or partner with a disability and are transitioning out of institutional or other segregated settings, are currently homeless, or at risk of becoming homeless;
- 100 VASH Vouchers for veteran households that come via referral from the Department of Veterans Affairs (VA) and receive assistance with paperwork, housing navigation and staying housed; and
- 20 Foster Youth to Independence (FYI) Vouchers that assist former foster youth, ages 18 to 24, as

they transition out of foster care and are either homeless or at risk of becoming homeless.

RHA continues to operate the very popular Landlord Incentive Program, implemented in April 2023. With limited rental inventory, this successful program has allowed RHA to house a record number of families and attract new owners to the program. RHA's HCV leasing success rate of 96% continues to impress HUD administration and staff continues to look for other ways to attract and retain property owners. Since April 2023, 70 new landlords have begun providing housing to RHA voucher holders.

RHA is collaborating with Placer County Housing Authority (PCHA) to manage the Family Self-Sufficiency (FSS) programs and our shared Program Coordinating Committee (PCC). The committee is made up of Placer County agencies and businesses to assist the Housing Authorities in securing commitments of public and private resources to operate the FSS program. The 2025 first quarter meeting of the PCC was productive with PCHA, Placer County, and RHA establishing an inter-agency referral process. RHA's FSS program currently has 25 participants enrolled with a combined escrow of \$119,708.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation. The attached table provides a monthly summary of RHA's voucher programs for the first quarter of 2025.

FISCAL IMPACT

This Housing Authority Quarterly Status Report does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
3. Enhance economic vitality

Respectfully Submitted,
Danielle OConnell, Housing Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Vouchers Qtr 1

REVIEWERS:

Danielle OConnell, Economic Development Department - Housing	Created/Initiated - 5/22/2025
Trisha Isom, Economic Development Department - Housing	Approved - 5/22/2025
Melissa Anguiano, City Clerk Department	Approved - 5/22/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/22/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

2025	Actual Lease-up of Regular	10-HUD Regular (570)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (100)	Actual Lease-up of FYI	22-HUD FYI (20)	Actual Lease-up of Mainstream	12-HUD Mainstream (43)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (50)
Jan-25	575	570	75	75	51	100	1	20	42	43	38	38
Feb-25	575	570	75	75	57	100	1	20	39	43	38	38
Mar-25	572	570	75	75	56	100	1	20	36	43	38	38
YTD Total	1722	1710	225	225	164	300	3	60	117	129	114	114
YED % Leased	100.7%		100.0%		54.7%		5.0%		90.7%		100.0%	

Title:	Council Discretionary Funds - Roseville Community Crime Stoppers
Contact:	Heather Blanco 916-746-1171 hblanco@roseville.ca.us

SUMMARY

Staff recommends City Council consider providing sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run. The City Council has funded prior years' requests at \$2,000. The balance remaining in the Council Discretionary Funds for FY2024-25 is \$7,821.

RECOMMENDATION

Staff recommends that the City Council approve sponsorship to Roseville Community Crime Stoppers for its annual Fourth of July Fun Run.

BACKGROUND

City Council has awarded Council Discretionary Funds in support of this community event almost annually since 2012. Last year, the City Council sponsored the event with a \$2,000 donation. The sponsorship supports the community in three important ways:

- 1.) Providing Roseville families an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding.
- 2.) Roseville Community Crime Stoppers, in cooperation with the Roseville Police Department, is managing a new software program, having a completely anonymous tip and reward software program for our community.
- 3.) Using the funds raised through runners' fees and sponsorship for cash rewards for information leading to arrests and convictions for serious crimes committed in Roseville, scholarships for Roseville youth pursuing careers in public safety, and community education on public safety.

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. The City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000 of the annual earnings for the purpose of improving the quality of life in Roseville.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund. Annually, the Assistant City Manager/Chief Financial Officer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.040 in the Municipal Code and includes it in the annual budget along with the Citizens' Benefit Fund resources available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for Roseville residents and appropriated by the City Council. The balance remaining in the Council's Discretionary Funds for FY2024-25 is \$7,821.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

5. Support community engagement and advocacy

Respectfully Submitted,
Heather Blanco, Executive Assistant

Dominick Casey, City Manager

ATTACHMENTS:

1. CS City of Roseville Letter 2025

REVIEWERS:

Heather Blanco, City Manager Department - City Manager	Created/Initiated - 5/21/2025
Helen Dreyer, City Clerk Department	Approved - 5/21/2025
Carmen Avalos, City Clerk Department	Approved - 5/21/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/22/2025
Ryan DeVore, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/22/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/22/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025



May 1, 2025

Krista Bernasconi, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mayor Bernasconi and City Council:

Roseville Community Crime Stoppers requests a \$2,000 sponsorship of its annual Fourth of July Fun Run which serves the community in three important ways:

- 1) The Fun Run provides Roseville families with an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding. This year we will be holding the start and finish in Downtown Roseville and have added vendor booths to drive attendance for the Run, Downtown, and during and after the City Parade
- 2) Roseville Community Crime Stoppers is managing a new software program in cooperation with the Roseville Police Department, having put in place a completely anonymous tip and reward software program for our community
- 3) Funds raised through runners' fees and sponsorships are used for:
 - a. Cash rewards for information leading to arrests and convictions in serious crimes committed in Roseville
 - b. Scholarships for Roseville youth pursuing careers in public safety
 - c. Community education on public safety issues through distribution of educational materials at public events, and hosting community events such as our Forum on current public safety trends.

The City of Roseville has supported the Crime Stoppers Fourth of July Fun Run for many years with sponsorship. That support, combined with community business and individual sponsorships, provides most of the Crime Stoppers' funding each year. Without it, we would be hard-pressed to support police criminal investigations as we do and provide scholarships to deserving youth and continue our public awareness outreach activities.

Over the 35 years that Crime Stoppers has served the community, we have provided several thousands of dollars in rewards that led to over a hundred convictions and tens of thousands of dollars in recovered property. More than 40 Roseville high school graduates seeking scholarships have received some \$40,000 in grants to support their college aspirations. Our Forum on public safety drew some 200 residents. We plan follow up sessions at other venues in the months ahead. The City's annual sponsorships help make these activities possible.

We would greatly appreciate the Council's granting this sponsorship request again this year. If you do, we pledge to apply the funds as we have in the past to do all we can to keep Roseville a safe place to live, work and play.

Respectfully,

Anne Carpenter, President

Title:	Roseville Municipal Code Update - Revised Fine Schedule and Bail Schedule
Contact:	Travis Cochran 916-774-5325 tecochran@roseville.ca.us

SUMMARY

Staff recommends the City Council introduce for first reading an ordinance amending Chapters 1.20 and 2.50 of the Roseville Municipal Code regarding general penalties and administrative citations. Staff further recommends the City Council adopt a resolution, which shall be contingent upon and will only take effect if the ordinance amending Chapters 1.20 and 2.50 is fully adopted, establishing a new fine schedule and bail schedule, and repealing Resolution 24-114 and Resolution 24-159.

RECOMMENDATION

Staff recommends that the City Council introduce for first reading an ordinance amending Chapters 1.20 and 2.50 of the Roseville Municipal Code regarding general penalties and administrative citations. Staff further recommends that the City Council adopt a resolution, which shall be contingent upon and will only take effect if the ordinance amending Chapters 1.20 and 2.50 is fully adopted, establishing a new fine schedule and bail schedule, and repealing Resolution 24-114 and Resolution 24-159.

BACKGROUND

Chapter 1.20 of the Roseville Municipal Code establishes the general framework for violations of the code. In particular, Chapter 1.20 makes it unlawful to violate the municipal code and dictates that all such violations are by default an infraction, unless otherwise specifically set forth in the code. Chapter 2.50 of the Roseville Municipal Code establishes the general framework for issuance of administrative citations. This includes the information that must be set forth within a citation, the process for appealing a citation, and the procedures for appeals hearings.

By way of background, there are three primary methods for enforcement of a city's municipal code: civil enforcement, criminal enforcement, and administrative enforcement. Civil enforcement involves initiating an action in civil court to obtain an injunction (court order) that requires compliance with the municipal code. Criminal enforcement involves the filing of criminal charges against the responsible party. Violations of the code can be charged as either an infraction or misdemeanor. The penalty for an infraction is payment of a fine not exceeding \$250, and the penalty for a misdemeanor may be a fine up to \$1,000, six months in jail, or both. Administrative enforcement is the process of issuing administrative citations and collecting of administrative fines. This is handled internally by city staff, and it does not involve the court system. Currently, the vast majority of the City's code enforcement efforts are through administrative enforcement and the issuance of administrative citations.

Chapter 1.20 was enacted in 1975 and has not been amended since 1984. Chapter 2.50 was enacted in 2001 and has only been minimally revised since. The City's fine schedule and bail schedule have also remained largely unchanged since their initial adoption, and the only substantive changes have been the addition of new municipal code sections and their corresponding administrative fine or bail amounts (for

example, the recent addition of host liability for illegal fireworks). During this time, the City has grown exponentially, and the nature and types of common code violations have changed. The fine amounts established by the City's bail schedule and fine schedule have also fallen behind inflation and fallen behind what many other cities impose for similar violations. An unfortunate consequence of this is that many of the City's fine amounts no longer serve as a deterrent or as an adequate remedy for a code violation. In fact, in some instances – especially in the commercial context – the administrative fines are often treated as a “cost of doing business”, and the responsible party will not remedy a violation because the administrative fines imposed by the City are actually less than the cost required to abate the violation. This has made code enforcement increasingly complicated, time consuming, and in some cases, less effective.

Nuisance abatement within the City has been an important City Council policy in recent years. Since 2021, the Council has set ongoing goals to ensure a safe and healthy community and to deliver exceptional City services. One of the primary strategies to achieve these goals was increased code enforcement throughout the City, which included the addition of another Deputy City Attorney position to focus on all aspects of public safety, including code enforcement and nuisance abatement. It was also envisioned that the City Attorney's Office may establish a “City Prosecutor's Office”. This would allow the prosecution of certain municipal code violations as misdemeanors in superior court, and it was anticipated that the added Deputy City Attorney position would serve in this role.

The proposed revisions to Chapters 1.20 and 2.50 of the Roseville Municipal Code and the adoption of a new fine schedule and bail schedule mark a significant step towards enhancing code enforcement and nuisance abatement efforts. These changes will directly facilitate the formal creation of a City Prosecutor's Office, will allow for more stringent penalties, and will give the City more options to address code violations. This is especially important to combat the negative effects of those individuals who consistently choose to disregard the City's municipal code, and for those violations that have a significant impact on public health, safety, and welfare.

One of the most significant changes being proposed is a revision to Section 1.20.010 of the Municipal Code and the addition of a new Section 1.20.020. This change will make all violations of the code, by default, a misdemeanor, but also gives the city attorney the express authority to charge any such violation as an infraction. It is important to note that this change serves a specific legal and technical purpose, which aligns the language of the City's Charter and Municipal Code with state law and will allow the City additional flexibility in setting the fine amounts for administrative citations. It is not staff's intent to charge all violations of the code as misdemeanors. A more comprehensive summary of the proposed changes to Chapters 1.20 and 2.50 are set forth below:

- Section 1.20.010(B): Makes all violations of the Roseville Municipal Code a misdemeanor by default and sets forth the maximum penalties for a misdemeanor as allowed by law. (As noted above, this is technical change that affords the City additional flexibility in setting administrative fine amounts. The City will not be charging all code violations as misdemeanors.)
- Section 1.20.020: Gives the City Attorney's Office discretion to charge any violation as a misdemeanor or infraction. (Please note that the City Attorney's Office also has discretion to process any violation as an administrative citation, and the City is not required to charge a violation as an infraction or misdemeanor.)
- Section 1.20.030: Requires the City Council to adopt a bail schedule setting forth the amount of bail to be imposed for violations charged as an infraction or misdemeanor. This change simply memorializes the City's long-standing practice of having a bail schedule.

- Section 1.20.040: Authorizes the City to issue a citation as an infraction, which is then referred to the superior court for processing as an infraction. This allows the City to charge certain violations as infractions but avoids having to actually “prosecute” the matter in criminal court. This is similar to how traffic tickets, like a speeding ticket, are handled.
- Section 1.20.060: Makes it unlawful for a person to knowingly aid or abet another person with a violation of the code.
- Sections 2.50.040(C) & 2.50.050(B): Authorizes the City to impose late payment fees for fines not timely paid, so long as such fees are set forth in the City’s fine schedule.
- Section 2.50.080: Sets forth the basis upon which an administrative citation appeal hearing may be rescheduled and the process for requesting that a hearing be rescheduled. This clarifies and memorializes the City’s long-standing practice for rescheduling hearings.
- Section 2.50.090: Clarifies that “preponderance of the evidence” is the applicable evidentiary standard used by the Board of Appeals for administrative citation appeal hearings. This standard is currently established by the City’s Administrative Standards but has not been previously memorialized in the municipal code.
- Section 2.50.090(C): Clarifies that the Board of Appeals may find that a fine should be waived in the interest of justice, but that the Board may not otherwise increase or decrease the amount of any fine.
- Section 2.50.120: Specifically authorizes the City Attorney’s Office to dismiss a citation and/or to enter into a negotiated settlement to resolve a citation. This is often referred to as “prosecutorial discretion,” and is an inherent power of the City Attorney’s Office that was not previously memorialized in the municipal code.

As noted above, a new fine schedule and bail schedule are also being presented for consideration. The purpose of the City’s fine schedule is to establish the specific amount of the fine for each possible violation of the City’s municipal code. The fine schedule also establishes potential increases to the fine for subsequent offenses of the same offense that occur within a 12-month period. The purpose of the bail schedule is to establish bail forfeiture amounts for municipal code violations treated as infractions or misdemeanors. If a person is charged with an infraction or misdemeanor for violating the municipal code, then in some instances, that person may pay and forfeit the bail amount before the arraignment in lieu of further proceedings. This is similar to paying the fine for a traffic violation, like a speeding ticket, prior to actually going to court to be arraigned for the ticket. Once paid, the matter is effectively resolved and there are no further proceedings.

A summary of the substantive changes contained within the proposed fine schedule are set forth below:

- Establishes default fine amounts for all violations unless otherwise specified by the fine schedule (e.g., \$100 for a first offense; \$200 for a second offense; and \$300 for a third offense).
- Establishes specific fine amounts for violations of specific provisions of the code, including the fine amounts for second and third offenses occurring within 12 months of the original offense.
- Establishes specific fine amounts for violations of specific provisions of the code, including the fine amounts for second and third offenses occurring within 36 months of the original offense.
- Establishes two levels of late payment fees for fines that are not paid timely. The first level is a 10% late fee if paid between 1 and 60 days late. The second level is a 25% late fee if paid more than 60 days late.

The changes to the bail schedule are fairly similar to those in the fine schedule. The new bail schedule

establishes specific bail amounts for certain infractions and misdemeanors, and also sets forth default bail amounts for all other violations not specified.

As evident in the proposed fine schedule and bail schedule, another substantive change to both are increases to the fine amounts for numerous code violations and increases to numerous bail forfeitures. As discussed above, the City's fine and bail schedules have not been substantively analyzed or updated in many years. The existing fine and bail forfeiture amounts have fallen behind inflation, and many are significantly below what other cities impose for similar types of code violations. The proposed increases were developed after analyzing the fine amounts established by several other cities, including multiple charter cities, cities with similar population sizes, and cities within the greater Sacramento region. Staff believes these increases are necessary for the efficient and effective abatement of nuisances and enforcement of the City's municipal code.

FISCAL IMPACT

There is no significant fiscal impact associated with the proposed Ordinance and adoption of a new fine and bail schedule. While charging some code violations as misdemeanors may increase immediate enforcement costs (increased staff time), the long-term benefits of such method of enforcement will likely reduce such costs over time – especially for ongoing violations. Such enforcement costs may also be offset by increased fine amounts and late payment fees collected through the administrative enforcement and citation process.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

1. Ensure a safe and healthy community
2. Remain fiscally responsible in a changing world
3. Enhance economic vitality
6. Deliver exceptional City services

Respectfully Submitted,
Travis Cochran, Senior Deputy City Attorney

Michelle Sheidenberger, City Attorney

ATTACHMENTS:

1. Ordinance Amending Chapters 1.20 and 2.50 of the RMC
2. Bail Schedule 2024
3. FINE SCHEDULE 2024
4. Fine Schedule - Proposed
5. Bail Schedule - Proposed
6. Resolution 25-190

REVIEWERS:

Gretchen Hakala, City Attorney Department	Created/Initiated - 5/23/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/23/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Katrina Six, City Clerk Department	Approved - 5/27/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER
1.20 OF TITLE 1 OF THE ROSEVILLE MUNICIPAL CODE REGARDING GENERAL
PENALTIES AND AMENDING CHAPTER 2.50 OF TITLE 2 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING ADMINISTRATIVE CITATIONS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 1.20 of Title 1 of the Roseville Municipal Code is hereby amended
to read as follows:

Chapter 1.20

GENERAL PENALTY

Sections:

1.20.010. Violations—General penalty.

1.20.020. Discretion to charge violations as infractions.

1.20.030. Adoption of bail schedule.

1.20.040. Citation for infraction.

1.20.~~020~~050. Continuing violation.

1.20.060. Aiding or abetting.

1.20.010. Violations—General penalty.

- A. It is unlawful to violate any of the provisions of this code, or to do any act prohibited by this code, or to omit or fail to do any act required by this code.
- B. ~~Except where violation of this code is expressly made a misdemeanor, the violation of any provision of this code shall be punishable as an infraction. Penalties for infraction and misdemeanor violations of this code shall be the same as provided in the general laws of the state~~ Unless otherwise specified by ordinance, the violation of any provision of this code or other ordinance of the city shall be deemed a misdemeanor. Unless a different punishment is specified by ordinance, any person convicted of a misdemeanor under any provision of this code or other ordinance of the city shall be punished by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment for a period not to exceed six months, or by both fine and imprisonment.
- C. In addition to any other remedy or provision of law, the violation of any of the provisions of this code, or the doing of any act prohibited or the failure or omission to do any act required by this code is a public nuisance.

1.20.020. Discretion to charge violations as infractions.

- A. Unless any provision of this code or other ordinance of the city expressly provides that a violation of such provision must be charged solely as either a misdemeanor or infraction, any violation of this code or other ordinance of the city may be charged, in the discretion of the city attorney or city prosecutor, as a misdemeanor or an infraction.
- B. If a violation of this code or other ordinance of the city is charged as an infraction, such infraction is punishable by the following:
1. A fine not to exceed one hundred dollars (\$100.00) for a first violation;

2. A fine not to exceed two hundred dollars (\$200.00) for a second violation of the same code provision within 12 months; and
 3. A fine not exceeding five hundred dollars (\$500.00) for a third violation and any additional violation of the same code provision within 12 months.
- C. Upon a third or subsequent violation of the same code provision or city ordinance within 12 months, the city attorney or city prosecutor may elect to charge a fourth violation and any subsequent violation of the code provision or city ordinance within 12 months as a misdemeanor, even where such code provision or ordinance specifies that such violation may only be charged as an infraction.

1.20.030. Adoption of a bail schedule.

The city council shall adopt by resolution a schedule setting forth the amount of bail to be established for and imposed upon the violation of designated provisions of this code and any other ordinance of the city and charged as either an infraction or misdemeanor. This schedule, as may be amended or replaced from time to time by subsequent resolution of the city council, shall be referred to as the “Roseville Municipal Code Bail Schedule”.

1.20.040. Citation for infraction.

As an alternative to criminal prosecution as an infraction, an enforcement officer may issue a citation for a violation of this code or any other city ordinance, which shall be referred to the Placer County Superior Court for processing as an infraction, and fines shall be imposed consistent with the Roseville Municipal Code Bail Schedule on file with the Placer County

Superior Court, notwithstanding the fine amounts established in this chapter for violations that are determined to be infractions.

1.20.~~020~~050. Continuing violation.

~~Each day a violation continues, it constitutes a separate and distinct offense~~Each person in violation of any provision of this code shall be guilty of a separate and distinct violation for each and every day during any period of time which the violation is committed, continued, or permitted to be committed or continued by such person, and each separate violation may be punishable accordingly.

1.20.060. Aiding and abetting.

Knowingly causing, permitting, aiding, abetting, or concealing a violation of any provision of this code or any ordinance of the city is unlawful and shall also constitute a violation of this code. The word “knowingly” imports only a knowledge that the facts exist which bring the act or omission within the provisions of this code or any ordinance of the city; it does not require any knowledge of the unlawfulness of such act or omission.

SECTION 2. Chapter 2.50 of Title 2 of the Roseville Municipal Code is hereby amended to read as follows:

Chapter 2.50

ADMINISTRATIVE CITATIONS

Sections:

2.50.010. Applicability.

2.50.020. Definitions.

2.50.030. Administrative citation.

2.50.035. Notice of citation.

2.50.040. Amount of fines.

2.50.050. Payment of the fine.

2.50.060. Hearing request.

2.50.070. Hearing panel.

2.50.080. Hearing procedure.

2.50.090. Hearing panel's decision.

2.50.100. Recovery of administrative citation fines and collection costs.

2.50.110. Right to judicial review.

2.50.120. Dismissal or negotiated settlement.

2.50.~~120~~130. Notices.

2.50.010. Applicability.

- A. This chapter provides for administrative citations, which are in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this code. As used in this chapter, "violation" includes noncompliance with conditions of approval of a discretionary permit.
- B. The administrative citations process set forth in this chapter shall not apply to continuing violations of this code that pertain to building, plumbing, electrical, or other similar structural or zoning issues endangering the life, health, property or safety of the public or

occupants. This shall not, however, prevent the city from utilizing the administrative citations process for building, plumbing, electrical, or other similar structural or zoning violations which are transient and non-continuing in nature or which do not endanger the life, health, property or safety of the public or occupants.

- C. These sections shall not supersede any other sections of this code which address additional legal or administrative remedies available for city code violations; use of the administrative citation process shall be at the sole discretion of the city.

2.50.020. Definitions.

For purposes of this chapter, the following definitions shall apply:

A. “Enforcement officer” shall mean any city employee or agent of the city with the authority to enforce any provision of this code, including, but not limited to, an animal control officer, building inspector, building official, chief building inspector, city attorney, code enforcement inspector, fire chief, fire inspector, fire marshal, housing inspector, planning manager, public works inspector, water conservation specialist, construction inspector, engineer, and any police officer.

B. “Responsible party” shall mean any person an enforcement officer determines is responsible for causing, maintaining, committing, or allowing to be committed a violation of this code or other city ordinance. A “responsible party” includes, without limitation, any person who exercised legal or physical control over a property or business premises in the city, such that the responsible person is capable of preventing or correcting a violation of the provisions of this code or other city ordinance.

2.50.030. Administrative citation.

- A. Whenever an enforcement officer charged with the enforcement of this code determines that a violation of a code provision has occurred, the enforcement officer shall have the authority to issue an administrative citation to any responsible party.
- B. Each administrative citation shall contain the following information:
 - 1. The date of the violation;
 - 2. The address or a definite description of the location where the violation occurred;
 - 3. The section of this code violated and a description of the violation; and
 - 4. The name and signature of the citing enforcement officer.

2.50.035. Notice of citation.

Within 14 days of the date of the administrative citation, the city attorney's office shall mail to the cited party a notice which contains the following information:

- A. The amount of the fine for the code violation;
- B. A description of the fine payment process, including a description of the time within which and the place at which the fine shall be paid;
- C. An order prohibiting the continued or repeated occurrence of the code violation described in the administrative citation; and
- D. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the manner in which a request for hearing form to contest the administrative citation may be obtained.

2.50.040. Amount of fines.

A. The amounts of the fines for code violations imposed pursuant to this chapter shall be set forth in a schedule of fines established by resolution of the city council.

B. The schedule of fines shall specify any increased fines for repeat violations of the same code provision within 12 months from the date of an administrative citation.

C. The schedule of fines shall specify any late payment fees imposed for the payment of a fine after its due date.

D. The schedule of fines, as may be amended or replaced from time to time by subsequent resolution of the city council, shall be referred to as the “Roseville Municipal Code Fine Schedule”.

2.50.050. Payment of the fine.

A. The fine shall be paid to the city within 30 days from the date of the notice issued pursuant to Section 2.50.035, if no hearing is requested. If a responsible party requests a hearing and does not attend the hearing, payment of the fine will be due 20 days from the date scheduled for the hearing. If the responsible party requests and attends the hearing, any fines imposed will be due within 20 days of service of the hearing panel’s written decision.

B. Any person who fails to pay to the city any fine on or before the date that such fine is due to be paid shall also be liable for the payment of any applicable late payment fees.

~~B.~~C. Payment of a fine shall not excuse or discharge any continued or repeated occurrence of the code violation that is the subject of the administrative citation.

2.50.060. Hearing request.

A. Any recipient of an administrative citation may contest that there was a violation of the

code or that he or she is the responsible party by completing a request for hearing form and returning it to the city attorney's office within 30 [calendar](#) days from the date of the notice issued pursuant to Section 2.50.035.

- B. A request for hearing form may be obtained from the city attorney's office or from the city's website.
- C. The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing.
- D. If the enforcement officer submits an additional written report concerning the administrative citation for consideration at the hearing, then a copy of that report also shall be served on the person requesting the hearing at least five days prior to the date of the hearing.

2.50.070. Hearing panel.

The city attorney's office shall designate a hearing panel for the administrative citation hearing. The panel shall have two or three members, drawn from the membership of the board of appeals. The members shall be selected to serve on the hearing panel on a rotating, as-available basis by the city attorney's office. Members shall act impartially on any matter placed before them and shall remove themselves from the panel should any conflict of interest involving the subject matter or parties of the proceedings come to their attention.

2.50.080. Hearing procedure.

- A. A hearing shall be set for a date that is not less than 15 days and not more than 90 days from the date that the request for hearing is initially filed in accordance with the provisions

of this chapter.

B. The city attorney's office, in its sole discretion, may reschedule a hearing one-time at the request of any party for any reason, so long as such request is made not less than three business days before the hearing date. If a party requests a new hearing date other than the assigned date and that date is more than 90 days from the date of the initial request for hearing, the request shall be denied. Any requests to reschedule a hearing date must be provided to the city attorney's office not less than three business days prior to the date of the hearing.

C. The city attorney's office, in its sole discretion, may reschedule a hearing upon a request of any party and a finding that there is good cause to reschedule the hearing. Whether good cause exists to reschedule a hearing is solely within the discretion of the city attorney's office. Any requests to reschedule a hearing date must be provided to the city attorney's office not less than three business days prior to the date of the hearing.

~~C.D.~~ At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation.

~~D.E.~~ The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a failure to exhaust administrative remedies.

~~E.F.~~ The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

~~F.G.~~ The hearing panel may continue the hearing and request additional information

from the enforcement officer or the recipient of the citation prior to issuing a written decision.

2.50.090. Hearing panel's decision.

- A. After considering all of the testimony and evidence submitted at the hearing, the hearing panel shall based on a preponderance of the evidence, issue a written decision to uphold or dismiss the administrative citation and shall list the basis for that decision. The decision of the hearing panel shall be final.
- B. The recipient of the administrative citation shall be served with a copy of the hearing panel's written decision.
- C. If the hearing panel determines that the citation should be upheld, then the responsible party shall have 20 days from the date of notice of the hearing panel's decision to pay the associated fine. If the hearing panel determines that the citation should be upheld, but the fine waived in the interests of justice, no fine shall be due. The hearing panel may not otherwise reduce or increase the amount of any fine imposed for a violation.
- D. If the administrative citation involves noncompliance with conditions of approval of a discretionary permit, in addition to assessing administrative fines, the hearing panel may, at its discretion, refer the matter to the planning commission for possible action on the underlying permit.

2.50.100. Recovery of administrative citation fines and collection costs.

The city may collect any past due administrative citation fines, [late payment fees](#), and costs of collection by use of all available legal means.

2.50.110. Right to judicial review.

~~A.~~ Any person aggrieved by an administrative decision of a hearing panel on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Superior Court in Placer County in accordance with the timelines and provisions set forth in California Government Code Section 53069.4, as it may be amended.

~~B. Should any party file a petition for review in accordance with subsection A of this section, the city attorney or designee shall have authority to dismiss the citation, and/or to enter into a negotiated settlement with the petitioner, if such dismissal and/or negotiated settlement is determined by the city attorney or designee to be in the best interests of the city.~~

2.50.120. Dismissal or negotiated settlement.

The city attorney or designee shall have authority to dismiss any citation, and/or to enter into a negotiated settlement with any responsibly party, if such dismissal and/or negotiated settlement is determined by the city attorney or designee to be in the best interests of the city.

2.50.~~120~~130. Notices.

- A. The administrative citation and all notices required to be given by this chapter shall be served on the responsible party by first-class U.S. mail.
- B. Failure to receive any notice specified herein does not affect the validity of

proceedings conducted hereunder.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ROSEVILLE MUNICIPAL CODE BAIL SCHEDULE
Revised 6/5/2024

(The State of California may impose additional fees that are required to be paid to the City of Roseville. Bail amounts marked with an asterisk (*) are subject to such additional fees as of December 7, 2010)

Code Section	Description of Code	Type	Bail
2.40.010	CATV Without Franchise	I	100.00
2.40.200	CATV Violations	I	100.00
2.60.065	Campaign Contribution in Excess of Limit	M	500.00
2.60.070	Campaign Contribution Disclosure	M	500.00
2.60.090	Campaign Contribution Disclosure	M	500.00
2.80.090	Campaign Ballot Contribution Disclosure	M	500.00
4.24.140	Transient Occupancy Tax Violations	M	500.00
4.28.120	Misrepresentation relating to Real property transfer tax	M	500.00
6.04.040	No Business License	I	100.00
6.04.160	Disclosure of Confidential Information	I	100.00
6.04.220A	Posted License at Business	I	100.00
6.04.220B	License with Person	I	100.00
6.08.030	Filming on Public Property Without Permit	I	100.00
7.08.030	Interference with Animal Control Officer	I	100.00
7.12.010	Animal at Large - Leash Law	I	50.00
7.12.030	Property Damage by Animal	I	50.00
7.12.040	Bitches in Season	I	50.00
7.14.010	Removal of Dog Defecation	I	50.00
7.16.010	Failure to License dog	I	50.00
7.16.040	License Affixed to Collar	I	50.00
7.20.010	Kennels - License Required	I	100.00
7.25.010	Animal Noise	I	100.00
7.28.010	Hogs Prohibited	I	50.00
7.28.020	Non-registration of 5 or fewer animals	I	50.00
7.28.030	Non-registration of more than five animals	I	100.00
7.28.040	Keeping Livestock	I	50.00
7.28.050	Horses, Mules or Goats Regulations	I	50.00
7.32.010	Wild Animal	I	50.00
7.36.010	Domestic Fowl - Restrictions	I	50.00
7.36.020	Domestic Fowl - Enclosure	I	50.00
7.36.030	Rabbits - Restriction	I	50.00
7.36.040	Rabbits - Enclosure	I	50.00
7.36.070	Bee Hives	I	50.00
7.36.080	Bee Hives - Distance from Building	I	50.00
7.44.010	Failure to Report Bite	I	100.00
7.44.020	Violation of Quarantine	I	100.00

M - Misdemeanor
I - Infraction

7.48.060	Harboring Vicious Animal	I	100.00
7.60.020	Dead Animal Carcass	I	100.00
8.02.200	Park Use Regulations	I	100.00
8.02.220A	Driving in Parks	I	100.00
8.02.220B	Speeding in Parks	I	100.00
8.02.230	Damaging or Defacing Park Property	M	250.00
	Damaging or Defacing Park Property	I	100.00
8.02.240	Animal in City Park	I	50.00
8.02.250A	Park Curfew	I	50.00
8.02.260A	Diamond Oaks - Curfew	I	50.00
8.02.260B	Diamond Oaks - Admission Fee	I	50.00
8.02.260C	Non-Golfing Use of Diamond Oaks Municipal Golf Course	I	50.00
8.02.261A	Woodcreek Golf Club – Curfew	I	50.00
8.02.261B	Woodcreek Golf Club – Admission Fee	I	50.00
8.02.261C	Non-Golfing Use of Woodcreek Golf Club	I	50.00
8.02.270	Golf in Parks	I	50.00
8.02.280	Alcohol in Park	I	50.00
8.02.281	Sale of Alcoholic Beverage	I	100.00
8.02.290	No Glass Containers	I	25.00
8.02.310	Animal Life Protected	I	100.00
	Animal Life Protected	M	100.00
8.02.315	Ejection from Parks	M	250.00
	Ejection from Parks	I	100.00
8.02.320	Tennis Courts - Prohibited Activities	I	25.00
8.02.325	Safety Gear at Skateboard Track	I	25.00
8.02.330	Interference with Park Ranger	M	500.00
	Interference with Park Ranger	I	100.00
8.02.340	Mining	I	100.00
8.04.050	Tree Care - Without Permit	I	100.00
8.04.060	Mutilation/Abuse of trees	I	100.00
8.04.140.	Interference With City Representative	I	100.00
9.10.030	No Massage/Masseuse Permit	M	500.00
9.10.040	Out-call Massage Services without CAMTC Certification	M	500.00
9.10.050	Unlawful Advertising for Massage Services	M	500.00
9.10.190	Employment of Minor as Masseur	M	500.00
9.10.210	Operating Requirements for Massage Businesses – General Conditions	M	500.00
9.10.220	Operating Requirements for Massage Businesses – Facilities	M	500.00
9.10.230	Operating Requirements for Massage Businesses – Operations	M	500.00
9.10.240	Operating Requirements for Out-call Massage Services	M	500.00
9.10.250	Display of Massage Business Permit	M	250.00
9.10.240	Presence of Licensed Massage Establishment Operator	M	500.00

9.10.260	Operating a Massage Establishment	M	500.00
9.11.030	Adult Oriented Business Permit Required	M	100.00
9.11.150	Adult Oriented Business – Display of Permit	M	100.00
9.11.160A	No Hiring or Providing Adult Oriented Business Service to Minors	M	100.00
9.11.160B	No Allowing Minors within Adult Oriented Business	M	100.00
9.12.020	Gathering Garbage Without Franchise	I	100.00
9.12.050	Placing Garbage in Receptacles	I	25.00
9.12.140	Unlawful Accumulation of Garbage	I	100.00
9.12.180	Disposal of Prohibited substances	I	100.00
9.12.190A	Exclusive Use of Receptacles	I	100.00
9.12.190B	Entering/Sleeping in Receptacles	I	100.00
9.17.040	Refuse Hauler without Permit	M	250.00
	Refuse Hauler Without Permit	I	100.00
9.17.060	Refuse reports Required	M	250.00
	Refuse Reports Required	I	100.00
9.17.100	Periodic Refuse Collection	M	500.00
	Periodic Refuse Collection	I	100.00
9.20.070	Burning Weeds Without Fire Chief Consent	I	50.00
9.24.030G	Construction Noise	I	100.00
9.24.050	Failure to Cooperate in Determining Noise Level	I	100.00
9.24.100	Violating Sound Limits for Sensitive Receptors	I	100.00
9.24.110	Violating Amplified Sound Limits for Sensitive Receptors	I	100.00
9.24.120	Violating Sound Limits for Industrial Properties	I	100.00
9.24.130	Violating Sound Limits for Events on Public Property	I	100.00
9.24.150	Noise Disturbances	I	100.00
9.24.190	Noise Limits - Train	I	100.00
9.24.200	General Noise Limit	I	100.00
9.28.100	Violation of Emergency Services Regulation	M	500.00
9.32.050	Railroad Transportation of Explosives	M	500.00
9.35.030	Certified Farmers' Market Permit Required	I	100.00
9.36.030	License Required for Outdoor Festival	M	500.00
9.36.340	Operation of Festival Not on Approved Dates	M	500.00
9.36.350	Permitting Non-Ticketed Person to Enter Festival	M	100.00
9.36.360	Advertising Prior to Approval of Festival	I	100.00
9.36.370	Permitting Persons Under Influence to Enter or Remain in Festival	M	250.00
9.37.030	Parade Without Permit	I	100.00
9.37.040	No Parade Vendor Permit	I	100.00
9.37.140	Interference with Parade	I	100.00
9.37.150	Exceeding Scope of Permit	I	100.00
9.40.020	Public Dance Permit Required	M	500.00
	Public Dance Permit Required	I	250.00
9.40.092	Disturbing the Peace	M	500.00
	Disturbing the Peace	I	250.00

9.40.094	Intoxicated Patrons	M	500.00
	Intoxicated Patrons	I	250.00
9.40.096	Disorderly Conduct within 50'	M	500.00
	Disorderly Conduct within 50'	I	250.00
9.40.098	Orderly Dispersal Required	M	500.00
	Orderly Dispersal Required	I	250.00
9.40.170	Display of Dance Permit	M	250.00
	Display of Dance Permit	I	100.00
9.45.030	Entertainment Permit Required	M	500.00
	Entertainment Permit Required	I	250.00
9.45.060	Hours of Operation	M	500.00
	Hours of Operation	I	250.00
9.45.070	Disturbing the Peace	M	500.00
	Disturbing the Peace	I	250.00
9.45.080	Intoxicated Customers	M	500.00
	Intoxicated Customers	I	250.00
9.45.110	Disorderly Conduct within 20'	M	500.00
	Disorderly Conduct within 20'	I	250.00
9.45.120	Orderly Dispersal Required	M	500.00
	Orderly Dispersal Required	I	250.00
9.45.130	Alcoholic Beverages on Premises	M	500.00
	Alcoholic Beverages on Premises	I	250.00
9.45.200	Display of Permit	M	500.00
	Display of Permit	I	250.00
9.60.050	Failure to File Hazardous Material Disclosure	I	100.00
9.80.070	Flood Damage Prevention	M	250.00
	Flood Damage Prevention	I	100.00
9.80.120	Development Permit Required	M	250.00
	Development Permit Required	I	100.00
9.90.050	Smoking in Public Place - 1 st Violation	I	50.00
	Smoking in Public Place - 2 nd Violation in year	I	75.00
	Smoking in Public Place - 3 rd violation in year	I	100.00
9.90.060	Non-Smoking Hotel/Motel Rooms	I	100.00
9.90.070	Smoke-Free Workplace	I	100.00
9.90.090	"No Smoking" Posting Required	I	100.00
9.90.100	Retaliation Prohibited	I	100.00
9.95.030	Medical Marijuana Dispensaries Prohibited	M	500.00
10.02.010	Destroying Public Signs	M	250.00
	Destroying Public Signs	I	100.00
10.20.010	Electric Wire or Fence	I	100.00
10.30.010	Drinking in Streets	M	250.00
	Drinking in Streets	I	100.00
10.30.020B	Possession Open Alcohol at Off Sale Premises	I	100.00
10.32.030	Drug Paraphernalia	I	100.00
10.32.040	Distribution of Drug Paraphernalia	I	100.00
10.34.020	Loitering Prohibited - 1 st Offense	I	100.00

10.34.020	Loitering Prohibited - Subsequent Offense	M	250.00
10.36.010	Registration Required for Soliciting	I	100.00
10.36.020	Failure to Carry Registration	I	100.00
10.36.030	Violation of No Peddling or No Soliciting Sign	I	100.00
10.38.010	Urinate or Defecate in Public	M	100.00
	Urinate or Defecate in Public	I	50.00
10.42.010	Motorcycle Racing	I	100.00
10.44.020	Ultralight Vehicle Launch/Landing	I	50.00
10.50.010	Littering	I	100.00
10.50.020	Distribution of Advertising Literature Without Permission	I	100.00
10.52.010	Removal of Lawfully Placed Signs	I	100.00
10.53.030	Graffiti Prohibited	M	250.00
	Graffiti Prohibited	I	100.00
10.53.040	Possession of Aerosol Spray Paint Can By Minors	M	250.00
	Possession of Aerosol Spray Paint Can By Minors	I	100.00
10.53.050	Sale of Aerosol Spray Paint Cans to Minors	M	250.00
	Sale of Aerosol Spray Paint Cans to Minors	I	100.00
10.54.020	Nuisances	I	100.00
10.56.010	Camping on Public Property	I	100.00
10.56.020	Camping on Private Property	I	100.00
10.56.030	Open Campfires	I	100.00
10.61.020	Carnival Game Fraud	M	500.00
	Carnival Game Fraud	I	100.00
10.61.030	Violation of Carnival Game Regulations	I	100.00
10.61.040	Carnival Preoperation Requirements	I	100.00
10.62.010	Bingo License required	M	250.00
10.62.020B	Violation of Bingo Regulations	M	250.00
10.62.030	Violation of Pull-Tab Bingo Regulations	M	250.00
10.62.040	Violation of Special Bingo Regulations	M	250.00
10.63.030	Private Patrol Service - Uniform Approval	I	100.00
10.64.050A	Sirens Prohibited	I	100.00
10.64.050B	Automatic Shutoff Required For Alarms	I	100.00
10.64.060	Alarm Permit Required	I	100.00
10.64.070	Display of Alarm Permit Required	I	100.00
10.64.120	Operation or Maintenance of Direct Dial Alarm	I	100.00
10.64.180	Use of Alarm After Denial, Suspension or Revocation	I	100.00
10.65.020	Ice Cream Vendor Permit Required	I	100.00
10.65.050	Ice Cream Vendor - Misrepresentation	M	500.00
10.65.070	Display of Ice Cream Permit	I	100.00
10.65.100	Vendor's Name Marked on Vehicle	I	100.00
10.66.020	No Taxi Driver's License	I	100.00
10.66.050	Taxi Driver Misrepresentation	M	500.00
10.66.070	Display of Taxi Driver Permit	I	100.00
10.66.100	Taxi Driver Name on Vehicle	I	100.00
10.66.110	Pickup of Additional Passengers	I	100.00

10.66.120	Driving Without Liability Insurance	I	100.00
10.66.130	Parking at Taxi Stand	I	50.00
10.67.020	Daily Reports to Police Chief	M	250.00
10.67.020	Daily Reports to Police Chief	I	100.00
10.67.030	Daily Reports Kept on Premises	M	250.00
10.67.030	Daily Reports Kept on Premises	I	100.00
10.67.040	Pawnbroker/Secondhand Dealer Reports	M	250.00
10.67.040	Pawnbroker/Secondhand Dealer Reports	I	100.00
10.67.060	Pawnbrokers/Secondhand Dealers - Permit Required	M	500.00
10.67.060	Pawnbrokers/Secondhand Dealers - Permit Required	I	250.00
10.67.130	Pawnbrokers/Secondhand Dealers - Hours of Operation	M	250.00
10.67.130	Pawnbrokers/Secondhand Dealers - Hours of Operation	I	100.00
10.67.140	Display of Pawnbroker/Secondhand Dealer Permit	M	250.00
10.67.140	Display of Pawnbroker/Secondhand Dealer Permit	I	100.00
10.68.020	Unlawful to Conduct Cardroom	I	100.00
10.70.030	Curfew for Minors	I	25.00
10.71.030	Social Host Accountability	I	500.00
	Social Host Accountability	M	1,000.00
10.80.010	Discharge Firearm in City	M	250.00
	Discharge Firearm in City	I	100.00
10.82.010	Possession/Use of Slingshots	I	25.00
11.04.030	Directing Traffic	I	25.00
11.04.040	Reports of Damage to Utilities	I	50.00
11.06.030	Obedience to Traffic Control Devices	I	50.00
11.08.030	Obedience to "No-turn" Signs	I	50.00
11.08.040	Turn Against Traffic Stop Signal	I	50.00
11.10.020	Wrong Way Driving/Stopping in Alley	I	50.00
11.12.010	Obedience to Stop Signs	I	50.00
11.14.020	Bicycle Riding on Particular Sidewalks	I	25.00
11.14.030	Bicycle Riding in Washington Underpass	I	25.00
11.14.040	Parent Responsibility - Bicycle Violations	I	50.00
11.15.130	Violation of Golf Cart Regulations	I	50.00
11.16.010	Clinging to Motor Vehicles Prohibited	I	100.00
11.16.020	Driving on Sidewalk	I	100.00
11.16.040	Riding, Driving on New Pavement or Paint	I	100.00
11.16.050	Driving over Fire Hose	I	100.00
11.16.060	Driving Through Railroad Gates	I	100.00
11.16.070	Speeding Train Through Crossing	I	100.00
11.16.080	Removal or Obstructing Chalkmarks	I	75.00
11.16.090	Obstructing Intersections and Crosswalks	I	50.00
11.16.100	Blocking Roadway Prohibited	I	50.00
11.16.110	Leaving Vehicle Unattended	I	50.00
11.16.130	Driving on Private Property	I	50.00
11.18.020	Jaywalking	I	25.00
11.18.030	Crossing at Right Angles	I	25.00

11.18.040A	Skateboard/Roller Skate Interference with Pedestrians or Vehicular Traffic	I	50.00
11.18.040B	Skateboarding/Roller Skating on Private Property	I	50.00
11.18.040D	Skateboarding/Roller Skate on Posted Public Property	I	50.00
11.20.020	Parking More than 72 Hours	I	100.00*
11.20.030	Parking for Wash/Repair/Grease Vehicle in Road	I	50.00*
11.20.040	Parking in Alley	I	50.00*
11.20.050	Parking on Wrong Side of Street, Angle Parking	I	50.00*
11.20.060	Parking Commercial Vehicle in Residential Neighborhood	I	100.00*
11.20.070	No Parking Sign	I	50.00*
11.20.080	Parking in Violation of Emergency Sign	I	100.00*
11.20.090	Parking on Traffic Counters	I	50.00*
11.20.100	Parking on Parks/Playgrounds/Sidewalk	I	50.00*
11.20.110	Parking on Private Property	I	50.00*
11.20.170	Parking in Fire Lane	I	100.00*
11.20.180	Failure to Display Current Registration Tabs	I	50.00
11.20.190	Unregistered Vehicles Parked on Highway	I	100.00*
11.20.210	Handicapped Parking - On Street	I	380.00*
11.20.220	Handicapped Parking - Off Street	I	380.00*
11.20.320	Abandoned Vehicles	I	100.00
11.20.394	Reconstruction of Abandoned Vehicles	I	100.00
11.20.450	Selling Parking Permit	I	100.00*
11.20.460	Parking in Residential Permit Zone Without Permit	I	50.00*
11.20.540	Parking in Commercial Permit Zone without Permit	I	50.00*
11.22.010	Parking in Violation of Curb Markings	I	50.00*
11.22.020	Unauthorized Painting of Curbs	I	100.00
11.22.040	Loading Zone Parking	I	50.00*
11.22.050	Parking So As to Obstruct Traffic	I	75.00*
11.23.010	Vending Within 150 Feet of any School	I	50.00
11.24.020	Overtime Parking	I	35.00*
11.24.030	Parking More than One Space	I	25.00*
11.24.050	Unauthorized Placing of Parking Signs	I	100.00*
11.26.010	Truck Route	I	100.00
11.30.050	Parking Meter Overtime	I	25.00*
11.30.070	Parking Meter/Not Depositing Coins	I	25.00*
11.30.080	Parking Meter - Using Substitute Coins	I	100.00*
11.30.090	Parking Meter - Tampering With	I	100.00*
11.32.040	Obedience to Parking Facility Signs	I	25.00*
11.32.060	Parking in Reserved Space	I	50.00*
11.32.070	Failure to Park in Marked Space	I	25.00*
11.33.150	Violation of Transportation Systems Management Plan	I	100.00
13.12.010	Use of Sidewalk for Business	I	100.00
13.12.020	Interfering with Free Passage	I	100.00
13.16.010	Burning Leaves	I	100.00
13.20.010	No Building Moving Permit	I	100.00

13.21.010	No oversize Vehicle Permits	I	100.00
13.28.010	No Encroachment Permit	I	100.00
14.04.070	Unauthorized Utility Connections	I	100.00
14.08.060	Tampering With City Property	I	100.00
14.08.210	Tapping Distribution System	I	100.00
14.08.080	Turning Water On Without Permit	I	100.00
14.08.130	Use of Water For Construction Without Permit	I	100.00
14.08.190	Use of Siphon	I	100.00
14.08.200	Use of Nonrecirculating HVAC System	I	100.00
14.08.210	Resale of Water	I	100.00
14.09.160	Water Waste - 1 st Violation	M	100.00
	Water Waste - 1 st Violation	I	50.00
	Water Waste - 2 nd Violation	M	200.00
	Water Waste - 2 nd Violation	I	100.00
	Water Waste - 3 rd Violation	M	500.00
	Water Waste - 3 rd Violation	I	250.00
14.10.110	Failure to Maintain Backflow Prevention Assembly	I	100.00
14.11.030	Permit Required to Dig Well	M	250.00
	Permit Required to Dig Well	I	100.00
14.12.020	Violation of Sanitary Sewer Regulations	M	250.00
	Violation of Sanitary Sewer Regulations	I	100.00
14.12.025	Violation of Storm Drain Regulations	I	100.00
14.12.040	Permit required to connect with sewer	M	500.00
	Permit required to connect with sewer	I	100.00
14.12.050A	Discharge of Storm Water to Sewer	M	250.00
	Discharge of Storm Water to Sewer	I	100.00
14.12.050C	Discharge of Prohibited Substances to Sewer - 1 st Violation	M	250.00
	Discharge of Prohibited Substances to Sewer - 1 st Violation	I	100.00
14.12.050C	Discharge of Prohibited Substance to Sewer - 2 nd Violation	M	500.00
	Discharge of Prohibited Substance to Sewer - 2 nd Violation	I	200.00
14.17.110	Recycled Water Connection without approval	I	100.00
14.17.120	Resale of Recycled Water	I	100.00
14.24.220	Violation of Electric Regulations	I	100.00
14.24.240	Resale of Electricity	M	500.00
14.24.250	Sale/Delivery/Transmission of Electricity without Franchise	I	100.00
14.24.260	Use of Energy Supplied without Franchise	I	100.00
14.26.110	Contributing Prohibited Substances to POTW	M	500.00
	Contributing Prohibited Substance to POTW	I	100.00
14.26.140	Violation of Pollutant Limitations	M	500.00
	Violation of Pollution Limitations	I	100.00
14.26.170	Excessive Discharge	M	500.00

	Excessive Discharge	I	100.00
14.26.180B	Failure to Notify of Accidental Discharge	M	500.00
	Failure to Notify of Accidental Discharge	I	100.00
14.26.310	Discharge Without Permit	M	300.00
	Discharge Without Permit	I	100.00
14.26.370	Transfer of Permit	M	300.00
	Transfer of Permit	I	100.00
14.26.380	Failure to Report Pollutants	M	300.00
	Failure to Report Pollutants	I	100.00
14.26.390	Failure to Submit Compliance Reports	M	300.00
	Failure to Submit Compliance Reports	I	100.00
14.26.390.3	Failure to Pretreat	M	500.00
	Failure to Pretreat	I	100.00
14.26.440	Falsifying Information	M	500.00
16.04.100	Building Code Regulations	M	500.00
	Building Code Regulations	I	250.00
16.07.020	Rental of Drug House	I	100.00
16.16.020	Uniform Fire Code Regulations	M	500.00
	Uniform Fire Code Regulations	I	250.00
16.16.080	Permit for Class IIIB Liquids	I	100.00
16.16.140	Fireworks Regulations	M	1,000.00
16.16.140F	Sale of Fireworks to Minors	I	100.00
16.16.140G	Permit Required to Sell Fireworks	I	100.00
16.16.180	Permit to Store Liquified Petroleum Gas	I	100.00
16.18.020	Energy Audit Required	I	100.00
16.20.040	Grading Without Approval	I	100.00
16.24.450	Failure to Comply with Site Review	I	100.00
16.35.060	Substandard Building Violation	I	100.00
16.35.460	Failure to Comply With Order of Appeals Board	M	500.00
16.35.500	Interference with Repair or Demolition	I	100.00
17.06.230	Wall Signs	I	100.00
17.08.010	Freestanding Sign Regulations	I	100.00
17.08.020	Freestanding Sign Size/Height	I	100.00
17.08.110	Sign Permit Required	I	100.00
17.08.200	Wall Sign Regulations	I	100.00
17.08.210	Wall Sign Location	I	100.00
17.08.220	Wall Sign Size/Height	I	100.00
17.08.610	Violation of Sign Regulations	I	100.00
17.10.020	Off-Site Subdivision Sign Design	I	100.00
17.10.030	Off-Site Sign Design	I	100.00
17.10.050	Flags	I	100.00
17.10.210	Promotional Banners	I	100.00
17.12.010	Certain Signs Prohibited	I	100.00
17.12.020	Sign Design Prohibitions	I	100.00
17.40.020	Failure to Remove Abandoned Sign	I	100.00

17.14.020	Failure to Maintain Sign	I	100.00
17.16.010	Failure to Abate Nonconforming Sign	I	100.00
17.16.010D	Altering/Enlarging Nonconforming Sign	I	100.00
19.22.030	Accessory Structures	I	100.00
19.42.040	Home Occupation Permit Required	I	100.00
19.42.050	Home Occupation Performance Standards	I	100.00
19.90.030	Violation of Zoning Ordinance	I	100.00
	Any Unlisted Section	I	100.00

**ROSEVILLE MUNICIPAL CODE FINE SCHEDULE
UPDATED 5/1/24**

Code Section	Description of Code	Fines		
		1st	2nd	3rd
2.40.200	CATV Violations	100.00	200.00	500.00
6.04.040	No Business License	100.00	200.00	500.00
6.04.160	Disclosure of Confidential Information	100.00	200.00	500.00
6.04.220A	Post Business License	100.00	200.00	500.00
6.04.220B	Carry Business License	100.00	200.00	500.00
6.08.030	Filming on Public Property Without Permit	100.00	200.00	500.00
7.08.030	Interference with Animal Control Officer	100.00	200.00	500.00
7.12.010	Animal at Large - Leash Law	50.00	100.00	250.00
7.12.030	Property Damage by Animal	50.00	100.00	250.00
7.12.040	Bitches in Season	50.00	100.00	250.00
7.12.050	Aggressive Animal at Large	100.00	200.00	500.00
7.14.010	Removal of Dog Defecation	50.00	100.00	250.00
7.16.010	Failure to License Dog	50.00	100.00	250.00
7.16.040	License Affixed to Collar	50.00	100.00	250.00
7.20.010	Kennels - License Required	100.00	200.00	500.00
7.25.010	Animal Noise	100.00	200.00	500.00
7.28.010	Hogs Prohibited	50.00	100.00	250.00
7.28.020	Non-registration of 5 or fewer animals	50.00	100.00	250.00
7.28.030	Non-registration of more than five animals	100.00	200.00	500.00
7.28.040	Keeping Livestock	50.00	100.00	250.00
7.28.050	Horses, Mules or Goats Regulations	50.00	100.00	250.00
7.32.010	Wild Animal	50.00	100.00	250.00
7.36.010	Domestic Fowl - Restrictions	50.00	100.00	250.00
7.36.020	Domestic Fowl - Enclosure	50.00	100.00	250.00
7.36.030	Rabbits – Restriction	50.00	100.00	250.00
7.36.040	Rabbits – Enclosure	50.00	100.00	250.00
7.36.070	Bee Hives	50.00	100.00	250.00
7.36.080	Bee Hives – Distance from Building	50.00	100.00	250.00
7.44.010	Failure to Report Bite	100.00	200.00	500.00
7.44.015	Failure to Give Bite Victim Information	100.00	200.00	500.00
7.44.020	Violation of Quarantine	100.00	200.00	500.00
7.46.050	Failure to Comply with Conditions of Release- Potentially Vicious Animals	100.00	200.00	500.00
7.46.080	Harboring Potentially Vicious Animal	100.00	200.00	500.00
7.48.024	Failure to Comply with Conditions of Release- Vicious Animals	100.00	200.00	500.00
7.48.060	Harboring Vicious Animal	100.00	200.00	500.00
7.60.020	Dead Animal Carcass	100.00	200.00	500.00
8.02.200	Park Use Regulations	100.00	200.00	500.00
8.02.220A	Driving in Parks	100.00	200.00	500.00

8.02.220B	Speeding in Parks	100.00	200.00	500.00
8.02.230	Damaging or Defacing Park Property	100.00	200.00	500.00
8.02.240	Animal in City Park	50.00	100.00	250.00
8.02.250A	Park Curfew	50.00	100.00	250.00
8.02.260A	Diamond Oaks – Curfew	50.00	100.00	250.00
8.02.260B	Diamond Oaks - Admission Fee	50.00	100.00	250.00
8.02.260C	Diamond Oaks Non-golfing Use	50.00	100.00	250.00
8.02.261A	Woodcreek Golf Club Curfew	50.00	100.00	250.00
8.02.261B	Woodcreek Golf Club Admission Fee	50.00	100.00	250.00
8.02.261C	Woodcreek Non-golfing Use	50.00	100.00	250.00
8.02.270	Golf in Parks	50.00	100.00	250.00
8.02.280	Alcohol in Park	50.00	100.00	250.00
8.02.281	Sale of Alcoholic Beverage	100.00	200.00	500.00
8.02.290	No Glass Containers	25.00	50.00	100.00
8.02.310	Animal Life Protected	100.00	200.00	500.00
8.02.315	Ejection from Parks	100.00	200.00	500.00
8.02.320	Tennis Courts - Prohibited Activities	25.00	50.00	100.00
8.02.325	Safety Gear at Skateboard Track	25.00	50.00	100.00
8.02.340	Mining	100.00	200.00	500.00
8.04.050	Tree Care - Without Permit	100.00	200.00	500.00
8.04.060	Mutilation/Abuse of trees	100.00	200.00	500.00
8.04.140	Interference with City Representative	100.00	200.00	500.00
9.12.020	Gathering Garbage Without Franchise	100.00	200.00	500.00
9.12.050	Placing Garbage in Receptacles	25.00	50.00	100.00
9.12.140	Unlawful Accumulation of Garbage	100.00	200.00	500.00
9.12.180	Disposal of Prohibited substances	100.00	200.00	500.00
9.12.190A	Exclusive Use of Receptacles	100.00	200.00	500.00
9.17.040	Refuse Hauler without Permit	100.00	200.00	500.00
9.17.060	Refuse Reports Required	100.00	200.00	500.00
9.17.100	Periodic Refuse Collection	100.00	200.00	500.00
9.20.070	Burning Weeds Without Fire Chief Consent	50.00	100.00	250.00
9.24.030G	Construction Noise	100.00	200.00	500.00
9.24.050	Failure To Cooperate in Determining Noise	100.00	200.00	500.00
9.24.100	Noise Limits – Sensitive Receptors	100.00	200.00	500.00
9.24.110	Noise Limits –Amplified Sound	100.00	200.00	500.00
9.24.120	Noise Limits – Industrial Property	100.00	200.00	500.00
9.24.130	Noise Limits – Public Events	100.00	200.00	500.00
9.24.150	Noise Disturbances	100.00	200.00	500.00
9.35.030	Certified Farmers’ Market Permit Required	100.00	200.00	500.00
9.37.030	Parade Without Permit	100.00	200.00	500.00
9.37.040	No Parade Vendor Permit	100.00	200.00	500.00
9.37.140	Interference with Parade	100.00	200.00	500.00
9.37.150	Exceeding Scope of Permit	100.00	200.00	500.00
9.40.020	Public Dance Permit Required	100.00	200.00	500.00
9.40.092	Disturbing the Peace	100.00	200.00	500.00
9.40.094	Intoxicated Patrons	100.00	200.00	500.00

9.40.096	Disorderly Conduct within 50'	100.00	200.00	500.00
9.40.098	Orderly Dispersal Required	100.00	200.00	500.00
9.40.170	Display of Dance Permit	100.00	200.00	500.00
9.45.030	Entertainment Permit Required	100.00	200.00	500.00
9.45.060	Hours of Operation	100.00	200.00	500.00
9.45.070	Disturbing the Peace	100.00	200.00	500.00
9.45.080	Intoxicated Customers	100.00	200.00	500.00
9.45.110	Disorderly Conduct within 20'	100.00	200.00	500.00
9.45.120	Orderly Dispersal Required	100.00	200.00	500.00
9.45.130	Alcoholic Beverages on Premises	100.00	200.00	500.00
9.45.200	Display of Permit	100.00	200.00	500.00
9.60.050	Failure to File Hazardous Material Disclosure	100.00	200.00	500.00
9.80.070	Flood Damage Prevention	100.00	200.00	500.00
9.80.120	Development Permit Required	100.00	200.00	500.00
9.90.050	Smoking in Public Place	50.00	100.00	250.00
9.90.060	Non-Smoking Hotel/Motel Rooms	100.00	200.00	500.00
9.90.070	Smoke-Free Workplace	100.00	200.00	500.00
9.90.090	"No Smoking" Posting Required	100.00	200.00	500.00
9.90.100	Retaliation Prohibited	100.00	200.00	500.00
10.02.010	Destroying Public Signs	100.00	200.00	500.00
10.20.010	Electric Wire or Fence	100.00	200.00	500.00
10.30.010	Drinking in Streets	100.00	200.00	500.00
10.30.020B	Possession Open Alcohol at Off Sale Premises	100.00	200.00	500.00
10.34.020	Loitering Prohibited	100.00	200.00	500.00
10.36.010	Registration Required for Soliciting	100.00	200.00	500.00
10.36.020	Failure to Carry Registration	100.00	200.00	500.00
10.36.030	Violation of No Peddling or No Soliciting Sign	100.00	200.00	500.00
10.42.010	Motorcycle Racing	100.00	200.00	500.00
10.44.020	Ultralight Vehicle Launch/Landing	50.00	100.00	250.00
10.50.010	Littering	100.00	200.00	500.00
10.50.020	Distribution of Advertising Literature Without Permission	100.00	200.00	500.00
10.52.010	Removal of Lawfully Placed Signs	100.00	200.00	500.00
10.53.030	Graffiti Prohibited	100.00	200.00	500.00
10.53.040	Possession of Aerosol Spray Paint Can By Minors	100.00	200.00	500.00
10.53.050	Sale of Aerosol Spray Paint Cans to Minors	100.00	200.00	500.00
10.54.020	Nuisances	100.00	200.00	500.00
10.56.010	Camping on Public Property	100.00	200.00	500.00
10.56.020	Camping on Private Property	100.00	200.00	500.00
10.56.030	Open Campfires Prohibited	100.00	200.00	500.00
10.63.030	Private Patrol Service - Uniform Approval	100.00	200.00	500.00
10.64.050A	Sirens Prohibited	100.00	200.00	500.00
10.64.050B	Automatic Shutoff Required For Alarms	100.00	200.00	500.00
10.64.060	Alarm Permit Required	100.00	200.00	500.00
10.64.070	Display of Alarm Permit Required	100.00	200.00	500.00

10.64.125B	Report of Assignment or Transfer of Monitoring Company	100.00	200.00	500.00
10.64.125C	Bi-Annual Report by Monitoring Company	100.00	200.00	500.00
10.64.135	Operation or Maintenance of Direct Dial Alarm	100.00	200.00	500.00
10.64.150	Enhanced Call Verification Required	100.00	200.00	500.00
10.64.180	Use of Alarm After Denial, Suspension or Revocation	100.00	200.00	500.00
10.65.020	Ice Cream Vendor Permit Required	100.00	200.00	500.00
10.65.070	Display of Ice Cream Permit	100.00	200.00	500.00
10.65.100	Vendor's Name Marked on Vehicle	100.00	200.00	500.00
10.66.020	No Taxi Driver's License	100.00	200.00	500.00
10.66.070	Display of Taxi Driver Permit	100.00	200.00	500.00
10.66.100	Taxi Company Name on Vehicle	100.00	200.00	500.00
10.66.110	Pickup of Additional Passengers	100.00	200.00	500.00
10.66.120	Driving Without Liability Insurance	100.00	200.00	500.00
10.66.130	Parking at Taxi Stand	50.00	100.00	250.00
10.67.020	Daily Reports to Police Chief	100.00	200.00	500.00
10.67.030	Daily Reports Kept on Premises	100.00	200.00	500.00
10.67.040	Pawnbroker/Secondhand Dealer Reports	100.00	200.00	500.00
10.67.060	Pawnbrokers/Secondhand Dealers – Permit Required	100.00	200.00	500.00
10.67.130	Pawnbrokers/Secondhand Dealers – Hours of Operation	100.00	200.00	500.00
10.67.140	Display of Pawnbroker/Secondhand Dealer Permit	100.00	200.00	500.00
10.70.030	Curfew for Minors	25.00	50.00	100.00
10.71.030	Social Host Accountability	500.00	750.00	1,000.00
10.80.010	Discharge Firearm in City	100.00	200.00	500.00
10.82.010	Possession/Use of Slingshots	25.00	50.00	100.00
11.04.030	Directing Traffic	25.00	50.00	100.00
11.04.040	Reports of Damage to Utilities	50.00	100.00	250.00
11.06.030	Obedience to Traffic Control Devices	100.00	200.00	500.00
11.08.030	Obedience to no-turn Signs	100.00	200.00	500.00
11.08.040	Turns Against Traffic Stop Signal	100.00	200.00	500.00
11.10.020	Wrong Way Driving/Stopping in Alley	100.00	200.00	500.00
11.12.010	Obedience to Stop Signs	100.00	200.00	500.00
11.14.020	Bicycle Riding on Particular Sidewalks	25.00	50.00	100.00
11.14.030	Bicycle Riding in Washington Underpass	25.00	50.00	100.00
11.14.040	Parent Responsibility - Bicycle Violations	50.00	100.00	250.00
11.15.130	Violation of Golf Cart Regulations	50.00	100.00	250.00
11.16.010	Clinging to Motor Vehicles Prohibited	100.00	200.00	500.00
11.16.020	Driving on Sidewalk	100.00	200.00	500.00
11.16.040	Riding, Driving on New Pavement or Paint	100.00	200.00	500.00
11.16.050	Driving over Fire Hose	100.00	200.00	500.00
11.16.060	Driving Through Railroad Gates	100.00	200.00	500.00
11.16.070	Speeding Train Through Crossing	100.00	200.00	500.00

11.16.080	Removal or Obstructing Chalk marks	75.00	150.00	300.00
11.16.090	Obstructing Intersections and Crosswalks	50.00	100.00	250.00
11.16.100	Blocking Roadway Prohibited	50.00	100.00	250.00
11.16.110	Leaving Vehicle Unattended	50.00	100.00	250.00
11.16.130	Driving on Private Property	50.00	100.00	250.00
11.18.020	Jaywalking	25.00	50.00	100.00
11.18.030	Crossing at Right Angles	25.00	50.00	100.00
11.18.040A	Skateboard/Roller Skate Interference with Pedestrians or Vehicular Traffic	50.00	100.00	250.00
11.18.040B	Skateboarding/Roller Skating on Private Property	50.00	100.00	250.00
11.18.040D	Skateboard/Rollerblade on Posted Public Property	50.00	100.00	250.00
11.20.020	Parking More than 72 Hours	100.00	200.00	500.00
11.20.030	Parking for Wash/Repair/Grease Vehicle in Road	50.00	100.00	250.00
11.20.040	Parking in Alley	50.00	100.00	250.00
11.20.050	Parking on Wrong Side of Street, Angle Parking	50.00	100.00	250.00
11.20.060	Parking Commercial Vehicle in Residential Neighborhood	100.00	200.00	500.00
11.20.070	No Parking Sign	50.00	100.00	250.00
11.20.080	Parking in Violation of Emergency Sign	100.00	200.00	500.00
11.20.090	Parking on Traffic Counters	50.00	100.00	250.00
11.20.100	Parking on Parks/Playgrounds/Sidewalk	50.00	100.00	250.00
11.20.110	Parking on Private Property	50.00	100.00	250.00
11.20.170	Parking in Fire Lane	100.00	200.00	500.00
11.20.180	Failure to Display Current Registration Tabs	50.00	100.00	250.00
11.20.190	Unregistered Vehicle Parked on Highway	100.00	200.00	500.00
11.20.210	Handicapped Parking – On Street	380.00	380.00	380.00
11.20.220	Handicapped Parking – Off Street	380.00	380.00	380.00
11.20.320	Abandoned Vehicles	100.00	200.00	500.00
11.20.394	Reconstruction of Abandoned Vehicles	100.00	200.00	500.00
11.20.450	Selling Parking Permit	100.00	200.00	500.00
11.20.460	Parking in Residential Permit Zone Without Permit	50.00	100.00	250.00
11.20.540	Parking in Commercial Permit Zone Without Permit	50.00	100.00	250.00
11.22.010	Parking in Violation of Curb Markings	50.00	100.00	250.00
11.22.020	Unauthorized Painting of Curbs	100.00	200.00	500.00
11.22.040	Loading Zone Parking	50.00	100.00	250.00
11.22.050	Parking So As to Obstruct Traffic	75.00	150.00	300.00
11.23.010	Vending Within 150 Feet of any School	50.00	100.00	250.00
11.24.020	Overtime Parking	35.00	70.00	140.00
11.24.030	Parking More than One Space	25.00	50.00	100.00
11.24.050	Unauthorized Placing of Parking Signs	100.00	200.00	500.00

11.26.010	Truck Route	100.00	200.00	500.00
11.30.050	Parking Meter Overtime	25.00	50.00	100.00
11.30.070	Parking Meter/Not Depositing Coins	25.00	50.00	100.00
11.30.080	Parking Meter - Using Substitute Coins	100.00	200.00	500.00
11.30.090	Parking Meter - Tampering With	100.00	200.00	500.00
11.32.040	Obedience to Parking Facility Signs	25.00	50.00	100.00
11.32.060	Parking in Reserved Space	50.00	100.00	250.00
11.32.070	Failure to Park in Marked Space	25.00	50.00	100.00
11.33.150	Violation of Transportation Systems Management Plan	100.00	200.00	500.00
13.12.010	Use of Sidewalk for Business	100.00	200.00	500.00
13.12.020	Interfering with Free Passage	100.00	200.00	500.00
13.16.010	Burning Leaves	100.00	200.00	500.00
13.20.010	No Building Moving Permit	100.00	200.00	500.00
13.21.010	No oversize Vehicle Permits	100.00	200.00	500.00
13.28.010	No Encroachment Permit	100.00	200.00	500.00
14.04.070	Unauthorized Utility Connections	100.00	200.00	500.00
14.08.060	Tampering With City Property	100.00	200.00	500.00
14.08.070	Tapping Distribution System	100.00	200.00	500.00
14.08.080	Turning Water on Without Permit	100.00	200.00	500.00
14.08.130	Use of Water For Construction Without Permit	100.00	200.00	500.00
14.08.190	Use of Siphon	100.00	200.00	500.00
14.08.200	Use of Nonrecirculating HVAC System	100.00	200.00	500.00
14.08.210	Resale of Water	100.00	200.00	500.00
14.09.160	Water Waste	100.00	200.00	500.00
14.10.110	Failure to Maintain Backflow Prevention Assembly	100.00	200.00	500.00
14.11.030	Permit Required to Dig Well	100.00	200.00	500.00
14.12.020	Violation of Sanitary Sewer Regulations	100.00	200.00	500.00
14.12.025	Violation of Storm Drain Regulations	100.00	200.00	500.00
14.12.040	Permit Required to Connect with Sewer	100.00	200.00	500.00
14.12.050A	Discharge of Storm Water to Sewer	100.00	200.00	500.00
14.12.050C	Discharge of Prohibited Substances to Sewer	100.00	200.00	500.00
14.17.110	Recycled Water Connection without approval	100.00	200.00	500.00
14.17.120	Resale of Recycled Water	100.00	200.00	500.00
14.24.220	Violation of Electric Regulations	100.00	200.00	500.00
14.24.250	Sale/Delivery/Transmission of Electricity without Franchise	100.00	200.00	500.00
14.24.260	Use of Energy Supplied without Franchise	100.00	200.00	500.00
14.26.110	Contributing Prohibited Substances to POTW	100.00	200.00	500.00
14.26.140	Violation of Pollutant Limitations	100.00	200.00	500.00
14.26.170	Excessive Discharge	100.00	200.00	500.00
14.26.180B	Failure to Notify of Accidental Discharge	100.00	200.00	500.00
14.26.310	Discharge Without Permit	100.00	200.00	500.00
14.26.370	Transfer of Permit	100.00	200.00	500.00
14.26.380	Failure to Report Pollutants	100.00	200.00	500.00

14.26.390	Failure to Submit Compliance Reports	100.00	200.00	500.00
14.26.390.3	Failure to Pretreat	100.00	200.00	500.00
14.26.440	Falsifying Information	100.00	200.00	500.00
16.04.100	Building Code Regulations	100.00	200.00	500.00
16.07.020	Rental of Drug House	100.00	200.00	500.00
16.16.020	Uniform Fire Code Regulations	100.00	200.00	500.00
16.16.140	Fireworks Regulations	750.00	1,000.00	1,000.00
16.18.020	Energy Audit Required	100.00	200.00	500.00
16.20.040	Grading Without Approval	100.00	200.00	500.00
16.24.450	Failure to Comply with Site Review	100.00	200.00	500.00
16.35.060	Substandard Building Violation	100.00	200.00	500.00
16.35.110	Dangerous Buildings	100.00	200.00	500.00
16.35.460	Failure to Comply With Order of Appeals Board	100.00	200.00	500.00
16.35.500	Interference with Repair or Demolition	100.00	200.00	500.00
Title 17	All Sign Regulations	100.00	200.00	500.00
19.22.030	Accessory Structures	100.00	200.00	500.00
19.42.040	Home Occupation Permit Required	100.00	200.00	500.00
19.42.050	Home Occupation Performance Standards	100.00	200.00	500.00
19.90.030	Violation of Zoning Ordinance	100.00	200.00	500.00
	Any Unlisted Section	100.00	200.00	500.00

**ROSEVILLE MUNICIPAL CODE FINE SCHEDULE
EFFECTIVE AS OF 7/18/2025**

Section 1. Standard Fines

Unless otherwise specified in the Roseville Municipal Code (“RMC”) or in Sections 2 or 3 of this fine schedule, the standard administrative citation fine amount for any RMC violation, and any second, third, or subsequent violation of the same code section within 12 months of the date of the first offense, shall be:

1st Offense	2nd Offense (within 12-month period)	3rd or Subsequent Offense (within 12-month period)
\$100.00	\$200.00	\$500.00

Section 2. Specified Fines: 12-month period

The specific administrative citation fine amount for any violation of an RMC section set forth below, and any second, third, or subsequent violation of the same code section within 12 months of the date of the first offense, shall be:

RMC Code Section	Description	1st Offense	2nd Offense (within 12- month period)	3rd or Subsequent Offense (within 12- month period)
7.08.030	Interference with Animal Control Officer	\$250.00	\$500.00	\$750.00
7.12.050	Animal Aggressive Behavior	\$250.00	\$500.00	\$750.00
7.16.010	Animal Licensing	\$75.00	\$150.00	\$300.00
7.16.040	Animal License Affixed to Collar	\$75.00	\$150.00	\$300.00
7.20.010	Kennels – License Required	\$250.00	\$500.00	\$750.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$250.00	\$500.00	\$750.00
7.46.080	Harboring Potentially Vicious Animal	\$250.00	\$500.00	\$750.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$250.00	\$500.00	\$750.00

7.48.060	Harboring Vicious Animal	\$250.00	\$500.00	\$750.00
7.62.010	Animal Welfare	\$250.00	\$500.00	\$750.00
7.62.020	Animals in Motor Vehicles	\$250.00	\$500.00	\$750.00
9.24.030(G)	Construction Noise	\$250.00	\$500.00	\$750.00
10.54.020	Nuisances	\$150.00	\$300.00	\$500.00
10.56.010	Camping on public property	\$150.00	\$300.00	\$500.00
10.56.020	Camping on private property	\$150.00	\$300.00	\$500.00
10.56.030	Campfires	\$150.00	\$300.00	\$500.00
11.26.010	Truck Routes	\$150.00	\$300.00	\$500.00
14.09.060	Water Conservation – Water Waste Prohibited	\$150.00	\$300.00	\$500.00

Section 3. Specific Fines: 36-month period

The specific administrative citation fine amount for any violation of an RMC section set forth below, and any second, third, or subsequent violation of the same code section within 36 months of the date of the first offense, shall be:

RMC Code Section	Description	1st Offense	2nd Offense (within 36-month period)	3rd or Subsequent Offense (within 36-month period)
4.25.020	Permit Required – Short Term Rental	\$500.00	\$750.00	\$1,000.00
4.25080(A)	Performance Standards – Short Term Rental (Maximum Capacity)	\$250.00	\$500.00	\$750.00
4.25080(C)	Performance Standards – Short Term Rental (Maximum Rental Days)	\$250.00	\$500.00	\$750.00
4.25080(F)	Performance Standards – Short Term Rental (Parking)	\$250.00	\$500.00	\$750.00
4.25080(I)	Performance Standards – Short Term Rental (Events)	\$250.00	\$500.00	\$750.00
4.25.080(L)	Performance Standards – Short Term Rental (Renter's Age)	\$250.00	\$500.00	\$750.00
9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$500.00	\$750.00	\$1,000.00
9.10.030(A)	Requirements for Massage Businesses – CAMTC Certification or Exemption Required	\$250.00	\$500.00	\$750.00
9.10.040	Massage Businesses – Advertisements	\$250.00	\$500.00	\$750.00

9.10.200(A)	Operating Requirements for Massage Businesses – General Conditions (Owner or Manager Onsite)	\$250.00	\$500.00	\$750.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$500.00	\$750.00	\$1,000.00
9.10.200(G)	Operating Requirements for Massage Businesses – General Conditions (Professional Attire)	\$250.00	\$500.00	\$750.00
9.10.220(C)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$250.00	\$500.00	\$750.00
9.10.220(D)	Operating Requirements for Massage Businesses – Operations (Persons Consuming Alcohol or Drugs)	\$250.00	\$500.00	\$750.00
9.10.220(H)	Operating Requirements for Massage Businesses – Operations (Records)	\$250.00	\$500.00	\$750.00
9.10.220(I)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$250.00	\$500.00	\$750.00
9.10.220(L)	Operating Requirements for Massage Businesses – Operations (Advertising)	\$250.00	\$500.00	\$750.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$500.00	\$750.00	\$1,000.00
9.10.230(H)	Operating Requirements for Mobile Massage Services – Persons Consuming Alcohol or Drugs	\$250.00	\$500.00	\$750.00
10.58.100(B)	Municipal Parking Facilities – Restrictions on Use (Prohibited Areas)	\$250.00	\$500.00	\$750.00
10.71.030	Social Host Accountability	\$500.00	\$750.00	\$1,000.00
11.20.210	Handicapped Parking – On Street	\$380.00	\$380.00	\$380.00
11.20.220	Handicapped Parking – Off Street	\$380.00	\$380.00	\$380.00
14.08.060	Tampering With City Property – Bypassing Meters	\$500.00	\$750.00	\$1,000.00
14.08.070	Tapping Distribution System	\$500.00	\$750.00	\$1,000.00
14.08.080	Turning Water on Without Permit	\$500.00	\$750.00	\$1,000.00
14.08.130	Use of Water for Construction Purposes	\$500.00	\$750.00	\$1,000.00

14.08.190	Siphons Prohibited	\$500.00	\$750.00	\$1,000.00
14.08.210	Resale of Water	\$500.00	\$750.00	\$1,000.00
14.12.020	Use of Public Sewers Required	\$250.00	\$500.00	\$750.00
14.12.040	Building Sewers and Connections	\$250.00	\$500.00	\$750.00
14.12.050	Use of Public Sewers	\$250.00	\$500.00	\$750.00
16.16.140	Fireworks Regulations	\$750.00	\$1,000.00	\$1,000.00
16.35.060	Substandard Buildings – Violations	\$250.00	\$500.00	\$750.00

Section 4. Late Payment Fees

Any person who fails to pay any administrative fine amount that is due within the timeframe set forth in RMC §2.50.050 shall be subject to an additional late payment fee. For fines paid no later than sixty (60) days after the due date set forth in RMC §2.50.050, the late payment fee is equal to ten percent (10%) of the total administrative citation fine amount due to the City, or ten percent (10%) of the amount remaining unpaid to the City if a portion of the fine amount was timely paid. For fines paid more than sixty (60) days after the due date set forth in RMC §2.50.050, the late payment fee is equal to twenty-five percent (25%) of the total administrative citation fine amount due to the City, or twenty-five percent (25%) of the amount remaining unpaid to the City if a portion of the fine amount was timely paid. All late payment fees are in addition to the amount of the administrative citation fine amount.

**ROSEVILLE MUNICIPAL CODE BAIL SCHEDULE
EFFECTIVE AS OF 7/18/2025**

Section 1. Standard Bail Amount for Infractions

Unless specified elsewhere in this Bail Schedule, the standard bail amount for any violation of the Roseville Municipal Code charged as an Infraction shall be \$100.00.

Section 2. Standard Bail Amount for Misdemeanors

Unless specified elsewhere in this Bail Schedule, the standard bail amount for any violation of the Roseville Municipal Code charged as a Misdemeanor shall be \$250.00.

Section 3. Specified Bail Amount for Infractions

Unless specified elsewhere in this Bail Schedule, the bail amount for any violation of a Roseville Municipal Code section set forth below and charged as an Infraction shall be:

RMC Code Section	Description	Bail
7.16.010	Animal Licensing	\$75.00
7.16.040	Animal License Affixed to Collar	\$75.00
4.25.020	Permit Required – Short Term Rental	\$500.00
7.08.030	Interference with Animal Control Officer	\$250.00
7.12.050	Animal Aggressive Behavior	\$250.00
7.16.010	Animal Licensing	\$75.00
7.16.040	Animal License Affixed to Collar	\$75.00
7.20.010	Kennels – License Required	\$250.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$250.00
7.46.080	Harboring Potentially Vicious Animal	\$250.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$250.00
7.48.060	Harboring Vicious Animal	\$250.00
7.62.010	Animal Welfare	\$250.00
7.62.020	Animals in Motor Vehicles	\$250.00
9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$500.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$500.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$500.00
9.24.030(G)	Construction Noise	\$250.00

10.54.020	Nuisances	\$150.00
10.56.010	Camping on public property	\$150.00
10.56.020	Camping on private property	\$150.00
10.56.030	Campfires	\$150.00
10.71.030	Social Host Accountability	\$500.00
11.20.210	Handicapped Parking – On Street	\$380.00
11.20.220	Handicapped Parking – Off Street	\$380.00
11.26.010	Truck Routes	\$150.00
14.08.060	Tampering With City Property – Bypassing Meters	\$500.00
14.08.070	Tapping Distribution System	\$500.00
14.08.080	Turning Water on Without Permit	\$500.00
14.08.130	Use of Water for Construction Purposes	\$500.00
14.08.190	Siphons Prohibited	\$500.00
14.08.210	Resale of Water	\$500.00
14.09.060	Water Conservation – Water Waste Prohibited	\$150.00

Section 4. Specified Bail Amount for Misdemeanors

Unless specified elsewhere in this Bail Schedule, the bail amount for any violation of a Roseville Municipal Code section set forth below and charged as a Misdemeanor shall be:

RMC Code Section	Description	Bail
4.25.020	Permit Required – Short Term Rental	\$750.00
4.25080(A)	Performance Standards – Short Term Rental (Maximum Capacity)	\$500.00
4.25080(C)	Performance Standards – Short Term Rental (Maximum Rental Days)	\$500.00
4.25080(F)	Performance Standards – Short Term Rental (Parking)	\$500.00
4.25080(I)	Performance Standards – Short Term Rental (Events)	\$500.00
4.25.080(L)	Performance Standards – Short Term Rental (Renter’s Age)	\$500.00
7.08.030	Interference with Animal Control Officer	\$500.00
7.12.050	Animal Aggressive Behavior	\$500.00
7.20.010	Kennels – License Required	\$500.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$500.00
7.46.080	Harboring Potentially Vicious Animal	\$500.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$500.00
7.48.060	Harboring Vicious Animal	\$500.00
7.62.010	Animal Welfare	\$500.00
7.62.020	Animals in Motor Vehicles	\$500.00

9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$750.00
9.10.030(A)	Requirements for Massage Businesses – CAMTC Certification or Exemption Required	\$500.00
9.10.040	Massage Businesses – Advertisements	\$500.00
9.10.200(A)	Operating Requirements for Massage Businesses – General Conditions (Owner or Manager Onsite)	\$500.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$750.00
9.10.200(G)	Operating Requirements for Massage Businesses – General Conditions (Professional Attire)	\$500.00
9.10.220(C)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$500.00
9.10.220(D)	Operating Requirements for Massage Businesses – Operations (Persons Consuming Alcohol or Drugs)	\$500.00
9.10.220(H)	Operating Requirements for Massage Businesses – Operations (Records)	\$500.00
9.10.220(I)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$500.00
9.10.220(L)	Operating Requirements for Massage Businesses – Operations (Advertising)	\$500.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$750.00
9.10.230(H)	Operating Requirements for Mobile Massage Services – Persons Consuming Alcohol or Drugs	\$500.00
9.24.030(G)	Construction Noise	\$500.00
10.56.010	Camping on public property	\$300.00
10.56.020	Camping on private property	\$300.00
10.56.030	Campfires	\$300.00
11.26.010	Truck Routes	\$300.00
14.09.060	Water Conservation – Water Waste Prohibited	\$300.00
10.58.100(B)	Municipal Parking Facilities – Restrictions on Use (Prohibited Areas)	\$500.00
10.71.030	Social Host Accountability	\$1,000.00
14.08.060	Tampering With City Property – Bypassing Meters	\$750.00
14.08.070	Tapping Distribution System	\$750.00
14.08.080	Turning Water on Without Permit	\$750.00
14.08.130	Use of Water for Construction Purposes	\$750.00
14.08.190	Siphons Prohibited	\$750.00
14.08.210	Resale of Water	\$750.00
14.12.020	Use of Public Sewers Required	\$500.00
14.12.040	Building Sewers and Connections	\$500.00
14.12.050	Use of Public Sewers	\$750.00
16.16.140	Fireworks Regulations	\$1,000.00
16.35.060	Substandard Buildings – Violations	\$500.00

Section 5. Additional Fees

For some violations of the Roseville Municipal Code, the State of California may impose additional fees that are required to be paid to the City of Roseville. Violations of the following Roseville Municipal Code sections are subject to such additional fees as of December 7, 2010:

RMC Code Section	Description
11.20.020	Parking More than 72 Hours
11.20.030	Parking for Wash/Repair/Grease Vehicle in Road
11.20.040	Parking in Alley
11.20.050	Parking on Wrong Side of Street, Angle Parking
11.20.060	Parking Commercial Vehicle in Residential Neighborhood
11.20.070	No Parking Sign
11.20.080	Parking in Violation of Emergency Sign
11.20.090	Parking on Traffic Counters
11.20.100	Parking on Parks/Playgrounds/Sidewalk
11.20.110	Parking on Private Property
11.20.170	Parking in Fire Lane
11.20.190	Unregistered Vehicles Parked on Highway
11.20.210	Handicapped Parking - On Street
11.20.220	Handicapped Parking - Off Street
11.20.450	Selling Parking Permit
11.20.460	Parking in Residential Permit Zone Without Permit
11.20.540	Parking in Commercial Permit Zone without Permit
11.22.010	Parking in Violation of Curb Markings
11.22.040	Loading Zone Parking
11.22.050	Parking So As to Obstruct Traffic
11.24.020	Overtime Parking
11.24.030	Parking More than One Space
11.24.050	Unauthorized Placing of Parking Signs
11.30.050	Parking Meter Overtime
11.30.070	Parking Meter/Not Depositing Coins
11.30.080	Parking Meter - Using Substitute Coins
11.30.090	Parking Meter - Tampering With
11.32.040	Obedience to Parking Facility Signs
11.32.060	Parking in Reserved Space
11.32.070	Failure to Park in Marked Space

RESOLUTION NO. 25-190

ADOPTING A FINE SCHEDULE AND BAIL SCHEDULE FOR ENFORCEMENT
OF MUNICIPAL CODE VIOLATIONS
AND REPEALING RESOLUTIONS 24-114 AND 24-159

WHEREAS, the Roseville Municipal Code provides that the violation of any of its provisions is unlawful, and

WHEREAS, the City of Roseville adopted Resolution 24-114 on May 1, 2024 to amend and update the fine schedule for municipal code violations; and

WHEREAS, the City of Roseville adopted Resolution 24-159 on June 5, 2024, to amend and update the bail schedule for municipal code violations; and

WHEREAS, revisions to the City of Roseville fine schedule and bail schedule are necessary for the efficient and effective abatement of nuisances and enforcement of the City's municipal code; and

WHEREAS, the revised Roseville Municipal Code Fine Schedule is attached as "Exhibit A" and the revised Roseville Municipal Code Bail Schedule is attached as "Exhibit B".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the Roseville Municipal Code Fine Schedule and the Roseville Municipal Code Bail Schedule are hereby adopted,

BE IT FURTHER RESOLVED that Resolution Nos. 24-114 and 24-159 are hereby repealed.

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

EXHIBIT “A”

**ROSEVILLE MUNICIPAL CODE FINE SCHEDULE
EFFECTIVE AS OF 7/18/2025**

Section 1. Standard Fines

Unless otherwise specified in the Roseville Municipal Code (“RMC”) or in Sections 2 or 3 of this fine schedule, the standard administrative citation fine amount for any RMC violation, and any second, third, or subsequent violation of the same code section within 12 months of the date of the first offense, shall be:

1st Offense	2nd Offense (within 12-month period)	3rd or Subsequent Offense (within 12-month period)
\$100.00	\$200.00	\$500.00

Section 2. Specified Fines: 12-month period

The specific administrative citation fine amount for any violation of an RMC section set forth below, and any second, third, or subsequent violation of the same code section within 12 months of the date of the first offense, shall be:

RMC Code Section	Description	1st Offense	2nd Offense (within 12- month period)	3rd or Subsequent Offense (within 12- month period)
7.08.030	Interference with Animal Control Officer	\$250.00	\$500.00	\$750.00
7.12.050	Animal Aggressive Behavior	\$250.00	\$500.00	\$750.00
7.16.010	Animal Licensing	\$75.00	\$150.00	\$300.00
7.16.040	Animal License Affixed to Collar	\$75.00	\$150.00	\$300.00
7.20.010	Kennels – License Required	\$250.00	\$500.00	\$750.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$250.00	\$500.00	\$750.00
7.46.080	Harboring Potentially Vicious Animal	\$250.00	\$500.00	\$750.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$250.00	\$500.00	\$750.00

7.48.060	Harboring Vicious Animal	\$250.00	\$500.00	\$750.00
7.62.010	Animal Welfare	\$250.00	\$500.00	\$750.00
7.62.020	Animals in Motor Vehicles	\$250.00	\$500.00	\$750.00
9.24.030(G)	Construction Noise	\$250.00	\$500.00	\$750.00
10.54.020	Nuisances	\$150.00	\$300.00	\$500.00
10.56.010	Camping on public property	\$150.00	\$300.00	\$500.00
10.56.020	Camping on private property	\$150.00	\$300.00	\$500.00
10.56.030	Campfires	\$150.00	\$300.00	\$500.00
11.26.010	Truck Routes	\$150.00	\$300.00	\$500.00
14.09.060	Water Conservation – Water Waste Prohibited	\$150.00	\$300.00	\$500.00

Section 3. Specific Fines: 36-month period

The specific administrative citation fine amount for any violation of an RMC section set forth below, and any second, third, or subsequent violation of the same code section within 36 months of the date of the first offense, shall be:

RMC Code Section	Description	1st Offense	2nd Offense (within 36-month period)	3rd or Subsequent Offense (within 36-month period)
4.25.020	Permit Required – Short Term Rental	\$500.00	\$750.00	\$1,000.00
4.25080(A)	Performance Standards – Short Term Rental (Maximum Capacity)	\$250.00	\$500.00	\$750.00
4.25080(C)	Performance Standards – Short Term Rental (Maximum Rental Days)	\$250.00	\$500.00	\$750.00
4.25080(F)	Performance Standards – Short Term Rental (Parking)	\$250.00	\$500.00	\$750.00
4.25080(I)	Performance Standards – Short Term Rental (Events)	\$250.00	\$500.00	\$750.00
4.25.080(L)	Performance Standards – Short Term Rental (Renter's Age)	\$250.00	\$500.00	\$750.00
9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$500.00	\$750.00	\$1,000.00
9.10.030(A)	Requirements for Massage Businesses – CAMTC Certification or Exemption Required	\$250.00	\$500.00	\$750.00
9.10.040	Massage Businesses – Advertisements	\$250.00	\$500.00	\$750.00

9.10.200(A)	Operating Requirements for Massage Businesses – General Conditions (Owner or Manager Onsite)	\$250.00	\$500.00	\$750.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$500.00	\$750.00	\$1,000.00
9.10.200(G)	Operating Requirements for Massage Businesses – General Conditions (Professional Attire)	\$250.00	\$500.00	\$750.00
9.10.220(C)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$250.00	\$500.00	\$750.00
9.10.220(D)	Operating Requirements for Massage Businesses – Operations (Persons Consuming Alcohol or Drugs)	\$250.00	\$500.00	\$750.00
9.10.220(H)	Operating Requirements for Massage Businesses – Operations (Records)	\$250.00	\$500.00	\$750.00
9.10.220(I)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$250.00	\$500.00	\$750.00
9.10.220(L)	Operating Requirements for Massage Businesses – Operations (Advertising)	\$250.00	\$500.00	\$750.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$500.00	\$750.00	\$1,000.00
9.10.230(H)	Operating Requirements for Mobile Massage Services – Persons Consuming Alcohol or Drugs	\$250.00	\$500.00	\$750.00
10.58.100(B)	Municipal Parking Facilities – Restrictions on Use (Prohibited Areas)	\$250.00	\$500.00	\$750.00
10.71.030	Social Host Accountability	\$500.00	\$750.00	\$1,000.00
11.20.210	Handicapped Parking – On Street	\$380.00	\$380.00	\$380.00
11.20.220	Handicapped Parking – Off Street	\$380.00	\$380.00	\$380.00
14.08.060	Tampering With City Property – Bypassing Meters	\$500.00	\$750.00	\$1,000.00
14.08.070	Tapping Distribution System	\$500.00	\$750.00	\$1,000.00
14.08.080	Turning Water on Without Permit	\$500.00	\$750.00	\$1,000.00
14.08.130	Use of Water for Construction Purposes	\$500.00	\$750.00	\$1,000.00

14.08.190	Siphons Prohibited	\$500.00	\$750.00	\$1,000.00
14.08.210	Resale of Water	\$500.00	\$750.00	\$1,000.00
14.12.020	Use of Public Sewers Required	\$250.00	\$500.00	\$750.00
14.12.040	Building Sewers and Connections	\$250.00	\$500.00	\$750.00
14.12.050	Use of Public Sewers	\$250.00	\$500.00	\$750.00
16.16.140	Fireworks Regulations	\$750.00	\$1,000.00	\$1,000.00
16.35.060	Substandard Buildings – Violations	\$250.00	\$500.00	\$750.00

Section 4. Late Payment Fees

Any person who fails to pay any administrative fine amount that is due within the timeframe set forth in RMC §2.50.050 shall be subject to an additional late payment fee. For fines paid no later than sixty (60) days after the due date set forth in RMC §2.50.050, the late payment fee is equal to ten percent (10%) of the total administrative citation fine amount due to the City, or ten percent (10%) of the amount remaining unpaid to the City if a portion of the fine amount was timely paid. For fines paid more than sixty (60) days after the due date set forth in RMC §2.50.050, the late payment fee is equal to twenty-five percent (25%) of the total administrative citation fine amount due to the City, or twenty-five percent (25%) of the amount remaining unpaid to the City if a portion of the fine amount was timely paid. All late payment fees are in addition to the amount of the administrative citation fine amount.

EXHIBIT “B”

**ROSEVILLE MUNICIPAL CODE BAIL SCHEDULE
EFFECTIVE AS OF 7/18/2025**

Section 1. Standard Bail Amount for Infractions

Unless specified elsewhere in this Bail Schedule, the standard bail amount for any violation of the Roseville Municipal Code charged as an Infraction shall be \$100.00.

Section 2. Standard Bail Amount for Misdemeanors

Unless specified elsewhere in this Bail Schedule, the standard bail amount for any violation of the Roseville Municipal Code charged as a Misdemeanor shall be \$250.00.

Section 3. Specified Bail Amount for Infractions

Unless specified elsewhere in this Bail Schedule, the bail amount for any violation of a Roseville Municipal Code section set forth below and charged as an Infraction shall be:

RMC Code Section	Description	Bail
4.25.020	Permit Required – Short Term Rental	\$500.00
7.08.030	Interference with Animal Control Officer	\$250.00
7.12.050	Animal Aggressive Behavior	\$250.00
7.16.010	Animal Licensing	\$75.00
7.16.040	Animal License Affixed to Collar	\$75.00
7.20.010	Kennels – License Required	\$250.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$250.00
7.46.080	Harboring Potentially Vicious Animal	\$250.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$250.00
7.48.060	Harboring Vicious Animal	\$250.00
7.62.010	Animal Welfare	\$250.00
7.62.020	Animals in Motor Vehicles	\$250.00
9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$500.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$500.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$500.00
9.24.030(G)	Construction Noise	\$250.00
10.54.020	Nuisances	\$150.00
10.56.010	Camping on public property	\$150.00

10.56.020	Camping on private property	\$150.00
10.56.030	Campfires	\$150.00
10.71.030	Social Host Accountability	\$500.00
11.20.210	Handicapped Parking – On Street	\$380.00
11.20.220	Handicapped Parking – Off Street	\$380.00
11.26.010	Truck Routes	\$150.00
14.08.060	Tampering With City Property – Bypassing Meters	\$500.00
14.08.070	Tapping Distribution System	\$500.00
14.08.080	Turning Water on Without Permit	\$500.00
14.08.130	Use of Water for Construction Purposes	\$500.00
14.08.190	Siphons Prohibited	\$500.00
14.08.210	Resale of Water	\$500.00
14.09.060	Water Conservation – Water Waste Prohibited	\$150.00

Section 4. Specified Bail Amount for Misdemeanors

Unless specified elsewhere in this Bail Schedule, the bail amount for any violation of a Roseville Municipal Code section set forth below and charged as a Misdemeanor shall be:

RMC Code Section	Description	Bail
4.25.020	Permit Required – Short Term Rental	\$750.00
4.25080(A)	Performance Standards – Short Term Rental (Maximum Capacity)	\$500.00
4.25080(C)	Performance Standards – Short Term Rental (Maximum Rental Days)	\$500.00
4.25080(F)	Performance Standards – Short Term Rental (Parking)	\$500.00
4.25080(I)	Performance Standards – Short Term Rental (Events)	\$500.00
4.25.080(L)	Performance Standards – Short Term Rental (Renter's Age)	\$500.00
7.08.030	Interference with Animal Control Officer	\$500.00
7.12.050	Animal Aggressive Behavior	\$500.00
7.20.010	Kennels – License Required	\$500.00
7.46.050	Failure to Comply with Conditions of Release –Potentially Vicious Animals	\$500.00
7.46.080	Harboring Potentially Vicious Animal	\$500.00
7.48.024	Failure to Comply with Conditions of Release –Vicious Animals	\$500.00
7.48.060	Harboring Vicious Animal	\$500.00
7.62.010	Animal Welfare	\$500.00
7.62.020	Animals in Motor Vehicles	\$500.00
9.10.030(A)	Requirements for Massage Businesses – Permit Required	\$750.00

9.10.030(A)	Requirements for Massage Businesses – CAMTC Certification or Exemption Required	\$500.00
9.10.040	Massage Businesses – Advertisements	\$500.00
9.10.200(A)	Operating Requirements for Massage Businesses – General Conditions (Owner or Manager Onsite)	\$500.00
9.10.200(C)	Operating Requirements for Massage Businesses – General Conditions (No Massage of Private Areas)	\$750.00
9.10.200(G)	Operating Requirements for Massage Businesses – General Conditions (Professional Attire)	\$500.00
9.10.220(C)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$500.00
9.10.220(D)	Operating Requirements for Massage Businesses – Operations (Persons Consuming Alcohol or Drugs)	\$500.00
9.10.220(H)	Operating Requirements for Massage Businesses – Operations (Records)	\$500.00
9.10.220(I)	Operating Requirements for Massage Businesses – Operations (Living Quarters Prohibited)	\$500.00
9.10.220(L)	Operating Requirements for Massage Businesses – Operations (Advertising)	\$500.00
9.10.230(F)	Operating Requirements for Mobile Massage Services - No Massage of Private Areas	\$750.00
9.10.230(H)	Operating Requirements for Mobile Massage Services – Persons Consuming Alcohol or Drugs	\$500.00
9.24.030(G)	Construction Noise	\$500.00
10.56.010	Camping on public property	\$300.00
10.56.020	Camping on private property	\$300.00
10.56.030	Campfires	\$300.00
11.26.010	Truck Routes	\$300.00
14.09.060	Water Conservation – Water Waste Prohibited	\$300.00
10.58.100(B)	Municipal Parking Facilities – Restrictions on Use (Prohibited Areas)	\$500.00
10.71.030	Social Host Accountability	\$1,000.00
14.08.060	Tampering With City Property – Bypassing Meters	\$750.00
14.08.070	Tapping Distribution System	\$750.00
14.08.080	Turning Water on Without Permit	\$750.00
14.08.130	Use of Water for Construction Purposes	\$750.00
14.08.190	Siphons Prohibited	\$750.00
14.08.210	Resale of Water	\$750.00
14.12.020	Use of Public Sewers Required	\$500.00
14.12.040	Building Sewers and Connections	\$500.00
14.12.050	Use of Public Sewers	\$750.00
16.16.140	Fireworks Regulations	\$1,000.00
16.35.060	Substandard Buildings – Violations	\$500.00

Section 5. Additional Fees

For some violations of the Roseville Municipal Code, the State of California may impose additional fees that are required to be paid to the City of Roseville. Violations of the following Roseville Municipal Code sections are subject to such additional fees as of December 7, 2010:

RMC Code Section	Description
11.20.020	Parking More than 72 Hours
11.20.030	Parking for Wash/Repair/Grease Vehicle in Road
11.20.040	Parking in Alley
11.20.050	Parking on Wrong Side of Street, Angle Parking
11.20.060	Parking Commercial Vehicle in Residential Neighborhood
11.20.070	No Parking Sign
11.20.080	Parking in Violation of Emergency Sign
11.20.090	Parking on Traffic Counters
11.20.100	Parking on Parks/Playgrounds/Sidewalk
11.20.110	Parking on Private Property
11.20.170	Parking in Fire Lane
11.20.190	Unregistered Vehicles Parked on Highway
11.20.210	Handicapped Parking - On Street
11.20.220	Handicapped Parking - Off Street
11.20.450	Selling Parking Permit
11.20.460	Parking in Residential Permit Zone Without Permit
11.20.540	Parking in Commercial Permit Zone without Permit
11.22.010	Parking in Violation of Curb Markings
11.22.040	Loading Zone Parking
11.22.050	Parking So As to Obstruct Traffic
11.24.020	Overtime Parking
11.24.030	Parking More than One Space
11.24.050	Unauthorized Placing of Parking Signs
11.30.050	Parking Meter Overtime
11.30.070	Parking Meter/Not Depositing Coins
11.30.080	Parking Meter - Using Substitute Coins
11.30.090	Parking Meter - Tampering With
11.32.040	Obedience to Parking Facility Signs
11.32.060	Parking in Reserved Space
11.32.070	Failure to Park in Marked Space

Title:	Social Connection - 350 Conference Center Drive - Fee Deferral
Contact:	Gina McColl 916-774-5452 gmccoll@roseville.ca.us

SUMMARY

Staff recommends approval of a fee deferral for Social Connection, a restaurant/brewery container park with beer garden within the Roseville Junction development, in the amount of approximately \$247,876, until final of building permit/building occupancy. An annual interest rate equivalent to the city's pooled interest rate, prorated based on the length of the deferral, will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferrals and an administrative processing fee is to be charged to each building permit.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a fee deferral for Social Connection, a restaurant/brewery container park with beer garden within the Roseville Junction development at 350 Conference Center Drive, in the amount of approximately \$247,876, plus interest, until final of building permits/building occupancy.

BACKGROUND

This staff report shall serve as the economic development subsidy report pursuant to California Government Code Section 53083. The City of Roseville offers a fee deferral program through the Economic Development Department as an incentive to encourage development. Social Connection is requesting a fee deferral of certain city-controlled impact fees. The fee deferral requires City Council approval and that development impact fees are paid prior to the issuance of a Building Permit Occupancy/Final permit as applicable to each permit.

The Economic Development Department received the attached request from Roseville Junction LLC, requesting approval of a fee deferral for Social Connection. Social Connection, a restaurant/brewery container park with beer garden, will be located within the Roseville Junction development at 350 Conference Center Drive, in Parcel 40 of the North Central Roseville Specific Plan area. As shown on the attached plans, the project includes construction of an outdoor beer garden surrounded by several container structures totaling approximately 9,000 square feet. The project received Planning entitlement approval on January 11, 2024 (PL23-0138).

Fee estimates have been prepared for the various buildings/building permits for Social Connection, based on the fees for Fiscal Year 2024-2025. Only city-controlled impact fees are eligible for deferral. The fee types and consolidated amounts are identified below:

Deferrable Fees

Fire Service Construction Tax	\$ 1,495.42
Public Facilities Fee	\$ 2,508.76

Local Sewer Connection Fee	\$ 2,742.00
Water Connection Fee -Domestic	\$ 65,285.40
Water Connection Fee -Irrigation	\$ 40,649.40
Drainage Mitigation Fee	\$ 8,390.75
Traffic Mitigation Fee	\$ 98,930.26
Solid Waste Impact Fee	\$ 1,122.34
Electric Backbone Mitigation Fee	\$ 26,751.95
Total Fees Eligible for Deferral	\$ 247,876.29

The list of fees eligible for deferral has been vetted by the applicable City departments and only those determined to have no impact on the budget have been included above. As shown above, the total eligible fee deferral for the project is approximately \$247,876. The total amount of deferrable fees could change if building permits are pulled after FY 2024-25. However, the list of deferrable fees would not change following Council action on this item.

Pursuant to Roseville Municipal Code (RMC) Section 4.04.040, all non-residential fee deferrals greater than \$100,000 dollars are required to be approved by the City Council. Council is requested to approve a resolution allowing the requested fees to be deferred to building final/ occupancy. In an effort to cover lost interest resulting from the City fee deferral, there is an interest charge equivalent to the city's pooled interest rate that will be paid upon building permit occupancy or the issuance of a final permit for each project. The RMC additionally identifies an administrative processing fee to be charged per building permit to cover staff's time of processing requests.

The City finds that the public purpose of this fee deferral is to promote the general welfare of the City and its residents by creating new jobs (though the exact amount is not known at this time) and serve to generate increased sales tax revenue, consistent with the City's Economic Development Strategy.

FISCAL IMPACT

The proposed ordinance amendments will have no impact on the City's General Fund. The development impact fees are required to be paid prior to issuance of building permit occupancy/final permit. To ensure that the City will not have any loss of interest income, the RMC requires that interest be charged on monies deferred. Specifically, the City's Finance Department identified that the City's ten-year average pooled interest rate is approximately 1.54%. Therefore, interest at a rate of 1.54% will be charged on the monies deferred to cover the City's cost of loss of interest income on the fee deferral. Additionally, the RMC identifies an administrative processing fee to be charged to each building permit.

The City's fee deferral program is an important economic development tool that facilitates new development that may not otherwise be financially feasible without this program. As a result, this program has the potential to increase impact fees and investment that directly increase property values that may not otherwise occur if this program was not available. Construction of this project will create temporary construction jobs and permanent full and/or part-time jobs, in addition to sales tax revenue to the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15061(c)(3) and §15378.

These fee deferrals meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

3. Enhance economic vitality
4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Gina McColl, Economic Development Analyst

Melissa Anguiano, Economic Development Director

ATTACHMENTS:

1. Resolution 25-183
2. Social Connection Fee Deferral Application
3. Social Connection Plan

REVIEWERS:

Gina McColl, Economic Development Department	Created/Initiated - 5/14/2025
Cary Camilleri, Economic Development Department	Approved - 5/14/2025
Melissa Anguiano, Economic Development Department	Approved - 5/15/2025
Gretchen Hakala, City Attorney Department	Approved - 5/22/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

RESOLUTION NO. 25-183

APPROVING A FEE DEFERRAL FOR THE SOCIAL CONNECTION,
350 CONFERENCE CENTER DRIVE

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

WHEREAS, the Economic Development Department received a request from Roseville Junction LLC, requesting a fee deferral of certain City-controlled impact fees; and

WHEREAS, the fee deferral program and California Government Code Section 53083 require City Council approval, and the program requires that the deferred fees be paid prior to the earlier of one year past issuance of a Certificate of Occupancy or three years past issuance of first building permit; and

WHEREAS, on June 4, 2025, the City Council for the City of Roseville held a public hearing, pursuant to California Government Code Section 53083, on a fee deferral for the Social Connection at 350 Conference Center Drive with Roseville Junction LLC; and

WHEREAS, staff recommends City Council approve the City fee deferral to development impact fees until final of building permit/building occupancy of approximately \$247,876, plus interest, for the Social Connection project; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville after holding a public hearing that the City fee deferral to final of building permit/building occupancy in the approximate amount of \$247,876, plus interest, for the Social Connection project is hereby approved.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Development Services Department
Building Inspection Division
311 Vernon Street
Roseville, California 95678-2649

Staff Use Only
Permit #: BD
Approval: ☐ Administrative ☐ Council (Reso #:)
Interest Rate:
Date:
Technician Initials:

Commercial & Multi-Family Development Impact Fee Deferral Application

Impact Fee Deferral Program

The Impact Fee Deferral Program allows applicants to defer the payment of City controlled impact fees for new commercial & multi-family development and building expansions.

Please contact the Building Division at (916) 774-5332 prior to submitting this deferral application to obtain a fee estimate and verify the program requirements related to your project. Where deferred fees are estimated to be \$99,999 or less, the Development Services Department may approve the deferral administratively. Where deferred fees are estimated to be \$100,000 or more, please contact the Economic Development Department at (916) 774-5362 as City Council approval will be required. At time of submittal, please provide a copy of your fee estimate and, if applicable, a copy of the Resolution approved by Council with this completed application.

Payment of all deferred fees will be required prior to final inspection or issuance of a Certificate of Occupancy. To utilize the program, a processing charge of \$953.00 will be collected at the time of permit issuance, along with an associated 3% technology fee, totaling \$981.59. In addition, a supplemental fee totaling the City's pooled interest rate ten year average will be collected prior to final inspection to cover the financing costs of monies deferred.

By completing and signing this form you hereby agree to the program requirements, processing charge and supplemental fee, as outlined above and in Roseville Municipal Code Section 4.04.

Project Information

Address: 350 CONFERENCE CENTER DRIVE

Specific Plan Area: HIGHLAND RESERVE SOUTH Lot # and APN: #6 363-480-006-000

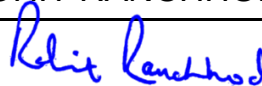
Property Owner/Builder Information

Builder: ROSEVILLE JUNCTION LLC

Mailing Address: 9500 AQUAFINA COURT, ELK GROVE, CA.95624

Contact Person: ROHIT RANCHHOD

Phone Number: 916-761-5602

Owner Signature: 

Email: ROHIT@HOSPITALITYMGNT.COM



6 3D VIEW - BIRDEYE VIEW - ENTRY 2
1/2" = 1'-0"



4 3D VIEW - BIRDEYE VIEW - ENTRY 1
1/2" = 1'-0"



2 3D Entry 1 Perspective
1/2" = 1'-0"



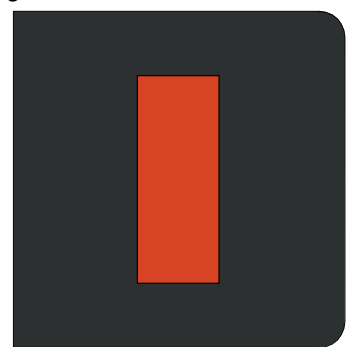
5 3D View - From turnabout
1/2" = 1'-0"



3 3D VIEW - ENTRY 2
1/2" = 1'-0"



1 3D VIEW - ENTRY 1
1/2" = 1'-0"



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Architect

GEOFFREY B. LIM
AIA, NCARB, LEED AP

Plans, maps, specifications, studies, and reports not
containing a seal signed and accompanied by an original
signature of the licensed professional may have been
falsely altered and shall not be considered an original
copy. All information shall be deemed false and void
by the professional whose signature appears below.

Engineering Consultant:

Stamp:



G. Lim

Project Owner:



LRE
& CO

4302 Redwood Hwy, Suite 200
San Rafael, CA 94903

NEW CONSTRUCTION

Project
**ROSEVILLE JUNCTION BEER GARDEN
CONTAINER PARK**
PARCEL 6, ROSEVILLE JUNCTION
350 CONFERENCE CENTER DRIVE
ROSEVILLE, CA

Issue For:
PERMIT

Issue Date:
07/31/2023

Revisions:

NO.	REASON	DATE
1	ISSUED FOR PERMIT	10-20-23

COMMENTS

Principal in Charge:
JC

Project Manager:
DS

Drawn By:

Project
202-001-22

Sheet
EXTERIOR 3D VIEWS

Sheet
A4.1

Page 600 of 753

Title:	Roseville Municipal Code Updates - Zoning and Subdivision Ordinance
Contact:	Eric Singer 916-774-5536 ejsinger@roseville.ca.us

SUMMARY

Staff recommends the City Council introduce for first reading an Ordinance amending Chapters 19.08, 19.10, 19.12, 19.14, 19.22, 19.26, 19.28, 19.33, 19.60, 19.76, and 19.82 of the Roseville Municipal Code regarding Commercial, Residential, and Industrial Zones, Use Type Classifications, Accessory Uses, Parking Requirements, Density Bonus Regulations, Accessory Dwelling Units, Permit Requirements, and Major Project Permit Processing; introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps; and adopt a resolution affirming the City's ministerial process for the approval of affordable housing projects.

RECOMMENDATION

At the May 8, 2025 Planning Commission hearing, the Planning Commission recommended that the City Council take the following action on the Zoning Ordinance:

1. Introduce for first reading an Ordinance amending Chapters 19.08, 19.10, 19.12, 19.14, 19.22, 19.26, 19.28, 19.33, 19.60, 19.76, and 19.82 of the Roseville Municipal Code regarding Commercial, Residential, and Industrial Zones, Use Type Classifications, Accessory Uses, Parking Requirements, Density Bonus Regulations, Accessory Dwelling Units, Permit Requirements, and Major Project Permit Processing.

At the May 8, 2025 Planning Commission hearing, the Planning Commission reviewed the Ordinance Amendments to Title 18 of the Roseville Municipal Code. Staff recommends the City Council take the following action:

1. Introduce for first reading an Ordinance amending Chapter 18.05 of the Roseville Municipal Code regarding Ministerial Multifamily Maps.

In response to a request by the California Department of Housing and Community Development, staff recommends the City Council take the following action:

1. Adopt a resolution affirming the City's ministerial process for the approval of affordable housing projects.

BACKGROUND

Each year, staff reviews the Zoning Ordinance to identify needed maintenance updates, including updates needed in response to legislation. The proposed updates identified for this annual update are relatively

minor and consist of the below changes. A more detailed description of each change is contained within the Planning Commission staff report, included as Attachment 1.

- **Section 19.08.090 and Section 19.14.020 (Commercial Use Types and Industrial Zone Permitted Use Types):** This update creates a definition for “microbreweries” and includes them as permitted use within all industrial zones. This update also modifies the definition of Amusement Center and Personal Services for consistency and clarity.
- **Section 19.10.020 and Section 19.12.020 (Residential Zone and Commercial Zone Permitted Use Types):** Pursuant to AB 1801, this update limits administrative and/or office square footage in supportive housing facilities. This update also adds veterinary clinics as allowed within the Regional Commercial zone district with approval of a Conditional Use Permit.
- **Section 19.22.020 (Accessory Uses):** This update creates specific regulations around the use and operation of Personal On-Demand (POD) storage containers located in residential zones.
- **Section 19.22.030 (Permitted Accessory Structures to Dwelling Use Type):** This update adds shipping containers to the list of prohibited accessory structures in all residential zones as they are not ordinarily and customarily associated with residential uses.
- **Section 19.26.030 (Parking Space Requirements by Use Type):** This update allows for the Planning Manager to be the approving authority for parking reduction requests for Eating and Drinking Establishments, provided the reduction is less than 15% of the total parking for the property in which the establishment is located. Any reduction request of 15% or more shall still require the approval of the Planning Commission.
- **Chapter 19.28 (Residential Density Bonus):** Pursuant to AB 2694 and AB 3116, this update makes various changes related to density bonus, all of which are minor changes and are not expected to impact the City.
- **Chapter 19.33 (Commercial Corridor Specific Plans):** This amendment is proposed to satisfy a request of the California Department of Housing and Community Development (HCD) to increase the minimum density on multi-family zoned sites within the Commercial Corridor Plans to 20 units per acre, with some exceptions. This request was a result of HCD's final review of the City's Housing Element Rezone Program. In addition to the amendment to Chapter 19.33, HCD also requested the City adopt a resolution reaffirming the City's ministerial process to approve affordable housing developments. This resolution is included with this Council Communication.
- **Chapter 19.60.060 (Accessory Dwelling Units):** Pursuant to SB 1211, this update eliminates replacement parking requirements for ADUs, and increases the number of allowable ADUs on existing multi-family sites under certain circumstances.
- **Section 19.76.210 and Section 19.82.030 (Extension and Procedure):** This update allows for the Planning Manager to be the approving authority for a Major Project Permit Extension.
- **Section 19.76.050 (Application Processing Procedures):** This update requires that all applicants for projects that are subject to a public hearing must post a project notification on-site to the satisfaction of the Planning Division before the application may be deemed “complete”.

The following updates to the Subdivision Ordinance are listed below. A more detailed description can be found in the Planning Commission staff report, included as Attachment 1.

Chapter 18.05 (Tentative Map Applications – Ministerial): Pursuant to SB 1123, this update includes

changes to the ministerial 10-lot multifamily map process adopted in 2024, which allowed for ministerial approval of up to 10 lots on specific properties within a multifamily zone district (the City's R3 zone district). The changes include increasing the number of eligible sites to now include certain single-family zoned parcels, and clarifying certain criteria within the section regarding height limits and minimum densities. Despite the revised eligibility criteria, the majority of both multi- and single-family zoned parcels in the City do not meet these minimum requirements and it is expected that only a small number of infill properties would be eligible for this process.

FISCAL IMPACT

The proposed ordinance amendments will have no impact on the City's General Fund.

ENVIRONMENTAL REVIEW

The proposed Zoning Ordinance and Subdivision Ordinance amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

4. Invest in well-planned infrastructure and growth

Respectfully Submitted,
Eric Singer, Associate Planner

Mike Isom, Development Services Director

ATTACHMENTS:

1. Attachment 1 Planning Commission Staff Report
2. Ordinance RMC Chapter 18 Amendments
3. Ordinance RMC Chapter 19 Amendments
4. Resolution 25-187

REVIEWERS:

Eric Singer, Development Services - Planning	Created/Initiated - 5/13/2025
Greg Bitter, Development Services Department	Approved - 5/14/2025
Mike Isom, Development Services Department	Approved - 5/14/2025
Gretchen Hakala, City Attorney Department	Approved - 5/23/2025
Katrina Six, City Clerk Department	Approved - 5/23/2025
Ryan DeVore, City Clerk Department	Approved - 5/27/2025
Dennis Kauffman, City Manager Department - Assistant City Manager	Approved - 5/27/2025
Michelle Sheidenberger, City Attorney Department	Approved - 5/27/2025
Dominick Casey, City Clerk Department	Approved - 5/27/2025
Katrina Six, City Clerk Department	Final Approval - 5/27/2025

**ITEM 6.2: **ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE
LEGISLATIVE UPDATE 2025 – PL25-0221****

REQUEST

The request is a city-initiated update to Title 18 (Subdivision Ordinance) and Title 19 (Zoning Ordinance) of the Roseville Municipal Code (RMC) in response to state legislation passed in 2024 and to make minor corrections and maintenance updates. The request includes amendments to the following Zoning Ordinance sections: Section 19.08.090 (Commercial Use Types) to add a definition for microbreweries, update language from “coin-operated” to “pay-for-play” within the definition for amusement center, add permanent make-up/microblading to the types of uses categorized as Personal Services, and to include brewpubs as a type of convenience and full service eating establishment; Section 19.10.020 (Residential Zone Permitted Use Types) and Section 19.12.020 (Commercial Zone Permitted Use Types) to add footnotes specifying that administrative and office space not exceed 25% of the total floor area for supportive housing per changes to state law, and to add veterinary clinics as allowed with a Conditional Use Permit in the Regional Commercial zone district; Section 19.14.020 (Industrial Zone Permitted Use Types) to add microbreweries as an allowed use by right in all Industrial zones; Section 19.22.020 (Accessory Uses) to create specific regulations for the use and operation of portable on-demand (POD) storage containers within Residential zones; Section 19.22.030 (Permitted Accessory Structures to Dwelling Use Type) to add shipping containers as an accessory structure that is prohibited in Residential zones; Section 19.26.030 (Parking Space Requirements by Use Type) to allow parking reductions for eating and drinking establishments to be approved administratively; Chapter 19.28 (Residential Density Bonus) to incorporate changes to residential density bonuses per changes to state law; Chapter 19.33 (Commercial Corridor Specific Plans) to require a minimum density of 20 units/acre for multifamily uses in the Commercial Corridor Specific Plan Areas; Sections 19.60.060 (Accessory Dwelling Units) to specify that replacement parking is not required for ADUs if an uncovered parking space is demolished and that multifamily sites may have up to eight detached Accessory Dwelling units per changes to state law; Section 19.76.210 (Extension); Section 19.76.050 (Application Processing Procedures) to require all projects subject to public hearing post a project notification on-site; and Section 19.82.030 (Procedure) to allow Major Project Permit Extensions to be approved administratively. The project also includes amendments to the following Subdivision Ordinance sections: Chapter 18.05 (Tentative Map Applications – Ministerial) to further revise the Ministerial Maps eligibility criteria to include certain single-family zones. The amendments to the Subdivision Ordinance are to reflect changes in state law (Senate Bill 1123 of 2024).

Applicant – City of Roseville

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Consider the two (2) findings of fact and recommend City Council approve the Ordinance Amendment to Title 19 of the Roseville Municipal Code.
2. Review and comment on the Ordinance Amendment to Title 18 of the Roseville Municipal Code.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request.

BACKGROUND

Each year, staff reviews the Zoning Ordinance to identify needed maintenance updates, including updates needed in response to legislation. The proposed updates identified for this annual update are relatively minor, and consist of the following changes (see Exhibit A and Exhibit B):

- **Section 19.08.090 and Section 19.14.020 (Commercial Use Types and Industrial Zone Permitted Use Types):** This update creates a definition for “microbreweries” that specifies a microbrewery produce less than 15,000 barrels of beer per year and sells at least 75% of its production off-site. This definition is from the Brewer’s Association and is also consistent with the definition used by other adjacent jurisdictions. Microbreweries are included in this update as a permitted use within all industrial zones. This update also modifies the definition of amusement center to use the words “pay-for-play” instead of the outdated phrase “coin-operated.” Additionally, this update adds permanent make-up/microblading as a category under the Personal Services use type, because this has become a common service offered by salons and there was a need for clarity in the Ordinance.
- **Section 19.10.020 and Section 19.12.020 (Residential Zone and Commercial Zone Permitted Use Types):** Pursuant to AB 1801, this update adds a footnote specifying that administrative and/or office space cannot occupy more than 25% of the total floor area of a supportive housing facility. This update also adds veterinary clinics as allowed within the Regional Commercial zone district with approval of a Conditional Use Permit. This is to create consistency within the use table as similar uses such as kennels are allowed with a Conditional Use Permit in the Regional Commercial zone.
- **Section 19.22.020 (Accessory Uses):** As a result of their increasing popularity, the Planning Division has received numerous inquiries from residents regarding operating standards for portable on-demand (POD) storage containers. This update creates specific regulations around the use and operation of POD storage containers located in residential zones, including allowable location(s) on a property, time limits, and condition and quality of the containers. Both the City and County of Sacramento have similar operational standards in their Zoning Ordinances.
- **Section 19.22.030 (Permitted Accessory Structures to Dwelling Use Type):** In recent years, the Planning Division has received applications requesting the use of shipping containers as accessory structures on residential property as well as complaints from residents regarding their use on neighboring properties. As shipping containers are not ordinarily and customarily associated with residential uses, this update adds them to the list of prohibited accessory structures in all residential zones.
- **Section 19.26.030 (Parking Space Requirements by Use Type):** This update allows for the Planning Manager to be the approving authority for parking reduction requests for Eating and Drinking Establishments, provided the reduction is less than 15% of the total parking for the property in which the establishment is located. Any reduction request of 15% or more shall still require the approval of the Planning Commission. The Planning Division is proposing this change due to the infrequent and low impact nature of this type of parking reduction, while also establishing a threshold that would necessitate a higher level of review.
- **Chapter 19.28 (Residential Density Bonus):** Pursuant to AB 2694 and AB 3116, updates to the Density Bonus section include the following: elder care facilities can now qualify for a density bonus; student housing must be exclusive to actively enrolled students to be eligible for a density bonus; an applicant may receive two incentives or concessions if at least 23% of units are for

lower income students in a student housing development; new density bonus percentages specific to student housing; and one bedroom student housing units no longer require any parking.

- **Chapter 19.33 (Commercial Corridor Specific Plans):** An amendment to this section is proposed to satisfy a request of the California Department of Housing and Community Development (HCD). As adopted, the Specific Plans do not specify a density for multifamily housing, allowing that to be determined by market demands and the requirements of the development and design standards of the plans. HCD is concerned that since the minimum density of the HDR land use is 13 units/acre, this could result in underbuilding of sites. Staff analysis of market conditions suggests it is extremely unlikely a commercial property would be redeveloped with a 13 unit/acre project (it is unlikely to be financially viable) and this outcome was not anticipated in the planning of the Commercial Corridors. However, to assuage this concern staff is recommending a footnote be added to the permitted use tables for each of the Corridor Plans specifying that multifamily uses in the Commercial Corridor Specific Plan Areas must have a minimum density of 20 units per acre, with the exception of parcels $\frac{1}{2}$ -acre or less in size with an existing single-family structure built before 2025. The exception is provided to protect the future intensification options for the handful of small sites zoned multifamily that already have a single-family home, where meeting a density of 20 units per acre would likely require demolition of the existing home or would otherwise involve cost-prohibitive improvements.
- **Chapter 19.60.060 (Accessory Dwelling Units):** Pursuant to SB 1211, this update specifies that replacement parking is not required if construction of an ADU demolishes a required parking space, and that a multifamily site may have up to eight detached ADUs if there are a minimum of eight existing multifamily units on the site. If there are fewer than eight multifamily units, the number of ADUs shall not exceed the number of existing multifamily units on a site. On a site with a proposed multifamily dwelling, only two new ADUs would be allowed.
- **Section 19.76.210 and Section 19.82.030 (Extension and Procedure):** This update allows for the Planning Manager to be the approving authority for a Major Project Permit Extension.
- **Section 19.76.050 (Application Processing Procedures):** This update requires that all applicants for projects that are subject to a public hearing must post a project notification on-site to the satisfaction of the Planning Division before the application may be deemed “complete”. Minimum criteria are provided in the update, including the allowable size and location(s) of the sign(s), as well as project and contact information that must be displayed.
- **Chapter 18.05 (Tentative Map Applications – Ministerial):** Pursuant to SB 1123, this update includes changes to the ministerial multifamily map process that was introduced in SB 684 in 2023, which allowed for ministerial approval of up to 10 lots on specific properties within a multifamily zone district (the City’s R3 zone district). The changes include the following:
 - A lower height limitation may not be imposed than already exists in the underlying zone district;
 - Existing homes may not be split onto separate parcels;
 - Minimum density requirements are reduced to 66% of the maximum allowed density, or 66% of the Housing Element default density if located within the Housing Element inventory, where previously it required meeting the maximum density;
 - Adds vacant single-family zoned parcels to the list of qualifying lands, provided it meets the following criteria:
 - Cannot be greater than 1.5 acres in size

- Cannot be considered vacant if it had occupied housing on it anytime within the last five years
- Newly created lots cannot be smaller than 1,200 square feet

Despite the revised eligibility criteria, the majority of both multi- and single-family zoned parcels in the City do not meet these minimum requirements and it is expected that only a small number of infill properties would be eligible for this process.

EVALUATION

Section 19.86.050 of the City of Roseville Zoning Ordinance requires two findings be made in order to approve a zoning ordinance amendment. The two findings are listed below in ***italicized, bold*** text and are followed by an evaluation of the project in relation to the findings. There is no advisory body for Title 18, so staff is requesting the Planning Commission review and comment on changes to Title 18 and will pass those comments on to City Council.

- 1. The project is consistent with the public interest, health, safety, or welfare of the City.***
- 2. The project is consistent with the General Plan and any applicable specific plan of the City of Roseville.***

The proposed changes to the Zoning Ordinance are to bring the City's regulations into consistency with enacted state law and to make other needed maintenance updates. Annual maintenance updates ensure a clear set of regulations for both the public and for City staff. For these reasons, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable Specific Plans.

The proposed changes to the Subdivision Ordinance are to bring the City's regulations into conformance with enacted state law. Senate Bill 1123 will come into effect on July 1, 2025 and the City will be required to comply with the resultant changes to the Government Code. Modifying the City's ordinances for consistency with these state laws establishes a clear set of regulations for both the public and for City staff. For these reasons, staff finds that the project is consistent with the public interest, health, safety, or welfare of the City and that the project is consistent with the General Plan and applicable specific plans.

PUBLIC OUTREACH

Staff discussed the proposed amendments at the Roseville Coalition of Neighborhood Associations (RCONA) General Board meeting of February 20, 2025. RCONA Board members asked questions regarding the ministerial mapping process changes and the changes to the Accessory Dwelling Unit section, expressing concerns over the continued push for increased housing densities. To date, no additional comments or concerns have been received.

Consistent with noticing requirements for a citywide project a public hearing notice was published in the Press Tribune and was posted on the RCONA website.

ENVIRONMENTAL DETERMINATION

The proposed Zoning Ordinance and Subdivision Ordinance amendments are policy and procedure-making activities, and the California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

- A. Consider the findings of fact as stated in the staff report and recommend City Council approve the **Title 19 ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE LEGISLATIVE UPDATE 2025 – PL25-0221.**
- B. Review and comment on the **Title 18 ORDINANCE AMENDMENT – CITYWIDE – ZONING AND SUBDIVISION ORDINANCE LEGISLATIVE UPDATE 2025 – PL25-0221.**

Exhibits*

- A. Zoning Ordinance Redlines (RMC 19.08, 19.10, 19.12, 19.14, 19.22, 19.26, 19.28, 19.33, 19.60, 19.76 and 19.82)
- B. Subdivision Ordinance Redlines (RMC 18.05)

Note to Applicant and/or Developer: Please contact the Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

***NOTE: Exhibits A and B to the Planning Commission staff report are not included as the Planning Commission had no additional edits. They are now included as Exhibits A and B to the City Council staff report.**

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER
18.05 REGARDING TENTATIVE MAP APPLICATIONS - MINISTERIAL

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment “A”.

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

ATTACHMENT "A"

Title 18. Subdivisions

Chapter 18.05. TENTATIVE MAP APPLICATIONS-MINISTERIAL

§ 18.05.010. Tentative map required.

A tentative map shall be required wherever a final map or parcel map is required by the Subdivision Map Act, unless specifically waived by the provisions of this title or the Subdivision Map Act. (Ord. 2747 § 1, 1993; Ord. 6477 § 4, 2022; Ord. 6828, 6/19/2024)

§ 18.05.020. Application required.

Whenever a tentative map is required, the subdivider shall submit to the director a complete tentative map application to be processed in accordance with the provisions of this chapter and title. An application shall be processed pursuant to Chapter **18.06** unless consistent with one of the following:

- A. Ministerial Affordable Housing Map. It is a parcel map associated with a residential multi-unit (three or more units) or mixed-use housing project that provides a minimum of 20 percent of the units as affordable units for low, very low or extremely low income households and where the applicant agrees to enter into an affordable housing agreement prior to recordation of the parcel map (hereinafter affordable housing project),
- B. Ministerial Two-Lot Single-Family Map. The application meets the following qualifying criteria for a ministerial two-lot parcel map:
 - 1. The parcel is located within a single-family residential zone, which are the city's single-family residential (R1) and small lot residential (RS) zones.
 - 2. The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.
 - 3. Both newly-created parcels are a minimum of 1,200 square feet.
 - 4. The parcel being subdivided has not been established through prior exercise of a parcel map pursuant to this section, nor has the owner or any person acting in concert with the owner previously subdivided an adjacent parcel pursuant to this section.
 - 5. The proposed parcel map would not require demolition or alteration of any of the following types of housing:
 - a. Housing subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - b. Housing which has been occupied by a tenant anytime within the last three years.

- c. Housing subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - d. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under **Government Code** Chapter 12.75 (commencing with Section 7060) of Division 7 of Title **1**, as may be amended from time to time, to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.
6. The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the **Public Resources Code**, as may be amended from time to time, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.
7. The parcel is not located on a site that is or contains any of the following, pursuant to **Government Code** subparagraphs (B) to (K), as may be amended from time to time, inclusive, of paragraph (6) of subdivision (a) of Section 65913.4, as may be amended from time to time:
- a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.
 - b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as may be amended from time to time, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the **Public Resources Code**, as may be amended from time to time. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179 of the **Government Code**, as may be amended from time to time, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - d. A hazardous waste site that is listed pursuant to Government Code Section 65962.5, as may be amended from time to time, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the **Health and Safety Code**, as may be amended from time to time, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
 - e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the **Health and Safety Code**, as may be amended from time to time), and by any local building department under **Government Code** Chapter 12.2 (commencing with Section 8875) of Division 1 of Title **2**, as may be amended from time to time.

- f. Within a special flood hazard area subject to inundation by the one percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:
 - i. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.
 - ii. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations, as may be amended from time to time.
 - g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations, as may be amended from time to time. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.
 - h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the **Fish and Game Code**, as may be amended from time to time), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), or other adopted natural resource protection plan.
 - i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the **Fish and Game Code**, as may be amended from time to time), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code, as may be amended from time to time).
 - j. Lands under conservation easement.
 - C. Ministerial Multifamily Map. The application is for a ministerial map of 10 or fewer parcels resulting in 10 or fewer residential units and meets all of the following qualifying criteria:
 1. [The parcel is one of the following:](#)
 - a. The parcel is a legal lot located within the city's multi-family residential (R3) zone [and meets the following criteria:](#)

- i. The parcel is no greater than five acres.
 - ii. The proposed parcels are no smaller than 600 square feet.
 - b. The parcel is a vacant legal lot, as defined by Government Code Section 66499.41(a)(2)(A)(ii), as may be amended from time to time, located within the City's single-family residential (R1/RS) zone and meets the following criteria:
 - i. The parcel is no greater than 1.5 acres
 - ii. The proposed parcels are no smaller than 1,200 square feet.
2. The parcel being subdivided has not been established through prior exercise of a map pursuant to Chapter **18.05**.
 3. The parcel is substantially surrounded by urban uses. As defined in paragraph (2) of subdivision (a) of Section 21159.25 of the Public Resources Code, as may be amended from time to time, substantially surrounded means at least 75 percent of the perimeter of the project site adjoins or is separated only by an improved public right-of-way from any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. The remaining 25 percent of the perimeter of the project must adjoin or be separated only by an improved public right-of-way from parcels that have been designated for any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses, by the Zoning Ordinance, a specific plan/community plan, or the General Plan.
 4. The project shall result in at least ~~as many~~66 percent of the maximum allowable units as projected for that parcel in the General Plan Housing Element and shall also provide at least as many low or very low income units identified in the General Plan Housing Element for the parcel (subject to a recorded affordability restriction of at least 45 years). If the parcel is not identified in the General Plan Housing Element, the project shall result in at least ~~as many~~66 percent of ~~units as~~ the maximum allowable residential density.
 5. The average total area of floorspace for the proposed housing units on the lot proposed to be subdivided does not exceed 1,750 net habitable square feet. Habitable space is defined by the California Building Code, as may be amended from time to time, as a space in a building for living, sleeping, eating, or cooking (bathrooms, toilet rooms, closets, halls, storage, or utility spaces and similar areas are not included in net habitable space).
 6. Any parcels proposed to be created pursuant to this section will be served by a public water system and a municipal sewer system.
 7. The proposed project would not require demolition or alteration of any of the following types of housing:
 - a. Housing subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - b. Housing which has been occupied by a tenant anytime within the last five years.
 - c. Housing subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - d. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under **Government Code** Chapter 12.75 (commencing with Section 7060) of Division 7 of Title **1**, as may be amended from time to time, to withdraw

accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

8. The parcel is not located on a site that is or contains any of the following, pursuant to **Government Code** subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4, as may be amended from time to time:
 - a. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.
 - b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - c. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, as may be amended from time to time, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the **Public Resources Code**, as may be amended from time to time. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179 of the **Government Code**, as may be amended from time to time, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - d. A hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, as may be amended from time to time, unless:
 - i. The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the **Health and Safety Code**, as may be amended from time to time, based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses.
 - ii. The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the **Health and Safety Code**, as may be amended from time to time, has otherwise determined that the site is suitable for residential use or residential mixed uses.
 - e. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the **Health and Safety Code**, as may be amended from time to time), and by any local building department under **Government Code** Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2, as may be amended from time to time.

- f. Within a special flood hazard area subject to inundation by the one percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met:
 - i. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.
 - ii. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations, as may be amended from time to time.
 - g. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations, as may be amended from time to time. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.
 - h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the **Fish and Game Code**, as may be amended from time to time), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), or other adopted natural resource protection plan.
 - i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 et seq., as may be amended from time to time), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the **Fish and Game Code**, as may be amended from time to time), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code, as may be amended from time to time).
 - j. Lands under conservation easement.
9. The housing units on the lot proposed to be subdivided are to be constructed on fee simple ownership lots, as part of a common interest development, as part of a housing cooperative, or are to be owned by a community land trust, consistent with **Government Code** 66499.41(a) (4), as may be amended from time to time.

10. The proposed subdivision conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410, as may be amended from time to time)), except as otherwise expressly provided in this section, and the project conforms to Government Code Section 65852.28, as may be amended from time to time.

~~10.~~11. The proposed subdivision will not result in any existing dwelling unit being alienable separate from the title to any other existing dwelling unit on the lot.

ORDINANCE NO. _____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 19.08.090,
19.10.020, 19.12.020, 19.14.020, 19.22.020, 19.22.030, 19.26.030, 19.28.040, 19.28.060, 19.28.085,
19.33.030, 19.60.060, 19.60.070, 19.76.050, 19.76.210, AND 19.82.030 REGARDING ZONING OF
THE ROSEVILLE MUNICIPAL CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The section of the Roseville Municipal Code listed above is hereby amended to read as shown on Attachment “A”.

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

ATTACHMENT "A"

Title 19. Zoning

Article II. Regulations for the Principal and Special Purpose Zones

Chapter 19.08. USE TYPE CLASSIFICATIONS

§ 19.08.090. Commercial use types.

Commercial use types include the distribution, sale and rental of goods, and the provision of services other than those classified as civic or industrial use types. Specific commercial use types referred to in this title are:

- A. **Adult-oriented businesses**, include those uses specifically referred to in Chapters **9.11** and **19.32** of this Code and include any adult arcade, adult bookstore, adult cabaret, adult hotel/motel, adult motion picture theater, adult theater or modeling studio defined therein. Any reference in this Code to "adult business establishment" shall mean adult-oriented business, as provided herein.
- B. **Animal sales and services**, includes establishments primarily engaged in animal-related sales and services. The following are animal sales and services use types:
 - 1. **Grooming and pet stores**, includes grooming or selling of dogs, cats, and similar small animals with limited indoor boarding. Typical uses include dog bathing and clipping salons, pet grooming shops, and pet stores.
 - 2. **Kennels**, includes indoor and outdoor kennel services for dogs, cats, and similar small animals. Typical uses include boarding kennels, pet hotels, and dog training centers.
 - 3. **Veterinary clinic**, includes a fully enclosed veterinary facility containing only enough cage arrangements as necessary to provide services for small animals requiring acute medical or surgical care, as well as boarding and grooming.
 - 4. **Veterinary hospital**, includes a veterinary facility conducted in an enclosed building and an outdoor space which provides long-term medical care, boarding and grooming.
- C. **Automotive and equipment**, includes establishments primarily engaged in automotive-related or heavy equipment sales or services. The following are automotive and equipment use types:
 - 1. **Automotive body and equipment repair**, includes automobile body repair and painting; repair of equipment such as aircraft, boats, recreational vehicles, and trucks; and the installation and servicing of tractor-trailer, semi-trucks and heavy construction equipment.
 - 2. **Automotive rentals**, includes rental from the premises of automobiles, light trucks, and recreational vehicles. Typical uses include car rental agencies.
 - 3. **Automotive repairs**, includes repair of automobiles and the sale, installation, and servicing of automobile equipment and parts completely within an enclosed building, but excluding body repair and painting. Typical uses include muffler shops, automobile repair garages, automobile glass shops, and minor services including oil change, tuneup/lube shops, tire installation, and stereo and car accessory installation.
 - 4. **Automotive sales**, includes the sale, retail or wholesale, of automobiles, light trucks, boats, recreational vehicles, motorcycles, motor homes, and trailers together with associated

- enclosed repair services and parts sales, but excluding body repair and painting. Typical uses include automobile dealers and recreational vehicle sales agencies.
5. **Car wash and detailing**, includes washing and polishing of automobiles. Typical uses include automobile detailing services and car washes.
 6. **Commercial parking**, includes parking of operable motor vehicles on a temporary basis within a privately owned off-street parking area with or without a fee. Typical uses include commercial parking lots and garages.
 7. **Heavy equipment rental and sales**, includes rental and sales of heavy equipment such as aircraft, trucks, tractor-trailer, semi-trucks and heavy construction equipment.
 8. **Fuel sales**, includes establishments primarily engaged in the retail sale, from the premises, of petroleum, natural gas, or other fuel products (not including hydrogen, separately defined) primarily for use by individual vehicles with the incidental sale of tires, batteries, and replacement items, lubricating services, or minor repair services and may include drive through car washes, convenience eating places and neighborhood commercial. Typical uses include automobile service stations, filling stations and neighborhood commercial uses with gas sales.
 9. **Electric vehicle charging center**, includes establishments primarily engaged in the provision, from the premises, of charging for electric vehicles, with the incidental sale of tires, batteries, and replacement items, lubricating services, or minor repair services and may include drive through car washes, convenience eating places and neighborhood commercial. This definition does not include accessory use electric vehicle charging stations, which are individual electric vehicle charging stations located in parking lots on parcels which support residential, commercial, or employment uses as the primary use, and are principally permitted as an accessory use pursuant to Chapter 19.22.
 10. **Hydrogen fuel sales**, includes establishments primarily engaged in the provision, from the premises, of hydrogen fuel primarily for use by individual vehicles, with the incidental sale of replacement items, lubricating services, or minor repair services and may include drive-through car washes, convenience eating places and neighborhood commercial uses.
- D. **Banks and financial services**, includes financial institutions including banks and trust companies; lending and thrift institutions, credit agencies; brokers and dealers in securities and commodity contracts; security and commodity exchanges; holding (but not predominantly operating) companies; and other investment companies; vehicle finance leasing agencies. Automated teller machines (ATMs) located away from banks are included under the definition of "personal services."
- E. **Bars and drinking places**, includes establishments within a building where alcoholic beverages are sold for on-site consumption, that are not part of a restaurant. Includes bars, taverns, pubs, brew pubs, wine bars and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Dance floors are not permitted.
- F. **Broadcasting and recording studios**, includes commercial and public communications uses including telegraph, telephone, radio and television broadcasting and receiving stations and studios, and television production and sound recording studios, with facilities entirely within buildings. Private transmission and receiving apparatus, such as towers, reflectors and antennas are included under the definition of "antennas, communications facilities."
- G. **Building material stores**, includes retail establishments selling lumber (which may include the cutting of precut lumber) and other large building materials, and also including paint, wallpaper, glass, fixtures, nursery stock, lawn and garden supplies (which may also be sold in hardware stores, included under the definition of "retail sales and services"). Includes all such stores selling to the general public, even if contractor sales account for a larger proportion of total sales.

- H. **Business support services**, includes establishments within buildings, providing other businesses with services including maintenance, repair and service, testing, rental, etc., also includes:
1. Blueprinting;
 2. Business equipment repair services (except vehicle repair, see "Automotive repair");
 3. Commercial art and design (production);
 4. Computer-related services (rental, repair, maintenance);
 5. Equipment rental businesses within buildings;
 6. Film processing laboratories;
 7. Mail advertising services (reproduction and shipping);
 8. Outdoor advertising services;
 9. Photocopying; and
 10. Photo-finishing.
- I. **Commercial recreation**, includes establishments primarily engaged in the provision of sports, entertainment, or recreation for participants or spectators. The following are commercial recreation use types:
1. **Amusement center**, includes public places of amusement or public places of business in which four or more ~~coin-operated~~ [pay-for-play](#) amusement devices are installed and includes any place open to the public, whether or not the primary use of the premises is devoted to the operation of such devices.
 2. **Indoor entertainment**, includes predominantly spectator uses conducted within an enclosed building, excluding uses classified under adult oriented businesses. (See Chapter **19.32.**) Typical uses include motion picture theaters, and live theater.
 3. **Indoor sports and recreation**, includes predominantly participant sports and health activities conducted within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice and roller skating rinks, indoor racquetball courts, soccer arenas, athletic clubs, and health clubs.
 4. **Outdoor entertainment**, includes predominantly spectator uses conducted in open or partially enclosed or screened facilities. Typical uses include outdoor amphitheaters, concert halls and sports arenas, BMX tracks, racing facilities, drive in theaters, and zoos.
 5. **Outdoor sports and recreation**, includes predominantly participant sports conducted in open or partially enclosed or screened facilities. Typical uses include amusement parks, driving ranges, miniature golf courses, golf courses, swimming pools, and tennis courts.
 6. **Residential recreation facilities**, includes predominantly participant sports which are normally associated with a country club, or private residential community. Typical uses include country clubs, racquet clubs, golf courses, swimming pools, tennis courts, and other secondary uses including restaurants, and retail sales.
 7. **Large amusement complexes**, includes a theme park or similar complex open to the public which exceeds 100,000 square feet and which:
 - a. Includes outdoor amusement attractions such as mechanized or carnival-type rides or water slides; and
 - b. Meets any two of the following three criteria:

- i. The complex has a maximum daily capacity of more than 500 users per day,
 - ii. The complex is required to provide off-street parking for more than 200 vehicles, or
 - iii. The complex operates during any part of the year during the hours after 6:00 p.m. This does not apply to publicly owned or operated parks or facilities.
- J. **Community care facility**, includes any facility serving as a residence where non-medical care is provided on a 24-hour basis with central or private kitchen facilities, dining, recreational and other facilities. Typical uses include assisted living facilities and facilities licensed by the State Department of Social Services. Does not include long-term care facilities.
- K. **Day care centers**, includes commercial or non-profit facilities that provide care, protection and supervision of 13 or more minor children or adults in need of assistance for periods of less than 24 hours per day, typically while parents or family are working, and/or before or after daily attendance at an elementary school, as defined by Chapter 3.6 of the **Health and Safety Code**, commencing with Section 1597.30 includes preschools
- L. **Eating and drinking establishments**, includes establishments primarily engaged in the sale of prepared food and beverages for on-premises consumption, but excludes those uses classified under "bars and drinking places" and "nightclubs." An eating and drinking establishment that provides amplified live or recorded music and that provides space(s) for dancing or hold public dances under Municipal Code Chapter **9.45** shall be considered a nightclub per subsection **T** of this section. Eating and drinking establishment use types include:
 - 1. **Fast food with drive-through**, includes establishments primarily engaged in the preparation and retail sale of food and beverages at a walk up counter and at a drive through window, and may include seating.
 - 2. **Convenience**, includes establishments primarily engaged in the preparation and retail sale of food and beverages, at a walk up counter and which does not include a drive through or provide for ordering at the tables, if any. Typical uses include pizza parlors, ice cream parlors, ~~and~~ sandwich shops, and brewpubs.
 - 3. **Full service**, includes establishments primarily engaged in the preparation and retail sale of food and beverages, where food is ordered and served at a table, and which may include sales of alcoholic beverages as an accessory or secondary service. Fixed seating or tables and chairs are provided for the seating of each patron or customer at all times. Typical uses include full service restaurants and brewpubs.
- M. **Food and beverage retail sales**, includes establishments primarily engaged in the retail sale of food and beverages for home consumption. Typical uses include groceries, liquor stores, and delicatessens.
- N. **Funeral and interment services**, includes establishments primarily engaged in the provision of services involving the care, preparation, or disposition of human remains other than in cemeteries.
- O. **Lodging services**, includes establishments primarily engaged in the provision of commercial lodging on a less than monthly basis to the general public. Lodging services includes incidental food, drink, and other sales and services intended for the convenience of guests. Typical uses include hotels, motels, and bed-and-breakfasts
- P. **Long-term care facility**, includes an institution or a portion of an institution that is licensed or approved to provide health care under medical supervision for 24 or more consecutive hours as defined by **Health and Safety Code** Section 1267.16, as may be amended from time to time. Typical uses include extended care facilities, intermediate care facilities, skilled nursing facilities, hospices and other facilities licensed by the State Department of Health Services.
- Q. **Maintenance and repair**, includes all uses that provide maintenance and repair services for furniture, appliances and equipment normally used within a building. Typical uses include

sewing machine and appliance repair.

R. Medical services, includes establishments primarily engaged in the provision of personal health services on an outpatient basis ranging from prevention, diagnosis and treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel as well as the provision of medical testing and analysis-services, but excludes uses classified under any civic use type. Medical services use types include:

1. **General**, includes the range of medical services described above. Typical uses include individual medical and dental offices, dental and medical laboratories, health maintenance organizations, substance abuse treatment clinics, immediate care facilities and offices for physical therapists, chiropractors, and acupuncturists.
2. **Low traffic generating**, includes medical services with a low patient frequency or longer than average patient appointment time which creates a lower parking demand. Typical uses include dialysis clinics and imaging services.
3. **Medical campus/medical office building (MOB)**, includes a cluster of buildings or a singular building that provides a range of outpatient services such as medical offices, dental or medical laboratories, imaging, physical therapists, and pharmacy services, with a range of parking demands.

S. Microbrewery, includes any alcoholic beverage manufacturing facility that produces fifteen thousand barrels of beer per year or less on site and sells 75 percent or more of its beer off-site, in accordance with a valid alcohol production license from the state of California, and may include an on-site convenience restaurant (see Section 19.08.090.L) and/or bar that serves its locally crafted beer.

S.T. Neighborhood commercial, includes establishments primarily engaged in the provision of frequently or recurrently needed small personal items or services for residents within a reasonable walking distance. These uses are compatible with residential development due to low traffic and noise generation and include various retail sales and personal services of an appropriate size and scale to meet the above criteria. Typical uses include neighborhood grocery stores, drug stores, beauty salons, and offices, but do not include drive-through restaurants, bars and drinking places, or liquor stores.

T.U. Nightclubs, includes establishments or places of entertainment within a building, open primarily at night, usually but not necessarily serving alcohol, and providing floor space for amplified live or recorded music, or having spaces for "public dances" as per Chapter 9.45 of the Roseville Municipal Code. Fixed seating or chairs are not provided for the seating of each patron or customer. Meals or refreshments may be served and an admission may be charged. Excludes uses classified under this section as commercial use types as "eating or drinking establishments," "commercial recreation," and Chapter 19.32, "Location and Amortization of Adult-Oriented Businesses." Additional requirements are contained in Chapter 19.49.

U.V. Nursery, retail, includes establishments primarily engaged in the sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise. This use type is typically conducted primarily outdoors. The sale of nursery goods, landscaping materials, chips, rocks, sand, soil and merchandise indoors is permitted under retail sales and services.

V.W. Offices, professional, includes professional or government offices including:

1. Accounting, auditing and bookkeeping services;
2. Advertising agencies;
3. Architectural, engineering, interior design, and surveying services;

4. Attorneys;
5. Call and telemarketing centers;
6. Computer software designers;
7. Court reporting services;
8. Data processing and computer services;
9. Detective agencies and similar services;
10. . Secretarial and word processing services;
11. Government offices including agency and administrative office facilities;
12. Insurance agencies;
13. Management, public relations and consulting services;
14. Real estate agencies; and
15. Writers, photographers and artists offices outside the home.

~~W~~.X. Personal services, includes establishments primarily engaged in the prov1s1on of personal improvement or appearance, and similar non-business related or non-professional services, but excludes services classified under other use types. Typical uses include barber shops, beauty salons, tailors, shoe repair shops, massage therapist, tattoo studios, tutoring services, ~~and~~ dry cleaning pick up stations, [and permanent make-up/micro-blading establishments](#).

~~X~~.Y. Retail sales and services, includes establishments primarily engaged in the sale of goods and merchandise, but excludes those classified under animal sales and services, automotive and equipment, business support services, building materials stores, neighborhood commercial, food and beverage retail sales, and gasoline sales. Typical uses include:

1. Auto parts;
2. Bakeries, retail;
3. Bicycle sales;
4. Department stores;
5. Drug and discount stores;
6. Furniture stores;
7. Hardware;
8. Orthopedic supplies;
9. Photography studios;
10. Self-service laundries/dry cleaning stores; and
11. Sporting goods and equipment.

~~Y~~.Z. Specialized education and training, includes private establishments providing training or educational programs. Typical uses include:

1. **Vocational schools**, includes businesses, secretarial schools and vocational schools offering specialized trade and commercial courses and establishments furnishing educational

courses by mail or online. Facilities, institutions and conference centers are included that offer specialized programs in personal growth and development (including fitness, environmental awareness, arts, communications, and management, as examples).

2. **Specialty schools**, includes specialized non-degree granting schools such as: music schools; dramatic schools; language schools; driver education schools; martial arts studios; ballet and other dance studios.

Z.AA. **Storage, personal storage facility**, includes a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces. This use type does not include the outdoor storage of boats, cars, recreational vehicles, or equipment, and does not include the rental of trucks or other equipment. (Also see Chapter 19.54)

Title 19. Zoning

Article II. Regulations for the Principal and Special Purpose Zones

Chapter 19.10. RESIDENTIAL ZONES

§ 19.10.020. Permitted use types.

Primary uses are permitted in residential zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P.";
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "A."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

	R1	RS	R2	R3	RMU
AGRICULTURE AND OPEN SPACE USE TYPE					
Animal Keeping	P	P	P	P	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	CUP	CUP	P	P
Community Services	CUP	CUP	CUP	CUP	P
Essential Services	P	P	P	P	P
Schools, Public/Private Elementary and Secondary	CUP	CUP	CUP	CUP	P
Power Generating Facilities ⁽³⁾					
Emergency	P	P	P	P	P
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units ⁽¹⁾	P	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	A	A	A	P	P
Dwelling ⁽⁵⁾					
Multi-Family	-	-	-	P	P
Single-Family	P	P	P	P	P
Two-Family	-	-	P	P	P
Caretaker/Employee Housing	P	P	P	P	P
Family Day Care Homes, Small	P	P	P	P	P
Family Day Care Homes, Large ⁽²⁾	P	P	P	P	P
Long-Term Care Facility, Small ⁽⁷⁾	P	P	P	P	P

Long-Term Care Facility, Large	A	A	A	A	A
Low-Barrier Navigation Centers ⁽⁸⁾	-	-	-	-	P
Mobile Home Park	CUP	CUP	CUP	CUP	P
Rooming and Boarding House	-	-	-	P	P
Short-Term Rental ⁽⁶⁾	P	P	P	P	P
COMMERCIAL USE TYPES					
Commercial Recreation, Residential Recreation Facilities	CUP	CUP	CUP	CUP	P
Community Care Facility	-	-	-	P	P
Day Care Center	CUP	CUP	CUP	CUP	P
Long-Term Care Facility	-	-	-	CUP	P
Neighborhood Commercial	-	-	-	CUP	P
TRANSPORTATION AND COMMUNICATION USE TYPES					
Telecommunication Facilities ⁽⁴⁾	A/CUP	A/CUP	A/CUP	A/CUP	A/CUP

Notes:

- (1) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (2) See Chapter 19.46 for large family day care home regulations.
- (3) See Chapter 19.55 for power generating facilities requirements.
- (4) See Chapter 19.34 for antennas and communications facilities requirements.
- (5) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP). [For supportive housing the total floor area dedicated to administrative office space shall not exceed 25 percent of the total floor area and must provide the minimum supportive services/service area defined in Government Code Section 65651, as may be amended from time to time.](#)
- (6) Short-term rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional short-term rental requirements.
- (7) A long-term care facility which serves six or fewer persons shall be considered a residential use of the property.
- (8) Low-barrier navigation centers are exempt from a design review permit.

Title 19. Zoning

Article II. Regulations for the Principal and Special Purpose Zones

Chapter 19.12. COMMERCIAL ZONES

§ 19.12.020. Permitted use types.

Primary uses are permitted in commercial zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P";
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "A."

Refer to the Downtown Code for permitted uses within the CBD and HD zones.

COMMERCIAL ZONE DISTRICTS PERMITTED USES							
	BP	NC	CC	GC	HC	RC	CMU
AGRICULTURAL AND OPEN SPACE USE TYPES							
Resource Protection and Restoration	CUP	CUP	CUP	CUP	CUP	CUP	P
Resource Related Recreation	P	P	P	P	P	CUP	P
CIVIC USE TYPES							
Community Assembly	CUP	P	P	P	-	-	P
Community Services	P	CUP	P	P	P	P	P
Essential Services	P	P	P	P	P	P	P
Hospital Services							
General Hospital Services	-	-	CUP	CUP	-	-	P
Psychiatric Hospital Services	-	-	CUP	CUP	-	-	P
Libraries and Museums, Private	-	CUP	P	P	P	P	-
Public Parking Services	P	P	P	P	P	P	P
Schools							
College and University	A	-	P	P	-	P	P
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	-	-	P
Social Services							
Emergency Shelter ⁽⁵⁾	-	-	-	CUP	CUP	-	CUP
Food Distribution ⁽³⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Food Service ⁽⁴⁾	-	-	-	A/CUP	A/CUP	-	A/CUP
Power Generating Facilities ⁽⁹⁾							
Emergency	A	A	A	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P	P	P
RESIDENTIAL USE TYPES							
Accessory Dwelling Units ⁽¹¹⁾	-	P	P	P	P	-	P
Caretaker/Employee Housing	-	CUP	CUP	CUP	CUP	CUP	P
Community Care Facilities, Small	P	P	P	P	-	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	-	CUP	P
Dwelling ⁽¹⁰⁾							
Multi-Family ^(13,14)	-	CUP/A	CUP/A	-	-	P ⁽¹⁵⁾	P

Single-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Two-Family ⁽¹⁴⁾	-	CUP	CUP	CUP	CUP	-	P
Family Day Care Home, Small	P	P	P	P	-	P	P
Family Day Care Home, Large	-	CUP	CUP	CUP	-	-	P
Single Room Occupant	-	-	-	-	-	-	CUP
Low-Barrier Navigation Center	-	-	-	-	-	-	P
	BP	NC	CC	GC	HC	RC	CMU
COMMERCIAL USE TYPES							
Adult-Oriented Businesses ⁽²⁾	-	-	-	P	-	P	P
Animal Sales and Service							
Grooming and Pet Stores	-	P	P	P	-	P	P
Kennels	-	-	-	CUP	CUP	CUP	P
Veterinary Clinic	-	CUP	P	P	-	-CUP	P
Veterinary Hospital	-	-	CUP	CUP	-	-	P
Automotive and Equipment							
Automotive Body and Equipment Repair	-	-	-	CUP	-	CUP	CUP
Automotive Rentals	-	-	-	P	P	P	P
Automotive Repairs	-	-	CUP	P	P	P	P
Automotive Sales	-	-	CUP	P	-	P	P
Car Wash and Detailing	-	-	CUP	P	-	P	P
Commercial Parking	P	-	-	P	P	-	P
Electric Vehicle Charging Center ⁽¹²⁾	P	P	P	P	P	P	P
Fuel Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Hydrogen Fuel Sales	P	P	P	P	P	P	P
Heavy Equipment Rental and Sales	-	-	-	P	-	P	P
Banks and Financial Services	P	P	P	P	-	P	P
Bars and Drinking Places	-	-	P	P	-	P	P
Broadcasting and Recording Studios	P	-	-	P	-	-	P
Building Material Stores	-	-	CUP	P	-	P	P
Business Support Services	P	-	P	P	-	-	P
Commercial Recreation							
Amusement Center	-	CUP	P	P	-	P	P
Indoor Entertainment	-	-	P	P	-	P	P
Indoor Sports and Recreation	-	-	P	P	-	P	P
Large Amusement Complexes	-	-	-	CUP	CUP	P	P
Outdoor Entertainment	-	-	-	CUP	-	CUP	P
Outdoor Sports and Recreation	-	-	-	P	CUP	P	P
Community Care Facility	P	P	P	P	-	-	P
Day Care Center	P	P	P	P	-	P	P
Eating and Drinking Establishments							
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	P/CUP	P/CUP	P/CUP
Convenience	P	P	P	P	P	P	P
Full Service	P	P	P	P	P	P	P
Food and Beverage Retail Sales	-	-	P	P	-	-	P
Funeral and Interment Services	-	-	P	P	-	-	P
Lodging Services	-	-	P	P	P	P	P
Long-Term Care Facility	CUP	CUP	P	P	-	-	P
Maintenance and Repair	-	P	P	P	-	-	P
Medical Services, General	P	P	P	P	P	P	P
Neighborhood Commercial	P	P	-	-	-	-	P
Nightclubs ⁽⁶⁾	-	-	CUP	CUP	-	CUP	CUP

Nursery, Retail	-	-	-	P	-	P	P
Offices, Professional	P	P	P	P	-	P	P
Personal Services	P	P	P	P	P	P	P
Retail Sales and Services	-	-	P	P	P	P	P
Specialized Education and Training							
Vocational Training	-	-	P	P	-	-	P
Specialty Schools	-	CUP	P	P	-	P	P
Storage, Personal Storage Facility	-	-	CUP	P	-	-	P
INDUSTRIAL USE TYPES							
Laundries, Commercial	-	-	CUP	CUP	-	-	P
Printing and Publishing	-	-	-	CUP	-	-	P
Research Services	-	-	-	P	-	-	P
Wholesaling and Distribution, Light	-	-	-	P	-	-	P
TRANSPORTATION AND COMMUNICATION USE TYPES							
Heliport	CUP	CUP	CUP	CUP	CUP	CUP	P
Intermodal Facilities ⁽⁸⁾	CUP	CUP	CUP	CUP	CUP	CUP	P
Telecommunication Facilities ⁽⁷⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP

Notes:

- (1) Reserved.
- (2) Additional requirements are contained in Chapter 19.32.
- (3) Additional requirements are contained in Chapter 19.40.
- (4) Additional requirements are contained in Chapter 19.39.
- (5) Additional requirements are contained in Chapter 19.38.
- (6) Additional requirements are contained in Chapter 19.49.
- (7) Additional requirements are contained in Chapter 19.34.
- (8) Additional requirements are contained in Chapter 19.36.
- (9) Additional requirements are contained in Chapter 19.55.
- (10) Transitional housing and supportive housing are considered residential use types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP). [For supportive housing the total floor area dedicated to administrative office space shall not exceed 25 percent of the total floor area and must provide the minimum supportive services/service area defined in Government Code Section 65651, as may be amended from time to time.](#)
- (11) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi family dwelling unit which has an approved CUP as defined in Section 19.08.080(F)(1) and (F)(2) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (12) A Conditional Use Permit is required for fast food with drive-through establishments, fuel sales establishments, or electric vehicle charging centers contiguous to: (a) proper ties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A Conditional Use Permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Multi-family uses are permitted with an Administrative Permit in the NC and CC zone districts when the housing development is constructed on or adjacent to a site occupied by a nonprofit organization, and a nonprofit organization will offer supportive services to the proposed residents. Examples of supportive services include transportation, child care, education assistance, and the provision of clothing and other supplies.
- (14) For sites within a specific plan, residential units are only permitted with a CUP if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or Specific Plan Amendment is required in addition to the CUP.
- (15) Multi-family units are permitted by right in the RC zone district if the specific plan has allocated units to the site. If no units are allocated or if fewer units are allocated than are proposed, a unit transfer or Specific Plan Amendment will be required. (Ord. 5428 § 1, 2014; Ord. 5974 § 9, 2018; Ord. 6198 § 1, 2020; Ord. 6538 § 7, 2022; Ord. 6662 § 3, 2023; Ord. No. 6813, 5/1/2024; Ord. 6829, 6/19/2024)

Title 19. Zoning Article

Article II. Regulations for the Principal and Special

Purpose Zones

Chapter 19.14. INDUSTRIAL AND MANUFACTURING ZONES

§ 19.14.020. Permitted use types.

Primary uses are permitted in industrial zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as “P”;
- B. Conditionally permitted use, designated as “CUP”; and
- C. Administratively permitted use, designated as “A.”

Primary use types not listed or designated by a dash (-) are not permitted in that zone district.

INDUSTRIAL ZONE DISTRICTS PERMITTED USES				
	MP	M1	M2	MMU
AGRICULTURAL AND OPEN SPACE USE TYPES				
Agricultural	-	P	P	P
Resource Protection and Restoration	P	P	P	P
CIVIC USE TYPES				
Community Assembly	CUP	CUP	CUP	P
Community Services	P	P	P	P
Essential Services	P	P	P	P
Intensive Public Facilities	-	-	CUP	P
Power Generating Facilities ⁽⁷⁾				
Emergency	A	A	A	A
Supplemental/Individual Use	CUP	CUP	CUP	CUP
General Power Production	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P
Public Parking Services	P	P	P	P
Schools				
College and University	P	P	CUP	P
Public/Private Elementary and Secondary	CUP	-	-	P
Social Services				
Emergency Shelter ⁽⁴⁾	P	CUP	CUP	CUP
Food Distribution ⁽²⁾	-	A/CUP	A/CUP	A/CUP
Food Service ⁽³⁾	-	A/CUP	A/CUP	A/CUP
RESIDENTIAL USE TYPES				

Caretaker/Employee Housing	CUP	A	A	P
COMMERCIAL USE TYPES				
Adult Oriented Businesses	-	P	P	P
Animal Sales and Service				
Kennels	-	P	P	P
Veterinary Clinic	P	P	P	P
Veterinary Hospital	-	P	P	P
Automotive and Equipment				
Automotive Body and Equipment Repair	CUP	P	P	P
Automotive Rental	CUP	CUP	-	P
Automotive Repairs	P	P	CUP	P
Automotive Sales	CUP	-	-	P
Car Wash and Detailing	P	P	CUP	P
Commercial Parking	P	P	P	P
Gasoline Sales ⁽⁸⁾	P/CUP	P/CUP	P/CUP	P/CUP
Heavy Equipment Rental and Sales	CUP	P	P	P
Impound Yards	CUP	CUP	P	P
Broadcasting and Recording Studios	P	P	P	P
Building Material Stores	P	P	P	P
Business Support Services	P	P	CUP	P
Commercial Recreation				
Indoor Entertainment	CUP	CUP	CUP	P
Indoor Sports and Recreation	P	P	P	P
Large Amusement Complexes	-	CUP	CUP	P
Outdoor Entertainment	-	CUP	CUP	P
Outdoor Sports and Recreation	CUP	P	P	P
Eating and Drinking Establishments, Convenience ⁽⁸⁾	P/CUP	P/CUP	P/CUP	P/CUP
Maintenance and Repair	P	CUP	CUP	P
Medical, General	-	-	-	-
Microbreweries	P	P	P	P
Neighborhood Commercial	P	CUP	CUP	P
Nightclubs ⁽¹⁾	CUP	CUP	CUP	P
Nursery, Retail	CUP	P	P	P
Offices, Professional	P	P	P	P
Personal Services	P	CUP	CUP	P
Retail Sales and Services	P	-	-	P
Specialized Education and Training				
Vocational Schools	P	P	CUP	P
Specialty Schools	P	P	CUP	P
Storage, Personal Storage Facility	P	P	P	P
	MP	M1	M2	MMU
INDUSTRIAL USE TYPES				
Day Care Center, Secondary (Employees Only)	CUP	CUP	-	CUP
Equipment and Materials Storage Yards	-	CUP	P	P
General Industrial	-	CUP	P	P
Hazardous Materials Handling	-	CUP	P	P
Laundries, Commercial	P	P	P	P
Light Manufacturing	P	P	P	P

Printing and Publishing	P	P	P	P
Recycling, Scrap and Dismantling				
Enclosed	P	P	P	P
Unenclosed	-	CUP	P	P
Research Services	P	P	P	P
Specialized Industrial	CUP	CUP	CUP	P
Wholesale and Distribution				
Light	P	P	P	P
Heavy	-	CUP	P	P
TRANSPORTATION AND COMMUNICATION USE TYPES				
Antennas and Communication Facilities ⁽⁵⁾				
Developed Lot	P	P	P	P
Undeveloped Lot	CUP	CUP	CUP	CUP
Heliport	-	CUP	CUP	P
Intermodal Facilities ⁽⁶⁾	P	P	P	P
Telecommunication Facilities ⁽⁵⁾	P/AP/CUP	P/AP/CUP	P/AP/CUP	P/AP/CUP

Notes:

- (1) Additional requirements are contained in Chapter **19.49**.
- (2) Additional requirements are contained in Chapter **19.40**.
- (3) Additional requirements are contained in Chapter **19.39**.
- (4) Additional requirements are contained in Chapter **19.38**.
- (5) Additional requirements are contained in Chapter **19.34**.
- (6) Additional requirements are contained in Chapter **19.36**.
- (7) Additional requirements are contained in Chapter **19.55**.
- (8) A conditional use permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A conditional use permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.

(Ord. 5428 § 1, 2014; Ord. 6198 § 1, 2020)

Title 19. Zoning

Article III. General Development Regulations Chapter 19.20

Chapter 19.22. ACCESSORY USES AND STRUCTURES

§ 19.22.020. Accessory uses.

- A. **Accessory Uses Encompassed by Primary Use.** In addition to the primary uses expressly included in a use classification, each use classification shall be deemed to include such accessory uses which are specifically identified by these regulations; and such other accessory uses which are necessarily and customarily associated with, and are appropriate, incidental, and subordinate to, such primary uses. It shall be the responsibility of the Planning Manager to determine if a proposed accessory use is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the primary use, based on the Planning Manager's evaluation of the resemblance of the proposed accessory use to those uses specifically identified as accessory to the primary uses and the relationship between the proposed accessory use and the primary use. Determinations by the Planning Manager shall be subject to appeal pursuant to Chapter **19.80**, and a record of all such determinations shall be maintained by the Planning Manager.
- B. **Accessory Uses Subject to Regulations.** Accessory uses shall be regulated in the same manner as the primary uses within each use classification, except as otherwise expressly provided by these regulations.
- C. **Permitted Accessory Uses for a Dwelling Use Type.**
1. Home occupation, as permitted in Chapter **19.42**.
 2. Garage/yard sales, with the following limitations:
 - a. Three sales per calendar year at the same address;
 - b. Not to exceed three calendar days per event; and
 - c. Operating during daylight hours only.
 3. Off-street parking areas and parking structures for use by persons living or visiting the premises.
 4. Repair and maintenance of automobiles or other vehicles if work is being done on a vehicle registered to a resident of the premises or not more than one automobile or other vehicle at a time if work is being done on a vehicle registered to someone other than a resident of the premises. Notwithstanding the above, repair or maintenance of any tractor trucks or semi-trucks is not permitted in any residential zone district.
 5. Rental and sales offices for the leasing and sales of units located in the same apartment or condominium complex.
 6. Portable on-demand storage containers ordinarily and customarily associated with a residential use (e.g. POD containers) subject to the following restrictions:
 - a. Allowed within the designated parking area of a front- or side-yard setback for no more than thirty (30) days in a twelve (12) month period, provided the container does not impair motor vehicle operator view or block any portion of public right-of-way.
 - b. Containers must be delivered and maintained in good condition free from rust, peeling paint, graffiti, and/or other forms of deterioration.
 - c. Containers must display a notice that includes company contact information and delivery and removal dates.
- D. **Permitted Accessory Uses for Schools, Community Assembly and Community Services Use Types.**

1. Recycling collection center for collection of newspapers only, by nonprofit organizations, when operated in conformance with Chapter **19.56** (Recycling Collection Centers).

2. Fundraising sale and events.

E. Permitted Accessory Uses for Commercial and Industrial Use Types.

1. Automatic teller machine.

2. Cafeteria, delicatessen and food vending with an area of less than 1,000 square feet.

3. Fleet storage of company owned vehicles within a parking lot.

4. Open air vending facilities, as permitted by Chapter **19.50**.

5. Outdoor storage, provided that:

- a. All outdoor storage in commercial zones shall be screened from public view through a combination of building design, landscaping and berming, and/or location. Any outdoor storage that is not completely screened, as determined by the Planning Manager, is subject to an Administrative Permit;

- b. There shall be no visible storage of motor vehicles, trailers, airplanes, boats, or their composite parts except where authorized by an automobile, trailer, airplane, or boat sales business in commercial zones.

6. Recreational facilities (indoors or outdoors) for use of employees. Such facilities include, but are not limited to: basketball courts, ballfields, putting greens and volleyball courts.

7. Recycling collection center, as permitted by Chapter **19.56**.

8. Used goods collection center, as permitted by Chapter **19.68**.

9. Plazas.

10. Caretaker residence when associated with a personal storage facility.

§ 19.22.030. Accessory structures.

A. Accessory Structures Included With Permitted Uses. In addition to the primary structures associated with permitted uses, each use classification shall be deemed to include such accessory structures which are specifically identified by these regulations, and such other accessory structures which are necessarily and customarily associated with, and are appropriate, incidental, and subordinate to, such primary structures. It shall be the responsibility of the Planning Manager to determine if a proposed accessory structure is necessarily and customarily associated with, and is appropriate, incidental, and subordinate to the primary structure, based on the Planning Manager's evaluation of whether the proposed accessory structure is necessary or customarily associated with the use for which the development was constructed. Determinations by the Planning Manager shall be subject to appeal pursuant to Chapter **19.80**, and a record of all such determinations shall be maintained by the Planning Manager. All accessory structures shall be located in compliance with all other applicable requirements of the zone district in which they are located and any other permits required (e.g., Design Review Permit).

B. Accessory Structures Subject to Regulations. Accessory structures shall be regulated in the same manner as the primary structures within each zoning district, except as otherwise expressly provided by these regulations. Accessory structures may be established concurrently or following the construction of a primary structure.

C. Permitted Accessory Structures to Dwelling Use Type (Single-Family and Two-Family).

1. **Decks and Balconies.** Uncovered decks under 30 inches in height at the top of the deck sheathing are permitted anywhere on a parcel, without respect to required setbacks. Any deck or balcony (uncovered or covered) which is 30 inches or taller in height, when measured as outlined in Section 19.95.030(H)(1) (Height, Building and Other Structures), shall maintain a minimum side yard setback of two times the required interior side yard setback for the primary structure, a rear

yard setback of one-half the required rear yard setback for the primary structure, a 10-foot front yard setback, and shall be located consistent with the residential clear vision triangle requirements of Section **19.10.030(B)** .

2. Unenclosed structures, including, but not limited to, shade structures, carports, boat and RV covers, patio covers and gazebos located on the ground floor. Such structures are subject to the following requirements:

- a. The structure shall not enclose any area equal to or greater than 20 percent on any side not attached to the residence;
- b. The structure shall not be constructed of materials which would create a year round livable area;
- c. Less than seven feet in height:
 - i. Interior Lot. Unenclosed structures less than seven feet in height may be located anywhere within a parcel, but shall maintain the required front yard setback;
 - ii. Corner Lot. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;
 - iii. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way.
- d. Greater than seven feet in height:
 - i. The structure shall maintain the required front yard setback and a five-foot rear and side yard setback;
 - ii. The structure shall not exceed 15 feet in height and one story. For each foot in height above 10 feet the required setback, except the front yard setback, shall be increased by one foot. Structures integrated into the existing roofline of the primary structure, and exceeding the height limit, or constructed concurrently with the main residence shall be considered attached to (and part of) the primary structure for purposes of this article;
 - iii. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;
 - iv. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way.

3. Enclosed structures are subject to the following requirements:

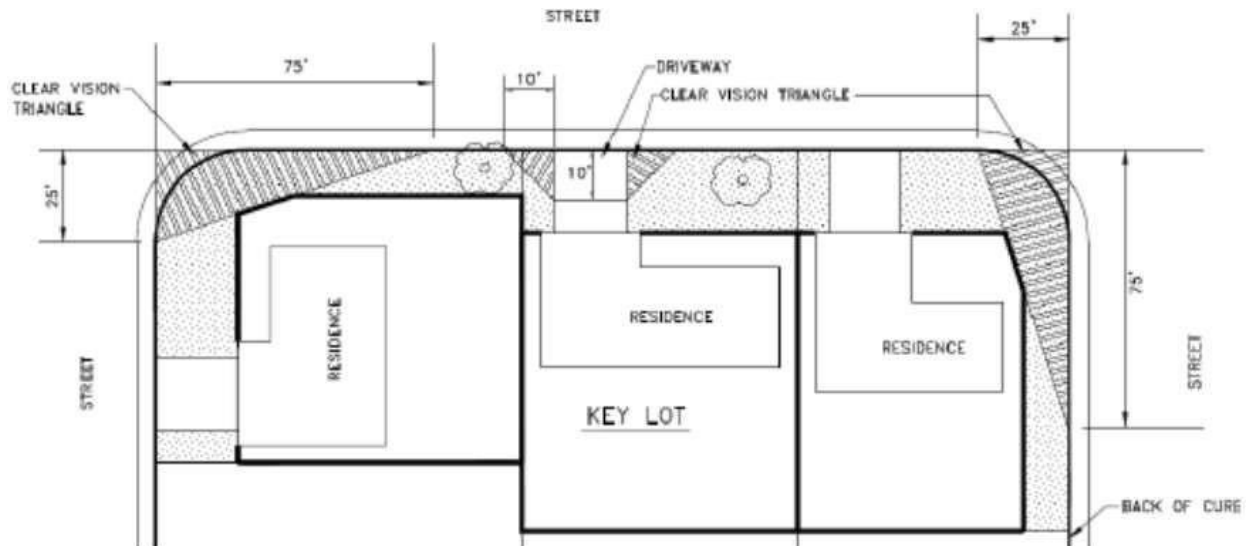
- a. Less than seven feet in height:
 - i. The minimum setback is five feet from the back of sidewalk or right-of-way, whichever is greater, on the street side for corner lots;
 - ii. The minimum setback is 10 feet from the back of sidewalk or right-of-way, whichever is greater, when adjacent to a key lot; and
 - iii. No setback is required adjacent to the rear or interior side property lines.
- b. Greater than seven feet in height:
 - i. The maximum height is 15 feet and one story;
 - ii. The minimum setback is five feet from the rear and side property lines;
 - iii. The minimum setback is 12.5 feet from the back of sidewalk or edge of right-of-way on corner lots; and
 - iv. For each foot in height above 10 feet, the required setback, except for the front yard setback, shall be increased by one foot.

c. General.

- i. If the building or structure is located within a required rear yard setback, the total size of the building or buildings, cumulatively, shall be less than 50 percent of the required rear yard area.
- ii. The required front yard of the applicable residential zone district shall be maintained.
- iii. A maximum of 700 square feet of detached building(s) or structure(s) is permitted on the same lot. Additional square footage of detached accessory building(s) or structure(s) (excluding accessory dwelling units), in excess of 700 square feet, may be permitted upon approval of an Administrative Permit.
- iv. An extension of the main building or accessory building roof (e.g., a breezeway) may connect the accessory building to the primary building, but it shall not be considered part of (attached to) the main (primary) building, except as specified below. The breezeway and accessory building must maintain required side yard setbacks.
- v. Any accessory structure located less than six feet from the primary building shall be considered attached to (and part of) the primary building for purposes of this article, and shall be subject to the development standards for the primary building. Additions to primary structures are regulated pursuant to Section **19.10.030** (Residential zone general development standards).

4. Fences and Walls. A maximum seven-foot high fence (including lattice and similar attachments) or wall may be located on a parcel consistent with the following requirements:

- a. The maximum height shall be reduced to three feet if located:
 - i. Within a residential or residential driveway clear vision triangle (see Chapter **19.95** , Definitions);
 - ii. Within a required front setback; or
 - iii. Within five feet of the back of the sidewalk of a street side for a corner lot. In the absence of a sidewalk, the five-foot setback is measured from the back of the right-of-way.



NOTE: ASSUME ALL RESIDENCES AT FRONT SETBACK LINES

FENCES UP TO 3' IN HEIGHT

FENCES 3'-7' IN HEIGHT

FENCE HEIGHT

NO SCALE

- b. When there is a difference in the ground level between two adjoining parcels, the height of any

fence or wall constructed along a common property line shall be determined by using the finished grade of the highest contiguous parcel.

- c. The height of a fence or wall may be increased a maximum of one foot to provide for noise attenuation or buffering of adjacent land uses, subject to approval of an Administrative Permit. Fences and walls in excess of eight feet may be permitted subject to the approval of a Conditional Use Permit.
- d. The provisions of this section shall not apply to any fence or wall required by any law or regulation of the City or State.

5. Flag Poles. The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.

6. Security facilities, including security gates and gate houses at a project entrance.

7. Antennas, including HAM radio, radio and television receiving antennas subject to requirements of Chapter **19.34**.

8. Children's play equipment, including playsets, playhouses and tree houses.

9. Recreation facilities, including recreation activity courts and facilities (excluding associated fencing and netting), swimming pools, spas and hot tubs, which are customarily associated with residential use, are permitted in the rear and side yards. Recreational facilities shall not include automated pitching equipment or similar noise generating recreation equipment not typically associated with residential use.

10. Satellite Dishes. Satellite dishes as allowed in Chapter **19.34**.

11. Entry Arbors. Entry arbors may be located within the required front yard setback provided they do not cover more than 25 square feet in area and do not exceed a height of 10 feet.

12. Landscape Features Landscape features including fountains less than seven feet in height may be located within the front yard setback provided the feature is located outside of the clear vision triangle and does not exceed 25 square feet in area.

13. Mailboxes. United States Postal Service (USPS) mailboxes may be located within the required front yard setback provided the mailbox is located outside of the clear vision triangle and does not exceed six square feet in area. The mailbox must also comply with the USPS requirements.

14. Outdoor Living Elements Outdoor living elements including but not limited to, outdoor fireplaces and outdoor kitchens, are not permitted in the required front yard and shall adhere to the development requirements for enclosed accessory structures.

14.15. Shipping Containers. Shipping containers are not ordinarily and customarily associated with residential uses and are prohibited on residential property.

15.16. Exceptions to Setbacks. Notwithstanding the requirements of subsection **A** of this section, the following structures are permitted to encroach into the required development setbacks, as follows:

- a. Architectural features, such as, but not limited to: cornices, eaves and similar features, but not any flat wall may encroach up to two feet into any required setback.

16.17. Exceptions to Accessory Structure Requirements. Unless otherwise noted that a Conditional Use Permit is required, an exception to the requirements of this section may be approved subject to the approval of an Administrative Permit.

D. Permitted Accessory Structures to Dwelling Use Type (Multi-Family).

1. Bicycle lockers and off-street parking areas.

2. Decks and Balconies. Uncovered decks under 30 inches in height at the top of the deck sheathing are permitted anywhere on a parcel, without respect to required setbacks. Any deck or balcony (uncovered or covered) of 30 inches or taller in height, when measured as outlined in Section 19.95.030(H)(1)(Height, Building and Other Structures), shall maintain a minimum side yard setback of two times the required interior side yard setback for the primary structure, a rear yard

setback of one-half the required rear yard setback for the primary structure, a 10-foot front yard setback, and shall be located consistent with the residential clear vision triangle requirements of Section **19.10.030(8.)**

- 3. Unenclosed structures**, including detached shade structures, covered patios, arbors, and gazebos located on the ground floor. Such structures are subject to the following requirements:
 - a. The structure shall not enclose any area equal to or greater than 20 percent on any side;
 - b. The structure shall not be constructed of materials which would create a year round livable area;
 - c. The structure shall not exceed 15 feet in height and one story. For each foot in height above 10 feet the required setback, except the front yard setback, shall be increased by one foot;
 - d. The structure shall maintain a 15-foot front yard setback and a five-foot rear and side yard setback;
 - e. On the street side of a corner lot, the structure shall maintain a five-foot setback as measured from the back of the sidewalk or, in the absence of a sidewalk, the right-of-way;
 - f. On the street side of a corner lot located adjacent to a key lot, the structure shall maintain a 10-foot setback as measured from the back of the sidewalk or right-of-way; and
 - g. The size or location of the structure does not violate any requirements of an approved site review, design review or Administrative Permit.
- 4. Fences and Walls.** A maximum seven-foot high fence (including lattice and similar attachments) or wall may be located anywhere on a parcel consistent with the following requirements:
 - a. The maximum height shall be reduced to three feet if located:
 - i. Within a residential or residential driveway clear vision triangle (see Chapter **19.95**, Definitions);
 - ii. Within a required front setback; or
 - iii. Within five feet of the back of the sidewalk of a street side for a corner lot. In the absence of a sidewalk, the five-foot setback is measured from the back of the right-of-way.
 - b. When there is a difference in the ground level between two adjoining parcels, the height of any fence or wall constructed along a common property line shall be determined by using the finished grade of the highest contiguous parcel.
 - c. The height of a fence or wall may be increased a maximum of one foot to provide for noise attenuation or buffering of adjacent land uses, subject to approval of an Administrative Permit. Fences and walls in excess of eight feet may be permitted subject to the approval of a Conditional Use Permit.
 - d. The provisions of this section shall not apply to any fence or wall required by any law or regulation of the City or State.
- 5. Flag Poles.** The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.
- 6. Security facilities**, including security gates and gate houses at a project entrance.
- 7. Antennas**, including HAM radio, radio and television receiving antennas subject to the requirements of Chapter **19.34**.
- 8. Recreation facilities**, including recreation activity courts and facilities, children's play equipment, swimming pools, spas and hot tubs.
- 9. Satellite Dishes.** Satellite dishes as allowed in Chapter **19.34**.
- 10. Signs**, as permitted by Title 17 of this Code.
- 11. Transit facilities.**

12. Trash enclosures and recycling facilities.

13. Exceptions to Accessory Structure Requirements. Unless otherwise noted that a Conditional Use Permit is required, an exception to the requirements of this section may be approved subject to the approval of an Administrative Permit.

E. Permitted Accessory Structures to Commercial and Industrial Use Types.

1. Bicycle lockers, and off-street parking areas and structures.

2. Unenclosed structures, including arbors and gazebos.

3. Detached enclosed storage.

4. Detached unenclosed storage buildings and pole buildings associated with the outdoor display of building materials, nursery stock, or other materials which are typically displayed outdoors or under a canopy.

5. Fences and walls, except that no fence or wall in excess of three feet may be located within a commercial clear vision triangle (see Definition);

6. Flag Poles. The pole may be a maximum of 35 feet in height and shall maintain a minimum five-foot setback from any property line.

7. Security facilities, including security gates and gate houses at a project entrance.

8. Antennas, including HAM radio, radio and television receiving antennas subject to the requirements of Chapter **19.34**.

9. Recreation facilities, including recreation activity courts and facilities for use by employees.

10. Satellite Dishes. Satellite dishes as allowed in Chapter **19.34**.

11. Signs, as permitted by Title 17 of this Code.

12. Transit facilities.

13. Trash enclosures and recycling facilities.

F. Prohibited Accessory Uses and Structures Within All Zone Districts and Use Types.

1. Outdoor Storage. Storage of loose rubbish, garbage, junk or their receptacles shall not be visible from any public right-of-way. Outdoor storage of other materials and equipment may be permitted consistent with the use types and permit requirements of Article II of this title.

2. Vehicles for Sale. No vehicles shall be stored or displayed for sale on any undeveloped parcel or on any property zoned for commercial or industrial uses except where authorized for automobile sales pursuant to this title.

3. Fences. The use of barbed wire, electrified fence, razor wire or similar security devices in conjunction with any fence, wall, or hedge, or by itself is prohibited, except in the following circumstances:

- a. For security purposes in non-residential zones, where the barbed wire, electrified wire, or razor wire is located a minimum of six feet above the ground;
- b. Where property is zoned urban reserve and is still being primarily utilized for agricultural purposes; and
- c. Where required by any permit condition, law or regulation of the City or state

Title 19 Zoning

Article III. General Development Regulations Chapter

19.20

Chapter 19.26. OFF-STREET PARKING AND LOADING

§ 19.26.030. Parking space requirements by use type.

C. Adjustment to Number of Required Parking Spaces. The number of parking spaces required by subsection A may be reduced as follows:

1. **Specific Plan Provisions.** Provisions may be made in a specific plan to allow reductions in the number of required parking spaces based upon special provisions, such as providing golf cart or electric car parking where special provisions are made for golf carts or electric cars.

Parking Reductions for Shared Parking. If an applicant believes the number of parking spaces required for their building complex as specified in subsection A (which is the sum of all the users within the building complex) is not applicable because the hours of operation of different tenants/uses within the building complex will effectively allow for dual use of the parking spaces then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating this request. Shared parking reductions shall only be approved by the Approving Authority if:

- a. A sufficient number of spaces are provided to meet the greatest parking demand of the participating uses;
 - b. Satisfactory evidence is provided describing the nature of the uses and the times when the uses operate so as to demonstrate the lack of potential conflict between them;
 - c. Overflow parking will not impact any adjacent use; and
 - d. Additional documents, covenants, deed restrictions, or other agreements as may be deemed necessary by the Planning Manager are executed to assure that the required parking spaces provided are maintained and uses with similar hours and parking requirements as those uses sharing the parking facilities remain for the life of the project.
2. **Parking Reductions for an Individual Use.** If an applicant for a proposed use believes the number of parking spaces required for their use as specified in subsection A is not applicable because their use functions differently than the generic use type and associated parking standards established in this title, then the applicant may request an Administrative Permit. The Approving Authority shall be the Planning Manager. The applicant shall have the burden of proof for requesting

a reduction in the total number of required off-street parking spaces, and documentation shall be submitted substantiating the request. Such documentation may include, but is not limited to: a parking study of another facility of the same use which is similar in size and operation, calculating the required parking spaces with field data of peak parking usage. Reduced parking shall only be approved by the Approving Authority if:

- a. Satisfactory evidence is provided describing the nature of the use, the operation and data from other facilities or similar facilities so as to demonstrate that the required parking standards are excessive and the proposed parking standards are appropriate; and
- b. Overflow parking will not impact any adjacent use.

- 3. **Parking Reductions for Eating and Drinking Establishments.** The Approving Authority for any application for a parking reduction by an eating and drinking establishment as defined in Section 19.08.090(L) shall be the Planning ~~Commission~~Manager. The Planning Commission shall be the Approving Authority for any application requesting a parking reduction where the request would result in a cumulative parking reduction of 15% or more for the center in which the eating and drinking establishment is located.

Title 19 Zoning

Article III. General Development Regulations Chapter

19.20

Chapter 19.28. RESIDENTIAL DENSITY BONUS

§ 19.28.040. Eligibility for bonus.

A developer of a housing development containing five or more units may qualify for a density bonus and at least one other incentive as provided by this chapter if the developer does one of the following:

- A. Agrees to construct and maintain at least five percent of the units for rental or sale dedicated to very low income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of "shared housing building");
- B. Agrees to construct and maintain at least 10 percent of the units for rental or sale dedicated to lower income households (includes a shared housing building development, in which case minimum unit size or bedroom requirements shall not conflict with the definition of "shared housing building");
- C. Agrees to construct and maintain at least 10 percent of the units of a housing development to be sold to moderate income households, provided that all units in the development are offered to the public for purchase, consistent with **Government Code** Section 65915, as may be amended from time to time;
- D. Agrees to construct and maintain a senior citizen housing development (~~"development" includes a shared housing building development~~), as defined in ~~Section 19.28.020 of this chapter~~ [Sections 51.3 and 51.12 of the California Civil Code](#), or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the California **Civil Code**, as may be amended from time to time; For the purposes of this subparagraph, "development" includes a shared housing building development and a residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code.
- E. Donates land to the City dedicated for the construction of very low income units pursuant to Section **19.28.080** of this chapter;
- F. Includes a qualifying child care facility as described in Section **19.28.070** of this chapter in addition to providing housing as described in subsections **A** through **C** of this section;
- G. Agrees to construct and maintain at least 10 percent of the units of a housing development for transitional foster youth, as defined in Section 66025.9 of the

California **Education Code**, as may be amended from time to time, disabled veterans, as defined in Section 18541 of the California **Government Code**, as may be amended from time to time, or homeless persons, as defined in the Federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11301 et seq.), as may be amended from time to time, dedicated to very low income households;

- H. Agrees to construct and maintain at least 20 percent of the units for lower income students in a student housing development pursuant to Section **19.28.085** of this chapter; or
- I. Agrees to construct and maintain 100 percent of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that up to 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households (includes a shared housing building development).

§ 19.28.060. Eligibility and application requirements for incentives.

- A. **Available Incentives.** A housing development qualifying for a density bonus may be entitled to at least one incentive. Incentives may include, but are not limited to:
 - 1. A reduction in site development standards such as:
 - a. Reduced minimum lot sizes and/or dimensions.
 - b. Reduced minimum lot setbacks.
 - c. Reduced minimum outdoor and/or private outdoor living area.
 - d. Increased maximum lot coverage.
 - e. Increased maximum building height and/or stories.
 - f. Reduced on-site parking requirements.
 - g. Reduced street standards.
 - 2. A reduction in architectural design requirements.
 - 3. A density bonus greater than the amount required by this chapter.
 - 4. Other regulatory incentives proposed by the developer or the City, which result in identifiable, financially sufficient, and actual cost reductions.
- B. **Parking Requirements.** If an applicant qualifies for a density bonus pursuant to this chapter, the applicant may request, in addition to any requested incentive(s), that reduced parking requirements be applied to the project in place of the City's current parking requirements. The parking requirement is inclusive of accessible

and guest parking for the entire housing development, but shall not include on-street parking spaces in the count towards the parking requirement. The housing development may provide on-site parking through tandem or uncovered parking, but not through on-street parking. In calculating the number of parking spaces required for a development,

if the total number of parking spaces is other than a whole number, the number shall be rounded up to the next whole number.

1. Except as otherwise provided in this subsection, the following parking requirements shall apply:

- a. One bedspace in a student housing development, as defined by Section 65915 of the Government Code, as may be amended from time to time: zero parking spaces.

- ~~a.~~b. Zero to one bedroom: one on-site parking space.

- ~~b.~~c. Two to three bedrooms: one and one-half on-site parking spaces.

- ~~c.~~d. Four or more bedrooms: two and one-half on-site parking spaces.

2. If the housing development includes at least 20 percent lower income units or at least 11 percent very low income units, is located within one-half mile of a major transit stop, and there is unobstructed access to the major transit stop from the development, then the parking requirement shall be one-half on-site parking space per unit.
3. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California **Health and Safety Code** as may be amended from time to time, then no parking spaces shall be required as long as the development meets either of the following criteria:
 - a. The development is located within one-half mile of a major transit stop and there is unobstructed access to the major transit stop from the development; or
 - b. The development is a for-rent housing development for individuals who are 62 years of age or older that complies with Sections 51.2 and 51.3 of the California **Civil Code** as may be amended from time to time, and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.
4. If a housing development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower income families, as provided in Section 50052.5 of the California **Health and Safety Code**, as may be amended from time to time, and the development is either a special needs housing development, as defined in Section 51312 of the California **Health and Safety Code**, as may be amended from time to time, or a supportive housing development, as defined in Section 50675.14 of the California **Health and Safety Code**, as may be amended from time to time, then no parking spaces shall be required. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed

bus route service that operates at least eight times per day.

5. Upon the request of the developer, the parking requirement (inclusive of parking for persons with a disability and guests) shall be 0.5 spaces per bedroom if all of the following are met:
 - a. The housing development includes at least 40 percent moderate income units and at least 10 percent of the units of the housing development are sold to moderate income households, provided that all units in the development are offered to the public for purchase; and
 - b. The housing development is located within one-half mile of a major transit stop, as defined in **Public Resources Code** Section 21155(b), as may be amended from time to time; and
 - c. The residents of the development have unobstructed access to the major transit stop from the development.

C. **Eligibility for Incentives.** Incentives are available to a housing developer as follows:

1. One incentive for housing developments that: (a) restrict at least 10 percent of the total units to lower income households, at least five percent for very low income households, or at least 10 percent for persons and families of moderate income in a development in which the units are for sale; or (b) are for senior housing.
2. Once incentive or concession for projects that include at least 20 percent of the total units for lower income students in a student housing development. If a project includes at least 23 percent of the total units for lower income students in a student housing project, the applicant shall instead receive two incentives or concessions.
- ~~2.~~3. Two incentives for housing developments that restrict at least 17 percent of the total units to lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a development in which the units are for sale.
- ~~3.~~4. Three incentives for housing developments that restrict at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.
- ~~4.~~5. Five incentives for housing developments that restrict 100 percent of the units, including total units and density bonus units, but exclusive of a manager's unit or units, dedicated to lower income households, except that up to 20 percent of the units, including total units and density bonus units, may be dedicated to moderate income households. If the project is located within one-half mile of a major transit stop, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.
- ~~5.~~6. One incentive for projects that include at least 20 percent of the total units for lower income students in a student housing development.
- ~~6.~~7. Four incentives for projects that include at least 16 percent of the units for very low income households or at least 45 percent for persons and families of

moderate income in a development in which the units are for sale.

§ 19.28.085. Student housing.

A. **Student Housing Density Bonus Requirements.** In order for a student housing development to be eligible for a density bonus under Section 19.28.040 of this chapter, the student housing development must meet the following requirements:

1. All units in the student housing development shall be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the City that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
2. The applicable 20 percent units shall be used for lower income students. For purposes of this clause, "lower income students" means students who have a household income and asset level that does not exceed the level for Cal Grant A or Cal Grant B award recipients as set forth in paragraph (1) of subdivision (k) of Section 69432.7 of the California **Education Code**.
3. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65 percent of the area median income for a single-room occupancy unit type.
4. The development shall provide priority for the applicable affordable units for lower income students experiencing homelessness.

~~4.~~ 5. For student housing developments that meet the aforementioned criteria, the density bonus shall be 35 percent of the student housing units.

B. **Definition of Units.** For purposes of calculating a density bonus granted for a student housing development, the term "unit" means one rental bed and its pro rata share of associated common area facilities.

Title 19. Zoning

Article IV. Special Area and Specific Use

Requirements Chapter 19.30

Chapter 19.33. Commercial Corridor Specific Plans

§ 19.33.030. Permitted uses.

- A. **General.** Land uses within the Corridor Plans are implemented through application of zone districts. In recognition of the goals of the Corridor Plans this special area district ("District") applies to all Multifamily Residential (R3), Business Professional (BP), Neighborhood Commercial (NC), Community Commercial (CC), and General Commercial (GC) zone districts within the Specific Plan boundaries within the Corridor Plans. The district standards do not apply to any zone districts not listed in the tables below, such as the Single-Family (R1), Small-Lot (RS), or Two-Family (R2) Residential zone districts. The district customizes the permitted uses of general zone districts to reflect the unique nature and community character goals of the Specific Plan.
- B. **Permitted Use Types.** Use tables are provided for each of the three Corridor Plans. The tables specify permitted uses, conditionally permitted uses, administratively permitted uses, and prohibited uses for certain zoning designations within the Specific Plan. Principally permitted uses (P) indicate that the use is allowed in the specified zone. Conditionally and administratively permitted uses require the granting of a Conditional Use Permit (CUP) or Administrative Permit (A), respectively, as provided in Chapters 19.72 and 19.74 of the Roseville Municipal Code. Prohibited uses (-) are not allowed in the specified zone district. Use type classifications are defined in Chapter 19.08 of the Roseville Municipal Code. This district relies on the classification system and definitions established in the Roseville Municipal Code.

A zone district which is not listed within the tables below is regulated in accordance with Article II of Title 19. A use which is listed within the permitted use tables of Article II of Title 19, but is not listed below is generally prohibited. Where a use is not specifically listed in either Article II of Title 19 or the tables below, the Planning Manager may determine whether the use is generally consistent or of the same general character as one or more listed uses to determine whether the use is permitted. Existing buildings, structures, and uses permitted within the Specific Plan area as of the effective date of this chapter shall continue to be permitted and exempt from the requirements of this chapter as legal nonconforming.

ATLANTIC STREET CORRIDOR PERMITTED USE TABLE			
	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES			
Animal Keeping	-	-	P
Resource Protection and Restoration	P	P	P
Resource Related Recreation	P	P	P
CIVIC USE TYPES			
Community Assembly	P	P	P

Community Services	P	P	CUP
Essential Services	P	P	P
Hospital Services			
General Hospital Services	P	CUP	-
Psychiatric Hospital Services	P	CUP	-
Libraries and Museums, Private	P	P	-
Public Parking Services	P	P	-
Schools			
College and University	P	P	-
Public/Private Elementary and Secondary	CUP	CUP	CUP
Social Services			
Emergency Shelter ⁽¹⁾	CUP	CUP	-
Food Distribution ⁽²⁾	CUP	A/CUP	-
Food Service ⁽³⁾	CUP	A/CUP	-
Power Generating Facilities ⁽⁴⁾			
Emergency	A	A	P
Supplemental/Individual Use	CUP	CUP	P
Passive Power	P	P	P
	CC	GC	R3
RESIDENTIAL USE TYPES			
Accessory Dwelling Units ⁽⁵⁾	P	P	P
Caretaker/Employee Housing	P	P	P
Community Care Facilities, Small	P	P	P
Community Care Facilities, Large	P	P	P
Dwelling ⁽⁷⁾			
Multi-Family	P ⁽¹⁸⁾	-	P ⁽¹⁸⁾
Single-Family	P/CUP ⁽⁸⁾	CUP	P
Two-Family	P/CUP ⁽⁸⁾	CUP	P
Family Day Care Home, Small	P	P	P
Family Day Care Home, Large ⁽⁹⁾	P	P	P
Live/Work	P	P	P
Long Term Care Facility, Small ⁽¹⁰⁾	-	-	P
Long Term Care Facility, Large	-	-	A
Low-Barrier Navigation Centers ⁽¹¹⁾	-	-	P
Mobile Home Park	-	-	CUP
Rooming and Boarding House	-	-	P
Short-Term Rental ⁽¹²⁾	-	-	P
Single Room Occupant	-	-	-
COMMERCIAL USE TYPES			
Animal Sales and Service			
Grooming and Pet Stores	P	P	-
Kennels	-	CUP	-
Veterinary Clinic	P	P	-
Veterinary Hospital	CUP	CUP	-
Automotive and Equipment			
Automotive Body and Equipment Repair	-	P/CUP ⁽¹³⁾	-
Automotive Rentals	-	P	-
Automotive Repairs	CUP	P	-
Automotive Sales	CUP	P	-

Car Wash and Detailing	CUP	P	-
Gasoline Sales ⁽¹⁴⁾	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	P	-
Banks and Financial Services	P	P	-
Bars and Drinking Places	P	P	-
Broadcasting and Recording Studios	P	P	-
Business Support Services	P	P	-
Commercial Recreation			
Amusement Center	P	P	-
Indoor Entertainment	P	P	-
Indoor Sports and Recreation	P	P	-
Large Amusement Complexes	P	CUP	-
Outdoor Entertainment	P	CUP	-
Outdoor Sports and Recreation	P	P	A
Day Care Center	P	P	A
Eating and Drinking Establishments			
Fast Food with Drive-Through ⁽¹⁴⁾	P/CUP	P/CUP	-
Convenience	P	P	-
Full Service	P	P	-
Food and Beverage Retail Sales	P	P	-
Funeral and Interment Services	P	P	-
Lodging Services	P	P	-
Long Term Care Facility	P	P	-
Maintenance and Repair	P	P	-
Medical Services, General	P	P	-
Neighborhood Commercial	P	-	-
Nightclubs ⁽¹⁵⁾	CUP	CUP	-
Nursery, Retail	P	P	-
Offices, Professional	P	P	-
Personal Services	P	P	-
Retail Sales and Services	P	P	-
Specialized Education and Training			
Vocational Schools	P	P	-
Specialty Schools	P	P	-
Storage, Personal Storage Facility	-	P	-
	CC	GC	R3
INDUSTRIAL USE TYPES			
Laundries, Commercial	CUP	CUP	-
Printing and Publishing	-	CUP	-
Research Services	-	P	-
Wholesaling and Distribution, Light	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES			
Intermodal Facilities ⁽¹⁶⁾	CUP	CUP	-
Telecommunication Facilities ⁽¹⁷⁾	P/A/CUP	P/A/CUP	P/A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.

- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1)—(F)(3) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Multi-family residential is principally permitted without a Conditional Use Permit in the GC zone where residential uses already existed on a site prior to adoption of this Specific Plan.
- (7) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (8) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (9) See Chapter 19.46 for large family day care home regulations.
- (10) A long-term care facility which serves six or fewer persons shall be considered a residential use of the property.
- (11) Low barrier navigation centers are exempt from a Design Review Permit.
- (12) Short-term rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional short-term rental requirements.
- (13) A Conditional Use Permit is required for auto body and equipment repair uses which are within 300 feet of a residential zone (R1, R2, RS, or R3) or a single-family or multi-family home, and if located outside of this buffer are principally permitted.
- (14) A Conditional Use Permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A Conditional Use Permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (15) Additional requirements are contained in Chapter 19.49.
- (16) Additional requirements are contained in Chapter 19.36.
- [\(17\)](#) Additional requirements are contained in Chapter 19.34.
- ~~(17)~~ [\(18\) Multifamily uses are permitted at minimum densities of 20 units/acre. Projects on single parcels less than or equal to 0.5 acres which have an existing single-family structure that was built before 2025 are exempted from this minimum density requirement.](#)

DOUGLAS-HARDING CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES					
Animal Keeping	-	-	-	-	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	P	P	P	P
Community Services	P	CUP	P	P	CUP
Essential Services	P	P	P	P	P
Hospital Services					
General Hospital Services	-	-	CUP	CUP	-
Psychiatric Hospital Services	-	-	CUP	CUP	-
Libraries and Museums, Private	-	CUP	P	P	-
Public Parking Services	P	P	P	P	-
Schools					
College and University	A	-	P	P	-
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	CUP
Social Services					
Emergency Shelter ⁽¹⁾	-	-	-	CUP	-
Food Distribution ⁽²⁾	-	-	-	A/CUP	-
Food Service ⁽³⁾	-	-	-	A/CUP	-
Power Generating Facilities ⁽⁴⁾					
Emergency	A	A	A	A	P
Supplemental/Individual Use	CUP	CUP	CUP	CUP	CUP
Passive Power	P	P	P	P	P
RESIDENTIAL USE TYPES					
Accessory Dwelling Units ⁽⁵⁾	-	P	P	P	P
Caretaker/Employee Housing	-	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	P
Dwelling ⁽⁶⁾					
Multi-Family	-	P ⁽¹⁶⁾	P ⁽¹⁶⁾	-	P ⁽¹⁶⁾
Single-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Two-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Family Day Care Home, Small	P	P	P	P	-
Family Day Care Home, Large ⁽⁸⁾	-	P	P	P	P
Live/Work	P	P	P	-	P
Long Term Care Facility, Small ⁽⁹⁾	-	-	-	-	CUP
Long Term Care Facility, Large	-	-	-	-	P
Low-Barrier Navigation Centers ⁽¹⁰⁾	-	P	P	-	P
Mobile Home Park	-	-	-	-	CUP
Rooming and Boarding House	-	-	-	-	P
Short-Term Rental ⁽¹¹⁾	-	-	-	-	P
Single Room Occupant	P	P	P	P	P
COMMERCIAL USE TYPES					
Animal Sales and Service					
Grooming and Pet Stores	-	P	P	P	-
Kennels	-	-	-	CUP	-
Veterinary Clinic	-	CUP	P	P	-
Veterinary Hospital	-	-	CUP	CUP	-

Automotive and Equipment					
Automotive Body and Equipment Repair	-	-	-	CUP	-
Automotive Rentals	-	-	-	P	-
Automotive Repairs	-	-	CUP	P	-
Automotive Sales	-	-	CUP	P	-
Car Wash and Detailing	-	-	CUP	P	-
Gasoline Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	-	-	P	-
Banks and Financial Services	P	P	P	P	-
Bars and Drinking Places	-	-	P	P	-
Broadcasting and Recording Studios	P	-	-	P	-
Business Support Services	P	-	P	P	-
Commercial Recreation					
Amusement Center	-	CUP	P	P	-
Indoor Entertainment	-	-	P	P	-
Indoor Sports and Recreation	-	-	P	P	-
Large Amusement Complexes	-	-	-	CUP	-
Outdoor Entertainment	-	-	-	CUP	-
Outdoor Sports and Recreation	-	-	-	P	-
Day Care Center	P	P	P	P	P
Eating and Drinking Establishments					
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	-
Convenience	P	P	P	P	-
Full Service	P	P	P	P	-
Food and Beverage Retail Sales	-	-	P	P	-
Funeral and Interment Services	-	-	P	P	-
Lodging Services	-	-	P	P	-
Long Term Care Facility	CUP	CUP	P	P	CUP
Maintenance and Repair	-	P	P	P	-
Medical Services, General	P	P	P	P	-
Neighborhood Commercial	P	P	-	-	A
Nightclubs ⁽¹³⁾	-	-	CUP	CUP	-
Nursery, Retail	-	-	-	P	-
Offices, Professional	P	P	P	P	-
Personal Services	P	P	P	P	-
Retail Sales and Services	-	-	P	P	-
Specialized Education and Training					
Vocational Schools	-	-	P	P	-
Specialty Schools	-	CUP	P	P	-
	BP	NC	CC	GC	R3
INDUSTRIAL USE TYPES					
Laundries, Commercial	-	-	CUP	CUP	-
Printing and Publishing	-	-	-	CUP	-
Research Services	-	-	-	P	-
Wholesaling and Distribution, Light	-	-	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES					
Intermodal Facilities ⁽¹⁴⁾	CUP	CUP	CUP	CUP	-
Telecommunication Facilities ⁽¹⁵⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.
- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1)—(F)(3) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (7) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (8) See Chapter 19.46 for large family day care home regulations.
- (9) A long-term care facility which serves six or fewer persons shall be considered a residential use of the property.
- (10) Low barrier navigation centers are exempt from a Design Review Permit.
- (11) Short-term rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional short-term rental requirements.
- (12) A Conditional Use Permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A Conditional Use Permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Additional requirements are contained in Chapter 19.49.
- (14) Additional requirements are contained in Chapter 19.36.
- (15) Additional requirements are contained in Chapter 19.34.
- ~~(15)~~ (16) Multifamily uses are permitted at minimum densities of 20 units/acre. Projects on single parcels less than or equal to 0.5 acres which have an existing single-family structure that was built before 2025 are exempted from this minimum density requirement.

DOUGLAS-SUNRISE CORRIDOR PERMITTED USE TABLE					
	BP	NC	CC	GC	R3
AGRICULTURAL AND OPEN SPACE USE TYPES					
Animal Keeping	-	-	-	-	P
Resource Protection and Restoration	P	P	P	P	P
Resource Related Recreation	P	P	P	P	P
CIVIC USE TYPES					
Community Assembly	CUP	P	P	P	P
Community Services	P	CUP	P	P	CUP
Essential Services	P	P	P	P	P
Hospital Services					
General Hospital Services	-	-	CUP	CUP	-
Psychiatric Hospital Services	-	-	CUP	CUP	-
Libraries and Museums, Private	-	CUP	P	P	-
Public Parking Services	P	P	P	P	-
Schools					
College and University	A	-	P	P	-
Public/Private Elementary and Secondary	-	CUP	CUP	CUP	CUP
Social Services					
Emergency Shelter ⁽¹⁾	-	-	-	CUP	-
Food Distribution ⁽²⁾	-	-	-	A/CUP	-
Food Service ⁽³⁾	-	-	-	A/CUP	-
Power Generating Facilities⁽⁴⁾					
Emergency	A	A	A	A	P
Supplemental/Individual Use	CUP	CUP	CUP	CUP	P
Passive Power	P	P	P	P	P

RESIDENTIAL USE TYPES					
Accessory Dwelling Units ⁽⁵⁾	-	P	P	P	P
Caretaker/Employee Housing	-	P	P	P	P
Community Care Facilities, Small	P	P	P	P	P
Community Care Facilities, Large	CUP	CUP	CUP	CUP	P
Dwelling ⁽⁶⁾					
Multi-Family	-	P ⁽¹⁶⁾	P ⁽¹⁶⁾	-	P ⁽¹⁶⁾
Single-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Two-Family	-	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P/CUP ⁽⁷⁾	P
Family Day Care Home, Small	P	P	P	P	P
Family Day Care Home, Large ⁽⁸⁾	-	P	P	P	P
Live/Work	P	P	P	-	P
Long Term Care Facility, Small ⁽⁹⁾	-	-	-	-	P
Long Term Care Facility, Large	-	-	-	-	A
Low-Barrier Navigation Centers ⁽¹⁰⁾	-	P	P	-	P
Mobile Home Park	-	-	-	-	CUP
Rooming and Boarding House	-	-	-	-	P
Short-Term Rental ⁽¹¹⁾	-	-	-	-	P
Single Room Occupant	-	-	-	-	-
COMMERCIAL USE TYPES					
Animal Sales and Service					
Grooming and Pet Stores	-	P	P	P	-
Kennels	-	-	-	CUP	-
Veterinary Clinic	-	CUP	P	P	-
Veterinary Hospital	-	-	CUP	CUP	-
Automotive and Equipment					
Automotive Body and Equipment Repair	-	-	-	CUP	-
Automotive Rentals	-	-	-	P	-
Automotive Repairs	-	-	CUP	P	-
Automotive Sales	-	-	CUP	P	-
Car Wash and Detailing	-	-	CUP	P	-
Gasoline Sales ⁽¹²⁾	CUP	P/CUP	P/CUP	P/CUP	-
Heavy Equipment Rental and Sales	-	-	-	P	-
Banks and Financial Services	P	P	P	P	-
Bars and Drinking Places	-	-	P	P	-
Broadcasting and Recording Studios	P	-	P	P	-
Business Support Services	P	-	P	P	-
Commercial Recreation					
Amusement Center	-	CUP	P	P	-
Indoor Entertainment	-	-	P	P	-
Indoor Sports and Recreation	-	-	P	P	-
Large Amusement Complexes	-	-	P	CUP	-
Outdoor Entertainment	-	-	P	CUP	-
Outdoor Sports and Recreation	-	-	P	P	A
Day Care Center	P	P	P	P	A
Eating and Drinking Establishments					
Fast Food with Drive-Through ⁽¹²⁾	-	-	P/CUP	P/CUP	-
Convenience	P	P	P	P	-
Full Service	P	P	P	P	-
Food and Beverage Retail Sales	-	-	P	P	-
Funeral and Interment Services	-	-	P	P	-

Lodging Services	-	-	P	P	-
Long Term Care Facility	CUP	CUP	P	P	-
Maintenance and Repair	-	P	P	P	-
Medical Services, General	P	P	P	P	-
Neighborhood Commercial	P	P	P	-	-
Nightclubs ⁽¹³⁾	-	-	CUP	CUP	-
Nursery, Retail	-	-	P	P	-
Offices, Professional	P	P	P	P	-
Personal Services	P	P	P	P	-
Retail Sales and Services	-	-	P	P	-
Specialized Education and Training					
Vocational Schools	-	-	P	P	-
Specialty Schools	-	CUP	P	P	-
Storage, Personal Storage Facility	-	-	-	P	-
	BP	NC	CC	GC	R3
INDUSTRIAL USE TYPES					
Laundries, Commercial	-	-	CUP	CUP	-
Printing and Publishing	-	-	-	CUP	-
Research Services	-	-	-	P	-
Wholesaling and Distribution, Light	-	-	-	P	-
TRANSPORTATION AND COMMUNICATION USE TYPES					
Intermodal Facilities ⁽¹⁴⁾	CUP	CUP	CUP	CUP	-
Telecommunication Facilities ⁽¹⁵⁾	P/A/CUP	P/A/CUP	P/A/CUP	P/A/CUP	A/CUP

Notes:

- (1) Additional requirements are contained in Chapter 19.38.
- (2) Additional requirements are contained in Chapter 19.40.
- (3) Additional requirements are contained in Chapter 19.39.
- (4) Additional requirements are contained in Chapter 19.55.
- (5) Accessory dwelling/junior accessory dwelling units are only permitted within areas zoned to allow single-family, two-family or multi-family residential use and must be located on a lot that contains an existing or proposed single-family, two-family or multi-family dwelling unit as defined in Sections 19.08.080(F)(1)—(F)(3) (Residential Use Types). See Chapter 19.60 for additional accessory dwelling/junior accessory dwelling unit regulations.
- (6) Transitional housing and supportive housing are residential uses types and are permitted (P) where residential uses are permitted (P) or conditionally permitted (CUP).
- (7) Single-family and two-family uses are permitted at minimum densities of 23 units/acre, but otherwise require a Conditional Use Permit, except that any parcel in a residential zone district may be developed with two single-family homes.
- (8) See Chapter 19.46 for large family day care home regulations.
- (9) A long-term care facility which serves six or fewer persons shall be considered a residential use of the property.
- (10) Low barrier navigation centers are exempt from a Design Review Permit.
- (11) Short-term rentals are only permitted in a single-family dwelling unit. See Chapter 4.25 for additional short-term rental requirements.
- (12) A Conditional Use Permit is required for fast food with drive through establishments or gasoline sales establishments contiguous to: (a) properties with a residential zoning designation; (b) parcels designated as a public utilities easement or landscape easement which are contiguous to a property having a residential zoning designation; and (c) any other parcel of land upon which a building cannot be developed and which separates the subject parcel by less than 100 feet which is contiguous to a property having a residential zoning designation. A Conditional Use Permit is not required for these uses if the subject parcel is separated from properties with a residential zoning designation by a public roadway.
- (13) Additional requirements are contained in Chapter 19.49.
- (14) Additional requirements are contained in Chapter 19.36.
- (15) Additional requirements are contained in Chapter 19.34.
- ~~(15)~~ (16) Multifamily uses are permitted at minimum densities of 20 units/acre. Projects on single parcels less than or equal to 0.5 acres which have an existing single-family structure that was built before 2025 are exempted from this minimum density requirement.

C. Uses and Zone Districts Not Listed. A use which is listed within the Roseville Municipal Code, but is not listed in the tables in this chapter is generally prohibited. Where a use is not specifically listed in either the tables in this chapter or within the other sections of Title 19 of the Roseville Municipal

Code, the Planning Manager may determine whether the use is generally consistent or of the same general character as one or more listed uses to determine whether the use is permitted. For parcels within the Single-Family (R1), Small-Lot (RS), or Two-Family (R2) Residential zone district, refer to the list of allowable uses in Section 19.10.020 of this title. For parcels within the Industrial (M2) zone district, refer to the list of allowable uses in Section 19.14.020 of this title. For parcels within the Floodway (FW) and Floodway Fringe (FF) zone district, refer to Section 19.18.040 of this title.

- D. **Legal Nonconforming Uses.** Existing buildings, structures, and uses permitted within the Corridor Plan boundaries as of the effective date of this chapter shall continue to be permitted and exempt from the requirements of this chapter as legal nonconforming. Uses which would require a Conditional Use Permit or Administrative Permit, but which were previously permitted prior to adoption of this District shall be deemed to have obtained the required Conditional Use Permit or Administrative Permit.

(Ord. 6603 § 5, 2023)

Title 19. Zoning

Article IV. Special Area and Specific Use Requirements

Chapter 19.30

Chapter 19.60. ACCESSORY DWELLING UNITS

§ 19.60.060. Development standards for accessory dwelling units proposed within existing structures or existing living areas.

Accessory dwelling units are permitted to be developed within existing structures or within the living area of an existing primary dwelling unit. Accessory dwelling units developed within existing structures or living areas shall be allowed only in compliance with the following standards:

- A. **Setbacks.** No setback shall be required for an accessory dwelling unit, including porches, decks, balconies, stairs, and patios which are attached to and for the use of the accessory dwelling unit, built within the footprint and dimensions of an existing living area or existing structure. Garages are subject to the setbacks of Section **19.22.030** (Accessory structures).
- B. **Floor Area.** The total floor area of an attached accessory dwelling unit developed within an existing primary dwelling unit shall not exceed the floor area of the existing primary dwelling unit, except that an expansion of up to 150 square feet beyond the same physical dimensions as the existing primary dwelling unit is permitted for accommodating ingress and egress. The total floor area for a detached accessory dwelling unit developed within an existing detached accessory structure shall not exceed the floor area of the existing detached accessory structure, except that an expansion of up to 150 square feet beyond the same physical dimensions as the existing detached accessory structure is permitted for accommodating ingress and egress. Expansions beyond 150 square feet must comply with the standards set forth in Section **19.60.070** (Development standards for accessory dwelling units proposed as new construction).
- C. **Unit Sizes.**
 - 1. An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the **Health and Safety Code**, as it now exists or may hereafter be amended.
 - 2. An accessory dwelling unit shall not be more than 850 square feet for a studio or one-bedroom or more than 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.
- D. **Minimum Facilities.** Accessory dwelling units developed within existing structures or living areas shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit if the primary dwelling is a single-family dwelling.
- E. **Appearance.** The accessory dwelling unit shall be designed and constructed with the same architectural style, exterior materials and colors as the primary dwelling. The accessory dwelling unit shall be subordinate to the primary dwelling unit. Manufactured homes shall meet the architectural standards set forth in Section **19.10.030(E)** (Residential zone general development standards).

- F. **Parking Requirements.** Accessory dwelling units developed within existing structures or living areas shall not be required to provide parking. A garage, carport, or covered parking structure shall be subject to the development regulations of Section **19.22.030** (Accessory structures), if the owner chooses to provide parking as part of the accessory dwelling unit. In addition, when a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is converted to an accessory dwelling unit, the required off street parking spaces for the primary dwelling unit, if eliminated, do not need to be replaced. If the property owner chooses to replace the parking spaces, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted accessory structures to dwelling use type (single-family and two-family)) or Section 19.22.030(0)(3) (Permitted accessory structures to dwelling use type (multi-family)), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section **11.20.110** (Parking on private property prohibited), Section **19.10.030(F)** (Residential zone general development standards), and Section **19.26.040(A)** (Design and improvement of parking).
- G. **Passageways.** No passageways shall be required in conjunction with accessory dwelling units developed within existing structures or living areas.
- H. **Building and Fire Codes.** Except as otherwise provided in this chapter, accessory dwelling units developed within existing structures or living areas shall comply with all local building and fire codes. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit must be reviewed with the application of the accessory dwelling unit and issued at the same time.
- I. **Fire Sprinklers.** Accessory dwelling units developed within existing structures or living areas shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.
- J. **Utilities.** Accessory dwelling units developed within existing structures or living areas shall not be required to install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure, unless the accessory dwelling unit was constructed with a new single-family dwelling unit. However, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure. Property owners may install a new or separate utility connection directly between the accessory dwelling unit and the public utility infrastructure at the property owner's option and expense.
- K. **Height.** An accessory dwelling unit shall not exceed the height limits prescribed in Section **19.10.030** (Residential zone general development standards) for the zone in which the accessory dwelling unit will be located, or if not within a residential zone, the height shall not exceed the standards established in Section **19.10.030** for the single-family residential (R1) zone.
- L. **Number Permitted.** Except as otherwise permitted by subsection **M**, only one accessory dwelling unit is permitted per lot.
- M. Exceptions to Development Standards.**
1. One accessory dwelling unit and one junior accessory dwelling unit is permitted per lot with a proposed or existing single-family dwelling if all of the following apply:
 - a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed

space of a single-family dwelling unit or existing space of a single-family dwelling unit or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

- b. The space has exterior access from the proposed or existing single-family dwelling unit.
 - c. The side and rear setbacks are sufficient for fire and safety.
 - d. The junior accessory dwelling unit complies with the requirements of **Government Code** Section 66313, as it now exists or may hereafter be amended.
2. Multiple accessory dwelling units within portions of existing multi-family dwelling units are permitted in areas not used as livable spaces, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if all of the following apply:
- a. Each unit complies with state building codes for dwellings.
 - b. At least one accessory dwelling unit is permitted within an existing multi-family dwelling or up to 25 percent of the existing multi-family dwelling units may be converted to accessory dwelling units, whichever is greater.
3. Two detached accessory dwelling units are permitted per lot that has an existing multi-family dwelling unit, subject to four-foot rear and side setbacks and the following height standards:
- a. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
 - b. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the **Public Resources Code**, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - c. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.
 - d. A height of 25 feet or the height limitation in this Code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.
4. No public physical improvements shall be required for the creation or conversion of an accessory dwelling unit, including, but not limited to, sidewalk, street, or access improvements. The addition of an accessory dwelling unit shall not require the correction of nonconforming zoning conditions, per **Government Code** Sections 66314 through 66315, as it now exists or may hereafter be amended.

- N. **Waivers.** Notwithstanding anything to the contrary contained in this title, limits on height, setbacks, lot coverage, floor area ratio, open space, front setbacks, and lot sizes are hereby waived if they do not permit at least an 800-square-foot accessory dwelling unit which provides four-foot rear and side setbacks and meets the following height standards:
1. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
 2. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the **Public Resources Code**, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 3. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.
 4. A height of 25 feet or the height limitation in this Code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

§ 19.60.070. Development standards for accessory dwelling units proposed as new construction.

Newly constructed accessory dwelling units are permitted to be attached to a proposed or existing primary dwelling unit or detached from a proposed or existing primary dwelling unit as long as the newly constructed accessory dwelling unit is located on the same lot as a proposed or existing primary dwelling unit. Newly constructed accessory dwelling units shall be allowed only in compliance with the following standards:

- A. **Minimum Lot Area.** There is no minimum lot area.
- B. **Maximum Lot Coverage.** There is no maximum lot coverage.
- C. **Setbacks.** No setback shall be required for an accessory dwelling unit constructed in the same location (i.e., footprint) and to the same dimensions as an existing accessory structure. A setback of four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is otherwise newly constructed, including porches, decks, balconies, stairs, and patios which are attached to and for the use of the accessory dwelling unit.
- D. **Floor Area.** The total floor area of an attached accessory dwelling unit shall not be less than 150 square feet nor exceed the standards of subsection **E** (Unit Sizes). The total floor area for a detached accessory dwelling unit shall not be less than 150 square feet nor exceed the standards of subsection **E** (Unit Sizes).
- E. **Unit Sizes.**
1. An accessory dwelling unit shall not be less than the minimum size for an efficiency unit, as defined in Section 17958.1 of the **Health and Safety Code**, as may be amended from time to time.
 2. An accessory dwelling unit shall not be more than 850 square feet for a studio or one-bedroom or more than 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

- F. **Minimum Facilities.** The accessory dwelling unit shall include permanent provisions for independent living, sleeping, eating, cooking, and sanitation within the unit and must include a separate exterior entrance from the primary dwelling unit if the primary dwelling is a single-family dwelling.
- G. **Appearance.** The accessory dwelling unit shall be designed and constructed with the same architectural style, exterior materials and colors as the primary dwelling. The accessory dwelling unit shall be subordinate to the primary dwelling unit. Manufactured homes shall meet the architectural standards set forth in Section **19.10.030(E)** (Residential zone general development standards).
- H. **Parking Requirements.** Except as otherwise provided by this chapter, the parking required by this section is in addition to that required for the primary dwelling unit located on the lot by Chapter **19.26** (Off-Street Parking and Loading). Garages, carports, and covered parking structures attached to the accessory dwelling unit and built to satisfy the required parking standards for the accessory dwelling unit are subject to the same setbacks and other development regulations as the accessory dwelling unit.
1. Accessory dwelling units with one or more bedrooms shall provide at least one off-street parking space. Studios shall not be required to provide any parking spaces. The parking requirement for accessory dwelling units with bedrooms can be met by providing the required parking space within the front yard setback and may be located in tandem with other on-site parking as long as it complies with the requirements set forth in Section **11.20.110** (Parking on private property prohibited), Section **19.10.030(F)** (Residential zone general development standards), and Section **19.26.040(A)** (Design and improvement of parking).
 2. When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit, the required off-street parking spaces for the primary dwelling unit, if eliminated, do not need to be replaced. If the property owner chooses to replace these parking spaces, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including within the front yard or street side setback, and may be covered spaces subject to conformance with the applicable requirements set forth in Section 19.22.030(C)(2) (Permitted accessory structures to dwelling use type (single-family and two-family)) or Section 19.22.030(0)(3) (Permitted accessory structures to dwelling use type (multi-family)), uncovered spaces or tandem spaces. All replacement parking shall comply with the requirements set forth in Section **11.20.110** (Parking on private property prohibited), Section **19.10.030(F)** (Residential zone general development standards), and Section **19.26.040(A)** (Design and improvement of parking).
 3. Notwithstanding the above, accessory dwelling units shall not be required to provide parking in any of the following circumstances:
 - a. When the accessory dwelling unit is located within one-half mile walking distance of public transit.
 - b. When the accessory dwelling unit is located within the Old Town Historic District (DT-4) or the Central Business District (DT-6).
 - c. When the accessory dwelling unit is part of an existing or proposed primary dwelling unit or an existing accessory structure.
 - d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - e. When there is a car share vehicle located within one block of the accessory dwelling unit.

- f. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family or multi-family dwelling.
- I. **Passageways.** No passageways shall be required in conjunction with the construction of an accessory dwelling unit.
- J. **Building and Fire Codes.** Except as otherwise provided in this chapter, newly constructed accessory dwelling units shall comply with all local building and fire codes.
- K. **Fire Sprinklers.** Accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers were not required for the primary dwelling unit.
- L. **Utilities.** New or separate utility connections directly between the accessory dwelling unit and the public utility infrastructure shall only be required if directed by the environmental utilities department or the electric department. In such cases, if necessary utility infrastructure does not exist with capacity available to serve both the primary dwelling unit and the accessory dwelling unit, the property owner shall be responsible for all costs related to installation of necessary infrastructure or upsizing existing infrastructure.
- M. **Height.** An accessory dwelling unit shall not exceed the height limits prescribed in Section 19.10.030 (Residential zone general development standards) for the zone in which the accessory dwelling unit will be located, or if not within a residential zone, the height shall not exceed the standards established in Section 19.10.030 for the single-family residential (R1) zone.
- N. **Number Permitted.** Except as otherwise permitted by subsection 0, only one accessory dwelling unit is permitted per lot.
- O. **Exceptions to Development Standards.**
 1. One newly constructed detached accessory dwelling unit that does not exceed four-foot rear and side setbacks, which may be combined with one junior accessory dwelling unit, is permitted per lot if all of the following apply:
 - a. The total floor area for the newly constructed detached accessory dwelling unit shall not exceed 800 square feet.
 - b. The newly constructed detached accessory dwelling unit shall not exceed the following height standards:
 - i. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
 - ii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the **Public Resources Code**, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - iii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.
 - iv. A height of 25 feet or the height limitation in this Code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

2. ~~Two newly~~ Multiple constructed detached accessory dwelling units are permitted per lot that

has an existing multifamily dwelling unit. The number of accessory dwelling units shall not exceed the number of existing units on the lot and not more than eight detached accessory dwelling units are permitted. Accessory dwelling units are subject to the following development standards:

~~e.a.~~ A four-foot rear and side setbacks ~~and the following height standards:~~

~~d.b.~~ A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.

~~e.c.~~ A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the **Public Resources Code**, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

~~f.d.~~ A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.

~~g.e.~~ A height of 25 feet or the height limitation in this Code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

3. No public physical improvements shall be required for the creation or conversion of an accessory dwelling unit, including, but not limited to, sidewalk, street, or access improvements. The addition of an accessory dwelling unit shall not require the correction of nonconforming zoning conditions, per **Government Code** Sections 66314 through 66315, as may be amended from time to time.

~~2.4.~~ On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units are permitted.

P. Waivers. Notwithstanding anything to the contrary contained in this title, limits on height, setbacks, lot coverage, floor area ratio, open space, front setbacks, and lot sizes are hereby waived if they do not permit at least an 800 square foot accessory dwelling unit which provides four-foot rear and side setbacks and meets the following height standards:

1. A height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
2. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half mile of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the **Public Resources Code**, as may be amended from time to time. An additional two feet in height is also permitted when the height is to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
3. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multi-story dwelling.
4. A height of 25 feet or the height limitation in this Code that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require City to allow an accessory dwelling unit to exceed two stories.

Title 19. Zoning

Article V. Administration and Procedures Chapter 19.70

Chapter 19.76. APPLICATION PROCESSING PROCEDURES

§ 19.76.050. Application acceptance and initial review.

The department shall review all applications for compliance with the submittal requirements. In order to be accepted for processing, an application shall include the required application, filing fees, and plans as defined in Chapter 19.76. Applications submitted without the required information are not required to be accepted for processing.

The applicant for any permit that is subject to the approval of the Design Committee, Planning Commission, or the City Council shall erect a public notification sign or signs on the project site as required by this section. The sign(s) shall be erected within 60 days after the submission of an application. An application shall not be deemed complete by City staff unless the required sign(s) have been erected. The sign(s) shall comply with the following criteria:

- A. Any project requesting a General Plan Amendment, Specific Plan Amendment, and/or Rezone shall provide signage that is four feet tall by eight feet wide, mounted on four-inch by four-inch posts. All other projects shall provide signage no smaller than two feet by three feet and no larger than four feet tall by eight feet wide;
- B. Sign(s) shall be erected adjacent to each public right-of-way street frontage that the project site abuts in a manner that does not create clear vision obstructions within the right-of-way;
- C. The sign shall include the wording "City of Roseville Planning Division" and "Development Proposal Pending" and shall include the following: applicant contact phone number(s), City of Roseville Planning Division phone number, applicant website information (if any), a list of the entitlements requested, and a brief description of the project;
- D. The applicant shall be responsible for constructing the sign(s), and for maintaining the sign(s) in a satisfactory condition, and shall remove all sign(s) within 30 days of a final determination by the appropriate City hearing body.

(Ord. 5428 § 1, 2014)

Title 19. Zoning

Article V. Administration and Procedures Chapter 19.70

Chapter 19.76. APPLICATION PROCESSING PROCEDURES

§ 19.76.210. Extension.

The period within which effectuation of a permit must occur may be extended by the Planning Manager's approval of an Extension (EXT), ~~except for major project permits~~. An application for such an extension shall be filed pursuant to this chapter.

The Planning Manager may grant an extension for a permit which has been approved but has not been effectuated. The approval of an extension extends the expiration date for a minimum of one year from the original permit date except for major permits. The permit as extended, may be conditioned to comply with any development standards which may have been enacted since the permit was initially approved. The extension shall be granted if the findings specified in Section 19.78.060(D) are made. Any extension may require a public hearing at the discretion of the Planning Manager.

(Ord. 5428 § 1, 2014; Ord. 6198 § 1, 2020; Ord. 6538 § 21, 2022)

Title 19. Zoning

Article V. Administration and Procedures Chapter 19.70

Chapter 19.82. MAJOR PROJECTS PERMIT PROCESSING

§ 19.82.030. Procedure.

A. **Review Process.** All projects subject to this section shall be processed and reviewed in three stages, as described below:

1. **General.** The required development plans for a major project shall consist of three types of plans, approved in three stages: Stage 1—Preliminary Development Plan; Stage 2—Architectural and Landscaping Plan; and Stage 3—Final Development Plans. The approved preliminary development plan shall be the basis and establish the conditions by which Stage 2—Architecture and Landscaping and Stage 3—Improvement Plans shall be applied.
2. Stage 1—While entitled “preliminary” this only refers to the level of detail of application materials required for Stage 1 processing. The preliminary development plan review shall [establish approved] configuration of buildings, parking, landscaping and open space locations, rough grading and drainage on- and off-site, vehicular and pedestrian circulation and development phasing. Stage 1 approval shall be comprehensive and shall be detailed enough to complete all required environmental review. All Stage 2 and 3 submittals and approvals shall substantially conform to the Stage 1 approval. Approval of final development plans shall be required prior to issuance of grading or building permits, unless specifically conditioned to permit earlier issuance in conjunction with preliminary development plan approval. Stage 1 review shall be performed by the Planning Commission.
3. Stage 2—Architecture and landscaping plan review shall include any conditions of approval or changes stipulated as part of the preliminary development plan approval. The architecture and landscaping plan shall be reviewed and approved by the Planning Commission.
4. Stage 3—Final plans shall include all site development, architecture and landscaping, and shall incorporate all of the conditions and changes stipulated in the preliminary development plan and architecture and landscaping plan review. Review and approval of the final plans shall be by the Planning Division.

B. Stage 1—Preliminary Development Plan.

1. **Application.** An application for a Stage 1—Preliminary development plan shall be made on the form provided by the Planning Division, accompanied by the fee established by the City Council, and shall contain all of the information listed below. Such information shall be submitted in a form as specified by the Planning Manager.
 - a. Existing and proposed general topographical grades in sufficient detail to provide an overall grading and drainage plan;
 - b. Location of, and an arborist report for, all native oak trees on site and immediately adjacent to the project site, and a tree mitigation plan pursuant to the tree preservation requirements contained in Chapter 19.66;
 - c. Location of significant natural features and resources, including wetlands,

intermittent and perennial streams and copies of any resource mitigation plans or permits;

- d. Location, estimated floor area and intended use of all proposed buildings, structures and other improvements, including maximum heights;
- e. An on-site pedestrian and vehicular circulation and parking plan, including a table of parking spaces to be provided for projected uses/tenants, loading areas, transit facilities, and any off-site traffic control devices or improvements necessary for public safety, and points of ingress and egress to the development;
- f. A traffic impact analysis as required by the Manager of Public Works/City Engineer;
- g. Location of proposed open space and landscaped areas, including a general "palette" of plant and landscape materials;
- h. Softline perspectives that convey the basic architectural intent/theme of the improvements. Such drawings shall not be required to include final details;
- i. A preliminary study of facilities and services required such as drainage, water, sewer, and public utilities;
- j. Location of existing and proposed public services and facilities, and easements;
- k. A plan, including any operational programs, to ensure compatibility between proposed development and adjacent land uses;
- l. If within an adopted specific plan area, a narrative statement indicating how the proposed major project conforms with the applicable plan and applicable design and landscape guidelines;
- m. A tentative construction, phasing and completion schedule, including completion of Stage 2 and Stage 3 application submittals; and
- n. Any information deemed necessary by the Planning Manager in order to complete an environmental review and as deemed necessary to complete Stage 1 review.

2. Planning Commission Review.

- a. The preliminary development plan shall be reviewed by the Planning Commission, at a duly noticed public hearing. In addition to all other required findings, the following findings must be made before approval can be granted.
 - i. The preliminary development plan is consistent with the General Plan, applicable specific plan, and adopted City design guidelines; and
 - ii. The design and installation of the preliminary development plan shall not be detrimental to the public health and safety, or be materially detrimental to the public welfare.
- b. In approving a preliminary development plan, the Planning Commission may place conditions on the project to assure that the design and installation of the project shall be consistent with the public health, safety and welfare; and may add conditions or standards applicable to Stage 3—Final Plans to assure that the project is reviewed and developed in an orderly manner. The Planning Commission shall not take formal action or condition building architecture or landscaping materials, but may make recommendations related to these for

consideration in Phase II review.

3. **Notice of Action.** Within two working days of the action by the Planning Commission, a notice of the decision shall be mailed to the applicant at the address appearing on the application, or to such other address designated in writing by the applicant, and to each City Council member and the City Manager. The notice shall contain the following information:
 - a. Findings upon which the decision was based;
 - b. The type of environmental document prepared and date ratified;
 - c. The action of the Planning Commission;
 - d. Conditions of approval;
 - e. A preliminary development plan expiration date and extension requirements;
 - f. Notice of the appeal period and a brief description of procedure to file an appeal;
 - g. Notice of need to pursue administrative remedies; and
 - h. For City Council notices only, a copy of the preliminary development plan.
4. **Appeal of Planning Commission Decision.** The Planning Commission decision on a preliminary development plan may be appealed in writing to the City Council within 10 calendar days of the decision, as provided in Chapter 19.80.
5. **Preliminary Development Plan Expiration.** An approved preliminary development plan shall expire two years from the date of the Planning Commission's action, unless building permits have been issued, substantial site work has commenced and substantial liabilities have been incurred in good faith reliance on the permits. The approval may be extended for up to two additional years. Alternatively, the Planning Commission may as a condition of approval specify a longer period of time prior to the expiration of a preliminary development plan.

A request to extend the approval shall be made on an application form provided by the Planning Manager, and shall be accompanied with a written narrative explaining the reasons for the extension and with a fee as established by the City Council. The application shall be submitted prior to the expiration of the preliminary development plan and once the application is submitted to the Planning Division, the plan shall be automatically extended for another 60 days.

~~The Planning Commission shall approve the request for an extension if the preliminary development plan is in compliance with all applicable City requirements in effect at the time such extension is considered by the Commission.~~ The Planning Manager may approve, conditionally approve, or deny a request to extend approval of a Major Project Permit if the preliminary development plan is in compliance with all applicable City requirements in effect at the time such extension is considered by the Planning Manager.

RESOLUTION NO. 25-187

RESOLUTION OF THE CITY COUNCIL AFFIRMING THE CITY'S MINISTERIAL PROCESS
FOR THE APPROVAL OF AFFORDABLE HOUSING PROJECTS

WHEREAS, on April 21, 2021, the City Council of the City of Roseville adopted the City's Objective Design Standards process for affordable housing projects providing a minimum of 20% of units for lower income households; and

WHEREAS, the adoption of this process is reflected in Zoning Ordinance Section 19.74.010 of Chapter 19.74 of Title 19 of the Roseville Municipal Code, which exempts affordable housing projects from the City's Design Review Permit requirements and instead allows use of the Objective Design Standards through the ministerial building permit process; and

WHEREAS, this process has been used successfully by twelve (12) affordable housing projects since adoption in April 2021, resulting in the ministerial approval of more than 2,000 units of deed-restricted affordable housing.

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

The City Council affirms that the City allows projects with at least 20 percent or more units affordable to lower income individuals to be approved via a by-right, ministerial process citywide, as described by Government Code Section 65583.2, Subdivisions (c), (h), and (i), on any site where multifamily housing is a permitted use of property, inclusive of all sites identified in the 2021 – 2029 Housing Element as planned sites to accommodate the City's lower income RHNA and all sites rezoned pursuant to Housing Element Program 14 (Rezone Program for Adequate Sites). For this purpose, "by-right" and "ministerial" both mean that the City does not and will not require a Conditional Use Permit, Planned Unit Development Permit, Design Review Permit, or other discretionary review or approval that would constitute a "project" for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2025, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

City Clerk